

Introduction

This document, entitled Terms of Use, relates to the proper use, by both visitors and financial members, of the communications facility, the Bushtracker Owners Group Forum which forms part of the Bushtracker owners Group website, by both visitors and financial members.

This forum is managed by Bushtracker owners Group Inc., (ABN 086 714 490).

There is an **Open Forum** for visitors and registered users of the Site.

There is a **Private Forum** for use by Financial members of the Bushtracker owners Group. This forum will also be used by our sponsors to keep Bushtracker owners informed about new products, maintenance techniques and other relevant matters.

There is a **Document Library** containing information submitted by Sponsors, financial members and non-financial members. Relevant material should be forwarded to the committee who will arrange for the documents to be posted in the appropriate library.

The intent of these forums is to provide a place for information exchange between people who share an interest in off-road caravanning and specifically Bushtracker Caravans.

When posting to these forums, please be conscious of these guidelines:

- Information should be presented in a positive, constructive manner.
- If you've experienced problems, perhaps you can suggest a possible solution?
- Respect the opinions of others and their right to differ from your thinking.
- Present commentary in a way that will invite feedback - that way, we all learn a bit more.
- Recognise that, given the investment that Bushtracker owners make, the best results will be achieved through a constructive, open dialogue between Owners and Bushtracker International.

Please be aware that whilst there will be many occasions when forum members have differing opinions on topics, it is expected that any debate will be take place in an atmosphere which respects every individual' right to an opinion. Personal criticism, innuendo and disparaging commentary will not be tolerated.

In summary, if the Forums are used correctly, we all have the opportunity learn a lot, have some fun and as has been demonstrated through the previous experiences of the Forum, make a lot of new friends. Please respond to postings in the way you would like people to respond to you. Respect other peoples' integrity and avoid personal critique. Posters who do not abide by these simple guidelines will have their access to the site restricted by the Committee at the sole discretion of the Committee.

Now for the more formal stuff...

Terms of Use

Your access to the Site is conditional upon your acceptance and compliance with this document.

The Bushtracker Owners Group website ("Site") is owned and operated by Bushtracker Owners Group (ABN 086 714 490). Your access to the Site is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained in this document and elsewhere on the Site (known collectively as "Terms of Use"). Your use of, and/or access to, the Site constitutes your agreement to the Terms of Use. Bushtracker Owners Group reserves the right to amend the Terms of Use at any time. Since these Terms

of Use bind you, you should periodically refer to them in this document and elsewhere on the Site.

Intellectual Property and restrictions on use of Content on the Site

All information, text, material, graphics, software and advertisements on the Site ("Content") are Copyright ©1999-2002 I.T Beyond Pty Ltd, its suppliers and/or licensors unless expressly indicated otherwise on the Site. The Content is protected by Australian and international copyright and trademark laws. Content on the Site is published in real-time, and you must not modify, copy, reproduce, republish, frame, upload to a third party, post, transmit or distribute this Content in any way except as expressly provided for on the Site or expressly authorised in writing by Bushtracker Owners Group I.T. Beyond or its Affiliates. Strictly on the condition that you keep all content intact and in the same form as presented on the Site (including without limitation all copyright, trademark and other proprietary notices and all advertisements), you may: a) using an industry-standard Web browser, download and view the Content for your personal, non-commercial use, or b) if you are an Internet service and/or access provider, supply the Content to your subscriber. You must not use the Site in any manner or for any purpose that is unlawful or in any manner which violates any right of Bushtracker Owners Group, I.T. Beyond, or an Affiliate or which is prohibited by the Terms of Use.

Communication Facilities

The Site contains interactive communication facilities that provide for feedback by users to the Site, real-time interaction between users (including individuals referred to as visitors and members) and other electronic messaging and notice services ("Communication Facilities").

It is a condition of your use of any Communication Facility and your access to the Site that you do not do any of the following:

- restrict or inhibit any other user from using or enjoying any Forum;
- post or transmit any unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane or indecent information or material of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law;
- post or transmit any material of any kind which violates or infringes upon the rights of any other person, including material which is an invasion of any privacy or publicity rights or which is protected by copyright, trademark or any other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or relevant right holder and include attribution to that source;
- post or transmit any material of any kind which contains a virus or other harmful component;
- post, transmit or in any way exploit any material of any kind for commercial purposes, or which contains any promotional material or advertising;
- delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded; or
- download any file posted by any other user of a Forum if you know, or reasonably ought to know, that the file cannot legally be distributed in such manner.

Bushtracker Owners Group Committee members may from time to time monitor or review the contents of its Communication Facilities. While Bushtracker Owners Group reserves its right to edit, refuse to post or to remove any information and/or materials (in whole or in part) that in Bushtracker Owners Group Committee members sole discretion is in any way objectionable or in violation of any applicable law or the Terms of Use, Bushtracker Owners Group has no obligation whatsoever to monitor any Communication Facility or to edit, delete

or refuse to post such contents, nor is Bushtracker Owners Group responsible for any contents in any Communication Facilities (including any information, comments and/or advice of any individual referred to as guest or expert whose statements on the Site are solely their own). You expressly acknowledge and agree that the Communication Facilities provide a means of public and not private communications.

Bushtracker Owners Group reserves the right to cooperate fully with any law enforcement authority in any jurisdiction in respect of any lawful direction or request to disclose the identity or other information in respect of anyone posting any materials which violate any applicable or relevant law.

Guidelines for posting on the forums.

Any posting that in the opinion of the members of the committee contravenes the guidelines will be removed from the forum and the committee will have the discretion to:

- a) In the case of a non financial member, ban them for further participating in the forum, and
- b) In the case of a financial member either issue a warning for a minor contravention, or if it is a case of a more serious contravention, prevent that person from posting on the site for a period of 1 month. If after being granted the ability to again post messages, that person continues to post unsuitable material, then the committee may permanently ban that person from participating in any on-line forums.

Advertising, links to third party websites and e-commerce offers

The Site contains hyperlinks and other pointers to Internet websites operated by third parties. These linked websites are not under the control of the Bushtracker Owners Group, and Bushtracker Owners Group is not responsible for the contents of any linked web or any hyperlink contained in a linked website. Bushtracker Owners Group provides these hyperlinks to you as a convenience only, and the inclusion of any link does not imply any endorsement of the linked website by Bushtracker Owners Group. You link to any such website entirely at your own risk.

The Site also contains third party advertisements (including banner ads and full page advertisements) which contain embedded hyperlinks or which include referral buttons to websites operated by third parties or their licensees or contractors. All third party advertising (including referral buttons and embedded hyperlinks) is paid for by the relevant third party advertisers and are not recommendations or endorsements by Bushtracker Owners Group. You are referred to the relevant advertiser for all information regarding the advertiser and its products and/or services.

In some instances, the advertisement will contain representations or offers by the third party advertiser which you can accept by linking to the advertiser's website and executing the relevant transaction. Such offers are not made by Bushtracker Owners Group, and the third party advertiser is solely responsible to you for the delivery of any goods or services you purchase on the third party website.

Disclaimer and limitation of liability

Under no circumstances (including but not limited to any act or omission on the part of Bushtracker Owners Group) will Bushtracker Owners Group be liable for any indirect, incidental, special and/or consequential damages or loss of profits whatsoever which result from any use or access of, or any inability to use or access, the Site or any Content. You expressly acknowledge and agree that Bushtracker Owners Group does not exert control over users of the Site (including individuals referred to on the Site as guests and experts) and

is not liable either for their opinions or their behaviour including any information and/or advice and any defamatory statements or offensive conduct.

The limitation of liability does not preclude a sponsor or individual member from exercising their right to pursue their own legal action on individual members.

Termination

The Terms of Use are effective until terminated by Bushtracker Owners Group, and Bushtracker Owners Group Committee may terminate this agreement and your access to the Site at any time without notice. In the event of termination, you are no longer authorised to access the Site, but all restrictions imposed on you, licenses granted by you and all disclaimers and limitations of liability set out in the Terms of Use will survive.