

1 APPLICATION OF THESE TERMS

- 1.1 These Terms and Conditions for Electronic Transactions (**Terms**) govern your use of and access to our customer websites and mobile applications (together **Customer Interfaces**).
- 1.2 By using a Customer Interface you are agreeing to these Terms.
- 1.3 These Terms are in addition to our website terms of use and do not apply to any third party websites you may be directed to from one of our websites or mobile applications.
- 1.4 We may vary these Terms at any time, by publishing an updated version on our website and Customer Interfaces. We will indicate on our website and Customer Interfaces when these Terms have been updated. Your continued use of a Customer Interface following any such variation will indicate your acceptance of such changes. You must stop using all Customer Interfaces immediately if you do not agree with the updated Terms.

2 ACCESS TO OUR ONLINE CUSTOMER INTERFACES

- 2.1 Access to our Customer Interfaces is limited to our customers and people authorised by our customers in accordance with their (master) fleet, services or other agreements (**Agreement**).
- 2.2 You must not access a Customer Interface if you are not a customer named as such in an Agreement (**Customer**) or a person authorised by a Customer (**User**).
- 2.3 We provide access to our Customer Interfaces for Customers and Users in accordance with the relevant Agreement. The Customer must ensure that any restrictions on, or changes to, the rights of individual Users are communicated to us as soon as reasonably practicable.
- 2.4 Intellectual property rights in our Customer Interfaces, the information on our Customer Interfaces and the reports produced using our Customer Interfaces remain with us. If we grant you access to a Customer Interface then we also grant you a non-exclusive, non-transferrable, revocable license to use that Customer Interface.
- 2.5 You may terminate access to a Customer Interface by giving us 7 days written notice. Written notice may be given by email sent to info@orix.com.au (both Australia and New Zealand).
- 2.6 We may terminate or suspend your access to a Customer Interface or to specific services accessed through a Customer Interface on 7 days notice if:
 - (a) you have not used the Customer Interface for more than 12 months; or
 - (b) you are in default under your Agreement.
- 2.7 We may immediately terminate or suspend your access to a Customer Interface or to specific services accessed through a Customer Interface if we reasonably believe there is a risk of fraud or a security breach.

3 USERNAMES AND PASSWORDS

- 3.1 You must not share your username or password with others and (if relevant) you must ensure that you have appropriate systems in place to deter your Users from sharing usernames or passwords.
- 3.2 You must not leave an unlocked device unattended while you are logged into a Customer Interface.
- 3.3 You must notify us immediately if you know or suspect that:
 - (a) a Customer or User's user identification or password has been lost, stolen or misused;
 - (b) a Customer or User's user identification or password has become known to another person;

- (c) there has been unauthorised access (or attempted unauthorised access) to a Customer Interface;
 - (d) an unauthorised transaction has occurred; or
 - (e) the security of any user identification or password has been compromised.
- 3.4 We may at any time cancel a user identification or password and issue a replacement.
- 3.5 We may from time to time ask you to change your password.

4 YOUR RESPONSIBILITIES

- 4.1 You must not:
- (a) alter in any way material downloaded from a Customer Interface;
 - (b) access or attempt to gain access to accounts other than those which you are authorised to access;
 - (c) interfere with or disrupt, or attempt to interfere with or disrupt, the operation of a Customer Interface; or
 - (d) knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- 4.2 Without limiting any other right we may have, the Customer (and you, if you are a User authorised by the Customer) indemnifies us for any loss, damage, costs, expenses (including legal fees), claims, demands and proceedings arising from:
- (a) your use of a Customer Interface (which includes, for the avoidance of doubt, your use of any information on a Customer Interface) in breach of these terms;
 - (b) any third party use of our Customer Interfaces through your account (whether an authorised User or not), unless we are responsible for unauthorised access to your account; or
 - (c) your infringement of any third party rights.
- 4.3 The Customer acknowledges that:
- (a) we will act on your instructions and the instructions of your Users made using a Customer Interface; and
 - (b) you are liable for any loss you suffer as a result of any change made by someone using your username and password or the username and password of one of your Users, including any loss arising from unauthorised access unless we are responsible for that unauthorised access.

5 OUR RESPONSIBILITIES

- 5.1 We will ensure that all of your user identifications and passwords for our Customer Interfaces are kept secure to prevent unauthorised access (including by our employees).
- 5.2 Although we will use reasonable efforts to ensure that the information made available through our Customer Interfaces is correct, such information has been prepared or otherwise sourced without taking into account your particular financial position, or other needs or objectives. Consequently, and without limiting clause 5.4 we do not warrant the suitability of such information for your purposes and strongly recommend that you seek independent legal, financial or accounting advice (as appropriate) before acting on any information made available through our Customer Interfaces.
- 5.3 We may make information sourced from third parties available to you via our Customer Interfaces (**Third Party Information**). Where Third Party Information is made available to you, this will be notified to you. We have not reviewed all of the Third Party Information and, without limiting clause 5.4, are not responsible for and will not be liable in respect of its content or accuracy. If you rely on any Third Party Information made available via our Customer Interfaces, you do so at your own risk.

- 5.3 We will use reasonable endeavours to ensure that all changes to Users and all transactions undertaken are recorded.
- 5.4 To the extent permitted by law and subject to clause 5.5, we are not liable to you for any loss or damage suffered by you or any other person arising directly or indirectly from your use of a Customer Interface, including but not limited to:
- (a) unauthorised access by any means or any breach of security;
 - (b) failure of a Customer Interface to perform in whole or in part any function;
 - (c) the unavailability of any Customer Interface or service;
 - (d) delays or errors in the execution of any transaction or instruction because of the communications network, ancillary equipment or any other circumstance; or
 - (e) inaccuracies, errors or omissions in relation to a Customer Interface,
- unless such loss or damage was caused by:
- (i) unauthorised access by or facilitated by us or by our employees; or
 - (ii) our willful misconduct or recklessness.
- 5.5 Nothing in these Terms has the effect of excluding, restricting or modifying any rights that you have under legislation (including any consumer guarantee, right or remedy conferred on you by the Australian Consumer Law in Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) that cannot be excluded, modified or restricted by agreement.
- 5.6 To the extent permitted by law, our liability for a breach of a non-excludable guarantee under the Australian Consumer Law is limited, at our option, to:
- (a) in the case of goods supplied or offered by us, any one or more of the following:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; or
 - (b) in the case of services supplied or offered by us:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.
- 5.7 Except as otherwise required by the Australian Consumer Law, we will not be liable to you for any indirect, incidental, punitive, special or consequential loss or damage, loss of profits or anticipated profits, economic loss, loss of business opportunity, loss of data, loss of reputation or loss of revenue (irrespective of whether the loss or damage is caused by or relates to breach of contract, tort, statute or otherwise) arising in a Customer Interface or the information on a Customer Interface.

6 TRANSACTIONS MADE IN ERROR

- 6.1 Subject to clause 6.2, if you submit an order in error or if an order is placed on your account as the result of unauthorised access, you may:
- (a) if we have not accepted the order, withdraw the order by sending us written notice of withdrawal within 24 hours of you placing the order; or
 - (b) if we have accepted the order, request a cancellation of the order in writing within 48 hours of us notifying you we have accepted the order,
- and we will accept the withdrawal or cancellation at no cost to you.
- 6.2 You will not have the benefit of clause 6.1 if:
- (a) the dominant cause of the error is a User or anyone else associated with the Customer:
 - (i) voluntarily disclosing their user identification, password or both; or
 - (ii) having kept a record of their user identification and password without making any reasonable attempt to disguise them; or

- (b) the unauthorised transaction has occurred as a result of you unreasonably delaying in notifying us that a user identification or password may have become known to an unauthorised person.
- 6.3 If clause 6.2 applies, the Customer will be liable for the actual loss arising as a result of the error or unauthorised access. We agree to provide you with information supporting the calculation of that loss.

7 PERSONAL INFORMATION

- 7.1 To assist us in providing you vehicle leasing, vehicle rental, fleet management or other products or services and otherwise conducting our business functions and activities, we may need to collect personal information about you.
- 7.2 By using a Customer Interface and, providing your personal information, you agree that it will be used and disclosed by us in accordance with these Terms and our Privacy Policy (NZ) or our Privacy Policy and Related Privacy Documents (Australia).
- 7.3 If you do not agree, you must stop using the Customer Interface and not provide your personal information. If you do so we may not be able to communicate with you or provide certain products or services to you.
- 7.4 We may disclose your personal information to other parties, including our related entities, and to other third parties who provide products and services to us or through us in the ordinary operation, administration or promotion of our business, and otherwise in accordance with our Privacy Policy.
- 7.5 From time to time, these third parties may be located (and therefore your personal information may be disclosed) overseas, (for Australia, this includes Japan and New Zealand; for New Zealand this includes Japan and Australia).
- 7.6 We may use and disclose your personal information for direct marketing purposes, unless you opt out (which you can do at any time in accordance with our Privacy Policy).
- 7.7 Our Privacy Policy contains information about how you may access and seek correction of your personal information, how you may complain about a breach of your privacy, and how we will deal with that complaint.
- 7.8 Copies of our Privacy Policies and other documents relevant to privacy are also available either on request or from our websites at www.orix.co.nz for New Zealand or www.orix.com.au for Australia.

8 MISCELLANEOUS

- 8.1 The law of the jurisdiction specified in your Agreement applies to these terms. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of that jurisdiction.
- 8.2 If there is a conflict between these Terms and your Agreement, the Agreement prevails to the extent of the inconsistency.
- 8.3 If a provision of these Terms is held by a court to be illegal, void or unenforceable, that provision will be severed from these Terms to the extent and in the manner that best gives effect to the remaining provisions.
- 8.4 In these Terms:
 - (a) a reference to “us”, “we”, “our” etc is a reference to either ORIX Australia Corporation Limited (ABN 79 002 992 6810) or ORIX New Zealand Limited (NZBN 9429039400796) as the context requires; and
 - (b) a reference to “you”, “your”, etc is a reference to the Customer or the individual user of our online customer facilities or both as the context requires.

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