

## SUZUKI AUSTRALIA PTY LIMITED

ACN 001 828 164 ABN 57 001 838 164

### Suzuki On Line ("SOL") Terms and Conditions

You agree that use of SOL shall be strictly in accordance with, and governed by, these legally binding terms and conditions in their unaltered form. If you do not accept these terms and conditions you must exit SOL immediately. Use of SOL, or access to any of the content on SOL constitutes your acceptance of these terms and conditions.

#### 1. Agreement

- 1.1 SOL is owned and operated by Suzuki Australia Pty Limited ("Suzuki Australia").
- 1.2 SOL is for use by Franchisees of Suzuki Australia ("Franchisee") to effect vehicle registration, place orders for Suzuki parts and merchandise, motor cycles or motor vehicles, process claims throughout the warranty period, and maintain vehicle history throughout the warranty period ("together the Primary Purpose").
- 1.3 A Franchisee must only enter a customer's personal information ("Personal Information") on SOL if that Personal Information has been collected for the Primary Purpose. In collecting the Personal Information, the Franchisee must ensure that the customer is aware that their Personal Information will be used and disclosed on SOL, and will be accessible by all Franchisees of Suzuki Australia.
- 1.4 A Franchisee must only use or disclose the Personal Information available on SOL for the Primary Purpose. Personal Information must not be used by a Franchisee for any other purpose, without the prior consent of the customer concerned.
- 1.5 This Agreement may be revised by Suzuki Australia from time to time. Any such changes will be communicated via the internal Dealer Bulletin. The updated SOL Terms and Conditions will be posted to SOL at that time.
- 1.6 This Agreement must be read in conjunction with the Franchise Agreement and the Privacy Policy [http://www.suzuki.com.au/dealer\\_online/Privacypolicy.PDF](http://www.suzuki.com.au/dealer_online/Privacypolicy.PDF).
- 1.7 You are not granted any rights in or to SOL other than the limited right to use SOL according to these terms and conditions, and any terms and conditions that Suzuki Australia may adopt from time to time.
- 1.8 Your use of SOL is at the discretion of Suzuki Australia and may be terminated at any time. Suzuki Australia shall not be liable to you for any cost, expense or damage resulting from terminating this Agreement.
- 1.9 Termination of this Agreement is independent of the Franchise Agreement.

#### 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 SOL for any unlawful purpose.
- 2.2 You agree that you will enter, use and disclose the Personal Information on SOL only in the manner described in clauses 1.3 and 1.4 of these Terms and Conditions.
- 2.3 You warrant that any information you make available on SOL is accurate and does not infringe the intellectual property rights of another, or is not in anyway unlawful. Suzuki Australia assumes no responsibility or liability which may arise from the posting or transmission of any unlawful information or material.
- 2.4 You agree that unless otherwise indicated, all copyright in the information and materials contained on SOL (including but not limited to text, images, audio, or video), together with any trade mark/s, logo/s and/or any other material in which intellectual property right/s are capable of subsisting, as featured herein, is owned by Suzuki Australia, or otherwise reproduced by it with the permission from the relevant owner/licensee, as the case may be. SOL, or any portion thereof, may not be reproduced (other than solely

for personal non-commercial home use), or adapted, modified, duplicated, copied, sold or otherwise exploited for any commercial purpose without the prior written consent of Suzuki Australia.

2.5 While Suzuki Australia reserves the right to monitor transmissions to SOL, it is under no obligation to do so.

2.6 You agree that you will not violate or attempt to violate the security of SOL. You will not hack into SOL or the computer systems of Suzuki Australia or another user of SOL. 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 Suzuki Australia reserves the right to add, modify or discontinue any of the services provided on SOL at any time without notice. Suzuki Australia will not be held liable for any decision to modify the services provided on SOL.

### **4. Limitation of Liability**

4.1 Suzuki Australia will use its best endeavours to ensure that the information and materials contained on the SOL is correct and up-to-date. However, to the maximum extent permitted by law, Suzuki Australia does not make any representation, warranty or endorsement of any kind, whether express or implied, in relation to the content, accuracy, or any other aspect of:

- (a) any material and/or information on SOL, including but not limited to specifications, features, illustrations and prices; or
- (b) the performance of SOL.

In addition, unless otherwise specified, any and all advertised motor vehicle/ motorcycle prices represent the relevant recommended retail price, including GST, and will exclude dealer delivery, government statutory charges, and any optional extra's (unless otherwise indicated). Unless otherwise indicated, any other prices specified represent the recommended retail price including GST.

4.2 To the maximum extent permitted by law, Suzuki Australia shall not be liable for any loss or damage whatsoever which is suffered, (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) as a result of:

- (a) the use or reliance on any information on SOL for business decisions or otherwise;
- (b) accessing and using SOL and/or participating in any on-line activities contained therein; or
- (c) any interruption, suspension or termination of SOL for whatever reason.

4.3 The SOL user hereby waives, releases, forgives, discharges and relinquishes any and all claims that he/she may have against Suzuki Australia, its related bodies corporate, directors, employees, agents and representatives, in connection with, or arising out of, or incidental to, the user's access to or use of the SOL, including but not limited to downloading any materials therein.

4.4 Suzuki Australia does not warrant that SOL, or the server on which SOL is hosted, is free of software viruses or defects. Accordingly, Suzuki Australia is not liable for any loss suffered as a result of any such viruses or defects.

4.5 Suzuki Australia assumes no responsibility for any unlawful information on SOL that is supplied by another user of SOL and will not be liable for any damage resulting from such unlawful information.

- 4.6 Suzuki Australia will not be liable for any damage caused to you as a result of another user of SOL hacking into SOL or hacking into your computer system.
- 4.7 Suzuki Australia's exclusion of liability applies whether the claim is in contract, tort (including, without limitation, negligence) or equity and even if Suzuki Australia has been notified of the possibility of such loss or damage.
- 4.8 You agree that Suzuki Australia's liability to you at law will be reduced by the extent, if any, to which you contributed to the loss.

## **5. Future changes**

- 5.1 Suzuki Australia may amend, delete, add to, or otherwise revise any information or materials contained on SOL at any time without notice, including but not limited to information relating to motor vehicle model/s, motorcycles, specifications, recommended retail prices, optional accessories, standard features, parts, related services etc, as well as these Terms and Conditions. It is your responsibility to monitor any such changes.
- 5.2 All changes are effective from the date they are posted on SOL and your continued use of SOL will constitute your acceptance of the variation of these Terms and Conditions.

## **6. Recommended system configuration**

6.1 We recommend the following as a minimum system specification for using SOL:

- (a) computer – stand alone:  
minimum configuration: P266 MHz, 128 MB RAM;  
preferred configuration: Pentium 4 2.8 GHz, 256 MB RAM;
- (b) internet connection  
256kb ADSL or 650kb cable connection;
- (c) any internet service provider:
- (d) web browser:  
Microsoft Explorer 6.0

## **7. Site availability**

- 7.1 SOL 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 7.00 am to 6.00 pm EST.
- 7.2 Scheduled Down Time
  - (a) Scheduled down time is 11.01 pm 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. Suzuki Australia 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 on 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.

(e) Suzuki Australia will not be held liable for any loss suffered by reason of a scheduled down-time.

7.3 **Unscheduled Down-time**

(a) From time to time, unscheduled down-time may occur. Suzuki Australia will work within reason to ensure this amount of down-time is limited.

(b) Suzuki Australia will not be held liable for the consequences of any unscheduled down-tome.

**8. Governing law**

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

**9. Jurisdiction**

9.1 You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria.

**10. Invalid or unenforceable provisions**

10.1 If a provision of this Agreement is found by a court of law to be invalid or unenforceable:

(a) it is to be read down or severed to the extent of the invalidity or unenforceability; and

(b) that fact does not affect the validity or enforceability of the remaining provisions.

**11. Force Majeure**

11.1 Suzuki Australia 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 Suzuki Australia's reasonable control.