Terms of Use - Australia (English)

End User License Agreement

Last update: 9 November 2023

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BY ACCESSING AND/OR USING THE SITE, YOU ACCEPT AND AGREE TO THESE TERMS OF USE ON YOUR BEHALF AND, IF YOU ARE ACCESSING OR USING THE SITE ON BEHALF OF ANOTHER PERSON OR ORGANIZATION, ON BEHALF OF SUCH PERSON OR ORGANIZATION (collectively, "you"). IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE SITE AND YOU MUST IMMEDIATELY CEASE ALL USE OF THE SITE.

United Rentals reserves the right, at its sole discretion, to change, add or remove portions of these Terms of Use, at any time. Any such changes to these Terms of Use will be brought to your attention on 30 days' prior notice before such changes take effect. If you disagree with any changes to these Terms of Use, you may cease using the Site. Your continued use of the Site following notification of changes constitutes agreement to the changes. As long as you comply with these Terms of Use and any such modifications, United Rentals grants you a personal, non-exclusive, non-transferable, non-sublicensable, limited right to enter and use the Site.

You should read these Terms of Use carefully before deciding whether you wish to accept these Terms and Conditions.

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You agree that you will not use the Site in a manner that, or submit any User Content that: (i) violates any federal, state, local, or international law or regulation; (ii) may, in our sole discretion, contribute to the harassment, exploitation, or harm of any person, including activities that may be defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable; (iii) may expose United Rentals to any liability, including by posting any material that infringes on or misappropriates the intellectual property rights of third parties; (iv) may be harmful to others, United Rentals' operations, or is a misleading statement about United Rentals' business, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g. get-rich-quick schemes, Ponzi or pyramid schemes, phishing, or pharming) or engaging in other deceptive practices; or (v) involves content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, or other malware.

2. REGISTRATION, CUSTOMER ACCOUNT AND USE OF SITE

Certain services offered on or through the Site require you to first open an Account. You are responsible for maintaining the confidentiality of your Account information, including your password, and for all activity that occurs under your Account, except if any unauthorised use is caused by any negligence by United Rentals, or failure of United Rentals to comply with its obligations under these Terms of Use. You agree to notify United Rentals at the address set forth in Section 4 below immediately of any unauthorized use of your Account or password, or any other breach of security. You may be held liable for losses incurred by United Rentals or any other user of the Site due to someone else using your password or Account, except if any unauthorised use is caused by any negligence by United Rentals, or failure of United Rentals to comply with its obligations under these Terms of Use. You may not use anyone else's password or Account at any time. You may not attempt to gain unauthorized access to Accounts or the Site. Should you attempt to do so, assist others in making such attempts, or distribute instructions, software or tools for that purpose, then your Account will be

terminated, and United Rentals may seek other relief. You agree to provide us with accurate, current and complete information about yourself and your billing information. You may update any of your Account information, including your payment credit card details, by editing your Profile. You may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, probe, test or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or any of the systems or networks comprising or connected to the Site.

You also agree that United Rentals may, in its sole discretion and on 30 days' prior written notice to you, terminate your access to the Site and your Account for: (1) attempts to gain unauthorized access to the Site or assistance to others' attempting to do so, (2) overcoming software security features limiting use of or protecting any Content, (3) discontinuance or material modification of the Site or any service offered on or through the Site, (4) violations of these Terms of Use, (5) failure to pay for purchases or rentals, (6) suspected or actual copyright infringement, (7) unexpected operational difficulties, or (8) requests by law enforcement or other government agencies. Such termination to the Site and your Account will not automatically affect any other contractual relationship we may have with you, such as your purchases or rentals of equipment, goods or services. **You agree that United Rentals will not be liable to you or to any third party for termination of your access to the Site.**

United Rentals reserves the right to investigate complaints or reported violations of these Terms of Use, applicable licenses and/or copyright information on the Site, and to take any action we deem appropriate, including, without limitation, reporting and providing information of any suspected unlawful activity to law enforcement officials, regulators, or other third parties, including disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information.

The Site is intended only for users who are above 18 years of age and reside in Australia. By using the Site, you represent and warrant that you are over the age of 18 and that you reside in and are accessing the Site from within Australia. If you do not meet these requirements, you must not access or use the Site in any way.

3. COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION

As more fully described in our Privacy Policy, located at https://www.royalwolf.com.au/terms-and-conditions, you may be required to disclose certain personal information and financial information to use our Site or register for an Account. As a condition of registering for an Account or using our Site, you acknowledge and agree that you have read and understood our Privacy Policy. Our Privacy Policy will change from time to time and we will notify you of any change by posting an updated version on our Site.

Any information collected through our Site may be stored and processed in the United States or any other country in which United Rentals operates.

United Rentals takes reasonable steps to safeguard and to prevent unauthorised access to your personal information and financial information.

4. COMMUNICATION WITH YOU BY E-MAIL

When establishing an Account with us, requesting a quote or otherwise submitting an enquiry, by providing your email address, you grant permission for United Rentals to contact you at your email address. If you wish to stop receiving communications by email, including any marketing emails, please use the unsubscribe link within each email (if any) or contact our Privacy Officer:

Attn: Privacy Officer
United Rentals Australia Pty Limited trading as Royal Wolf Australia
privacy@ur.com

Please be sure to include your full name, relevant email address and alternative contact details so that we may reach you with a response.

5. TEXT MESSAGE & PHONE TERMS

When establishing an Account with us, requesting a quote or otherwise submitting an enquiry, by providing your phone number, you consent and agree that United Rentals Australia Pty Limited, its affiliates, agents, assigns and service providers may contact you at any telephone number you provide now or in the future that is associated with your Account, in order to administer and service your Account, to collect any amounts that are owed, to offer products and services that may serve your needs, or for any other purpose with your consent. United Rentals, its affiliates, agents, assigns and service providers may contact you via phone call or text messages.

You certify that you are the subscriber of all telephone numbers provided to United Rentals. Standard rates and fees may apply from your telephone provider. If you sign up for marketing communications, you will receive autodialled texts about promotions and special offers that we determine may be of interest to you. Consent to marketing communications is not a condition to purchase. **You may opt out of marketing texts at any time and still receive notifications about the jobsites and orders you follow. You may choose what notifications you receive at any time by logging into your Account and modifying your "Notification Settings". You may also revoke your consent at any time by texting STOP to the number we text you from.**

6. METHODS OF PAYMENT, CREDIT CARD TERMS AND TAXES

All payments must be made by VISA, MasterCard, American Express or direct debit. We currently do not accept cash, personal or business checks, PayPal or any other payment form which is not specified in this section 6.

Your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not these Terms of Use to determine your rights and liabilities as a cardholder.

You agree to pay all fees and charges incurred in connection with your purchases and rentals (including any applicable taxes) made via the Site at the rates in effect and published on the Site or in the applicable quote when the charges were incurred. Subject to the applicable Terms and Conditions, if United Rentals does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by United Rentals or its agents. You are responsible for paying any governmental taxes imposed on your purchases and rentals, including, but not limited to, sales, use or value-added taxes. United Rentals shall automatically charge and withhold the applicable tax for orders to be delivered to addresses within any states, territories or localities that it reasonably deems is required.

7. ORDER ACCEPTANCE POLICY

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell or rent. United Rentals reserves the right at any time after receipt of your order to accept or decline your order for any reason. We may require additional verifications or information before accepting any order. Your order will only be deemed accepted by United Rentals once we have provided written confirmation that your order has been accepted. You acknowledge that the products or services that you have ordered may need to be delivered in parts and that each part delivery may occur on different days.

8. SERVICE AND SUPPORT FOR GOODS SOLD OR RENTED

All requests for technical service and support should be made directly to United Rentals via the Site or other methods of contact.

9. INDEMNIFICATION

By using the Site or Content, you agree to indemnify United Rentals against any and all claims, damages and costs suffered or incurred by United Rentals , including reasonable solicitor/legal fees, arising from: (i) your misuse of the Site or the Content; (ii) any breach by you of these Terms of Use; (iii) breach of any representations or warranties given by you in these Terms of Use; (iv) your negligence or wilful misconduct related to your use of the Site or the Content; (v) your negligence or wilful misconduct related to your use of any products or services supplied to you by United Rentals; and (vi) any User Content that you submit. You may not settle any claim affecting the liabilities or rights of United Rentals without the prior written consent of United Rentals, which consent shall not be unreasonably withheld. You shall not be required to indemnify United Rentals to the extent that it caused or contributed to the claim, damage, cost or expense by its breach of these Terms of Use, its wrongful act or omission or its negligence.

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IF YOU ARE A "CONSUMER" (AS DEFINED UNDER SECTION 3 OF THE AUSTRALIAN CONSUMER LAW) AT THE TIME ANY GOODS OR SERVICES WERE SUPPLIED TO YOU THROUGH THE SITE THEN, UNITED RENTAL'S LIABILITY FOR ITS FAILURE TO COMPLY WITH A GUARANTEE (OTHER THAN A GUARANTEE UNDER SECTION 51, 52 OR 53 OF THE AUSTRALIAN CONSUMER LAW) APPLICABLE TO THAT SUPPLY IS LIMITED TO: FOR A SUPPLY OF GOODS, ONE OR MORE OF THE FOLLOWING: (I) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (11) THE REPAIR OF THE GOODS; (III) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (D) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; AND (B) FOR A SUPPLY OF SERVICES: (IV) THE SUPPLYING OF THE SERVICES AGAIN; OR (V) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

SUBJECT TO THE TERMS OF THIS CLAUSE AND TO THE EXTENT PERMITTED BY LAW, THE MAXIMUM LIABILITY THAT UNITED RENTALS SHALL HAVE IS LIMITED TO THE AMOUNT ACTUALLY PAID TO UNITED RENTALS IN CONNECTION WITH PURCHASE OR HIRE OF ANY PRODUCTS AND/OR SERVICES OFFERED BY UNITED RENTALS.

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14. GENERAL

No delay or failure to take action under these Terms of Use shall constitute any waiver by either party of any provision of these Terms of Use. If any provision of these Terms of Use is invalid or unenforceable under applicable law, it is, to that extent, deemed enforceable to the fullest extent possible (and severable in the event such provision is completely unenforceable) and the remaining provisions of these Terms of Use will continue in full force and effect. These Terms of Use will bind and inure to the benefit of United Rentals' permitted successors and assigns. These Terms of Use are personal to you and may not be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate these Terms of Use shall be null and void. These Terms of Use constitute the complete and exclusive agreement between United Rentals and you with respect to the subject matter hereof and supersede all prior written understandings, communications or agreements not specifically incorporated herein, except that it does not exclude a party's liability for prior false, misleading or deceptive statements or misrepresentations, whether oral or written.

Governing Law

These Terms of Use shall be governed by and construed in accordance with the laws in force in New South Wales, Australia. Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.