

*A reference to "you" in these terms means and refers to the user and the user's agents, representatives and assigns. Acceptance of these terms shall bind you, your agents, representatives and assigns.*

## **Terms and Conditions of using Polk Vehicle Data**

You acknowledge that:

1. Polk vehicle data and content is protected by copyright and provided "as is" without warranties of any kind, either express or implied, including, but not limited to, warranties of title, those of merchantability, fitness for a particular purpose, noninfringement or arising from a course of dealing, usage or trade practice, other than those warranties which are incapable of exclusion, restriction or modification under applicable law. Polk vehicle data and content cannot be guaranteed error free and that the existence of any such errors shall not constitute a breach of these terms;
2. You will not rely on the contents of any material within or any material produced on this website without first obtaining independent advice from an appropriately qualified professional person; and
3. Neither the TAC or R. L. Polk Australia is responsible for the results of any actions taken by you on the basis of material within or any material produced by [howsafeisyourcar.com.au](http://howsafeisyourcar.com.au), nor for any error or omission in the material contained within or produced by R. L. Polk Australia and made available on this website.

### **Limitation of liability**

4. Subject to any rights or remedies available under the Trade Practices Act 1974 or any other statute, neither the TAC or R. L. Polk Australia will be liable for any loss or damage, including consequential loss, suffered as a result of use of the Polk vehicle data and this website.

### **Governing law**

5. These terms are governed by and construed according to the law of the state of Victoria and you submit to the non-exclusive jurisdiction of its courts.