

SUBSCRIPTION TERMS

The Terms are provided by Australian Automotive Service and Repair Authority Pty Ltd (ABN 95 655 606 983). Please read the Terms in full. This brief informational summary of features does not form part of, or replace, the Terms.

To extent permitted by law we limit our liability, including in relation to the provision of products we provide to you, loss or damage to goods or property, third party information or services provided to you as facilitated by us or through links in our website, and in relation to information you provide to us. Such limitation of liability may potentially reduce compensation amounts you can recover or exclude some avenues of compensation. You provide us with an indemnity including for providing incorrect, inaccurate, incomplete or misleading information to us, for unauthorised use of your account, and use of the website, products, services, payment gateways or use of information provided to you by vehicle manufacturers (**Automakers**).

1 TERMS

- 1.1 This document sets out the terms and conditions on which AASRA provides the Products to the Technician. The Technician agrees to be bound by the Terms and the Terms constitute a binding agreement between the parties.
- 1.2 The Technician must comply with the Website Terms of Use.

2 DEFINITIONS AND INTERPRETATION

- 2.1 In the Terms unless the context indicates otherwise, the following words have the following meanings:

AASRA means Australian Automotive Service and Repair Authority Pty Ltd (ABN 95 655 606 983) of 16 Manning Street, South Brisbane, QLD 4101.

AASRA's Agents means AASRA's officers, employees, agents, consultants, contractors licensors, partners and affiliates.

Account means each of a Base Account, Safety Account and a Security Account.

AIR means Assisted Initialisation or Reprograming.

AIR Eligibility means the Technician meets the eligibility requirements provided in clause 9.2(a) to determine if the Technician is eligible to receive Security Information and an AIR Vendor's services.

AIR Service means AASRA assessing the Technician's AIR Eligibility requirements and/or facilitating the provision of services by an AIR Vendor.

AIR Vendor means the third party who supplies the AIR to the Technician.

Amendment Act means the *Competition and Consumer Amendment (Motor Vehicle Service and Repair Information Sharing Scheme) Act 2021* amending the *Competition and Consumer Act 2010* and the *Competition and Consumer (Motor Vehicle Service and Repair Information Sharing Scheme) Rules 2021*.

Australian Consumer Law means the Australian Consumer Law provided in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Base Account means the account registered and maintained by the Technician for the purpose of accessing the Scheme Information and Products.

Base Account Period means the subscription period for the Base Account, which is one year commencing:

- (a) for the initial year of the Base Account, from the date the Technician registers the Base Account (**Initial Base Year**); and
- (b) for each year the Base Account is renewed, from the date that is the anniversary of the Initial Base Year.

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in Melbourne, Victoria are open for business.

Claim means any claim however arising including any action, complaint, debt, demand, due, proceeding, suit or other legal recourse (whether in contract or tort (including negligence), at law or in equity) and including any cause of action or right to bring or make any such claim.

Consequential Loss includes but is not limited to loss of business, loss of revenue, loss of contract, lost opportunity costs, loss of profits, loss of goodwill, loss in value of reputation, loss in value of Intellectual Property, special loss, legal costs and expenses.

Content means any content provided on the Website or by way of, or in connection with, the Products.

GST has the same meaning given to that expression in *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as in force from time to time.

Invoice means any invoice for or relating to the Products or payment amount as shown in the Payment Gateway.

Intellectual Property means all intellectual property and similar proprietary rights (including rights held under licence) in any jurisdiction, including all rights in and to: (a) original works of authorship, whether copyrightable or not, copyrights and all renewals, modifications, translations and any relevant moral rights; (b) computer software or hardware, whether or not copyrightable, including all databases, source codes, object codes, programs, applications, models, specifications and documentation; (c) patents (including any design patents method patents and utility patents), patent applications, continuations, utility models, industrial designs, inventors' certificates and invention disclosures; (d) trade marks, service marks, brand names, certification marks, trade dress and names, business names and other indications of origin; (e) know-how, designs, technical information, models, drawings, specifications, prototypes, enhancements, improvements and derivative works.

Loss means any loss, damage, debt, deficiency, diminution in value, charge, cost, expense, fine, outgoing, penalty or other liability of any kind or character (including legal fees, other professional fees, debt recovery fees and expenses on a full indemnity basis) that a party pays, suffers or incurs or is liable for, including all amounts paid in settlement for any claim, complaint, demand, proceeding, litigation, action, or other legal recourse whether under statute, contract, tort or otherwise, but does not include Consequential Loss unless otherwise specified in the Terms.

Order means any offer by the Technician to purchase Products from AASRA.

Participating Automakers means vehicle manufacturers who have engaged AASRA to provide services, including the Safety Assessment and Security Assessment.

Payment System means any platform, portal, software based operating system, facility or other system provided by a third party to facilitate payment of monies to AASRA, including payment of the Purchase Price.

Price means the amount payable for the Products as notified on the Website from time to time or listed on the Invoice for the Products.

Product means any goods or services supplied by AASRA to the Technician on the Website, including any subscription and/or access to a Base Account, Safety Account (including the Safety Assessment), Security Account (including the Security Assessment), AIR Services, or as otherwise specified in the Terms or by AASRA on the Website from time to time.

Purchase Price means the Price, any of the items listed in clause 5.6 and listed on the Invoice for the Products.

Relevant Business means the business, which carries on or actively seeks to carry on, in Australia, diagnosing faults with, servicing, repairing, modifying or dismantling Scheme Vehicles, that the Technician performs work for at the time any Account is registered or maintained, whether the business is operated by way of the Technician being a sole trader, the Technician performing work for a partnership or the Technician performing work for a company registered pursuant to the Corporations Act (whether or not the Technician is a director and/or shareholder of that company).

Safety Account means the account registered and maintained by the Technician for the purpose of the Technician being assessed as to their eligibility to access Safety Information.

Safety Information has the meaning given to that expression in the Amendment Act.

Scheme Information has the meaning given to that expression in the Amendment Act.

Safety Assessment means in respect of a Technician seeking access to Safety Information from a Participating Automaker, the fit and proper person assessment, and any other requirements, required in accordance with the Amendment Act to receive the Safety Information.

Scheme RTO has the meaning given to that expression in the Amendment Act.

Security Account means the account registered and maintained by the Technician for the purpose of the Technician being assessed as to their eligibility to access Security Information.

Security Account Period means the subscription period for the Security Account, which is one year commencing:

- (a) for the initial year of the Security Account, from the date the Technician registers the Security Account (**Initial Security Year**); and
- (b) for each year the Security Account is renewed, from the date that is the anniversary of the Initial Security Year.

Security Information has the meaning given to that expression in the Amendment Act.

Security Assessment means in respect of a Technician seeking access to Security Information from a Participating Automaker, the fit and proper person assessment, and any other requirements (including declarations regarding specified matters), required in accordance with the Amendment Act to receive the Security Information.

Technician means the person who has registered a Base Account, who may have registered a Safety Account and/or a Security Account, or otherwise placed an Order and/or purchased Products from AASRA.

Technician's Terms means any terms and conditions provided by the Technician to AASRA at any time or in any manner, including any printed terms and conditions on the Technician's Order, or terms and conditions other than the Terms purported by the Technician to apply to the Order, an Account and/or the Products.

Terms means these terms and conditions;

Website means AASRA's website and its sub-domains (if any) at www.aasra.com.au.

Website Terms of Use means the terms relating to the use of the Website.

2.2 In this document unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing persons include individuals, entities, firms, companies and corporations and vice versa;
- (c) references to clauses and schedules are references to the relevant clauses and schedules to the Terms and a reference in any schedule to the Terms;
- (d) any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- (e) headings do not affect the interpretation of the Terms;
- (f) an expression used or defined in the *Corporations Act 2001* (Cth) has the same meaning in the Terms;
- (g) any reference to a party includes the party's permitted assignees and successors, including executors and administrators and legal representatives;
- (h) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or by-law made under that enactment; and
- (i) the word "including" (and related forms) means "including without limitation".

3 TERM

3.1 The Terms will commence on the date the Technician agrees to be bound by the Terms by registering a Base Account or placing an Order for, or purchasing, another Product from AASRA (whichever occurs first) and will continue until terminated in accordance with the Terms (**Term**).

4 REGISTERING AN ACCOUNT

4.1 Any Order by the Technician constitutes acceptance of the Terms, and the Technician agrees:

- (a) that the Terms prevail over the Technician's Terms; and
- (b) by placing the Order, to pay the Purchase Price.

- 4.2 Unless provided otherwise in the Terms, AASRA may in its absolute discretion accept or reject any Order made by the Technician and, if the Order is rejected by AASRA (**Rejected Order**), then the Rejected Order will form part of the Terms only to the extent that AASRA may reject the Order in its absolute discretion.
- 4.3 An Order is accepted when the Technician receives written or verbal acceptance from AASRA or receives delivery of the Products, whichever occurs first.

5 PAYMENT

- 5.1 The Technician must pay to AASRA the Purchase Price on placing the Order, the Purchase Price will be listed on the Invoice.
- 5.2 The Technician must pay to AASRA, the Purchase Price for the Base Account and the Security Account:
- (a) on or before the date the Base Account or Security Account (as applicable), is registered; and
 - (b) on or before each date that is the one year anniversary of the date the Base Account or Security Account (as applicable), was registered.
- 5.3 The Technician must pay to AASRA, the Purchase Price for the Safety Account on or before the registration of the Safety Account.
- 5.4 All representations made in the Invoice are made on the basis that errors and omissions are excepted.
- 5.5 AASRA reserves the right to vary the Purchase Price in the event of a variation to the Order, and notice will be provided in writing by AASRA within a reasonable time.
- 5.6 Unless AASRA otherwise notifies the Technician in writing, the Price is exclusive of any GST, other goods and services tax, sales tax, excise, duty and/or any identified or new taxes that come into existence after the effective date of the Terms and, where such taxes apply to a supply under the Terms, AASRA may recover from the Technician an additional amount on account of those taxes and AASRA will deliver to the Technician a compliant Invoice.
- 5.7 Unless agreed in writing by AASRA, the Technician must not withhold payment of the Purchase Price due to a dispute or any other query arising in respect of the Order, the Purchase Price or any other matter connected with the Terms.
- 5.8 AASRA may, in its complete discretion apply any payment received from the Technician to any amount owing by the Technician to AASRA.
- 5.9 All costs and expenses associated with collecting overdue amounts, including (but not limited to) legal fees, interest and internal costs and expenses of AASRA, are to be paid by the Technician as a debt due and payable under the Terms.
- 5.10 With the exception of the Base Account and Security Account, AASRA reserves the right to change the Purchase Price without notice to the Technician, and such Purchase Price will apply to all Orders placed by the Technician, or the registration of a new Account by the Technician, following such a change.
- 5.11 AASRA may change the Purchase Price of a Base Account, Security Account and AIR Services by providing the Technician with 30 days written notice.

6 PAYMENT SYSTEM

- 6.1 The types of Payment System available for the Technician to make payment to AASRA are specified on the Website.
- 6.2 AASRA may use one or more Payment Systems operated by a third party. Payments made through a Payment System are subject to the terms and conditions and privacy policy of the relevant Payment System. The Payment System provides its own secure technology.
- 6.3 If the Technician uses a Payment System, the Technician must comply with the requirements of the Payment System, any terms and conditions relating to the Payment System and any applicable laws.
- 6.4 Unless the Technician expressly consents otherwise, AASRA does not see or have access to any personal information that the Technician may provide to the Payment System, other than information that is required in order to process the Technician's order and, if applicable, deliver the requested Products to the Technician (e.g. your name, email address, billing address, date of purchase and amount of purchase). AASRA may request information from the Technician in compliance with privacy laws, for internal validation process.
- 6.5 To the extent permitted by law, AASRA will not be liable for any Loss, including Consequential Loss, that may be suffered by the Technician whose credit or debit card, or bank account information is used in a fraudulent or unauthorised manner by any person other than AASRA.

7 TECHNICIAN PROVIDED INFORMATION AND ACCOUNT SECURITY

Technician Provided Information

- 7.1 The Technician must ensure:
- (a) correct, accurate, true and complete information and documentation is entered or provided in respect of an Account, updating information or documentation, requesting a Safety Assessment, requesting a Security Assessment, in connection with AIR Eligibility, in connection with the provision of services by an AIR Vendor and/or otherwise inputting information into the Website; and
 - (b) when information or documentation provided in respect of each Account is no longer current, such information must be promptly updated by the Technician and in any event, no later than 2 Business Days after the information or documentation is no longer current.
- 7.2 To the extent permitted by law, AASRA is not liable to the Technician, or any third party, for any Loss, including Consequential Loss, as a direct or indirect result of incorrect, inaccurate, untrue or incomplete information or documents being entered or provided by the Technician in respect of an Account, a Safety Assessment or a Security Assessment in connection with AIR Eligibility, in connection with the provision of services by an AIR Vendor and/or otherwise inputting information into the Website.

Account Security

- 7.3 The Technician must:
- (a) maintain the security of each Account the Technician has registered;
 - (b) not allow any other person to access any Account the Technician has registered; and

- (c) not share any username, password or any other access codes or keycodes (temporary or otherwise) provided to the Technician to access any Account registered by the Technician.
- 7.4 The Technician must provide written notice to AASRA immediately on the Technician becoming aware of any unauthorised access and/or use of any of the Technician's Accounts. To the extent permitted by law, AASRA is not liable to the Technician, or any third party, for any Loss, including Consequential Loss, as a direct or indirect result of unauthorised access and/or use of any of the Technician's Accounts.
- 7.5 In the event of any unauthorised access and/or use of the Technician's Account, the Technician must co-operate with AASRA in relation to security investigation or security rectification action taken by AASRA or AASRA's Agents.

8 ACCOUNTS AND ELIGIBILITY TO ACCESS SCHEME INFORMATION, SAFETY INFORMATION OR SECURITY INFORMATION

Account Eligibility

- 8.1 To register and maintain an Account, the Technician must:
- (a) be an individual;
 - (b) link the Accounts to a Relevant Business or a Scheme RTO the Technician is employed by or contracted to provide services to;
 - (c) provide any other information requested by AASRA to register an Account;
 - (d) pay the Purchase Price in accordance with the Terms; and
 - (e) comply with the Technician's obligations under the Terms.
- 8.2 To register and maintain a Safety Account and access Safety Information available from the Automaker, the Technician must be eligible to receive the Safety Information in accordance with the Amendment Act.
- 8.3 To register and maintain a Security Account and access Security Information available from a Participating Automaker, the Technician must be eligible to receive the Security Information in accordance with the Amendment Act.

Eligibility to Access Scheme Information, Safety Information or Security Information

- 8.4 The Technician agrees that:
- (a) AASRA can only assess whether the Technician is eligible to receive Scheme Information, Safety Information or Security Information from a Participating Automaker if the Technician meets the eligibility requirements under the Amendment Act;
 - (b) if AASRA does not assess the Technician as being eligible to receive the Scheme Information, Safety Information or Security Information, under the Amendment Act AASRA may ask for additional information, clarification or declaration from the Technician; and
 - (c) if the Technician does not provide the information, clarification or declaration requested in clause 8.4(b), AASRA is not obligated to reassess whether the Technician is eligible under the Amendment Act to receive Scheme Information, Safety

Information or Security Information from a Participating Automaker until such information, clarification or declaration is received.

Technician's Further Obligations for Security Information

- 8.5 Without limiting the eligibility requirements under the Amendment Act or the Terms, the Technician must:
- (a) ensure the Technician gives an accurate and true declaration that a the owner of a vehicle has given authority to the Technician to access and use that vehicle's Security Information;
 - (b) not store vehicle security related PIN, immobiliser or keycodes in any written form whether in hard copy or electronic form; and
 - (c) not share Security Information with any other person.

9 AIR

9.1 The Technician acknowledges and agrees that:

- (a) AASRA is providing AIR Services to the Technician due to scan tool supply limits in the market (**Market Restrictions**) limiting Technicians from purchasing scan tools;
- (b) an Air Vendor assists the Technician to provide services requiring Security Information;
- (c) the AIR Services may not be available to the Technician when Market Restrictions are resolved or on AASRA deciding, in its absolute discretion, to cease providing AIR Services;
- (d) the provision of AIR by an AIR Vendor is subject to the availability of an Air Vendor and there is no obligation on AASRA as to the timeframe within which an AIR Vendor may be available to assist the Technician;
- (e) the Technician must pay AASRA for the AIR Services;
- (f) the Technician must pay the AIR Vendor directly for the use of the AIR Vendor's services;
- (g) the Technician must comply with any separate terms and conditions and privacy policy in respect of the AIR Vendor's services; and
- (h) the Technician will comply with the Technician's obligations under the Terms, including in respect of accessing AIR, an AIR Vendor's services and the AIR Services.

9.2 To receive services from an AIR Vendor the Technician must:

- (a) meet the following AIR Eligibility requirements:
 - (i) have, and be eligible to have, a Base Account;
 - (ii) provide a copy of the Technician's drivers licence to AASRA;
 - (iii) be in the presence of the Technician's customer's vehicle, being the owner of the vehicle (**Vehicle Owner**);

- (iv) provide the last six digits of the vehicle identity number of the Vehicle Owner's vehicle to AASRA;
- (v) provide a copy of the Vehicle Owner's drivers licence to AASRA;
- (vi) provide a declaration that the AIR Vendor is authorised by the Vehicle Owner to use the Vehicle Owner's:
 - (A) vehicle and vehicle identification number: and
 - (B) security information for the vehicle specified in this clause;
- (b) have the written consent of the Vehicle Owner to provide the information required in clauses 9.2(a)(iv) and 9.2(a)(v) to AASRA, in compliance with the *Privacy Act 1988* (Cth); and
- (c) pay the Purchase Price to AASRA for the AIR Services and the use of the Air Vendor's services.

10 PROVISION OF PRODUCTS

10.1 AASRA does not warrant that:

- (a) the Automaker will provide the Scheme Information, Safety Information or Security Information to the Technician; or
- (b) the Scheme Information, Safety Information or Security Information requested by the Technician or provided by the Automaker to the Technician will be complete, accurate, correct, suitable or available.

10.2 The Technician agrees:

- (a) that the Technician must be eligible to receive Scheme Information from the Automaker and, to the extent permitted by law, AASRA will not be liable to the Technician or to any third party if the Scheme Information is not provided to the Technician by the Automaker;
- (b) that the Technician must meet the Security Assessment eligibility requirements to be eligible to receive:
 - (i) Security Information from an Automaker or, if applicable, by way of the Website; or
 - (ii) services from an AIR Vendor,
 and, to the extent permitted by law, AASRA will not be liable to the Technician or any third party if:
 - (iii) the Security Information is not provided to the Technician by the Automaker; or
 - (iv) if applicable, the Security Information is not received by way of the Website;
- (c) that the Technician must meet the Safety Assessment eligibility requirements to be eligible to receive Safety Information from the Automaker and AASRA will not be liable to the Technician or to any third party if the Safety Information is not provided to the Technician by the Automaker;

- (d) that AASRA does not provide, or control the content of, the Scheme information, Safety Information or Security Information, except to the extent that some Security Information may be provided by the Automaker to the Technician by way of, and, to the extent permitted by law, AASRA is not liable to the Technician or to any third party if the Scheme Information, Safety Information or Security Information is inaccurate, incomplete, incorrect, unsuitable, not available or delayed;
- (e) that AASRA merely facilitates the provision of services by an Air Vendor and the Air Vendor supplies the Air Vendor's services to the Technician, and, to the extent permitted by law, AASRA is not liable to the Technician or to any third party in respect of any issue or failure arising in respect of the service provided by the AIR Vendor to the Technician,

and, to the extent permitted by law, AASRA may rely on this clause as a bar to Claims in respect of such liability against AASRA or AASRA's Agents.

GENERAL

- 10.3 AASRA may change, amend, suspend or cancel any Product, if it is reasonable for AASRA to do so or it is in AASRA's legitimate business interests.
- 10.4 Unless specified by AASRA to the contrary in writing, AASRA does not warrant that it will be capable of providing the Products at the specific times requested by the Technician.
- 10.5 Subject to otherwise complying with its obligations under the Terms or the requirements under the Amendment Act that apply to some of the Products, AASRA will exercise its independent discretion as to the most appropriate and effective manner of providing the Products and of satisfying the Technician's expectations of those Products.
- 10.6 AASRA may agree in writing to provide additional Products not included or specifically excluded in an Order on request from the Technician. In this event, AASRA shall be entitled to make an additional charge. Additional Products includes, but is not limited to, alterations or amendments to Products authorised by the Technician.
- 10.7 The Technician agrees that AASRA may at any time appoint or engage an agent to perform an obligation or right of AASRA arising out of or pursuant to the Terms or an Order.

CONTENT

- 10.8 Nothing in the Terms confers any right, title, proprietary interest, licence or other interest in any Intellectual Property in the Content whether the Intellectual Property is AASRA's or that of a third party.
- 10.9 The Content must not be used in a manner that infringes AASRA's, or a third party's, Intellectual Property rights or the law.
- 10.10 Any third party Content may be subject to the third party's terms and conditions of use and the Technician agrees to comply with those terms and conditions of use.
- 10.11 To the extent permitted by law, AASRA does not guarantee the accuracy, currency, completeness or suitability of any information provided in the Content.

11 CANCELLATION AND RETURNS

ACCOUNT CANCELLATION OR SUSPENSION

11.1 The Technician agrees that:

- (a) the Base Account will be cancelled if the Purchase Price is not paid in accordance with clause 5.2;
- (b) the Security Account will be cancelled if the Purchase Price is not paid in accordance with clause 5.2;
- (c) in respect of an Account, if the requirements of clauses 8.1, 8.2 or 8.3 are not met in respect of an Account, AASRA may, in AASRA's absolute discretion, cancel the Account or suspend the Account until the requirements are complied with or until such time as AASRA notifies the Technician in writing; and
- (d) if the Technician no longer performs work for the Relevant Business or Scheme RTO linked to the Accounts, the Technician must notify AASRA in writing, and:
 - (i) the Technician must cease using the Accounts; and
 - (ii) AASRA may suspend the Accounts,

until such time as the Technician provides updated information of another Relevant Business or Scheme RTO that the Technician performs work for, is employed by or is contracted to provide services to.

RETURNS AND REFUNDS

11.2 Except as otherwise provided in the Terms, to the extent permitted by law and unless AASRA has an obligation to provide a remedy under the Australian Consumer Law in respect of Products supplied to the Technician:

- (a) all amounts paid to AASRA are non-refundable;
- (b) AASRA may in its absolute discretion accept or reject the return of Products and in deciding whether to accept the return of the Products, AASRA may consider (amongst other things) whether the returned Products are in the original packaging, accompanied by the original Invoice and in a condition suitable for AASRA to re-stock and re-sell; and
- (c) if AASRA accepts the return of the Products pursuant to clause 11.2(b), then AASRA in its absolute discretion may allow for an exchange for Products of equivalent price or to provide a credit to the value of the Products.

12 TECHNICIAN WARRANTIES

12.1 The Technician warrants that the Technician will:

- (a) not provide to AASRA, or input into or by way of the Website, any false, misleading, inaccurate or incorrect information, clarifications or declarations, including in connection with registering a Base Account, Safety Account or Security Account or in connection with the Technician's eligibility to receive Scheme Information, Safety Information or Security Information, in respect of reports regarding the same (for example, that such information is missing or unavailable), or in connection with AIR Services;
- (b) in connection with the provision and use of the Products, comply with all laws;
- (c) comply with the Technician's obligations under the Terms; and

- (d) in connection with the provision and use of Scheme Information, Safety Information and/or Security Information, comply with the Technician's obligations under a Participating Automaker's terms and conditions (as applicable).

13 INDEMNITY

- 13.1 The Technician is liable for, indemnifies, holds harmless and releases and discharges AASRA and AASRA's Agents from and against any Claim made by any person (including the Technician, AASRA or a third party) and all Loss, including Consequential Loss, incurred by AASRA or AASRA's Agents, in connection with or arising out of any Claim as a direct or indirect result of:
- (a) information inputted into the Website or provided to AASRA by the Technician, or declaration made by the Technician, to register an Account, to access Scheme Information, Safety Information or Security Information, to access AIR Services or AIR, or to access the Products, that is misleading, false, incorrect, inaccurate, incomplete or untrue;
 - (b) the Technician's misuse, misleading or deceptive use, or fraudulent use of any of the features or functions of the Website, of the Products, or the Scheme Information, Safety Information or Security Information;
 - (c) the Technician's unlawful or negligent use of the Website, of the Products, or the Scheme Information, Safety Information or Security Information;
 - (d) the Technician's use of a Payment System, including misuse, fraudulent use, the failure to comply with the requirements or terms and conditions of the Payment System, any laws or incorrectly entering information into the Payment System;
 - (e) the technician's failure to comply with any of clauses 7.3, 7.4, 7.5 or 12.1;
 - (f) an Account being accessed or used in a manner not permitted under the Terms; and/or
 - (g) the Technician's default under the Terms, including as expressed in clause 15.1.

14 LIMITATION OF LIABILITY

- 14.1 The Technician must ensure when placing Orders or requesting Products, that there is sufficient information to enable AASRA to execute the Order and provide the Products.
- 14.2 To the extent permitted by law and except as otherwise expressly provided in the Terms, all express and implied warranties, guarantees and conditions under statute or common law as to merchantable quality, description, quality, suitability or fitness of the Products for any purpose or as to design, assembly, installation, materials, workmanship, execution, implementation, information or otherwise is expressly excluded.
- 14.3 Without limiting the exclusions in clause 14.2, to the extent permitted by law, including, where AASRA has an obligation under the Australian Consumer Law, for Products that are not of a kind ordinarily acquired for personal, domestic or household use or consumption, AASRA's liability is limited in relation to the sale or supply of Products to the Technician as follows:
- (a) AASRA's liability for any Claim is limited at AASRA's option to for Products that are goods replacing the Products with equivalent Products, repairing the Products (or

payment for the repair of goods) or providing a refund for the Products and, for the Products that are services, providing a remedy to the Technician, which may include, re-supplying the Products or providing a refund for the Products;

(b) AASRA is not liable for any Loss to person or property arising from or caused in any way by the Products; and

(c) AASRA will not be liable for any Consequential Loss.

14.4 Any limitation of liability in clauses 14.2, 14.3 and/or in the Terms does not apply if it would restrict, modify or exclude the Technician's rights in a way that is not permitted under Australian Consumer Law or any other applicable law.

14.5 To the extent permitted by law, the Technician indemnifies and holds harmless AASRA and AASRA's Agents against any Loss, including Consequential Loss in connection with or arising out of the purchase and/or use of the Products which occurs due to the Technician's failure to undertake proper due diligence with respect to the suitability of the Products for the intended purpose.

15 DEFAULT

15.1 The Technician will be in default if:

(a) the Technician breaches these Terms;

(b) payment for the Products has not been received by AASRA in full by the due date for payment; and/or

(c) the Technician misleads AASRA in any material way or in any way in relation to the Technician performing work for a Relevant Business or Scheme RTO, or in connection with information provided to assess the Technician's eligibility to receive:

(i) Safety Information;

(ii) Security Information; or

(iii) an AIR service from an AIR Vendor or AIR Services.

15.2 Without prejudice to any other rights of AASRA under the Terms or under statute or common law, if the Technician defaults, AASRA may do one or more of the following:

(a) terminate the Terms;

(b) treat the whole of the Terms, any part of the Terms and/or any other contract with the Technician as repudiated and sue for breach of contract;

(c) make all money owing by the Technician to AASRA, immediately due and payable;

(d) make a Claim for Loss, including Consequential Loss, in connection with the Technician's default;

(e) suspend or terminate any or all Accounts;

(f) cease supply or delivery of any or Products to the Technician; and/or

(g) without notice to the Technician, commence taking steps to collect the overdue amount, including, without limitation, debt collection action and any associated legal proceedings.

16 FORCE MAJEURE

- 16.1 Except for the payment of the Purchase Price for dispatched Products provided to the Technician, neither party has any liability under the Terms or may be deemed to be in breach of the Terms for any delays or failures in performance of the Terms which result from circumstances beyond the reasonable control of that party (including without limitation as a result of any cyberattack, strike, war, terrorist attack, trade dispute, fire, flood, tempest, theft, epidemic, pandemic or breakdown in machinery of any kind, disruption to electricity (or any other utility), or breakdown or disruption of any electronic communication support system).
- 16.2 The party affected by these circumstances must promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.
- 16.3 If such circumstances continue for a continuous period of more than 6 months, either party may terminate the Terms by written notice to the other party.
- 16.4 If AASRA is unable to fulfil or complete an Order placed by the Technician within the time frame required by the Technician due to a circumstance in clause 16.1 or 16.2, then AASRA may cancel the order without the Technician having a claim against AASRA for Loss, Consequential Loss, damage, costs or expenses arising from such a cancellation.

17 GENERAL

- 17.1 The Technician's obligations under the Terms and any provisions of the Terms that, expressly or by implication, are intended to survive its termination will survive termination of the Terms.
- 17.2 The Terms may be varied by AASRA giving the Technician notice.
- 17.3 A notice or other communication connected with the Terms has no legal effect unless it is in writing. In addition to any other method of service provided by law, the notice may be sent by pre-paid post to the address of the addressee as set out in the Terms or provided under the relevant Base Account or sent by email to the email address of the addressee. Each party must promptly advise the other party of any changes to the parties contact details.
- 17.4 AASRA may assign, license or sub-contract all or any part of its rights and obligations under the Terms, to another person without notice to the Technician.
- 17.5 The Technician must not assign or otherwise transfer any or all of its rights and obligations under the Terms without the prior written agreement of AASRA.
- 17.6 The Technician does not have a right of set-off in any Claim brought by AASRA against the Technician for default in payment or brought by the Technician against AASRA, and the Technician agrees that this clause can be produced as a bar of any proceeding for set-off.
- 17.7 The Terms contain the whole agreement between the parties in respect of the subject matter of the agreement.
- 17.8 The parties confirm that they have not entered into the Terms on the basis of any representation that is not expressly incorporated into the Terms.

- 17.9 Where more than one Technician completes the Terms each will be liable jointly and severally.
- 17.10 The Terms are binding on the Technician, their heirs, assignees, executors, trustees and where applicable, any liquidator, receiver or administrator.
- 17.11 Website Terms of Use, which govern the use of the Website, apply in addition to the Terms. The Terms prevail over the Website Terms of Use, in the event of any inconsistency.
- 17.12 No failure or delay by AASRA in exercising any right, power or privilege under the Terms will impair the same or operate as a waiver of the same nor may any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.
- 17.13 The rights and remedies provided in the Terms are cumulative and not exclusive of any rights and remedies provided by law.
- 17.14 Each party to the Terms must at the request and expense of the other do all things reasonably necessary to carry out the provisions of the Terms or to make it easier to enforce.
- 17.15 If a provision of the Terms is invalid or unenforceable in a jurisdiction it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability and that fact does not affect the validity or enforceability of that provision in another jurisdiction, or the remaining provisions.
- 17.16 The Terms are governed by, and shall be construed in accordance with, the laws of Victoria, Australia. The parties irrevocably agree that the courts of Victoria, Australia have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Terms or its subject matter or formation.