

AASRA WEBSITE TERMS

1 AGREEMENT TO THESE TERMS

- 1.1 Welcome to the website **aasra.com.au** which includes any subdomains (if applicable) (**Site**) of the Australian Automotive Service and Repair Authority Pty Ltd (ABN 95 655 606 983) (**we, us and our**). The Site acts as a platform for users (**you and your**) to:
- (a) access general information in relation to the motor vehicle service and repair information sharing scheme as provided under the *Competition and Consumer 2010* (Cth) (**Information Sharing Scheme**);
 - (b) access our goods and services in relation to the Information Sharing Scheme;
 - (c) use links on the Site to provide access to vehicle diagnostic, service and repair information and/or other vehicle manufacturer information on third party platforms established and/or managed by vehicle manufacturers (or their agents) (**Automaker Platform**).
- 1.2 By accessing and using this Site, you agree to be bound by these Terms. These Terms constitute a binding agreement between the parties and govern your use of this Site which includes the information on the Site.
- 1.3 Your use of this Site is subject to our [Privacy Policy](#) and [Subscription Terms](#), which are incorporated by reference into these Terms.
- 1.4 By using this Site you represent and warrant to us that you are at least 18 years of age, located in Australia and a natural person (which includes a natural person who is authorised to act on behalf of an entity). Should we suffer any damage or other losses as a result of a transaction entered into by a minor, we reserve the right to seek compensation for such losses from their parents or guardians.

2 SECURE AREA

- 2.1 Parts of this Site will only be accessible to registered account holders in accordance with the [Subscription Terms](#).

3 INTELLECTUAL PROPERTY

- 3.1 In these Terms, the term "**Proprietary Content**" means:
- (a) this Site;
 - (b) all of its content (including all of the text, graphics, designs, software, data, sound and video files and other information contained in this Site, and the selection and arrangement thereof); and
 - (c) all software, systems and other information owned or used by us in connection with the goods or services offered through this Site (whether hosted on the same server as this Site or otherwise).
- 3.2 All Proprietary Content is our property or the property of its licensors (as applicable) and is protected by Australian and international copyright laws. You must not reproduce, transmit, republish or prepare derivative works from any of the Proprietary Content, except as expressly

authorised by these Terms or with our prior written consent or the prior written consent of the other copyright owner (as applicable).

- 3.3 Subject to the Subscription Terms, you may download and print out content, other than vehicle manufacturer (automaker content), that is not available for purchase from this Site only for your own personal and non-commercial use and provided that you do not remove or modify any copyright, trademark or other proprietary notices. The use of content, goods and services, available for purchase from this Site, including intellectual property in respect of content, goods or services for purchase, is governed by the Subscription Terms.
- 3.4 Our logo and the words "Australian Automotive Service and Repair Authority" are our trademarks. Except for third party trademarks or content used in accordance with the law or under licence, the look and feel of this Site (including all button icons, scripts, custom graphics and headers) are our trademarks, service marks and/or trade dress or used under licence. These trademarks, service marks and trade dress may not be used, copied or imitated, in whole or in part, without our prior written consent.
- 3.5 In these Terms, the term "**User Content**" means any and all content that is submitted, posted or otherwise added to this Site by any user, including comments, emails (or other communications) to us regarding the Information Sharing Scheme, forum posts, reviews, ratings and feedback (as applicable).
- 3.6 This Site contains some features that may enable you to upload or provide us with User Content. We reserve the right to display, refuse to display, remove and/or amend all or any part of any User Content at our absolute discretion. In respect of any User Content that you upload or provide to us, you:
 - (a) represent and warrant to us that your sharing of that User Content does not infringe any copyright or other legal right of any other person; and
 - (b) except as otherwise agreed in writing signed by us and the user, in respect of User Content, grants to us a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable and transferable license to use, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform and otherwise exploit all or any part of that User Content in any way at our absolute discretion.
- 3.7 Except as otherwise agreed in writing signed by us and the user, if you believe that our Site contains any material that infringes upon any copyright that you hold or control, or that users are directed through a link on this Site to a third party website that you believe is infringing upon any copyright that you hold or control, you may send a notification of such alleged infringement to us in writing. Such notification should identify the works that are allegedly being infringed upon and the allegedly infringing material and give particulars of the alleged infringement. In response to such a notification, we will give a written notice of a claim of copyright infringement to the provider of the allegedly infringing material. If the provider of that material does not respond to us in writing denying the alleged infringement within 21 days after receipt of that notice, we will remove or block the allegedly infringing material as soon as is reasonably practicable. If the provider of that material responds to us in writing denying the alleged infringement, we will, as soon as is reasonably practicable, send a copy of that response to the original notifying party. If the original notifying party does not, within 14 days, file an action seeking a court order against the provider of the allegedly infringing material, we may restore any removed or blocked material at our discretion. If

the original notifying party files such a legal action, we will remove or block the allegedly infringing material pending resolution of that legal action.

4 THIRD PARTIES SUPPLIED CONTENT AND WEBSITES

4.1 This Site:

- (a) allows third parties to provide information made available on this Site to our users about a third party's goods and/or services (whether by the third party uploading such information or by providing us with such information) (**Third Party Information**); and
- (b) provides access to Automaker Platforms and/or other third party websites, by way of a link, framing the third party website, reference to a third party website or otherwise (**Third Party Platform**),

we do not act as agent for any such third parties.

4.2 To the extent permitted by law, we take no responsibility, and assume no liability, for:

- (a) any Third Party Information or information accessed through a Third Party Platform that is, incorrect, inaccurate or incomplete, including in relation to the provision of any information provided by a third party in connection with the Information Sharing Scheme;
- (b) any Third Party Information or information accessed through a Third Party Platform that is, or may reasonably be considered to be, abusive, harassing, harmful, obscene, indecent, inflammatory, violent, profane, racially, ethnically or otherwise objectionable, libellous, defamatory, deceptive, pornographic, sexually explicit, unlawful or plagiarised;
- (c) any Third Party Information or information accessed through a Third Party Platform, including opinions, ideas, suggestions, comments, observations, text, information in connection with the Information Sharing Scheme, photographs, videos, data, music, sounds, chat messages, files, advertisements or any other material, provided by a third party; and/or
- (d) any loss or damage that results from any dealings that you may have with such third parties, Third Party Information or information accessed through a Third Party Platform.

4.3 To the extent permitted by law, we do not make any representations, or provide any warranties, regarding the content or accuracy of Third Party Information or information accessed through a Third Party Website.

4.4 Links or references to Third Party Websites may unintentionally connect with websites containing information that some users may find inappropriate or offensive, or that may be harmful to your computer or pose a security risk for you.

4.5 We do not recommend or endorse any third party goods or services that are listed, advertised or referred to in this Site or the content of any third party websites.

4.6 You acknowledge that we do not:

- (a) check the truth, accuracy or currency of any Third Party Information or Third Party Website; or

- (b) offer advice on the quality or suitability of any information, goods and/or services in any information provided on this Site, including Third Party Information, or information provided on a Third Party Website.

4.7 To the extent permitted by law, you agree that your use of any third party websites is:

- (a) at your own risk; and
- (b) subject to the third party's terms and conditions of use.

5 RESTRICTIONS ON SITE USE

5.1 Your use of this Site is subject to the rules set out in Schedule 1 below and you must not do, participate or otherwise engage in any of the prohibited conduct set out in Schedule 1.

5.2 You must:

- (a) only use the Site for lawful purposes;
- (b) not contravene any laws when using the Site; and
- (c) not infringe another person's rights when using the Site.

5.3 We are not liable or responsible for your unlawful use of the Site, or for your infringement of another person's rights and you agree to provide us with the indemnity set out in clause 5.5 in relation to your unlawful use of the Site or infringement of another person's rights when using the Site.

5.4 Without limiting any other remedies available to us at law or in equity, we reserve the right to, without notice:

- (i) temporarily or indefinitely suspend, or terminate, your access to this Site or any part of this Site, if:
 - (A) you breach any provision of these Terms including the Subscription Terms (if applicable);
 - (B) subject to the Subscription Terms, we are unable to verify or authenticate any information that you provide to us; or
 - (C) we believe that your actions may cause damage and/or legal liability to us, any of our customers or suppliers or any other person; and
- (ii) remove or block access to any information and/or materials (in whole or in part) that we, at our sole and absolute discretion, regard in any way to be objectionable or in violation of any applicable law, any person's intellectual property rights or these Terms.

5.5 You indemnify and hold harmless us and our officers, employees, agents, consultants, licensors, partners and affiliates from and against any losses, liabilities, costs, expenses or damages (including actual, special, indirect and consequential losses or damages of every kind and nature, including all legal fees on a solicitor-client basis), including without limitation from any third party claim, suffered or incurred by any of them due to, arising out of, or in any way related to (directly or indirectly):

- (a) any material or information that you submit, post, transmit or otherwise make available through this Site;
- (b) your use of, or connection to, this Site; or
- (c) your negligence or misconduct, breach of these Terms or violation of any law or the rights of any person.

6 AUSTRALIAN CONSUMER LAW

- 6.1 Any disclaimer of warranties or limitation of liability in clauses 4, 7, 8 or otherwise provided in these Terms, does not apply if it would restrict, modify or exclude your rights in a way that is not permitted under Australian Consumer Law or any other applicable law.

7 DISCLAIMER OF WARRANTIES

- 7.1 To the maximum extent permitted by law, we and our officers, employees, agents, consultants, licensors, partners and affiliates expressly disclaim all excludable conditions, representations and warranties (whether express or implied, statutory or otherwise) in relation to this Site and any goods and services purchased or obtained through this site, including any excludable implied warranty/guarantee of merchantability, fitness for a particular purpose or non-infringement.

8 LIMITATION OF LIABILITY

- 8.1 To the maximum extent permitted by law, we and our officers, employees, agents, consultants, licensors, partners and affiliates make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of this Site or any of its content, and in particular do not represent, warrant or guarantee that:
- (a) the use of this Site will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
 - (b) this Site will meet your requirements or expectations;
 - (c) anything on this Site, or on any third-party website referred or linked to in this Site, is reliable, accurate, complete or up-to-date;
 - (d) the quality of any information or other material on the Site, or purchased or obtained directly or indirectly through this Site will meet any particular requirements or expectations;
 - (e) errors or defects will be corrected; or
 - (f) this Site or the servers that make it available are free of viruses or other harmful components.
- 8.2 To the maximum extent permitted by law, we and our officers, employees, agents, consultants, licensors, partners and affiliates exclude all liability to you or any other person for any loss, cost, expense, claim or damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether it be consequential, indirect, incidental, special, punitive, exemplary or otherwise, including any loss of profits, loss or corruption of data or loss of goodwill) arising directly or indirectly out of, or in connection with, these Terms or the use of this Site, including the goods and/or services, by you or any other person, including, without limiting the foregoing in respect of the quality, suitability, fitness for purpose or nature of any goods and/or services identified on this Site or set out in any information provided on this Site in any form

whatsoever, including Third Party Information or information accessed through a Third Party Website, and third party cyberattacks.

- 8.3 You agree that your use of this Site, including the services, is at your own discretion and risk. To the maximum extent permitted by law, you agree to release us and our officers, employees, agents, consultants, licensors, partners and affiliates from any claim, demand or cause of action that you may have against any of them arising from these Terms or the use of this Site, including the services, by you or any other person. We may plead this release as a bar and complete defence to any claims or proceedings.

9 GENERAL

- 9.1 In these Terms, the following rules of interpretation apply:

- (a) headings are for reference purposes only and in no way define, limit or describe the scope or extent of any provision in these Terms;
- (b) these Terms may not be construed adversely against us solely because we prepared them;
- (c) the singular includes the plural and vice-versa;
- (d) a reference to a "person" includes an individual, a firm, a corporation, a body corporate, a partnership, an unincorporated body, an association, a government body or any other entity;
- (e) a reference to "Site" includes any subdomains, goods and services; and
- (f) the meaning of general words is not limited by specific examples introduced by "including", "for example", "in particular" or similar expressions.

- 9.2 To the maximum extent permitted by law, and without limiting any other provision of these Terms, we exclude liability for any delay in performing any of our obligations under these Terms where such delay is caused by circumstances beyond our reasonable control (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), and we shall be entitled to a reasonable extension of time for the performance of such obligations.

- 9.3 We may provide any notification for the purposes of these Terms by email.

- 9.4 Except as specifically provided in these Terms, each party must bear their own costs associated with these Terms.

- 9.5 You may not assign, transfer or sub-contract any of your rights or obligations under these Terms without our prior written consent.

- 9.6 We may assign, transfer or sub-contract any of our rights or obligations under these Terms at any time without notice to you.

- 9.7 Waiver of any power or right under these Terms must be in writing signed by the party entitled to the benefit of that power or right and is effective only to the extent set out in that written waiver. Any failure by us to act with respect to a breach by you or others does not waive our right to act with respect to that breach or any subsequent or similar breaches.

- 9.8 The provisions of these Terms are severable and, if any provision of these Terms is held to be illegal, invalid or unenforceable under present or future law, such provision may be read down or removed and the remaining provisions shall be enforced.
- 9.9 We reserve the right to amend these Terms and any other policy on this Site at any time in our sole discretion and any such changes will, unless otherwise noted, be effective immediately. Your continued usage of this Site will mean you accept those amendments. We reserve the right, without notice and at our sole discretion, to change, suspend, discontinue or impose limits on any aspect or content of this Site or the services offered through this Site.
- 9.10 You may only vary or amend these Terms by written agreement with us.
- 9.11 These Terms will be governed in all respects by the laws of Victoria. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria and the courts of appeal from them.

SCHEDULE 1 – PROHIBITED CONDUCT

- 9.12 You must not:
- (a) use any device, routine or software that interferes, or attempt to interfere, with the proper working of this Site;
 - (b) engage in any action that requires, or may require, an unreasonable or excessively large load on our infrastructure;
 - (c) use this Site to decipher passwords or security encryption codes, transmit any worms, viruses or Trojan horses, transfer or store illegal, threatening or obscene material or otherwise violate the security of any computer network;
 - (d) use this Site to violate any applicable local, state, national or international law, to engage in any misleading or deceptive online marketing practices or for any fraudulent or malicious purposes;
 - (e) use any spider, robot or search/retrieval application or any screen scraping, data mining or similar data gathering device, process, program or means to access, retrieve or index any portion of this Site;
 - (f) use this Site by any automated means;
 - (g) use this Site to transmit junk mail, spam or chain letters or pyramid schemes or engage in other flooding techniques or mass distribution of unsolicited email;
 - (h) access, retrieve or index any portion of this Site for use in constructing or populating any database that is searchable online or for the purpose of soliciting or sharing reviews;
 - (i) interfere with the display of any advertisements appearing on or in connection with this Site;
 - (j) reverse engineer, decompile, disassemble, adapt, modify, translate, frame or reformat any of the material contained on this Site;
 - (k) reproduce, duplicate, copy or store any of the material appearing on this Site other than for your own personal and non-commercial use;
 - (l) falsely imply that any other website is associated with this Site;

- (m) do anything that leads, or may lead, to a decrease in the value of our intellectual property rights in this Site;
- (n) use or exploit any of the material appearing on this Site for, or in connection with, any business or enterprise (whether for profit or otherwise), including any business or enterprise that is in competition with this Site;
- (o) release to the public any news release, advertising material, promotional material or any other form of publicity or information relating to us without our prior written consent; or
- (p) use this Site to transmit any information or material that is, or may reasonably be considered to be:
 - (i) abusive, threatening, harassing, harmful, obscene, indecent, lewd, inflammatory, violent, vulgar, profane, racially, ethnically or otherwise objectionable or offensive in any way;
 - (ii) libellous, defamatory, pornographic, sexually explicit, unlawful or plagiarised;
 - (iii) infringing upon or violating any copyright, trademark, patent or other intellectual property or proprietary right;
 - (iv) in breach of any duty of confidentiality by which you are bound, whether by way of a fiduciary or contractual relationship;
 - (v) in breach of any person's privacy or publicity rights;
 - (vi) a misrepresentation of facts, including the impersonation of any person or entity or a misrepresentation of an affiliation with any person or entity (including any sponsorship or endorsement);
 - (vii) in violation of any applicable law, statute, ordinance or regulation, or encouraging of others to do so;
 - (viii) containing any political campaigning material, advertisements or solicitations; or
 - (ix) likely to bring us or any of our officers, employees, agents, consultants, licensors, partners and affiliates into disrepute.