

# Terms of Service

**Terms of Service help define UPDATE247's relationship with you as you interact with our services.**

## Who you are contracting with:

UPDATE247 service is rendered by Holiday Zone Pty Ltd ACN 117 562 384 which is a private limited liability company, incorporated under the laws of Victoria, Australia located on 8/16 Taplin Street, Fitzroy North VIC 3068, Australia ("UPDATE247", "we", "us" and "our").

These terms and conditions and the provision of our services shall be governed by and construed in accordance with Australian Consumer Law in the Competition and Consumer Act 2010 (Cth); Any dispute arising out of these general terms and conditions and our services shall exclusively be submitted to the competent courts in the state of Victoria, Australia.

## Acceptance of Terms

- (i) By using the Website, you confirm that you accept these terms of use ("Terms").  
If you do not agree to these Terms, you must NOT use the Website.
- (ii) These Terms incorporate our *Privacy Policy* and *Refund Policy* and should be read before sharing your Personal Information on the Website. By continuing to use the Website you consent to the use of your personal information in accordance with our *Privacy Policy*.
- (iii) Please check these Terms each time you use the Website to ensure you understand the terms that apply to you as we may amend these Terms from time to time.
- (iv) You agree to be bound by these Terms when you register on our Website to use our services or products.

- (v) If you the Clients/Consumer (being hoteliers or accommodation providers / operators) believes the services provided by UPDATE247 do not comply with the statutory guarantees, the Client must contact the UPDATE247 and the parties may make arrangements to rectify any issues. For termination of services, please read section on [Termination of Services](#). If UPDATE247 agrees that the services do not comply with the statutory guarantee we will refund the costs of services either partial or in full to the Client and, in all other respects, act in accordance with its obligations under the Australian Consumer Law. Please refer to our *Refund Policy*.

## Our Services

UPDATE247 is constantly developing new technologies and features to improve our product and services. We provide a wide range of services which include but not limited to the below:

- (i) **Online Booking system** ("Bookings247"): for guests to make reservations to stay with our Clients being hoteliers or accommodation providers / operators.
- (ii) **Channel Manager system**: for our Clients to manage their room rates and inventory on Bookings247 and third party booking channels.
- (iii) **Reservation System**: for our Clients to manage their guests' reservations received on Bookings247 and third party booking channels.
- (iv) **Website Services**: UPDATE247 provide the service to design and build websites for our Clients and these may include hosting of websites, hosting of emails, domain registration and renewal, search engine optimisation, Google Ads and other marketing related services.
- (v) **Third parties**: UPDATE247 may connect to third party websites or systems only for the purpose of processing data for our Client and does not act as an agent or representative in relation to any third-party applications, product or services sold or displayed on it. You are solely responsible for any contract or agreement with the third parties when you use their services or visit them. UPDATE247 has no control over the content displayed on third party's website(s). Please check the third party's website terms and conditions and privacy policy when you visit their website or use their services or products.

## Register to use our Service(s)

### Register on our Website as a Hotel or Accommodation Provider or Agent:

- (i) If you are a hotel representative, accommodation provider or an agent representing a property and register on our Website to use UPDATE247 service(s), you as the "Consumer" or "Client" confirm that you accept these terms of use ("Terms") including our *Privacy Policy* and Refund Policy.
- (ii) **Payment of Services:** Our invoices are pre-paid monthly by default.
  - a. You agree to pay our invoice(s) by the due date as stated on the invoices, otherwise you may incur a late fee. Non-payment of invoices will also result in interruption to service(s) provided to you and reactivation fee may apply.
  - b. You agree that you will pay for any debt recovery cost incurred.
  - c. You agree to contact UPDATE247 if you do not receive your monthly invoice.
  - d. You agree to inform UPDATE247 immediately of any incorrect invoice item or amount within 7 days otherwise it will be deemed as correct and accepted.
- (iii) Please read our [Limitation of Liability](#).

**Termination of Services:** A 30-day written notice via email to [info@update247.com.au](mailto:info@update247.com.au) is generally required unless otherwise stated in the contract agreement. Proof of sending is not proof of receipt by UPDATE247, receipt of notice to terminate our service(s) is only valid when you receive a confirmation from UPDATE247. Please call us on +61 3 9014 9521 if we do not reply to your email notification within 3 business days to avoid further costs incurred. UPDATE247 may suspend, restrict the availability of all or any part of the Website or terminate a Client's access to the Website in our sole discretion, if the Client is determined to be a repeat infringer of non-payment. You must pay for services you've received under a service contract that worked as expected.

You cannot cancel a service contract or get a refund if the problem was outside the control of UPDATE247 or if you:

- changed your mind
- insisted on having a service provided in a particular way, against UPDATE247 or our Client's advice

- failed to clearly explain your needs to UPDATE247 or our Client.

Please read our [Limitation of Liability](#).

(vi) **Contents and Information:**

- a. You agree to update and ensure that all information on the Website related to your property as accurate and up to date as to your best knowledge.
- b. You agree to only provide true information. You agree not to post any content or information that are deceptive or misleading. You agree not to impersonate any person or misrepresent your identity or affiliation with any person or organisation, including with UPDATE247.
- c. You agree that UPDATE247 is not responsible for the accuracy of the information, images, rates, room availability, booking terms and conditions, booking and cancellation policy or any other policy as set out on your website or on the online booking system what we provide you as a platform.
- d. You agree to not give the impression that your property emanate from or are endorsed by UPDATE247 or any other person or entity.
- e. You agree not to engage in any deception or illegal activities that violates the law or regulations by using the services provided by UPDATE247. We may report any abusive or illegal activities to law enforcement authorities. Note that UPDATE247 will disclose your identity should the need arise for legal disclosure. In the event of such a breach, your right to use the Website will cease immediately.
- f. You agree that UPDATE247 is not responsible for your agreement, contents or terms and conditions set on any third party booking channel(s) linked from our website or system(s).
- g. You grant us a non-exclusive, worldwide, perpetual, royalty-free, sub-licensable right to use, reproduce, modify, display, distribute and otherwise disclose to third parties for any purpose.

- (vii) **Guest Reviews:** any views expressed by the Guests do not represent our views or values of your property. We may remove any profanity or abusive comments.
- (viii) **Security:** You agree to keep all data secured at all times and only authorised personnel has access to the system(s) / Website. You agree to keep all Guests' data safe and not sell or rent out any or part of the Guests' personal or financial information. We do not guarantee that the Website is secure or free from bugs or viruses (you should use your own virus protection software).
- (ix) **Intellectual Property:** You agree that UPDATE247 retain the exclusive rights to any websites designed for you by UPDATE247 under the All-in-one Package or any websites designed using any of UPDATE247's website template remains the intellectual property of UPDATE247. Should you terminate our services, the website remains our property and you agree not to use any or part of the design or files created by UPDATE247 which includes its look and feel and all related patents, copyright, registered and unregistered designs, trademarks, domain names, business names and any right to have confidential information kept confidential, product and service names, data and translated content.

### **Guest using UPDATE247 Website and Services Provided to Our Client:**

- (i) When you as a "Guest" use UPDATE247 Website to make a booking to stay with our Client(s) (Hotels & Accommodation Providers), you confirm that you accept our Website Terms and Conditions and Privacy Policy, and confirm that you also accept any Terms and Conditions and Privacy Policy set out by our Client at the time of booking as stated on the online booking system and their website(s).
- (ii) The Guest agrees that you must not provide any deception information or engage in any illegal activities that violates the law or regulations by using the services provided by UPDATE247 to Our Clients. Note that UPDATE247 will disclose your identity to authorities should the need arise for legal disclosure. In the event of such a breach, your right to use the Website will cease immediately.

- (iii) The Guest agrees that any information and content displayed on the booking system and Client website is managed by the Client and the Client is responsible for the accuracy of information and content. The Guest should contact the Client direct if any information is believed to be inaccurate. UPDATE247 does not guaranteed the accuracy or that information are up to date.
- (iv) UPDATE247 is a service provider and only acts as the data processor for our Clients. The Guest should contact our Client direct for any amendment, cancellation or refund to their bookings. UPDATE247 may act as a provider to connect our Clients to a payment gateway in order to process payment for your booking, however UPDATE247 does not take any payment from the Guests. Please contact our Clients direct if you have any payment related queries. Our Client's contact details are found on your booking confirmation emails. Alternatively please go onto our Client's website to find their contact details or to contact them via their online enquiry form.
- (v) We do not guarantee that the Website is secure or free from bugs or viruses (you should use your own virus protection software).
- (vi) We may suspend or restrict the availability of all or any part of the Website in our sole discretion.
- (vii)The Guest agrees that UPDATE247 is not liable for any loss or accident that may or have resulted from their booking made through any of the Website platforms provided by UPDATE247 or during and after their stay with the Client. The Guest should contact the Client direct if they have any queries on the security features on the property or require any special request or assistance.
- (viii) The Guest agrees that the Client is responsible for their own security features on the property to manage and keep the Guest's data safe at all times. The Guest agrees that UPDATE247 is not responsible for any loss arise from the Client's negligent. The Client is responsible to ensure that only authorised personnel has access to the Guest's information and any financial information including credit card details. When in doubt, the Guest should verify before providing any personal or sensitive information on any Website or to any person calling to ask for information. Please note that UPDATE247 will not call

the Guest to ask for any credit card or sensitive information. Please refer to our *Privacy Policy*.

- (ix) We may allow the Guest to post any reviews or comments on the Website, however please read our *Privacy Policy* before doing so and note that any profanity or abusive comments or defamatory remarks will be removed without any notice to you.
- (x) If you wish to complain about information or materials posted by other users on our Website, please contact us. If you wish to complain about information or materials posted on the online booking system and the Client's website, please contact the Client direct.

## Limitation of Liability

You specifically acknowledge that in no event shall UPDATE247, its Directors, Employees or any Agents be liable to you for any direct, indirect, incidental, punitive or damage of any kind (including Consequential Loss) arising of your direct or indirect connection or use of our Website, any third party links or contents or services.

**“Consequential Loss”** includes but not limited to:

- (i) loss of profits, revenue, savings (actual or anticipated), contracts or opportunities (direct or indirect), increased financial costs or debts;
- (ii) loss caused by defamation or loss of, or damage to goodwill or credit rating;
- (iii) loss or corruption of data;
- (iv) loss arising from interruption to your business or loss or damage resulting from wasted managed time;
- (v) any indirect, incidental or consequential, special, economic loss or damage howsoever arising, whether based in contract (including under any indemnity), in tort (including negligence), in equity, under the provisions of any law or otherwise;
- (vi) any claim that your Content or our services caused damage to a third party; and
- (vii) loss arising from your violation of any terms of these Terms of Service.

(viii) UPDATE247 does not accept any liability for unavailability of rooms or other products/services caused by the Clients over-selling their own available inventory.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. Nothing in this Limitation of Liability affects any liability which cannot be excluded or limited under applicable laws. Where our liability cannot be excluded, we limit our liability to the fullest extent permitted by law.

We may assign our rights and obligations under these Terms in our sole discretion.

Our failure to act on a breach of these Terms does not waive our right to act on subsequent or similar breaches.

## Contact Us

If you have any questions regarding this policy, or if you think your privacy has been breached, please email us at [info@update247.com.au](mailto:info@update247.com.au).