

1 APPLICATION OF THESE TERMS

- 1.1 These Terms and Conditions (**Terms**) govern your use of and access to our customer and/or supplier websites and mobile applications (together **ORIX Interfaces**).
- 1.2 Each time you use an ORIX 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 ORIX Interfaces. We will indicate on our website and ORIX Interfaces when these Terms have been updated. Your continued use of an ORIX Interface following any such variation will indicate your acceptance of such changes. You must stop using all ORIX Interfaces immediately if you do not agree with the updated Terms.

2 CONFIDENTIALITY & NON-DISCLOSURE

- 2.1 You acknowledge and agree that all documents, information and pricing supplied on an ORIX Interface is strictly confidential, and under no circumstances shall you disclose such documents, information or pricing to any person other than to the relevant customer for whom it was provided.

3 ACCESS TO OUR ONLINE SUPPLIER INTERFACES

- 3.1 Access to our ORIX Interfaces is limited to customers and suppliers who have existing fleet, services or supply agreements with us, or who use ORIX Interfaces with our express permission (**Agreement**).
- 3.2 You must not access an ORIX Interface if you are not a customer or supplier named as such in an Agreement (**Customer/Supplier**) or a person authorised by a Customer/Supplier (**User**).
- 3.3 Your use of ORIX Interfaces is at your own risk.
- 3.4 The Customer/Supplier must ensure that any:
 - (a) restrictions on, or changes to, the rights of individual Users; or
 - (b) any changes to Users or the contact details of Users,are communicated to us as soon as reasonably practicable.
- 3.5 Intellectual property rights in ORIX Interfaces, the information on ORIX Interfaces and the reports produced using ORIX Interfaces remain with us. If we grant you access to an ORIX Interface then we also grant you a non-exclusive, non-transferrable, revocable license to use that ORIX Interface.
- 3.6 You may terminate your (or a User's) access to an ORIX Interface, or to specific services accessed through an ORIX Interface, by giving us 7 days' notice at legal@orix.com.au (both Australia and New Zealand).
- 3.7 We may terminate or suspend your access to an ORIX Interface, or to specific services accessed through an ORIX Interface, on 7 days' notice if:
 - (a) you have not used the ORIX Interface for more than 12 months; or
 - (b) you are in default under your Agreement; or
 - (c) you are in breach of these Terms.
- 3.8 We may immediately terminate or suspend your access to an ORIX Interface, or to specific services accessed through an ORIX Interface, if we reasonably believe there is a risk of fraud or a security breach.

4 USERNAMES AND PASSWORDS

- 4.1 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.
- 4.2 You must not leave an unlocked device unattended while you are logged into an ORIX Interface.
- 4.3 You must notify us immediately if you know or suspect that:
 - (a) your Customer/Supplier or a User's user identification or password has been lost, stolen or misused;
 - (b) your Customer/Supplier or a User's user identification or password has become known to another person;

- (c) there has been unauthorised access (or attempted unauthorised access) to an ORIX Interface;
- (d) an unauthorised transaction has occurred; or
- (e) the security of any user identification or password has been compromised.

4.4 We may at any time cancel a user identification or password and issue a replacement.

4.5 We may from time to time ask you to change your password.

5 YOUR RESPONSIBILITIES

5.1 You must not:

- (a) use the ORIX Interfaces in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms;
- (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 an ORIX 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.

5.2 You must ensure that any information that you input to an ORIX Interface (including any documents you upload) are true and complete to the best of your knowledge. You acknowledge that we will rely on the correctness of all information provided by you using an ORIX Interface.

5.3 Without limiting any other right we may have, the Customer/Supplier (and you, if you are a User authorised by the Customer/Supplier) indemnifies us for any direct loss, damage, costs, expenses (including legal fees), claims, demands and proceedings arising from:

- (a) your use of an ORIX Interface (which includes, for the avoidance of doubt, your use of any information on an ORIX Interface) in breach of these Terms;
- (b) any third party use of ORIX Interfaces through your account (whether an authorised User or not); or
- (c) in relation to any information or material you provide to us, your infringement of any third party rights,

except to the extent that the liability the subject of the indemnity was as a result of negligent or fraudulent acts or omissions, or wilful misconduct, of us or our agents or employees.

5.4 The Customer/Supplier acknowledges that:

- (a) we will act on your instructions and the instructions of Users made using an ORIX 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 the Users, including any loss arising from unauthorised access unless that unauthorised access is the result of negligent or fraudulent acts or omissions, or wilful misconduct, of us or our agents or employees.

6 OUR RESPONSIBILITIES

6.1 We will ensure that all of your user identifications and passwords for ORIX Interfaces are kept secure to prevent unauthorised access (including by our employees).

6.1 Although we will use reasonable efforts to ensure that the information made available through our ORIX Interfaces is correct, such information has been prepared or otherwise sourced without taking into account your particular circumstances, needs or objectives. Consequently, and without limiting clause 6.4, we do not warrant the suitability of such information for your purposes and recommend that you seek independent legal, financial or accounting advice (as required) before acting on any information made available through ORIX Interfaces.

6.2 We may make information sourced from third parties available to you via ORIX 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 6.4, 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 ORIX Interfaces, you do so at your own risk.

- 6.3 We will use reasonable endeavours to ensure that all changes to Users and all transactions undertaken are recorded.
- 6.4 We will endeavour to provide reliable, continuous access to the ORIX Interfaces at all times, however access cannot be guaranteed to be fault-free and relies on factors outside the control of ORIX. We may from time to time perform routine maintenance and upgrades and will endeavour to act on such instances at the most convenient times and provide (at our discretion) reasonable notice to the Customer/Supplier.
- 6.5 To the extent permitted by law and subject to clause 6.6, 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 an ORIX Interface, including but not limited to:
- (a) unauthorised access by any means or any breach of security;
 - (b) failure of an ORIX Interface to perform in whole or in part any function;
 - (c) the unavailability of any ORIX 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 an ORIX Interface,
- unless such loss or damage was caused as a result of negligent or fraudulent acts or omissions, or wilful misconduct, of us or our agents or employees (including any unauthorised access by, or facilitated by, us or our employees)
- 6.6 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) or consumer law in New Zealand) that cannot be excluded, modified or restricted by agreement (a **Non-Excludable Obligation**).
- 6.7 Subject to clause 6.6, all conditions, warranties guarantees, rights, remedies, liabilities, or other terms that may be implied by custom, under the general law or by statute, are expressly excluded from these Terms. For avoidance of doubt, in New Zealand, where you are using an ORIX the Supplier Interface for the purposes of a business (as provided in sections 2 and 43 of the Consumer Guarantees Act 1993 (**CGA**)):
- (a) the CGA shall not apply; and
 - (b) if, and to the extent that, it is permissible to contract out of the Fair Trading Act 1986 (**FTA**), you agree that nothing in sections 9, 12A, 13 and 14(1) of the FTA shall apply.
- 6.8 To the extent permitted by law, our liability for a breach of a Non-Excludable Obligation 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) 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 supply of the services again; or (ii) the payment of the cost of having the services supplied again,
- except to the extent the liability was caused as a result of negligent or fraudulent acts or omissions, or wilful misconduct, of us or our agents or employees.
- 6.9 Except as otherwise required at law, neither party will be liable to the other party 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 an ORIX Interface or the information on an ORIX Interface.

7 TRANSACTIONS MADE IN ERROR

- 7.1 Subject to clause 7.2, if you submit an order/application, or accept a quote, in error or if an order/application is submitted, or a quote accepted, on your account as the result of unauthorised access, you may:
- (a) if we have not accepted the order/application or acted on the accepted quote, withdraw the order/application or acceptance by sending us written notice of withdrawal within 24 hours of the error occurring; or
 - (b) if we have accepted the order/application or acted on the accepted quote, request a cancellation of the order/application or acceptance in writing within 48 hours of us notifying you that we have accepted the order/application or acted on the accepted quote, and we will accept the withdrawal, or cancellation at no cost to you.
- 7.2 You will not have the benefit of clause 7.1 if:
- (a) the dominant cause of the error is a User or any one else associated with the Customer/Supplier:
 - (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 having unreasonably delayed in notifying us that a user identification or password may have become known to an unauthorised person.
- 7.3 If clause 7.2 applies, the Customer/Supplier 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.

8 PERSONAL INFORMATION

- 8.1 You acknowledge that from time to time, your use of an ORIX Interface may involve the collection or communication of personal information as defined by the relevant privacy laws (**Personal Information**) about drivers or custodians of vehicles or other suppliers.
- 8.2 If you do not agree to such collection or communication, you must stop using the ORIX Interface and not provide your Personal Information. If you do so we may not be able to transact with you.
- 8.3 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 applicable Privacy Policy.
- 8.4 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).
- 8.5 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 applicable Privacy Policy).
- 8.6 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. Copies of our Privacy Policies and other documents relevant to privacy are available either on request or from our websites at www.orix.co.nz for New Zealand or www.orix.com.au for Australia.
- 8.7 You must take all reasonable steps to prevent any corruption, interference, loss, or unauthorised access, use, modification, processing, disclosure or other misuse of Personal Information or other confidential information through your use of or access to an ORIX Interface (**Security Breach**).
- 8.8 You must:
- (a) notify us as soon as reasonably practicable after becoming aware of any Security Breach;
 - (a) co-operate with us in relation to the investigation of any Security Breach, and in the resolution of any Security Breach to our satisfaction; and
 - (b) to the extent permitted by law, promptly notify us of any direction or request from a regulatory authority, or of any other third party legal process, relating to any Security Breach.

9 MISCELLANEOUS

- 9.1 The law of the jurisdiction specified in your Agreement applies to these Terms. In the absence of any jurisdiction being specified, the laws of the country in which the Customer/Supplier is resident apply. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of that jurisdiction.
- 9.2 If there is a conflict between these Terms and your Agreement, the Agreement prevails to the extent of the inconsistency.
- 9.3 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.
- 9.4 You may not transfer or assign any of your rights or obligations under these Terms without our consent (such consent not to be unreasonably withheld or delayed). We may transfer or assign all or any part of our rights or obligations under these Terms without your consent.
- 9.5 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/Supplier or the individual User of the ORIX Interface or both as the context requires.

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