

# SUZUKI AUSTRALIA PTY. LIMITED

ACN 001 828 164 ABN 57 001 828 164

## SUZUKI ON LINE TERMS AND CONDITIONS

last updated 01 / AUGUST / 2001

*Your use of SOL is subject to these legally binding terms and conditions.*

Please read them carefully before proceeding with entering the site. If you do not accept these terms and conditions, you must exit SOL immediately.

### 1. Agreement

- 1.1 The Suzuki On Line ("SOL") extranet is for use in Australia for the purpose of enabling Franchisees to transact with Suzuki Australia Pty Ltd ("SAPL"). SOL is owned and operated by SAPL. This Agreement supersedes all prior agreements and may be revised by SAPL from time to time.
- 1.2 This Agreement must be read in conjunction with the Franchise Addendum **[or Franchise Agreement as may be the case]** and the Privacy Policy.

### 2. Your Use of SOL

- 2.1 You agree that you will use SOL in accordance with this Agreement and that you will not use the site for any unlawful purpose.
- 2.2 You will not violate or attempt to violate the security of SOL. You will not hack into this Website, our computer systems or the computer systems of other users of this Website. Hacking means unauthorised access, malicious damage and/or interference and includes, without limitation, mail bombing, propagating viruses, worms or other types of malicious programs, deliberate attempts to overload a computer system, broadcast attacks or any other method designed to damage or interfere with the operation of a computer system or website.

### 3. Services Provided on SOL

- 3.1 SAPL reserves the right to add, modify or discontinue any of the services offered on SOL at any time without notice. SAPL will not be held liable for any decision to modify or discontinue a service.

#### **4. Future Changes**

- 4.1 From time to time, the Suzuki On Line Terms and Conditions will be reviewed and may be revised. SAPL reserves the right to change Suzuki On Line Terms and Conditions at any time. Any such changes will be will be communicated via the internal Dealer Bulletin. The updated Suzuki On Line Terms and Conditions will be posted to SOL at that time.
- 4.2 Your continued use of SOL will constitute your acceptance of the variation of these Terms and Conditions.

#### **5. Recommended System Configuration**

- 5.1 Minimum system specification recommended for using SOL comprises the following:
- (a) Computer – Stand Alone  
Minimum configuration: Celeron 266 mega hertz, 32 Mg RAM  
Preferred configuration: Pentium P3 800 mega hertz, 64 Mg RAM;
  - (b) Modem  
56kb dial up connection or 650kb cable connection;
  - (c) Internet Service Provider  
Big Pond, Connect Online, Netspeed, Ozemail, Optus at Home; and
  - (d) Web Browser  
Microsoft Explorer 5.0.

#### **6. Site availability**

- 6.1 The SOL site is available 7:00am to 11:00pm EST Monday through to Saturday, with the exception of Month End (the last working day of the month). Month End hours are 7:00am to 6:00pm EST.
- 6.2 Scheduled Down-time
- (a) Scheduled down-time is 11.01pm to 6.59am EST Monday through to Saturday, and 11.01pm EST Saturday through to 6.59am EST Monday. At Month End, scheduled down time starts at 6.01pm EST until 7:00am of the next business day.
  - (b) During times of scheduled down-time, you will not have the ability to access SOL. SAPL encourages you to note the scheduled down-time and plan your transactions accordingly.

- (c) Scheduled down-time is required for processing transactions, and general maintenance of the system.
- (d) From time to time, other scheduled down-time may be necessary for extraordinary maintenance of SOL site. You will be notified of this scheduled down-time via SOL.

### 6.3 Unscheduled Down-time

- (a) From time to time, unscheduled down-time may occur. SAPL will work within reason to ensure this amount of down-time is limited.
- (b) SAPL will not be held liable for the consequences of any unscheduled down-time.

## 7. **Governing Law**

- 7.1 This Agreement shall be governed by and construed in accordance with the laws of the state of Victoria, Australia.

## 8. **Limitation of Liability**

- 8.1 To the maximum extent permitted by law, we do not give any warranty in relation to the content, accuracy, or any other aspect of:
  - (a) any material on this Website; or
  - (b) the performance of this Website.
- 8.2 To the maximum extent permitted by law, we exclude all liability for loss or damage suffered by you, (including but not limited to direct, indirect, incidental, special, consequential or exemplary damages, loss of profits or revenue, business interruption, loss of data or failure to realise anticipated savings or benefits or business opportunities) that you may suffer as a result of:
  - (a) the use or reliance on any information on this Website for business decisions;
  - (b) accessing and using this Website; or
  - (c) any interruption, suspension or termination of this Website for whatever reason.

8.3 Our exclusion of liability applies whether the claim is in contract, tort (including, without limitation, negligence) or equity and even if we have been notified of the possibility of such loss or damage.

8.4 You agree that our liability to you at law will be reduced by the extent, if any, to which you contributed to the loss.

## **9. Force Majeure**

9.1 SAPL will not be liable by reason of the failure in the performance of obligations under these terms and conditions by reason of strikes, riots, fire, explosions, acts of God, war, governmental action, or any other cause which is beyond SAPL's reasonable control.

## **10. Term and Termination**

10.1 SAPL reserves the right to terminate the registration of any user at anytime, or to cease providing services at any time.

10.2 Neither SAPL nor its contractors shall be liable to you for any cost, expense, or damages whatsoever for terminating this Agreement.

10.3 Termination of this Agreement is independent of the Franchise Agreement or Franchise Addendum (as the case may be), in place between Franchisee and SAPL.