

## SUZUKI AUSTRALIA PTY LIMITED

ACN 001 828 164 ABN 57 001 838 164

### Website Terms and Conditions

These terms and conditions ("**Terms**") apply to [www.suzukinet.com.au](http://www.suzukinet.com.au), <http://www.suzuki-online.com.au>, ("**Suzuki Online**") including the Fleet Remarketing and Vehicle Auctions section of Suzuki Online ("**Auction Site**") ("**Suzuki Sites**").

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

#### 1. Agreement

- 1.1 The Suzuki Sites are owned and operated by Suzuki Australia Pty Ltd ("**SAPL**").
- 1.2 The Suzuki Sites are for use by you as a franchisee of SAPL who has a current, valid Standard Dealer Agreement with SAPL to:
  - (a) provide information on product specifications and pricing, sales campaigns, dealer bulletins and media releases;
  - (b) 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; and
  - (c) to access and bid in auctions for SAPL products.

#### ("Primary Purpose")

- 1.3 These Terms may be revised by SAPL from time to time. Such revisions to the Terms will be effective immediately upon notice, which may be given by any means including, but not limited to, posting new terms and conditions on a Suzuki Site. Any use of a Suzuki Site after such revision shall be deemed to constitute acceptance by you of such revision. Because they will be binding on you, you should revisit these Terms from time to time. SAPL may terminate, change, suspend or discontinue any aspect of a Suzuki Site, including the availability of any features of the Suzuki Site, at any time.
- 1.4 These Terms must be read in conjunction with the Standard Dealer Agreement and the Privacy Policy [link](#).
- 1.5 You are not granted any rights in or to Suzuki Sites other than the limited right to use Suzuki Sites according to these Terms, and any other terms and conditions that SAPL may adopt from time to time.
- 1.6 Your use of Suzuki Sites is at the discretion of SAPL and may be terminated at any time. SAPL shall not be liable to you for any cost, expense or damage resulting from terminating these Terms.
- 1.7 Termination of these Terms is independent of the Standard Dealer Agreement.

#### 2. Your use of Suzuki Sites

- 2.1 You agree that you will use Suzuki Sites in accordance with these Terms and that you will not use Suzuki Sites for any unlawful purpose.
- 2.2 If you access or use the Auction Site, you will also comply with the Fleet Remarketing and Vehicle Auctions Terms and Conditions which are set out at the Suzuki Site.

- 2.3 You warrant that any information you make available on Suzuki Sites is accurate and does not infringe the intellectual property rights of another, or is not in anyway unlawful. SAPL assumes no responsibility or liability which may arise from the posting or transmission of any unlawful information or material.
- 2.4 You must only enter a customer's personal information ("**Personal Information**") on a Suzuki Site if that Personal Information has been collected for a Primary Purpose. In collecting the Personal Information, you must ensure that the customer is aware that their Personal Information will be used and disclosed on a Suzuki Site, and will be accessible by all franchisees of SAPL.
- 2.5 You must only use or disclose the Personal Information available on a Suzuki Site for the Primary Purpose. Personal Information must not be used by you for any other purpose, without the prior consent of the customer concerned.
- 2.6 You agree that you will enter, use and disclose the Personal Information on a Suzuki Site only in the manner described in clauses 2.4 and 2.5 of these Terms.
- 2.7 You agree that unless otherwise indicated, all copyright in the information and materials contained on Suzuki Sites (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 SAPL, or otherwise reproduced by it with the permission from the relevant owner/licensee, as the case may be. Suzuki Sites, 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 SAPL.
- 2.8 While SAPL reserves the right to monitor transmissions to Suzuki Sites, it is under no obligation to do so.
- 2.9 You agree that you will not violate or attempt to violate the security of the Suzuki Sites. You will not hack into the Suzuki Sites or the computer systems of SAPL or another user of the Suzuki Sites. 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 the Suzuki Sites**

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

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

- 4.1 These Terms must be read and construed subject to any statutory provisions which cannot lawfully be excluded, restricted or modified, including the Australian Consumer Law. If any such statutory provisions apply then, to the extent to which SAPL is entitled to do so and at SAPL's option, SAPL limits its liability pursuant to such provisions for any goods to the replacement, repair or refund of the cost of goods, or for services, to the re-supply or the payment of the cost of having the services supplied again.
- 4.2 SAPL will use its best endeavours to ensure that the information and materials contained on Suzuki Sites is correct and up-to-date. However, to the maximum extent permitted by law and subject to clause 4.1, SAPL 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 Suzuki Sites, including but not limited to specifications, features, illustrations and prices; or
- (b) the performance of Suzuki Sites.

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.

4.3 To the maximum extent permitted by law and subject to clause 4.1, SAPL 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 Suzuki Sites for business decisions or otherwise;
- (b) accessing and using Suzuki Sites and/or participating in any on-line activities contained therein; or
- (c) any interruption, suspension or termination of Suzuki Sites for whatever reason.

4.4 You hereby waive, release, forgive, discharge and relinquish any and all claims that you may have against SAPL, its related bodies corporate, directors, employees, agents and representatives, in connection with, or arising out of, or incidental to, your access to or use of Suzuki Sites, including but not limited to downloading any materials therein.

4.5 To the maximum extent permitted by law and subject to clause 4.1:

- (a) SAPL does not warrant that Suzuki Sites, or the server on which Suzuki Sites are hosted, are free of software viruses or defects. Accordingly, SAPL is not liable to you for any loss suffered as a result of any such viruses or defects;
- (b) SAPL assumes no responsibility for any unlawful information on Suzuki Sites that is supplied by another user of Suzuki Sites and will not be liable for any damage resulting from such unlawful information;
- (c) SAPL will not be liable for any damage caused to you as a result of another user of Suzuki Sites hacking into Suzuki Sites or hacking into your computer system; and
- (d) SAPL's exclusion of liability applies whether the claim is in contract, tort (including, without limitation, negligence) or equity and even if SAPL has been notified of the possibility of such loss or damage.

4.6 You agree that SAPL's liability to you at law will be reduced by the extent, if any, to which you contributed to the loss.

4.7 You agree to indemnify and hold harmless us and our partners, officers, employees, agents, licensors, suppliers, attorneys and all other persons providing information from and against all liability, damage, loss, costs, fees (including reasonable attorney's fees) arising out of or in connection with any violation of these Terms (including any representations and warranties given by you) and any and all unauthorised use you may make of any materials on a Suzuki Site.

## **5. Future changes**

5.1 SAPL may amend, delete, add to, or otherwise revise any information or materials contained on the Suzuki Sites 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. It is your responsibility to monitor any such changes.

- 5.2 All changes are effective from the date they are posted on a Suzuki Site and your continued use of any Suzuki Site will constitute your acceptance of the variation of these Terms.

## **6. Recommended system configuration**

- 6.1 We recommend the following as a minimum system specification for using Suzuki Sites:

(a) **System Specifications:**

Minimum configuration: Pentium dual-core (e.g. Core2 Duo) processor 1.6Ghz or higher

Memory minimum - 2 GB minimum

OS - Win XP/Win Vista/Win W7/Win W8 (Please note Win XP will shortly no longer be supported by Microsoft.)

(b) **Internet connection:**

High speed ADSL, ADSL 2, Fibre or cable;

(c) **Web browsers:**

Internet Explorer 8 or above

Firefox version 20 or above

Chrome version 30 or above

## **7. Site availability**

- 7.1 The non-processing components of SuzukiNet are available 24 hours a day.

- 7.2 Suzuki OnLine, the Fleet Remarketing and Vehicle Auctions section of Suzuki Online and the processing components of SuzukiNet, are available:

(a) Non Month end

(i) Monday through to Saturday: 4.00am to 11.00pm EST.

(ii) Sundays: 5.00am to 11.00pm EST.

(b) Month end

(i) Monday through to Saturday: 4.00am to 6.00pm EST.

(ii) Sundays: 5.00am to 6.00pm EST

- 7.3 Scheduled Down Time

(a) From time to time, scheduled down-time may be necessary for extraordinary maintenance of Suzuki Sites. You will be notified of this scheduled down-time via the Suzuki Sites.

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

- 7.4 Unscheduled Down-time

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

(d) SAPL will not be held liable for the consequences of any unscheduled down-time.

## **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 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.