

## TERMS AND CONDITIONS

### Sydney Ferries Manly Jetcat SMS trial

1. When you register for or otherwise make use of the Sydney Ferries SMS service (the **Service**), you agree to the following terms and conditions.
2. Sydney Ferries reserves the right to discontinue or alter the Service at any time.
3. SMS information is provided in good faith and represents the most accurate timetable information available to Sydney Ferries at the time of transmission.
4. Ferry timetables are subject to change at short notice and Sydney Ferries will not be liable for any delays, errors or failures in the information contained within, or the transmission of, any SMS messages. You accept that the Service is provided on an AS IS, AS AVAILABLE basis.
5. You must have a mobile phone that is capable of receiving SMS messages in order to receive SMS notification of timetable changes. Replies to SMS notifications will not be read or answered.
6. Your carrier's standard rates will apply to any message you send to Sydney Ferries, whether online or by mobile phone. There is no additional charge to you for the message Sydney Ferries sends to your mobile phone.
7. By registering for the Service, or requesting an update, you consent to receiving text messages from Sydney Ferries from time to time or as and when requested. Sydney Ferries will identify and send the message to you based on the information you have provided.
8. You can unsubscribe at any time from the Service by sending STOP to 0417 4 FERRY (0417 433 779).
9. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, your first name, your postcode and other information that you may provide. We may use this information to contact you and to provide services you request from us, and to otherwise operate, develop and improve the service.
10. You warrant that you are the owner or authorised user of the wireless device you use to access the Service, and that you are authorised to approve any applicable charges.
11. The Service and the content and materials received through the Service are proprietary to Sydney Ferries or its licensors, and is for your personal, non-commercial use only.
12. The service is available only from within Australia.
13. Sydney Ferries reserves the right to alter these terms and conditions from time to time. The most current version of the terms and conditions will always apply to your use of the Service, and will be available on the Sydney Ferries website (<http://www.sydneyferries.info>). It is your responsibility to monitor that website for any changes.

14. We may suspend or terminate your Service if we believe in our discretion that you are in breach of these terms and conditions. Your Service will be terminated if your mobile service terminates or lapses.
15. When registering, you may opt-in to receive additional updates of public transport service changes and special public transport offers. If you opt-in to receive these additional updates, Sydney Ferries may also use your personal information to conduct market research to provide a better service to customers. . Otherwise, your personal information will not be used or disclosed for any other purpose without your consent.
16. No personal details are provided to any other individual or organisation, and access to this information is restricted to members of the relevant Sydney Ferries team.
17. Sydney Ferries is committed to protecting your privacy and the confidential security of information provided to us. Your personal information will be held by Sydney Ferries in accordance with its privacy policy and only disclosed to third party service providers to provide you with the information you have requested. Sydney Ferries' privacy policy is available at <http://www.sydneyferries.info/privacy.htm>.
18. To the extent permitted by law:
  - Sydney Ferries, its employees, agents and consultants exclude all liability for any loss or damage (including indirect, special or consequential loss or damage) arising from the use of, or reliance on, the Service (whether or not caused by any negligent act or omission); and
  - Where liability cannot be excluded, Sydney Ferries limits its liability to resupply of the Service.
19. A term or part of a term of these terms and conditions that is illegal or unenforceable may be severed from these terms and conditions, and the remaining terms or parts of these terms and conditions continue in force.