LetsRide – End User Licence Agreement

1. Introduction

1.1. Welcome to LetsRide!

This End User Licence Agreement (the **Agreement**) sets out the terms that govern your use of the LetsRide software (the **Software**) whether accessed online or through mobile applications.

1.2. What we do

The Software will provide a digital platform tailored for motorbike riders, enabling end-users to connect with one another, share riding preferences and interests, and coordinate group rides (the **Services**). The platform provides tools for riders to create, join, and manage ride events, communicate with fellow riders, and discover new routes and riding communities.

The platform is designed to facilitate social connections and coordinate rides among motorbike enthusiasts. Whether you participate as an individual rider or as part of a riding club or organisation (a **Club Organisation**), the platform aims to enable users to build networks, enhance their riding experiences, and engage in group activities in a safe and convenient manner.

1.3. Nature of this Agreement

This Agreement forms a legally binding and contractual agreement between Motosoft Pty Ltd (ACN 692 599 090), including its affiliates and subsidiaries (the "**Company**," "**we**," or "**us**"), as the owner of all rights in the Software, and you ("**you**" or "**your**"), the end-user (each a **Party** and together, the **Parties**).

2. Acknowledgement

2.1. Acceptance

Please take the time to read this Agreement carefully. By clicking the 'I agree' button, using the LetsRide mobile application (the **App**), or otherwise using the Software, you are agreeing to be bound by the terms and conditions of this Agreement.

2.2. Corporate end-users

If you are a corporate end-user, then the individual accepting this Agreement is doing so on behalf of you and that individual represents and warrants that:

(a). they have full legal authority to bind you;

(b). they have read and understood this Agreement; and

(c). they agree to the terms of this Agreement on your behalf.

2.3. Non-acceptance

If you do not agree with, or do not understand, this Agreement or any part of it, you must not download the App, apply to become a user, create a profile, or otherwise use the Software and its Services in any way.

3. Licence

3.1. Grant of your licence

(a). Subject to your continued compliance with this Agreement, we grant you a worldwide, non-exclusive, time-limited, non-transferable, non-sub-licensable, and revocable licence to use the Software for personal, non-commercial purposes. The terms of this licence cannot be varied without our express written permission allowing you to do so.

(b). The Software and all related rights are and will remain the exclusive property of the Company. Neither this Agreement nor your use of the Software will grant you any:

(i). rights in or to the Services other than the limited licence expressly set out in this Agreement; or

(ii). right to use or reference the Company's name, logos, product names, service names, or those of the Company's agents, in any manner.

(c). Except as expressly permitted under this Agreement, you must not use, access, integrate with, modify, translate, create derivative works from, reverse engineer, decompile, disassemble, or otherwise exploit the Software or any part of it. All rights, title, and interest in and to the Software not expressly granted in this Agreement are reserved by the Company, including the right to enforce such rights.

3.2. Prohibited conduct

Whilst using the licence granted under clause 3.1 in any way, without limitation, you must not:

(a). engage in scraping, data mining, harvesting, screen scraping, data aggregating, and indexing;

(b). use any robot, spider, scraper or other automated means to access the Software or its database for any purpose without the express prior written permission of the Company;

(c). create or use any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;

(d). interfere with, disrupt, or otherwise impair the operation of the Software, or any servers or networks that host or provide access to it, or disregard any requirements, procedures, policies, or regulations governing such servers or networks;

(e). compile or construct a database through the systematic downloading, collection, or storage of any content, whether in whole or in part, from the Software;

(f). allow any other person to participate in any Services, or have access to the Software, unless accompanied by you;

(g). engage in conduct that defames, abuses, harasses, stalks, threatens, or otherwise violates the legal rights of any person, including rights in copyright and other intellectual property; or

(h). assign, transfer, or otherwise convey the licence granted under this Agreement, or any access to the Software, to any other person or entity for any purpose.

4. Intended use

4.1. Age requirements

(a). The Services provided under this Agreement are intended solely for individuals who meet the minimum legal age required to hold a driving licence in any relevant Australian jurisdiction of the user. In all circumstances, you must be at least sixteen (16) years of age to use our Services.

(b). Individuals under the age of sixteen (16) years are strictly prohibited from downloading, accessing, or using the Services made available through the Software.

(c). If we receive notice that any end-user is under the age of sixteen (16) years, the Company will review the account and, where appropriate, cancel and delete that account.

4.2. App Access

If you access or use the App on an Apple or Android device, or if you have obtained a licence to use the App from any third-party app store (including the Apple App Store or Google Play Store) (each an **App Store**), you acknowledge and agree to the following:

(a). (**Relationship with an App Store**) The App Store has no obligation whatsoever to provide maintenance, support, or any other service with respect to the App and its Software. To the maximum extent permitted by law within the State of New South Wales, Australia (the **Relevant Jurisdiction**), the App Store shall have no warranty, liability, or other obligations to you in connection with the App or the Services.

(b). (**Waiver or claims against the App Store**) You have no claims, and you waive any and all rights and causes of actions against the App Store arising from or relating to the App, the Services, or this Agreement. This includes, without limitation, claims relating to support, maintenance, product liability, intellectual property, infringement, consumer protection, regulatory compliance or any other legal requirement.

(c). (**Third-party beneficiary rights**) Any App Store used and its subsidiaries are third-party beneficiaries of this Agreement. Upon your acceptance of this Agreement, the relevant App Store will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary.

(d). (**App Store terms**) You acknowledge that the availability of the App is dependent on the App Store from which you obtained the licence to use the App. This Agreement is between you and the Company; not with the App Store. The Company is solely responsible for the App and its Services.

(e). (**App Store Licensed Application End User License Agreement**) If you have downloaded the App from an App Store, then that App Store's relevant Licensed Application End User License Agreement (**LAEULA**) is incorporated into this Agreement by reference. For purposes of the LAEULA, you are the "end-user." If there is any inconsistency between this Agreement and the applicable LAEULA, the terms of this Agreement will prevail to the extent permitted by law within the Relevant Jurisdiction.

4.3. Technical requirements and connectivity

(a). You acknowledge and agree that you are solely responsible for:

(i). obtaining and maintaining the internet connection, data access, and any other hardware or devices necessary to use the Services. Your mobile or internet service provider may apply data, messaging, or other usage fees when you access the Services through a wireless-enabled device, and you are entirely responsible for such charges; and

(ii). ensuring that you have compatible devices for installing any updates required to access or use the Services. The Company does not guarantee that the Services will operate on any specific device or hardware configuration, nor that they will always be available free of charge.

(b). You acknowledge that the Services may experience interruptions, delays, errors, or other issues inherent in the use of internet-based and electronic communications. The Company is not responsible for such limitations or for any failures resulting from your network connection, device compatibility, or third-party service provider.

4.4. Account registration

(a). To access and use the Services (whether via the web version or the App), you must create an end-user account.

(b). In addition to acknowledging and accepting the terms of this Agreement and the Privacy Policy, when registering for an account you must provide the following information to the Company:

(i). your full name;

(ii). date of birth, used temporarily for the age check and not stored in your account;

(iii). a valid email address; and

(iv). a valid mobile number.

(c). Account registration may be completed:

(i). through the App; or

(ii). through the web platform.

(d). By accepting this Agreement, you represent and warrant that all information you provide under this clause 4.4 is accurate, current, and complete, and you agree to update such information as necessary to maintain its accuracy.

4.5. Visible information

Your full name and your chosen account username will be visible to other end-users of the Service. Additional profile information you choose to make public may also be viewable by other end-users in accordance with our Privacy Policy.

4.6. Profile images

(a). End-users may upload a profile photo or logo as part of their rider identity.

(b). Any uploaded photo, logo, or image must be:

(i). appropriate;

(ii). lawful;

(iii). non-offensive; and

(iv). compliant

with this Agreement and any other applicable guidelines.

(c). The Company may remove or require the removal of any image that it determines, in its sole discretion, to be inappropriate, misleading, or in breach of this Agreement.

4.7. No verification of rider qualifications

(a). The Company will not verify or assess your riding licences, riding skills, vehicle condition for roadworthiness, or insurance coverage.

(b). You are solely responsible for ensuring that you comply with all legal obligations, licencing requirements, safety standards, and insurance requirements that are relevant to your participation in any Services.

4.8. Software social functions

(a). The Services will allow you to search for other end-users on the platform using the built-in search tool and connect with them by sending a 'friend request'.

(b). You may send, receive, accept, or decline friend requests from other end-users. The decision to accept or decline a friend request is at the sole discretion of each end-user.

(c). 'Friendships' through the Services are designed to be mutual. Once you accept a friend request from another user, you will become connected as 'friends' and have visibility of each other's organised Default Rides (as defined below) and other features available to friends under the Services.

(d). You are responsible for managing your friendships, including sending friend requests only to end-users you wish to connect with and reporting any inappropriate or abusive behaviour in accordance with the reporting procedures set out in this Agreement or the Privacy Policy.

4.9. Ride creation

(a). Any end-user may create a ride through the Service (the **Ride Listing**) and, upon doing so, becomes the ride organiser (the **Host**).

(b). When creating a Ride Listing, the Host must provide accurate information and complete details of the ride, which may include (without limitation):

(i). the meet-up location;

(ii). the stand-up time;

(iii). the date of the ride;

(iv). a planned route, including any scheduled stops;

(v). the final destination or last stop; and

(vi). a description of the ride.

4.10. Ride Listing Types

(a). The Services support several categories of Ride Listings, including those available for free and those available in paid versions of the Software:

(i). (**Default Ride**) visible only to the Host's friends on the Service;

(ii). (**Invite-Only Ride**) this is a premium feature and visible only to end-users invited by the Host, who may accept or decline invitation; and

(iii). (**Public Ride**) this is a premium feature and visible to all end-users of the platform, who may freely join the ride.

(b). The Host has full ownership and control over the Ride Listing as an event, including managing participants, modifying ride details, changing Hosts, deleting the Ride Listing and determining ride visibility in accordance with the features available to them.

(c). Subject to clause 4.10(b), the Company does not assume responsibility for any issues arising from the transfer or deletion of any Ride Listing from its Host.

4.11. No agency relationship

(a). The Host acts solely as an independent organiser of the Ride Listing.

(b). The Host is strictly not an employee, contractor, representative, or agent of the Company, and the Company does not endorse, supervise, or assume responsibility for any Ride Listing, its planning, conduct, or outcomes.

4.12. End-user responsibility

(a). It is an express condition of this Agreement that you acknowledge and agree that the creation and participation in the Services under this Agreement are entirely optional and may pose serious safety risks.

(b). All Hosts and participating end-users are solely responsible for its conduct, safety, compliance with road rules, lawful operation of its vehicles, and adherence to all applicable road rules and regulations of the relevant Australian jurisdiction where the Ride Listing is occurring.

(c). It is a fundamental aspect of the Services that all Ride Listings occur offline. The Company will not supervise, monitor, or manage any ride while it is taking place.

4.13. Use of Service

(a). Under this Agreement, you must use the Services for private and personal purposes only.

(b). As the end user, you are prohibited from using the Services commercially. Without limitation, you must not:

(i). offer to third parties a service of your own that uses the Services;

(ii). resell the Services; or

(iii). offer the Services to the public via communication or integrate it within a service of your own, without the prior written consent of the Company.

(c). Without limiting clause 4.13(b) above, you must not copy, print, save, or otherwise use data from the Service's database. This clause does not limit the use of the database as intended by the Company and for the purposes of private and personal use of the Services.

4.14. Location data and GPS-based features

(a). The Services may use detailed location and route information, including GPS signals and other data transmitted by your mobile device when the application is installed and activated. Certain features of the Services cannot operate without the use of this technology.

(b). A feature of the Services will allow end-users to enable time-limited GPS location sharing. This feature will:

(i). permit premium end-users to share their live location with selected riders for a specified period so that members of a group partaking in a Ride Listing (including a lost rider) may view each other's locations; and

(ii). remain entirely voluntary and may be activated, managed and disabled by you for the duration that you select.

(c). As further described in the Privacy Policy, the Company may collect and processes your location and route information to:

(i). provide the Services to you;

(ii). improve the accuracy and quality of the Services for all end-users; and

(iii). enhance mapping, navigation, and related functionality.

(d). All collection, use, and sharing of location data under this clause 4.14 will be subject to clause 7.1 of this Agreement, the Privacy Policy and all applicable laws in the Relevant Jurisdiction.

5. Content

5.1. Permissions you give the Company

(a). You shall remain the owner of all copyright and intellectual property rights for any Content (as defined below) submitted through the Services.

(b). By submitting Content via the Services, you grant the Company an unconditional, irrevocable, non-exclusive, royalty-free, fully transferable, sublicensable, and worldwide licence to use, modify, adapt, reproduce, create derivative works from, publish, transmit, distribute, display and otherwise exploit the Content, in any form and on any platform, whether currently existing or developed in the future by the Company. You also authorise the Company to permit other end-users of the Service and third parties to view, access, use, download, modify, adapt, reproduce, create derivative works from, publish, transmit, and/or distribute your Content under the same licence terms.

(c). You further grant the Company a royalty-free licence to use your username, profile picture, voice and likeness for the purposes of identifying you as the source of your Content.

5.2. End-user Content

(a). The Services allow you to submit and share information and content with other end-users (**Content**). Such Content may become accessible to end-users on the Ride Listing during ride creation, in the comment section of the Ride Listing, or through the messaging features of the Services.

(b). Content may include:

(i). photos;

(ii). videos; and

(iii). text.

(c). You are solely responsible for all Content you post or upload, including photos and videos. You alone are liable for any consequences arising from your submission, posting, or sharing of any Content.

5.3. Messaging feature

(a). You may also share Content with friends and other end-users through the in-app messaging features of the Services.

(b). By using the messaging features of the Services, you acknowledge and agree that:

(i). the Company does not monitor, control, take responsibility for any messages sent or received through the platform;

(ii). end-users are solely responsible for the content of their communications; and

(iii). the messaging functionality will use encryption and be stored in the Software's server.

5.4. Prohibited Content

(a). When you submit Content for publication through the Services, you must ensure that the Content is lawful and complies with this Agreement. Without limitation, you must not submit Content that:

(i). infringes or violates the proprietary rights of others, including but not limited to copyright, trademarks, or other intellectual property rights;

(ii). poses a risk to any person's safety, security, or health;

(iii). identifies any person without their express written consent, or contains personal information about minors or identifies minors, including their full name, age, address, or contact information;

(iv). is unlawful, defamatory, libellous, invasive of privacy, or otherwise prohibited by applicable law within the Relevant Jurisdiction;

(v). is harassing, offensive, threatening, abusive, obscene, or vulgar;

(vi). is racist, discriminatory, or otherwise promotes hostility on the basis of race, ethnicity, nationality, religion, gender, sexual orientation, disability, illness, occupation, political belief, socioeconomic status, or any other protected attribute;

(vii). encourages or incites criminal conduct or conduct that could result in civil liability or other legal proceedings;

(viii). promotes pyramid schemes, chain letters, unsolicited commercial messages, advertisements, or other prohibited commercial content; or

(ix). falsely states or implies that the Content is endorsed, approved, or sponsored by the Company.

(b). The Company may refuse to publish, or may remove, any Content you submit if you or your Content violate this Agreement, or if your conduct is, or may be, harmful to the Services, its end-users, the Company, or any of its affiliates or representatives. In such circumstances, the Company may also terminate or restrict your access to the Services or prevent you from submitting further Content.

(c). These rights apply in addition to any other rights or remedies available to the Company under any applicable laws and regulations within the Relevant Jurisdiction.

6. Account Termination

6.1. User-initiated termination

(a). You may stop using the Services and may delete your account at any time and for any reason through the account deletion functionality provided within the Software.

(b). Account deletion will remove your access to the Services and may result in the loss of any associated data.

(c). The Company will use reasonable efforts to delete your personal information in accordance with our Privacy Policy; however, certain information may remain in backup systems for a limited period as required for legal, regulatory, or operational purposes.

6.2. The Company's right to restrict, suspend or terminate

The Company may restrict, suspend, or terminate your access to the Services, or to any part of them, immediately and without prior notice, where the Company reasonably believes that:

(a). you have breached, or are likely to breach any part of this Agreement or any applicable policies;

(b). you do not, or are likely not to, meet eligibility requirements under applicable law in the Relevant Jurisdiction or the Company's standards;

(c). your conduct may cause harm, risk, or liability to other end-users, third parties, or the Company;

(d). your behaviour constitutes prohibited conduct under clause 3.2 of this Agreement;

(e). your Content is in breach of clause 5.4; or

(f). such action is required to comply with a legal obligation, regulatory requirement, or court order.

6.3. Business or operational termination

The Company may terminate your access to the Services, or cease offering the Services generally, on thirty (30) days' written notice where doing so is reasonably necessary for legitimate business, operational, legal, or regulatory reasons.

6.4. Blocking end-users

Without limiting the above, the Company may block your ability to interact with certain features or other end-users, including disabling messages or other communication capabilities, where such measures are reasonably required to protect end-user safety, enforce policies, or maintain the integrity of the Service.

6.5. Effect of termination

(a). Upon termination of your account or access to the Services:

(i). all rights granted to you under this Agreement immediately cease;

(ii). you must stop using the Services; and

(iii). certain sections of this Agreement, by their nature, will survive termination and continue to apply including intellectual property, disclaimers, limitations of liability, and dispute resolution provisions.

(b). The Company's right under this clause 6.5 does not limit any other rights or remedies available under this Agreement or under applicable law in the Relevant Jurisdiction.

7. Payment

7.1. Subscription fees

(a). You acknowledge and agree that access to certain features of the Services may require payment of tiered subscription fees from time to time (the **Subscription**).

(b). Any applicable fees, including recurring charges, will be communicated to you prior to implementation.

(c). By continuing to use the relevant Subscription-based Services, you authorise the Company to charge the applicable fees using the available payment method nominated by you.

(d). The Company may amend Subscription fees upon providing reasonable prior notice, and continued use of the Services after such notice constitutes your acceptance of the amended fees.

7.2. Our refund policy

(a). Eligible new subscribers receive a one (1) calendar month free trial, excluding LFR subscriptions, to access the Services (the **Trial Period)** before the Company is entitled to rely on clause 7.1(c) above. Continued access to the subscribed Services is limited to the Subscription period paid for, and if you cancel your Subscription before renewal, you will retain access to those Services via your Account until the end of the current Subscription term.

(b). Except to the extent permitted by applicable laws within the Relevant Jurisdiction, no refunds will be provided to end-users after the Trial Period.

7.3. Transfer between Subscription tiers

(a). You may change your Subscription tier at any time. If you choose to move to a higher Subscription tier, you will be required to pay the difference in price, and all associated Services with the higher Subscription tier will become immediately accessible to you via your Account. In circumstances where you are transferring to a lower Subscription tier, you will retain access to your current Subscription tiered Services until the end of the period that you have previously paid for.

(b). Except where required by applicable laws in the Relevant Jurisdiction, no refunds of any tier price differences will be provided.

(c). For the avoidance of doubt, Accounts are only entitled to one (1) Trial Period.

7.4. Designated Subscriptions

Where you have been designated your Subscription through a Club Organisation (**Designated Subscription**) then the following provisions apply:

(a). The Club Organisation reserves the right to suspend, revoke, or reassign any Designated Subscription at any time, including where:

(i). you are in breach of this EULA;

(ii). payment obligations are overdue or unpaid; or

(iii). continued supply of the Designated Subscription is deemed inappropriate, unlawful, or commercially impractical.

(b). Upon revocation of a Designated Subscription:

(i). all rights granted to you in respect of that Subscription will immediately terminate;

(ii). access to the relevant Services will be withdrawn without notice; and

(iii). no refund will be given unless otherwise expressly agreed in writing by the Company.

8. Disclaimer of warranties

8.1. No warranties

(a). Except to the extent required by the Australian Consumer Law (the **ACL**), the Services and all content available through the Services are provided on an "as is" and "as available" basis. The Company makes no representations, warranties, or guarantees of any kind, whether express, implied, or statutory, including (without limitation):

(i). any implied warranties of merchantability;

(ii). fitness for a particular purpose;

(iii). title;

(iv). non-infringement;

(v). quality;

(vi). reliability;

(vii). accuracy;

(viii). performance; or

(ix). compatibility.

(b). The Services cannot be tailored to meet the individual needs or expectations of every user. The Company does not warrant that the Services will operate without interruption, errors, defects, delays, security vulnerabilities, or harmful components, nor that the Services will be available at all times or on all devices.

8.2. Accuracy and limitation of information

(a). Without limiting clause 8.1 above, the Company does not guarantee the accuracy, completeness, or timeliness of any maps, routes, Ride Listings, user-generated Content, reporting, or other information displayed within the Services.

(b). Errors, omissions, outdated data, or inaccurate content may occur, including (but not limited to) incorrect routes, outdated maps, inaccurate end-user reports, incomplete ride information, or incorrect location data.

(c). You acknowledge that reliance on community-generated Content or automated systems may lead to mistakes inherent in such technologies or reporting methods.

8.3. Assumption of risk

(a). You acknowledge and agree that:

(i). you assume full responsibility and all risks associated with your use of, or reliance on, the Services;

(ii). your participation in any Ride Listing arranged through the Services is voluntary and at your own risk; and

(iii). you remain solely responsible for complying with all applicable road rules, safety regulations, and conduct obligations, in the state you are using the Services.

(b). If information displayed within the Services conflict with real-world conditions, such as signage, traffic control, law enforcement directions, or environmental conditions, you must follow real-world conditions and must not rely on the Services.

8.4. Exclusion of liability

(a). To the maximum extent permitted by the applicable law in the Relevant jurisdiction, the Company is not liable for any:

(i). indirect, incidental, special, exemplary, punitive, or consequential losses;

(ii). loss of profit, loss of data, loss of business, or loss of opportunity;

(iii). personal injury, death, property damage, or reputational harm;

(iv). delays, failures, interruptions, bugs, outages, cybersecurity incidents, or system malfunctions; or

(v). damages arising out of your inability to access or use the Services,

even if the Company has been warned of the possibility of such losses.

(b). The Company is not responsible for:

(i). your use of or reliance on any Content;

(ii). communications or interactions between you and other end-users;

(iii). any reliance on inaccurate or outdated information within the Services;

(iv). account suspension, termination, or deletion; or

(v). loss, alteration, or deletion of any Content.

(c). Notwithstanding any other provision of this Agreement, you acknowledge and agree that participating in a Ride Listing through the Services may involve an 'obvious risk' or 'inherent risk' as those terms are defined in the *Civil Liability Act 2002* (NSW). As a condition of using the Services under this Agreement, you agree to waive and release the Company from all liability for any loss, injury or harm you may suffer as a result of your participation in a Ride Listing.

8.5. Third-party providers and other end-users

(a). The Services may enable you to interact with third-party providers or other end-users. You acknowledge that:

(i). the Company does not provide transportation services, ride supervision, or physical participation in Ride Listings;

(ii). any Ride Listings, interactions, or services provided by end-users or third parties are independent of the Company; and

(iii). the Company has no responsibility or liability for any acts, omissions, conduct, or services of any end-user or third-party provider, except where expressly required by law in the Relevant Jurisdiction.

(b). All risk arising from your interactions with other end-users or third parties remains solely with you.

9. Indemnity

9.1. Indemnification

(a). You agree to indemnify and hold harmless the Company, its affiliates, and its respective officers, directors, employees, and agents (collectively, the **Indemnified Parties**) from and against any and all claims demands, actions, causes of action, losses, liabilities, damages, and expenses (including reasonable legal fees) arising out of or in connection with:

(i). your access to or use of the Services, including any activities associated through your use of the Services;

(ii). your breach or violation of this Agreement or any applicable law in the Relevant Jurisdiction;

(iii). the Company's use of any Content or data you submit, upload, or make available through the Services; or

(iv). your violation of the rights of any third party, including independent service providers or other end-users.

(b). Your liability under this clause will be reduced proportionately to the extent that any negligent act or omission of an Indemnified Party directly caused or contributed to the relevant claim, loss, or liability.

(c). To the extent permitted by law in the Relevant Jurisdiction, this indemnity extends to all forms of loss, whether direct or indirect, monetary or non-monetary, and includes all costs associated with responding to, defending, or settling any claim covered by this Agreement.

10. Privacy

10.1. Collection and use of personal information

(a). We take your privacy seriously. In the course of your use of the Services, you may provide personal information, or the Software may collect it, as further detailed in our Privacy Policy.

(b). The Privacy Policy describes our practices regarding the collection, use, and storage of your personal information, and you are encouraged to review it thoroughly.

(c). By accepting this Agreement, you acknowledge and provide your consent to collection, storage, and use of your personal information in accordance with this Agreement, the Privacy Policy, and all applicable laws and regulations within the Relevant Jurisdiction.

10.2. Advertising

(a). The Company will not use your personal data to generate advertising revenue.

(b). End-user data will be collected and used solely for the purpose of:

(i). operating;

(ii). maintaining; and

(iii). improving

the Services and its related products and features.

(c). The Services may introduce advertising-related revenue streams in the future; however, any such advertising will strictly not be based on behavioural data, or personal information, except for limited non-identifying information strictly necessary to deliver the core functionality of the platform.

(d). Such limited information is restricted to the user's classification within the Services such as an 'Adventure', 'Road', Track', or 'Enduro' rider, or as otherwise expressly permitted under the Privacy Policy.

11. Disputes

11.1. Complaint management

(a). The Company will maintain and operate a complaint management framework for the benefit of the Services and you. The Company will manage this framework in a reasonable manner and in accordance with the applicable laws of the Relevant Jurisdiction.

(b). To the extent permitted by law in the Relevant Jurisdiction, the Company may rely on this framework to receive, review, and address complaints relating to the Services, Software or activities of other end-users.

11.2. Disputes between you and the Company

If a dispute arises between you and the Company, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. We strongly encourage you to contact us via the details provided at clause 15 to seek a resolution.

11.3. Reporting disputes between you and other end-users

In the event of a dispute between you and other end-users, we strongly encourage you to try and resolve this dispute directly. Failing that, however, you can report the issue to us by contacting us via the methods listed under clause 15, and within fourteen (14) days, we will reply to you with instructions on how to proceed. You acknowledge that we may investigate such requests, and you agree to provide us with timely information, as requested, to assist in our investigation.

11.4. Confidentiality

All complaints pursuant to this clause 11 are made on a confidential basis and will be dealt with in accordance with this Agreement, our Privacy Policy, and all applicable laws and regulations within the Relevant Jurisdiction.

12. Notice

12.1. General Notice

(a). The Company may provide you with notices, requests, or other communications in connection with this Agreement by:

(i). displaying a general notice within the Services; or

(ii). sending an email to the email address associated with your account.

(b). You agree that such notices will be deemed given when sent by the Company.

(c). You may provide notices to the Company only by written communication sent to the email address designated by the Company for legal notices, as updated from time to time.

(d). You are responsible for ensuring that all contact information associated with your account, including your name and email address, remains accurate and current at all times.

13. Changes to the Software and this Agreement

13.1. Our right to change the Software

The Company is continually improving and developing the Software, including introducing new features, enhancing existing functionality, and updating underlying technologies. As part of this ongoing development, the Company may, from time to time, at its sole discretion and without your consent, add, modify, limit, suspend, or discontinue any aspect of the Services, including features, functionalities, end-user interfaces, limits, or support.

13.2. Notice about changes to the Software

(a). These changes may occur without prior notice where necessary for security, safety, legal compliance, preventing misuse, or addressing operational issues.

(b). Where a change is reasonably expected to have a material negative impact on your use of the Services, the Company will provide reasonable notice unless circumstances require immediate action.

(c). If the Software has been installed onto your device from an App Store, updates may be automatically downloaded and installed once new versions become available. Some settings may allow you to adjust automatic update preferences, but certain updates may be mandatory to ensure secure and proper functioning.

13.3. Our right to change this Agreement

(a). The Company may also, at its sole discretion and without your consent, update or amend the terms of this Agreement from time to time.

(b). If changes materially affect your rights or obligations under this Agreement, the Company will provide appropriate notice, which may include in-app communication, email notification, or posting the updated terms within the Software.

13.4. Acceptance of changes

(a). Your continued access to or use of the Services after the effective date of any updated terms constitutes your acceptance of these changes.

(b). If you do not agree to any modification to the Software or to this Agreement, you must stop using the Services immediately.

14. General

14.1. No waiver

(a). You may not rely on the words or conduct of the Company as being a waiver of any right, power or remedy arising under or in connection with this Agreement, unless the Company has expressly granted a waiver of the right, power or remedy. Any waiver must be in writing, signed by the Company granting the waiver and is only effective to the extent set out in that waiver.

(b). Words or conduct referred to in clause 14.1(a) include any delay in exercising a right, any election between rights and remedies and any conduct that might otherwise give rise to an estoppel.

14.2. Assignment, novation, and other dealings

(a). You may not assign, transfer, or otherwise dispose of any of your rights or obligations under this Agreement, whether in whole or in part, without the Company's prior written consent. For the purposes of this clause, a transfer includes any assignment, acquisition, merger, change of control, or other form of corporate or beneficial transfer.

(b). The Company may assign or transfer its rights and obligations under this Agreement, in whole or in part, at its sole discretion and without your consent, including to any affiliate, subsidiary, purchaser of its equity, business, or assets, or a successor entity resulting from a merger, provided that any such third party assumes the Company's obligations to you under this Agreement.

(c). A breach of clause 14.2(a) by you entitles the Company to terminate this Agreement.

(d). Clause 14.2(c) does not affect the construction of any other part of this Agreement.

14.3. Relationship between you and the Company

(a). Nothing in this Agreement creates or evidences a joint venture, partnership, employment, or agency relationship between you and the Company, or between you and any third-party service provider.

(b). You and the Company shall remain independent, and each has sole authority and control of the manner of, and is responsible for, its performance of its obligations under this Agreement.

14.4. Severability

(a). If the whole or any part of a provision of this Agreement is or becomes invalid or unenforceable under the applicable law of the Relevant Jurisdiction, it is severed in that

jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not.

(b). Clause 14.4(a) does not apply if the severance of a provision of this Agreement in accordance with that clause would materially affect or alter the nature or effect of the Parties' obligations under this Agreement.

14.5. No merger

On termination of this Agreement, the rights and obligations of you and the Company set out in this Agreement will not merge and any provision that has not been fulfilled remains in force.

14.6. Entire agreement

(a). This Agreement is the entire agreement between you and the Company about its subject matter and replaces all previous agreements, understandings, representations and warranties about that subject matter.

(b). Each Party represents and warrants that it has not relied on any representations or warranties about the subject matter of this Agreement except as expressly provided in this Agreement.

14.7. Governing law and jurisdiction

(a). This Agreement is governed by the law in force in the Relevant Jurisdiction.

(b). Each Party irrevocably:

(i). submits to the exclusive jurisdiction of courts exercising jurisdiction in the Relevant Jurisdiction and courts of appeal from them in respect of any proceedings arising out of or in connection with this Agreement; and

(ii). waives any right it has to object to the venue of any legal process in those courts on the basis that the process has been brought in an inconvenient forum or that those courts do not have jurisdiction.

15. Contact

If you need to contact the Company in relation to this Agreement or any other document mentioned here, please contact us via the following:

(a). Using the 'Contact' section on our website: letsride.motosoft.com.au

(b). Email us: support@motosoft.com.au