



# Ragly Travel online Terms of Use

## USING THIS WEBSITE

1. Using this website means you accept these terms and conditions. Ragly Travel online grants you a limited, personal, non-transferable, revocable license to access and use the Site only as expressly permitted by these terms and conditions. We may at any time modify these terms and conditions and the changes will come into effect once they are uploaded into this Site. You acknowledge and agree that your continued use of this Site is subject to the terms and conditions in force at the time of your use.

## YOUR OBLIGATIONS AND WARRANTIES

2. In consideration of Ragly Travel online permitting you to use the Service, you warrant to us that: (a) you are at least 18 years old and have the power and authority to enter into a binding contract with us and with the Third Party Travel Provider; (b) the information you provide us about yourself is true, accurate, current and complete (apart from any optional items) as required by any registration process; and (c) you will maintain and promptly update this information to keep it true, accurate and complete.

3. Access to certain areas of the Site is only available to registered members. You are responsible for maintaining the confidentiality of your Member ID and password and are fully responsible for activities undertaken under your Member ID and password (including where your account is used by another person), unless these activities arise due to our negligence or breach of these terms and conditions by us.

4. You must use the Service in accordance with these terms and conditions and must not use the Service in any way to breach any laws or defame anyone.

5. You must not:

(a) Use another's personal information, including name, Member ID or password without permission;

(b) Make any fraudulent, speculative or false enquiries, bookings, reservations or requests using the Site;

(c) Use the Site while impersonating another person;

(d) Post or transmit to or via the Site any unlawful, threatening, libellous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any other material that could give rise to civil or criminal proceedings;

(e) Tamper with, hinder the operation of or make unauthorised modifications to the Site (including deleting data from the Site without our permission);

(f) Knowingly transmit any virus or other disabling feature to the Site;

(g) Breach any third party rights (including intellectual property rights and obligations of confidentiality owed to third parties) or infringe any laws in any jurisdiction in using this Site; or

(h) Place false or misleading information on this Site

6. You agree to indemnify us from and against all claims, actions, suits, demands, liabilities, costs or expenses, losses including consequential losses, whether arising directly or indirectly from the use of the Service by you or any person using the Service through any means provided to you.

## INTELLECTUAL PROPERTY



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9. Trademarks (whether registered or unregistered) and logos must not be used or modified in any way without obtaining our prior written consent.
10. The Site, including trademarks, business names, company names, logos, get-up (trade dress), products, technology and processes contained in this Site may be the subject of other intellectual property rights owned by us or by third parties. No licence is granted in respect of those intellectual property rights other than as set out in these terms and conditions. Your use of this Site must not in any way infringe the intellectual property rights of any third party in any jurisdiction.
11. Much of the Content is owned by third parties. These materials are subject to the additional terms below, which are incorporated into, and made a part of these terms and conditions.
12. Any communication or materials you transmit to Ragly Travel online, through the Site, by electronic mail or otherwise, including any data, question, comments, rating of a property or attraction, suggestion, idea, or the like ("Communications or Materials") will be treated as non-confidential and non-proprietary. By voluntarily submitting to us, or by posting on the Site any Communications or Materials, you grant Ragly Travel online, and all users of the Site, a worldwide, non-exclusive, royalty free, perpetual, irrevocable, and fully sub-licensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from distribute, and display such Communications or Materials in any form, media or technology. We assume no responsibility for any Communications or Materials posted or submitted, or for the return or such Communications or Materials. We want your feedback and appreciate your ideas and suggestions, but we are unable to answer every comment individually.

#### **DISCLAIMERS AND LIMITATION OF LIABILITY**

13. This Site is provided by us on an 'as is' basis. We do not warrant or represent the Content of this site is accurate, up-to-date or complete, or that it does not infringe the rights of any third parties. We make no representations or warranties of any kind with respect to the site, its content or any of the products supplied through the Site. To the maximum extent permitted by law, we disclaim all implied representations and warranties including without limitation, implied warranties that the Travel Products offered and supplied through the Site will be of merchantable quality, fit for any purpose or will comply with any description on the Site.
14. To the extent permitted by law, we are not liable to you or anyone else (including for negligence, breach of contract or tort) for any loss or damage (including specific, indirect, consequential or economic loss) however caused and which is suffered directly or indirectly in connection with the:
  - use of (or inability to use) this Site, the Service or any linked site;
  - disruption to this Site or the Service;
  - the delivery or non-delivery of Travel Products acquired by using the Service; and
  - any act or omission of Third Party Travel Providers or other third parties.



15. To the maximum extent permitted by law, Ragly Travel online excludes all liability for direct, indirect, consequential or incidental damages, lost profits or savings or damages for disappointment. Our liability for a breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the extent possible, at our option to the supply of the services again or the payment of the cost of having the service supplied again.

#### **LINKS**

16. For your convenience, our Site provides links to other sites. When you click on one of these links, you are leaving our Site and entering another site. Ragly Travel online does not guarantee that this Site or any linked site will be free from viruses, or that this Site or any linked site will be uninterrupted. You acknowledge that the inclusion of links on this site is not intended as an endorsement or recommendation of any linked site or its content of such sites.

#### **PRIVACY**

17. You acknowledge and agree that we may disclose some or all of your personal information as outlined in our Privacy Policy. The terms of our Privacy Policy are incorporated into these terms and conditions.

#### **TERMINATION**

18. We may terminate this agreement, your registration with or ability to access this Site and/or any other service provided to you by us and any other agreement between us, immediately if you breach any of the terms and conditions on this page.

#### **JURISDICTION AND LAW**

19. Use of this Site, all matters arising out of or in connection with it and all terms are governed by the laws applicable in the State of New South Wales. By accessing this Site, you consent and submit to the exclusive jurisdiction of the Courts of New South Wales in all matters arising out of or in connection with your use of this Site and terms.

#### **DEFINITIONS**

**"Content"** means the text, documents, information, data, articles, images, photographs, graphics, software, applications, video recordings, audio recordings, sounds, designs, features, and other materials that are available on the Site.

**"Ragly Travel online"** or **"us"** or **"we"** means Ragly Travel Pty Ltd trading as Ragly Travel online (ABN 15 605 791 197) and its subsidiaries and related bodies corporate.

**"Member"** means an individual who has registered with the Site. Members choose a Member ID and password.

**"Member ID"** means the email address you use (with your password) to login to our Site.

**"Services"** means making this site and any software associated with it available to you and providing a facility to enter into transactions with third parties, whose details and products and services appear on this site.

**"Site"** means this website ([www.raglytravel.com](http://www.raglytravel.com)).



**"Third Party Travel Provider"** means the company or person who provides you with the Travel Product on terms and conditions agreed with you.

**"Travel Product"** means the service or product provided by a Third Party Travel Provider, for example, an airline or hotel.

**"You"** means any user of this Website and includes and person who acquires a Service (whether or not that Service was acquired by another person);

Last Updated 1 June 2015.