

WEBSITE TERMS OF USE

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms of Use, unless the context otherwise requires, the following terms bear the meanings assigned to them:

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and corresponding provisions under State and Territory legislation, as amended or replaced from time to time;

Company means Dollar Club Pty Ltd ACN 676 214 378 ABN 52 676 214 378 trading as Next Level Trucks of Unit 3, 50-56 Centenary Place, Logan Village QLD 4207;

Intellectual Property Rights means all intellectual property rights worldwide, including without limitation copyright, trade marks, design rights, patents, semiconductor and circuit layout rights, trade secrets, confidential information, know-how, moral rights and all other proprietary rights, whether registrable or not and whether registered or not, and includes applications for registration and the right to apply for registration of any of those rights;

Personal Information has the meaning given to that term in the *Privacy Act 1988* (Cth), as amended from time to time;

Site means the website operated by the Company at <https://www.nextleveltrucks.com.au/> and any related websites, mobile applications, or digital platforms operating under the Company's control;

Terms means these Website Terms of Use, as amended, varied, or supplemented from time to time in accordance with clause 3;

User Contributions means any information, content, materials, data, text, images, audio, video, or other materials of any nature whatsoever that a User uploads, submits, posts, publishes, transmits, or otherwise makes available through the Site; and

User means any person who accesses, browses, or uses the Site in any manner whatsoever.

1.2 Interpretation

In these Terms, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include every gender;
- (d) references to persons include bodies corporate, unincorporated associations, partnerships, and joint ventures;
- (e) references to clauses are references to clauses in these Terms;
- (f) references to legislation include amendments, re-enactments, or replacements of that legislation; and
- (g) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning.

2. ACCEPTANCE OF TERMS AND FORMATION OF AGREEMENT

2.1 Agreement Formation

These Terms constitute a legally binding agreement between the User and the Company governing the User's access to and use of the Site. By accessing,

browsing, using, or attempting to use the Site in any manner, the User unconditionally accepts and agrees to be bound by these Terms and represents that they have read, understood, and agree to comply with all provisions contained herein.

2.2 Capacity and Authority

By accepting these Terms, the User represents and warrants that:

- (a) they have the legal capacity and authority to enter into this agreement and to perform their obligations hereunder;
- (b) if accepting these Terms on behalf of an organisation, they are duly authorised to bind that organisation to these Terms;
- (c) they are at least eighteen (18) years of age or the age of majority in their jurisdiction of residence, whichever is greater; and
- (d) their use of the Site will not violate any applicable laws, regulations, or third-party rights.

2.3 Conditional Use

Access to and use of the Site is conditional upon the User's acceptance of and compliance with these Terms. If the User does not agree with any provision of these Terms, they must immediately cease all use of the Site and may not access or use the Site in any manner. Continued use of the Site following any amendments to these Terms constitutes acceptance of such amendments.

3. VARIATION AND AMENDMENT OF TERMS

3.1 Right to Amend

The Company reserves the absolute right, in its sole discretion, to modify, amend, supplement, or replace these Terms at any time without prior notice to Users. Such amendments may be made to reflect changes in applicable law, the Company's business practices, technological developments, or for any other reason deemed appropriate by the Company.

3.2 Notice of Amendments

When material changes are made to these Terms, the Company will endeavour to provide reasonable notice by:

- (a) posting the updated Terms on the Site with the effective date of the amendments clearly indicated;
- (b) providing notification through the Site's interface, email communication, or other appropriate means; or
- (c) any other method of notification that the Company deems reasonable and practicable in the circumstances.

3.3 Continued Use Following Amendment

Users are responsible for regularly reviewing these Terms to ensure awareness of any amendments. Continued access to or use of the Site following the posting of amended Terms constitutes unconditional acceptance of such amendments. Users who do not accept any amendments must immediately discontinue use of the Site.

4. SITE OPERATION AND AVAILABILITY

4.1 Service Provision

The Company provides the Site and its content on an "as is" and "as available" basis without warranty or guarantee of any kind. The Company does not warrant that the Site will be continuously available, uninterrupted, error-free, secure, or free from unauthorised access, viruses, or other harmful components.

4.2 **Right to Suspend or Modify Services**

The Company reserves the right, at its absolute discretion, to:

- (a) suspend, withdraw, discontinue, or restrict access to all or any part of the Site at any time for operational, business, technical, or legal reasons;
- (b) modify, update, or enhance the Site's features, functionality, or content without notice; and
- (c) implement maintenance, upgrades, or other technical procedures that may temporarily affect Site availability.

4.3 **No Guarantee of Availability**

The Company makes no representation or warranty regarding the continuous availability of the Site or any specific features thereof. Users acknowledge that temporary interruptions, outages, or technical difficulties may occur and agree that the Company shall bear no liability for such occurrences or any consequences arising therefrom.

5. **USER ELIGIBILITY AND COMPLIANCE OBLIGATIONS**

5.1 **Geographic and Age Restrictions**

The Site is intended primarily for Users who are:

- (a) at least eighteen (18) years of age or the age of majority in their jurisdiction, whichever is greater;
- (b) residing within Australia and accessing the Site from within Australian territory; and
- (c) legally capable of entering into binding contractual arrangements under applicable law.

5.2 **International Access**

Whilst the Company does not prohibit international access to the Site, Users accessing the Site from jurisdictions outside Australia acknowledge that:

- (a) they do so at their own risk and responsibility;
- (b) they are solely responsible for ensuring compliance with all applicable local laws and regulations;
- (c) the content and services provided through the Site may not be appropriate, available, or lawful in their jurisdiction; and
- (d) the Company makes no representation regarding the Site's compliance with laws outside Australia.

5.3 **Compliance with Laws**

All Users must ensure their use of the Site complies with applicable federal, state, and local laws and regulations. Users are solely responsible for determining what laws apply to their use of the Site and for ensuring such compliance.

6. **ACCOUNT SECURITY AND USER CREDENTIALS**

6.1 **Confidentiality Obligations**

Where the Company provides Users with authentication credentials, including but not limited to user identification codes, passwords, access tokens, or other security information, Users must:

- (a) treat all such information as strictly confidential and proprietary to the Company;
- (b) implement appropriate security measures to prevent unauthorised access to or disclosure of such credentials;
- (c) not disclose such credentials to any third party under any circumstances; and

- (d) use such credentials solely for their intended purpose in accordance with these Terms.

6.2 **Security Breach Notification**

Users must immediately notify the Company at joel@nextleveltrucks.com.au if they:

- (a) become aware or suspect that their account credentials have been compromised, disclosed, or accessed by unauthorised persons;
- (b) identify any unauthorised use of their account or credentials; or
- (c) observe any suspicious activity relating to their account or the Site's security systems.

6.3 **Company's Security Rights**

The Company reserves the right, in its absolute discretion, to:

- (a) disable, suspend, or terminate any user credentials at any time without notice;
- (b) implement additional security measures or authentication requirements;
- (c) monitor account activity for security and compliance purposes; and
- (d) take any action deemed necessary to protect the Site's security and integrity.

7. **INTELLECTUAL PROPERTY RIGHTS AND CONTENT LICENSING**

7.1 **Company's Intellectual Property Rights**

The Company is the owner or authorised licensee of all Intellectual Property Rights subsisting in the Site and all content, materials, information, software, designs, graphics, logos, text, images, audio, video, and other materials published, displayed, or otherwise made available through the Site. All such Intellectual Property Rights are protected by applicable intellectual property laws and international treaties.

7.2 **Limited Licence to Users**

Subject to these Terms and the User's compliance therewith, the Company grants Users a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to:

- (a) access and use the Site solely for personal, non-commercial purposes;
- (b) view and print individual pages from the Site for personal reference; and
- (c) download and store extracts of Site content solely for personal use, provided that all proprietary notices and copyright attributions are retained.

7.3 **Prohibited Uses and Restrictions**

Users are strictly prohibited from:

- (a) modifying, adapting, altering, or creating derivative works from any Site content without express written authorisation;
- (b) using any illustrations, photographs, video sequences, audio content, or graphics separately from accompanying text;
- (c) removing, altering, or obscuring any copyright, trade mark, or other proprietary rights notices;
- (d) using any Site content for commercial purposes without obtaining appropriate licensing;
- (e) reproducing, distributing, or publicly displaying Site content beyond the scope of the limited licence granted herein; and
- (f) reverse engineering, decompiling, or attempting to derive source code from any software or technical systems underlying the Site.

8. DISCLAIMERS AND INFORMATION USE

8.1 General Information Disclaimer

All content provided through the Site is intended for general informational purposes only and does not constitute professional advice of any kind. The Company expressly disclaims any representation or warranty that Site content is accurate, complete, current, or suitable for any particular purpose or application.

8.2 No Professional Advice

Nothing contained on the Site should be construed as constituting professional advice, including but not limited to legal, financial, medical, technical, or other specialist advice. Users should not rely upon Site content as a substitute for professional consultation and should seek appropriate professional advice before making decisions based on Site information.

8.3 Currency and Accuracy Limitations

Although the Company makes reasonable efforts to maintain current and accurate information on the Site, it makes no warranty or guarantee regarding:

- (a) the accuracy, completeness, or currency of any information provided;
- (b) the suitability of Site content for any particular purpose or circumstance;
- (c) the reliability or availability of any external links or third-party content; or
- (d) the continuation of any products, services, or information described on the Site.

9. THIRD-PARTY CONTENT AND EXTERNAL LINKS

9.1 Third-Party Content Disclaimer

The Site may contain links to external websites, applications, or resources operated by third parties, including banner advertisements, sponsored content, and informational links. The Company provides such links solely for User convenience and information purposes and does not endorse, approve, or assume responsibility for any third-party content, products, services, or practices.

9.2 No Control or Responsibility

The Company exercises no control over and bears no responsibility for:

- (a) the content, accuracy, or availability of third-party websites or resources;
- (b) the practices, policies, or conduct of third-party operators;
- (c) any goods, services, or information provided by third parties;
- (d) any loss, damage, or liability arising from User interaction with third parties; or
- (e) the security, privacy, or data handling practices of external websites.

9.3 Independent Access and Assessment

Users access third-party websites and resources entirely at their own risk and subject to the applicable terms and conditions of those third parties. Users should independently assess the suitability, reliability, and legality of any third-party content before engaging with or relying upon such content.

10. USER-GENERATED CONTENT AND SUBMISSIONS

10.1 Permitted Submissions

The Site may provide functionality that allows Users to upload, submit, post, or otherwise contribute User Contributions to the Site or associated platforms. All User Contributions must comply with the content standards specified in clause 11 and applicable laws.

10.2 **Licence Grant to Company**

By submitting User Contributions to the Site, Users grant to the Company and its affiliates, service providers, licensees, successors, and assigns a worldwide, perpetual, irrevocable, non-exclusive, transferable, royalty-free licence to:

- (a) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Contributions;
- (b) incorporate User Contributions into other works in any format or medium now known or later developed;
- (c) sublicense the rights granted herein to third parties; and
- (d) use the User's name, likeness, and biographical information in connection with User Contributions, subject to applicable privacy laws.

10.3 **User Representations and Warranties**

Users represent and warrant that:

- (a) they own or control all rights necessary to grant the licence specified in clause 10.2;
- (b) all User Contributions comply with these Terms and applicable laws;
- (c) User Contributions do not infringe any third-party Intellectual Property Rights or other legal rights;
- (d) User Contributions are not defamatory, obscene, threatening, or otherwise unlawful; and
- (e) they have obtained all necessary consents, licences, and permissions for the submission and use of User Contributions as contemplated herein.

10.4 **Content Monitoring and Removal Rights**

The Company reserves the right, but assumes no obligation, to:

- (a) monitor, review, and moderate all User Contributions;
- (b) remove, edit, or disable User Contributions that violate these Terms or applicable laws;
- (c) disclose User identity to third parties claiming intellectual property infringement or other legal violations; and
- (d) take any action deemed appropriate in response to User Contributions, including account suspension or termination.

11. **CONTENT STANDARDS AND PROHIBITED CONDUCT**

11.1 **General Content Standards**

All User Contributions must comply with applicable federal, state, local, and international laws and regulations. User Contributions must not:

- (a) contain defamatory, obscene, abusive, offensive, harassing, violent, hateful, discriminatory, or otherwise objectionable material;
- (b) promote or contain pornographic material, graphic violence, or content that discriminates based on race, gender, religion, nationality, disability, sexual orientation, or age;
- (c) infringe any patent, trade mark, trade secret, copyright, moral right, or other Intellectual Property Rights;
- (d) violate privacy rights or contain material that could give rise to civil or criminal liability;
- (e) be likely to deceive, mislead, or defraud any person or entity;
- (f) promote illegal activities or assist in unlawful conduct;
- (g) cause harassment, distress, or unwarranted anxiety to any person; or
- (h) misrepresent the User's identity or affiliation with any person or organisation.

11.2 Commercial Content Restrictions

User Contributions must not:

- (a) involve unauthorised commercial activities, including contests, sweepstakes, advertising, or promotional material;
- (b) contain unsolicited marketing communications, spam, chain letters, or pyramid schemes;
- (c) give the false impression that they are endorsed by or originate from the Company; or
- (d) attempt to engage in commercial exploitation of the Site without express authorisation.

11.3 Technical and Security Prohibitions

Users must not:

- (a) use automated systems, including robots, spiders, or data mining tools, to access or interact with the Site;
- (b) attempt to reverse engineer, decompile, or interfere with the Site's technical operation;
- (c) introduce viruses, malware, or other harmful code;
- (d) attempt unauthorised access to Site systems, servers, or databases;
- (e) engage in denial-of-service attacks or similar disruptive conduct; or
- (f) circumvent security measures or user authentication systems.

12. PRIVACY POLICY AND DATA PROTECTION

12.1 Privacy Policy Incorporation

The Company's collection, use, and disclosure of Personal Information is governed by the Australian Consumer Law requirements and the Company's Privacy Policy, which is available at <https://www.nextleveltrucks.com.au/privacy-policy> and is incorporated into these Terms by reference. Users acknowledge that they have read and understood the Privacy Policy.

12.2 Consent to Data Processing

By accepting these Terms, Users expressly consent to:

- (a) the Company's collection, use, and disclosure of Personal Information in accordance with the Privacy Policy;
- (b) receiving direct marketing communications from the Company and its authorised service partners via email and other electronic means; and
- (c) the use of cookies and similar tracking technologies.

12.3 Data Protection Compliance

The Company complies with the *Privacy Act 1988* (Cth) and the *Privacy and Other Legislation Amendment Act 2024*, including requirements for data breach notification, user data rights, and enhanced privacy protections. Users may exercise their rights under applicable privacy legislation by contacting the Company at joel@nextleveltrucks.com.au.

13. LIMITATION OF LIABILITY AND INDEMNIFICATION

13.1 Exclusion of Liability

To the maximum extent permitted by law, the Company, its directors, officers, employees, agents, affiliates, licensors, and service providers exclude all liability for any loss, damage, cost, or expense of any kind arising from or in connection with:

- (a) User access to or use of the Site;
- (b) any content, information, or materials available through the Site;

- (c) technical failures, interruptions, or security breaches;
- (d) User Contributions or third-party content;
- (e) any goods or services obtained through the Site; or
- (f) any other matter relating to the Site or these Terms.

13.2 Australian Consumer Law Compliance

Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, warranty, or other right or remedy conferred by the Australian Consumer Law or other applicable legislation that cannot be lawfully excluded. Where the Australian Consumer Law or other legislation implies warranties or conditions that cannot be excluded, the Company's liability is limited to the extent permitted by such legislation.

13.3 Limitation of Damages

Where liability cannot be excluded under applicable law, the Company's total liability to any User for all claims arising from or relating to these Terms or the Site shall not exceed the amount paid by the User to the Company in the twelve (12) months preceding the event giving rise to the claim.

13.4 User Indemnification

Users agree to defend, indemnify, and hold harmless the Company and its directors, officers, employees, agents, affiliates, licensors, and service providers from and against all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising from or relating to:

- (a) the User's breach of these Terms or applicable laws;
- (b) User Contributions and their use by the Company as permitted herein;
- (c) the User's use of the Site or information obtained therefrom; and
- (d) the User's violation of any third-party rights.

14. CYBERSECURITY AND TECHNICAL PROTECTION

14.1 Security Disclaimer

Whilst the Company implements reasonable security measures to protect the Site and user data, it cannot guarantee that the Site will be completely secure or free from viruses, malware, or other harmful code. Users acknowledge that internet transmission and electronic storage involve inherent security risks.

14.2 User Responsibility for Security

Users are responsible for:

- (a) implementing appropriate antivirus and security software on their devices;
- (b) configuring their technology appropriately to access the Site safely;
- (c) protecting their account credentials and personal information; and
- (d) reporting suspected security breaches or vulnerabilities to the Company.

14.3 No Liability for Security Breaches

The Company shall not be liable for any security breaches, unauthorised access, or technical vulnerabilities affecting the Site or user devices, except to the extent such liability cannot be excluded under applicable law.

15. LINKING TO THE SITE

15.1 Permitted Linking

Third parties may link to the Site's home page provided such linking:

- (a) is conducted in a fair and legal manner that does not damage the Company's reputation or unfairly exploit the Company's intellectual property;

- (b) complies with all applicable laws and the content standards specified in clause 11;
- (c) does not suggest any form of association, approval, or endorsement by the Company where none exists; and
- (d) does not involve framing, mirroring, or embedding the Site within another website without authorisation.

15.2 **Prohibited Linking Practices**

Third parties must not:

- (a) create deep links to specific Site pages without express written permission;
- (b) use the Company's trade marks, logos, or other intellectual property in connection with linking;
- (c) present Site content in a manner that could confuse or mislead users about its origin; or
- (d) engage in any linking practice that violates these Terms or applicable laws.

15.3 **Withdrawal of Linking Permission**

The Company reserves the right to withdraw permission for linking at any time without notice. Parties wishing to link to or use Site content beyond the scope permitted herein must contact the Company at joel@nextleveltrucks.com.au for express authorisation.

16. **GOVERNING LAW AND DISPUTE RESOLUTION**

16.1 **Governing Law**

These Terms are governed by and construed in accordance with the laws of Queensland, Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts of Queensland and any courts that may hear appeals from those courts.

16.2 **Dispute Resolution Process**

Before commencing formal legal proceedings, parties agree to:

- (a) attempt to resolve disputes through good faith negotiation;
- (b) provide written notice of disputes with reasonable detail of the issues involved;
- (c) allow sixty (60) days for informal resolution efforts; and
- (d) consider alternative dispute resolution methods, including mediation, where appropriate.
- (e) None of the aforementioned steps prevents the Company from taking urgent or ex parte steps to protect its interests.

16.3 **Enforcement and Severability**

If any provision of these Terms is found to be invalid, illegal, or unenforceable, such provision shall be severed from these Terms without affecting the validity or enforceability of the remaining provisions. The parties agree that the courts should endeavour to give effect to the parties' intentions as reflected in the provision to the maximum extent possible.

17. **TRADE MARKS AND PROPRIETARY RIGHTS**

17.1 **Company Trade Marks**

Next Level Trucks and all related names, logos, product and service designations, designs, slogans, and trade marks displayed on the Site are the exclusive property of the Company or its licensors. Users must not use such

marks without prior written authorisation except as expressly permitted under the limited licence granted in clause 7.2.

17.2 **Third-Party Trade Marks**

Other names, logos, and trade marks appearing on the Site may be the property of their respective owners and are used by the Company under appropriate licensing arrangements. Nothing in these Terms grants any rights to use third-party trade marks or intellectual property.

17.3 **Protection of Proprietary Rights**

The Company actively protects its Intellectual Property Rights and will pursue appropriate legal remedies against unauthorised use. Users who become aware of potential infringement should notify the Company at joel@nextleveltrucks.com.au with relevant details.

18. **PROHIBITED USES AND ENFORCEMENT**

18.1 **Comprehensive Use Restrictions**

In addition to other restrictions specified in these Terms, Users must not use the Site:

- (a) in any manner that violates applicable laws or regulations;
- (b) to exploit, harm, or attempt to exploit minors in any way;
- (c) to transmit unauthorised advertising, promotional material, or spam;
- (d) to impersonate any person or entity or misrepresent affiliation;
- (e) to engage in conduct that restricts other Users' enjoyment of the Site; or
- (f) for any purpose that could harm the Company or expose it to liability.

18.2 **Technical Restrictions**

Users must not:

- (a) use any device, software, or routine that interferes with the Site's proper operation;
- (b) attempt to gain unauthorised access to Site systems or databases;
- (c) use automated scripts or processes to extract Site content; or
- (d) engage in any activity that could disable, overburden, or impair the Site's functionality.

18.3 **Enforcement Measures**

The Company may report violations of these Terms to relevant law enforcement authorities and will cooperate with such authorities by disclosing User identity where legally required. Violation of these Terms may result in immediate termination of Site access and potential legal action.

19. **ONLINE TRANSACTIONS AND SEPARATE AGREEMENTS**

19.1 **Separate Transaction Terms**

Any purchases, bookings, or other transactions conducted through the Site are governed by separate terms and conditions that will be presented at the time of transaction. Such separate terms are incorporated into these Terms by reference and form part of the overall agreement between the parties.

19.2 **Australian Consumer Law Compliance for Transactions**

All transactions are conducted in compliance with the Australian Consumer Law, including requirements for refund, repair, and replacement policies. Specific transaction terms will detail applicable consumer guarantees and remedies.

19.3 **Payment and Security**

Where the Site processes payments or financial transactions, appropriate

security measures are implemented in accordance with applicable payment card industry standards and financial services regulations.

20. SUPPLEMENTARY TERMS AND CONDITIONS

20.1 Additional Terms Application

Additional terms and conditions may apply to specific portions, services, or features of the Site, including but not limited to:

- (a) particular services or product offerings;
- (b) competition or promotional activities;
- (c) user account features or premium services;
- (d) mobile applications or downloadable software; and
- (e) third-party integrations or partnerships.

20.2 Hierarchy of Terms

In the event of conflict between these Terms and any additional terms applicable to specific Site features, the additional terms shall prevail to the extent of the inconsistency, but only in relation to the specific feature or service concerned.

20.3 Entire Agreement

These Terms, together with the Privacy Policy and any additional terms referenced herein, constitute the entire agreement between the parties concerning the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions between the parties.

21. CONTACT INFORMATION AND NOTICES

21.1 Company Contact Details

For all matters relating to these Terms, the Site, or the Company's services, Users may contact:

Dollar Club Pty Ltd trading as Next Level Trucks

Unit 3, 50-56 Centenary Place, Logan Village QLD 4207

Email: joel@nextleveltrucks.com.au

Phone: 0484 945 845

21.2 Notice Requirements

All notices required under these Terms must be in writing and delivered to the addresses specified above. Notices to Users may be provided through the Site, email communication, or other electronic means as determined by the Company.

21.3 Effective Date and Updates

These Terms are effective as of 1 July 2026 and supersede all previous versions. The Company will maintain current Terms on the Site with clear indication of the effective date of any amendments.

EFFECTIVE DATE: 1 July 2026