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Compare the Market – Fuel App Terms of Use

19 January 2023

Compare the Market Pty Ltd ACN 117 323 378 (CTM)

Simples™ - Terms of Use (Terms)

The Compare The Market™ Simples™ Application (Simples™ or the App) is able to be accessed and used on your Apple iPhone or Android mobile telephone or tablet (Device) and is owned and operated by CTM. “Compare the Market” is an Australian business name and trademark of CTM.

The meaning given to certain words used in these Terms are contained in the “Definitions” section below or throughout these Terms and they apply in all sections of these Terms.

Fuel prices supplied by The Pricing Project Services Pty Ltd (TPP). In South Australia, fuel prices are based on, or contain data provided by the State of South Australia (office of Consumer and Business Services 2021 – 2023. Copyright of the State of South Australia).

Acceptance of Terms

By using Simples, you agree to the terms of this document and the CTM Privacy Policy. Please read them carefully before proceeding. If You do not agree to these Terms or the CTM Privacy Policy, you must not use or access Simples.

These Terms are intended to be for the benefit of each of CTM, its Related Bodies Corporate and their respective Personnel.

The Simples App

Simples provides an information service to allow You to obtain data which includes fuel prices at Service Stations offering various types of petroleum products to You and other members of the public.

The data provided to You in Simples will include fuel prices that are dated and time stamped at the location of the Service Station (Fuel Prices); the Service Stations offering the lowest Fuel Prices in the locations nearest to you at the time that you access the App; the Fuel Prices along the path of travel to the Service Station displaying the lowest Fuel Price; the Service Station's features such as the name, address, city, State, post code; the Service Station Brand (Fuel Brands) and amenities; the grades of petroleum products available at the Service Station including regular, midgrade, premium, diesel and any other fuel or grades of fuel available in Australia (Fuel Grades) plus Fuel Price trends, analysis data of Fuel Prices and Fuel Grades for the previous 3 months in the territory in which You are using Simples to obtain the data (App Data).

The App Data quoted and compared in Simples does not provide information on all of the Service Stations, Fuel Brands, Fuel Prices, Fuel Grades or other Content available in the market or in the territory in which You are searching while using Simples and CTM only compares that App Data for Participating Service Stations. At times, the App Data may not be available or up to date, even for the Participating Service Stations.

In some regional areas, regular price comparisons for individual Participating Service Stations may not be available. In those cases, an average Fuel Price for the previous day for a particular area may be provided and in some cases, it is only available for the previous week.

As the App Data is owned, operated and controlled by third parties and not CTM, CTM takes no responsibility for the App Data or its Content.

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Disclaimer – App Data

All content relating to fuel price and service station locations on Simplex (Licensed Data) is protected under the copyright law of Australia. Authorised End Users may not reproduce, distribute, create derivative works, display, modify, archive or otherwise exploit any or all portions of this Licensed Data. Any commercial use or exploitation of the Licensed Data is strictly prohibited. Any unauthorized use of the content, except as otherwise permitted, may violate copyright of Australia. The Authorised End User acknowledges that it has no claim to ownership of any materials produced using Licensed Data simply by reason of its use of or access to it.

Users are granted a limited license to retrieve or print a copy of content of the App Data for personal, non-commercial use only. You acknowledge that you have no claim to ownership of any materials produced by the App Data or Simplex simply by reason of your use of or access to it. Neither CTM nor TPP grants any license or other authorization to you for the use of the trade names, trademarks, or service marks of CTM or TPP except for what is permitted herein. Whilst every care is taken to ensure the accuracy and timeliness of the App Data as a guide for Fuel Prices and Service Station information, no responsibility is accepted by TPP for its accuracy. CTM takes no responsibility for the Content provided on the App by TPP nor any liability for the accuracy of or reliance upon or use of such information. CTM does not warrant that the information is accurate, complete or up-to-date. Fuel price currency is not guaranteed and delays in pricing updates may occur due to faults, errors and/or reliance on third party providers. Fuel prices can change at the discretion of the fuel retailer, and there is a delay between a fuel price change and the new price being displayed in Simplex. You should always check the fuel price on the bowser or the sign board at the site before proceeding to purchase fuel. The information provided in Simplex is intended to provide indicative information based on stated assumptions and Your inputs.

You can contact us at the CTM address if you spot an error.

In South Australia, you will also be able to report any price mismatches via this Government website [here](#).

Disclaimer – CTM Push Notifications

You agree that Your use of the information contained in a CTM Push Notifications is at Your own risk.

CTM does not warrant the accuracy, adequacy or completeness of the information in a CTM Push

Notification and You should not rely upon the content as being accurate, complete or up-to-date.

CTM recommends You confirm the news, information and offers contained in the CTM Push Notification with the relevant offeror(s), provider(s) and Supplier(s). CTM does not guarantee that the CTM Push Notifications will be free from viruses. CTM accepts no responsibility for any harmful computer code that might be introduced to Your Device by accessing a CTM Push Notifications (to the maximum extent permitted by law).

Third Party Sites and Advertising

Simples may contain links to other websites operated by third parties. CTM does not recommend or endorse those other websites or the products and services provided on those sites. CTM is not responsible for the condition or content of those websites as CTM does not have control over those websites. CTM makes no representations about the accuracy of any information contained on any other websites and is not responsible for any Loss arising directly or indirectly from Your use, access to or attempting to access those websites.

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Simples may display third party advertising. CTM does not recommend or endorse the third party advertiser, its products or services.

No Fee or Commission Payable to CTM If You purchase fuel after using Simples, CTM will not receive a fee or commission.

Use and Access to Simples

Simples and its Content are made available only to Authorised End Users or any other person who has CTM's prior written consent to do so. By accessing and using Simples, You warrant that You are such an Authorised End User.

You must not use either of the App or its Content for commercial purposes or resale (including for competitive advantage or to the competitive disadvantage of CTM, its Related Bodies Corporate or TPP);

- in any manner that is inconsistent with the purpose for which Simples is made available to
- You;
- in any manner which is in breach of any laws; or
- in any other way which is not expressly permitted by these Terms or CTM.
- Without limiting the above, You will not and will not permit a third party to:
- use or access Simples or its Content in a way that infringes the intellectual property rights or
- other rights of any third person;
- copy or disclose to any person who is not an Authorised End User, any Content other than as
- expressly permitted by these Terms;
- use any method or process (including data scraping, collection or accumulation tool, robot, spider or scripted responses) for the purpose of obtaining, processing, copying, replicating, distributing, reconfiguring, republishing, viewing, assessing, analysing, modifying or
- repackaging the App or the Content;
- use any method or process to consolidate or combine the Content with any other content, data, information, images or material;
- reverse engineer, disassemble or otherwise attempt to construct or identify the App's source
- code, formulas or processes;
- use, access or retain any Content in any manner or form whatsoever, unless expressly
- permitted by these Terms;

- do anything which will or may damage, disrupt access to or interfere with the proper operation
- of Simples;
- do anything which will or may place an unreasonable load on the infrastructure of Simples;
- post, distribute or send any 'spamming material' or any other form of bulk communication;
- impersonate any person or entity;
- publish or disseminate any material which is unlawful, defamatory, indecent, offensive or inappropriate; and
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- Compare the Market – Simples Terms of Use
- use Simples to harass, defame, abuse, threaten or otherwise offend others.

Disclaimer – Compare the Market Websites and App Security

Subject to these Terms, You agree that Your access to and use of Simples is at Your own risk. CTM will take reasonable steps to provide a safe and reliable service. The transmission of information over the internet is not completely secure or error free. Information you submit via Simples and any emails to and from CTM may not be secure. You should use discretion in deciding what information You sent to CTM using these means.

All care is taken to ensure that Simples is free from viruses but CTM cannot guarantee that Simples is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used. It is Your responsibility to scan any such data for viruses. CTM does not guarantee that access to Simples will be uninterrupted, timely or secure, or that it will always operate as intended, and CTM accepts no responsibility in that regard (to the maximum extent permitted by law).

The App, or any product or service available on them, may be changed or withdrawn at any time, without notice.

Your access to Simples may be terminated at any time, without notice, for whatever reason. You must not, in any way, access the App or its Content after termination of Your access rights. But the disclaimers, limitation of liability and indemnity provisions in these Terms will survive the termination of Your access. Any licenses or other rights You granted to CTM will also survive termination of that access.

Liability and Indemnity

Except for obligations imposed by law that cannot be excluded, You agree that CTM, CTM's Related Bodies Corporate and their respective Personnel (Indemnified Person) will not be liable for any Loss arising out of, or as a result of or relating to Simples, the Content, the use of or access to the App including (without limitation) that arise as a result of:

- any unauthorised access of or breach of security to the App for whatever reason;
- any error, faults, omissions, inaccuracies or misrepresentation in relation to the App and its
- Content; and
- the transmission of any computer virus.

You agree that, to the maximum extent permitted by law, in no circumstances whatsoever will an

Indemnified Person be liable for any indirect, incidental, special or consequential Loss or damage or loss of profits however caused. To the maximum extent permitted by law, You agree to indemnify and keep indemnified each

Indemnified Person against all actions or claims which may be brought against each Indemnified Person by any person and all Loss suffered or incurred as a result of:

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- Your breach of these Terms;
- Your breach of any other legal obligation or law;
- Your acts or omissions;
- Your use of the information contained in a CTM Push Notifications;
- Your use of and access to the App; and
- Your use of and access to the CTP Website.

Privacy Policy

Your privacy is very important to CTM. CTM may ask You to provide personal information when You use Simple including your name and email address. The way in which CTM collects, uses and discloses personal information is set out in the CTM Privacy Policy.

Webviews, Use of Cookies and Web Beacons

For Your protection, services that involve the provision of confidential information or personal information are provided via a secure server. The information is encrypted using the Secure Socket Layer Protocol which significantly improves the security of the information You provide. However, this App may contain embedded webviews and/or links to CTM's website at www.comparethemarket.com.au. By accessing these webviews and links You accept the CTM Website

Terms of Use which are available to view on the CTM Website.

CTM may also use cookies, web beacons and/or similar technology within Simple to assist CTM to improve and develop the products and services we offer to You and other customers. The CTM cookies or web beacons do not contain any personal identifiable information. You may elect to disable cookies on Your telephone or tablet but when you do that, You will be unable to experience all features of the App.

Jurisdiction

The information on Simple is provided for Australian residents only. The law applicable to these Terms is the law in force in the State of Queensland, Australia and use of the App and the resolution of any disputes arising from access to and use of the App will be decided in accordance with that law. You and CTM submit to the exclusive jurisdiction of the courts and tribunals of the State of Queensland.

Definitions

Authorised End Users means individuals or entities that subscribe to or have access to the App for their own immediate use or consumption, including for personal, family, household or internal business purposes and not for resale to any third person.

Content means the content, text, data, information, images, pages, materials, tools, hypertext links and results contained on the App including the App Data.

CTM means Compare The Market Pty Ltd ACN 117 323 378; AFSL 422926.

CTM Address means PO Box 301, Toowong QLD 4066.

CTM Push Notifications means any notifications or information that appears on Your Device when You are using the App which has been activated by or on behalf of CTM for You providing news, information and offers about CTM and the App.

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CTM Websites means collectively and individually, the Compare the Market Website, www.comparethemarket.com.au, www.captaincompare.com.au, and the Compare the Meerkat Website, www.comparethemeerkat.com.au, whichever is applicable.

Loss means any damage, loss, cost, expense or liability however it arises and whether it is direct or indirect, present or future, fixed or unascertained, actual or contingent and includes all legal costs and expenses.

Participating Service Stations means those individual Service Stations which have chosen to participate on or whose prices are collected for comparison in Simple.

Personnel means the directors, officers, employees, agents and contractors of a person.

Related Bodies Corporate has the same meaning as in the Corporations Act 2001 (Cth).

Service Stations means the service stations situated in Australia that are retail outlets for the sale of petroleum products in Australia.

Terms means these Simple terms of use along with the CTM Privacy Policy and any other terms and conditions set out in the App.

You or Your means the Authorised End User of Simple.