



WEBSITE TERMS & CONDITIONS

1. Access to the Website

The internet website with the URL "www.leaseplan.com.au" and associated websites (collectively the "**Website**") is owned and operated by LeasePlan Australia Limited (ABN 57 006 923 011) ("**LeasePlan**"). Your access to the Website and your use, purchase or supply of the products, services, information, text, graphics, materials, software (including third party software), and other content available on the Website ("**Website Material**") is subject to these legally binding terms and conditions ("**Website Terms**").

LeasePlan's Privacy Policy (http://www.leaseplan.com.au/images/File/privacy_policy.PDF) and any other written agreement to which you and LeasePlan, and (if applicable) a third party, are parties ("**Other Agreement**") are read in conjunction with and form part of these Website Terms.

Please read these Website Terms carefully before proceeding any further. The Website is offered to you on the condition that you accept these Website Terms without modification. By accessing the Website you agree to be legally bound by these Website Terms.

2. Variation and amendment

LeasePlan may amend these Website Terms at any time and all amendments will take effect immediately upon the posting of the amended Website Terms on the Website. If you have commenced any transaction prior to a change to these Website Terms, that transaction will be effected in accordance with the Website Terms in place at the time of the acceptance of your offer by LeasePlan. You are responsible for regularly reviewing these Website Terms and your continued use of the Website constitutes your agreement to all such amended Website Terms.

LeasePlan may also modify, suspend, discontinue or vary the Website Material at any time in its absolute discretion.

3. Your use of the Website

You will not violate or attempt to violate the security of the Website. You will not hack into the Website, LeasePlan's computer systems or the computer systems of other users of the Website. Hacking means unauthorised access, malicious damage and/or interference and includes, without limitation, mail bombing, propagating viruses, worms or other types of malicious programs, deliberate attempts to overload a computer system, broadcast attacks or any other method designed to damage or interfere with the operation of a computer system or website.

You are solely responsible for the security of all user names and passwords used by you to access the Website and conduct any transaction available via the Website. LeasePlan will not be responsible for any unauthorised access to the Website or misuse of any user names or passwords. You must notify LeasePlan of any change in user name or password, any suspected or actual unauthorised access to a user name or password and if a person is no longer entitled to use a user name or password.

LeasePlan reserves the right to cancel a user name or password at any time.

4. Website transactions

The products and services on the LeasePlan Website are not available for purchase by persons under the age of 18 years or any other persons who are legally prohibited from entering into binding contracts.

Any order, offer to supply, electronic request, and any other online transaction conducted via the Website is an offer by you to purchase or supply a particular product or service for the price (including delivery and other charges and taxes) specified on the Website or in any Other Agreement at the time you make your offer.

Any offer made by you through the Website is subject to confirmation and acceptance by LeasePlan. LeasePlan's acceptance will either be communicated to you by return email or some other form of written acknowledgement. LeasePlan reserves the right to accept or reject your offer at any time prior to your receipt of LeasePlan's written acceptance. LeasePlan may reject your offer for any reason, including without limitation because of: the unavailability of any product or service; an error in the price or description of any product or service specified on the Website; or any error in your order or supply form.

LeasePlan may act on, process or complete electronic messages transmitted by you through the Website without further consultation with you. If LeasePlan requires you to sign, execute, accept in writing and/or return a document to LeasePlan, that signature, execution, written acceptance and return may be made by an electronic acceptance function available on the Website. If you use this electronic acceptance function, it will have the same effect as if you had physically signed, executed, accepted in writing and returned the document to LeasePlan.

5. Payment

All payments (including any applicable taxes) must be made in full and in readily available funds, on or before the due date as specified on the Website or as specified in any Other Agreement. The terms of any Other Agreement will prevail over this clause.

6. Website availability

From time to time the Website may be unavailable for access or use. LeasePlan will work within reason to limit the amount of time the Website is unavailable. LeasePlan will not be held liable for the consequences of any Website unavailability.

7. Intellectual Property Rights

Unless otherwise noted, the Website and the Website Materials are protected by law because the copyright, trade dress, trademarks and/or other intellectual property rights in the Website and Website Materials are either owned by LeasePlan or third parties that have licensed their material to LeasePlan.

You may view the Website and the Website Material using your web browser and electronically copy and print hard copies of parts of the Website and the Website Material, but solely for your personal, non-commercial use. Unless permitted by law, any Other Agreement, or with the express consent of LeasePlan, any other use, including the reproduction, modification, distribution, transmission, republication, display, storage, adaption, linking to, uploading or performance, of the Website or Website Material is strictly prohibited. Unless otherwise specified, reproduction of part or all of the Website or Website Material is prohibited other than for the sole purpose of your individual use and may not be recopied and shared with a third party. The permission to recopy by an individual does not allow for incorporation of material or any part of it in any work or publication, whether in hard copy, electronic, or any other form.

All rights not expressly granted are reserved.

8. Links to and from third party sites

The Website may contain links to third party sites. LeasePlan is not responsible for the condition or content of those sites as they are not under LeasePlan's control. You access those third party sites and use the site's products and services solely at your own risk. The links are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement by LeasePlan of the third party sites or the products or services provided on the sites.

LeasePlan does not permit any linkages to the Website without prior permission.

9. Third party providers to LeasePlan

Parts of the Website or the Website Materials may be outsourced to third party providers. These Website Terms apply to any outsourced products, services or other materials unless you are notified by LeasePlan of alternate terms of use.

10. Viruses

LeasePlan cannot guarantee that any file or program available for download and/or execution from or via the Website is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used. You assume all risk of use of all programs and files on the Website, and you release LeasePlan entirely of all responsibility for any consequences of its use.

11. Warranty and Disclaimer

You agree that your access to, purchases or supplies under and use of the Website and Website Material is

subject to these Website Terms (which incorporate LeasePlan's Privacy Policy and any Other Agreement) and all applicable laws, and is at your sole risk. The Website and the Website Material are provided to you on an "as is" basis, and may contain errors, faults and inaccuracies and may not be complete and current. All terms implied by law, except those that can not be lawfully excluded, are excluded.

LeasePlan makes no representations or warranties of any kind, express or implied, as to the operation or suitability of the Website or the Website Material, except as otherwise provided under applicable laws.

LeasePlan does not purport to provide any financial, taxation or other professional advice through the Website Materials. You are encouraged to seek independent professional advice prior to making any financial decisions.

12. Limitation of liability

To the fullest extent permitted by law, neither LeasePlan nor its affiliates, subsidiaries, related bodies corporate, directors, officers, employees, agents, contractors, successors or assigns (collectively "**LeasePlan's Related Bodies**") will be liable for any damages, economic loss or other loss whatsoever arising out of, or in any way related to, the use or access of the Website or the Website Material. This limitation applies to direct, indirect, consequential, exemplary, incidental, special, punitive or any other losses or damages that you or others may suffer, as well as damages for loss of profits, goodwill, use, business interruption or the loss of data or information.

To the fullest extent permitted by law, LeasePlan's and LeasePlan's Related Bodies' liability for breach of any implied condition, warranty or undertaking which cannot be excluded is limited, at the option of LeasePlan, to:

(a) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; and

(b) in the case of services, the supplying of the services again or the payment of the cost of having the services supplied again.

The limitation of LeasePlan's liability applies whether the claim is in contract, tort (including without limitation, negligence) or equity and even if LeasePlan has been notified of the possibility of such loss or damage. You agree that LeasePlan's and LeasePlan's Related Bodies' liability, if any, to you at law will be reduced by the extent, if any, to which you contributed to the loss.

13. Indemnity

You indemnify LeasePlan in respect of any liability incurred by LeasePlan for any loss, cost, damage or expense howsoever caused, or suffered by LeasePlan as a result of your breach of these Website Terms.

14. Force Majeure

LeasePlan will not be liable for a failure in the performance of obligations under these Website Terms by reason of strikes, riots, fire, explosions, acts of God, war, governmental action, or any other cause which is beyond LeasePlan's reasonable control.

15. Termination

LeasePlan reserves the right to terminate these Website Terms at any time. LeasePlan shall not be liable to you for any cost, expense, or damages whatsoever for terminating these Website Terms. However, if a product or service has not been delivered to you prior to any termination of these Website Terms by LeasePlan, LeasePlan will refund to you any payment you have made prior to the termination. Upon the termination of these Website Terms taking effect LeasePlan restrict your access to certain parts of the Website.

16. Applicable Law

Your use of the Website is governed by, construed and enforced in accordance with the laws of Victoria, Australia. Disputes arising from your use of the Website are exclusively subject to the jurisdiction of the courts of Victoria, Australia.

17. Overseas Access

The Website may be accessed throughout Australia and overseas. LeasePlan makes no representations that the content of the Website complies with the laws (including intellectual property laws) of any country

outside Australia. If you access the Website from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the site.

18. Privacy

Your privacy and security is very important to LeasePlan. The gradual introduction of data collection technology at LeasePlan is being handled with full and proper respect for the privacy of customers. The data collected is handled sensitively, securely and with proper regard to privacy. The information collected allows LeasePlan to better understand the needs and preferences of customers, which translates into a better, more relevant range of services.

LeasePlan fully supports the 'National Privacy Principles' found in Schedule 3 of the Privacy Act 1988 (Cth). More information on privacy legislation is available from the Federal Privacy Commissioner at www.privacy.gov.au, and you are encouraged to review LeasePlan's Privacy Policy (http://www.leaseplan.com.au/images/File/privacy_policy.PDF) which forms part of these Website Terms.

19. General

The application of the United Nations Convention on Contracts for the International Sale of Goods (known as the Vienna Sales Convention 1980) is excluded from these Website Terms.

These Website Terms are not subject to any terms proposed by you unless those terms are expressly accepted by LeasePlan in writing.

Failure of either party to enforce any rights it has under these Website Terms will not be construed as a waiver of those rights, nor a limitation on the party's ability to subsequently exercise those rights.

These Website Terms are to be read in conjunction with an Other Agreement and any transaction contemplated under the Other Agreement which may be conducted via the Website will be governed by the terms of these Website Terms and the applicable Other Agreement. However, except to the extent required to give effect to this clause, the terms of an Other Agreement will prevail to the extent of any inconsistency between these Website Terms and the terms of the Other Agreement.

If any provision of these Website Terms is held to be void, invalid or unenforceable, then that provision is severed to the minimum extent required, and the remaining provisions will remain in full force and effect.