

1link Supplier Terms and Conditions

1 September 2010

These terms and conditions apply to all services on the **1link Service Network** site found at 1link.com.au

1. Interpretation

In this contract unless the context otherwise requires:

“Contract” means the agreement between The Company and The Customer incorporating these conditions, the registration form displayed and completed online or offline and the fees charged;

“Commencement Date” means the day on which The Customer receives login details to use the Service;

“Data” means passenger car and light commercial vehicle information which is developed or assembled by Innovation Group (Motorconsult) Pty Ltd. and to which access is made available;

“Fees” means the Annual Registration fee and the Transaction fees;

“Information” means the visual, textual or other information published or otherwise made available (directly or indirectly) on the Internet using the Service;

“Intellectual Property Rights” means all the interests and rights of any nature whatsoever to and in any intellectual property, whether such rights and interests exist at the time of this Contract or come into existence afterwards, including without limitation: copyright (including copyright in software) database rights, designs, inventions, know-how, confidential information and any application for and registrations of them and the right to apply for any form of protection for any of these things and rights in every part of the world;

“The Internet” means the global data network comprising interconnected networks using TCP/IP (Transmission Control Protocol/Internet Protocol);

“Invoice Record” means repair and authorisation details created relating to a particular Transaction or Transactions and allowing a Subscriber to record an invoice;

“Annual Registration Fee” means the annual fee relating to the Service;

“the Service” means the electronic trading platform on website 1link.com.au relating to the automated vehicle service maintenance and repair (Service Network) solution;

“Service Documentation” means all documentation supplied (or to be supplied) to or by The Company in connection with the provision of the Service either in electronic or written form;

“Site” means the 1link Service Network Site at 1link.com.au;

“the Software” means the program(s) which will be made available by The Company to The Customer for use by The Customer to gain access to the Service;

“Subscriber” means a person or organisation licensed by The Company to use the Service under a Contract;

“Transaction” means any acceptance by The Customer of an order from another Subscriber for the provision of the Service deriving from the exchange of Information on the Site whether received online or offline;

“Transaction fee” means the fees payable in respect of each Transaction;

“The Company” means Innovation Group (Motorconsult) Pty Ltd (ACN 099 893 320);

“The Customer” means the dealer, supplier organisation, repairer, manufacturer, importer, dealer group or central supplier organisation acting on behalf of such dealers and repairers the Company make this Contract with. It includes a person who the Company reasonably believes is acting with The Customer's authority or knowledge;

“The Customer Information” means any data which The Customer inputs into the Software or transmits through the Site;

1.1 These conditions, and the registration form displayed and completed online or offline, together with the charges, set out the entire agreement between The Customer and The Company for the provision of the Service;

1.2 Any gender includes all genders and references to the singular shall include reference to the plural and vice versa;

1.3 Reference to either party shall include a reference to that party's employees, agents and sub-contractors.

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2 Provision of the Service

- 2.1 The Company reserves the right to refuse The Customer provision of the Service;
- 2.2 Subject to 2.1 the Company agrees to provide The Customer with the Service on the terms and conditions of this Contract;
- 2.3 This Contract does not include the provision of telecommunication services necessary for connection to the Service. The Customer is responsible for arranging the appropriate telecommunications service;
- 2.4 The Customer is responsible for providing suitable hardware or communications equipment necessary to enable access to the Service;
- 2.5 Innovation Group (Motorconsult) Pty Ltd. gives no warranty regarding the accuracy of the Data, its completeness, currency or suitability for any purpose.

3 Licence

- 3.1 Subject to the terms of this Contract, The Customer may use the Software and Service Documentation on a non-exclusive basis, but only to the extent necessary for The Customer to access the Service and only in Australia;
- 3.2 The Customer must not transfer, assign or sub-licence the right to use the Software or Service or attempt to do so;
- 3.3 The Licence may not be transferred or assigned without prior written agreement from The Company;
- 3.4 The Service must not be used;
 - 3.4.1 fraudulently or in connection with a criminal offence;
 - 3.4.2 to send, receive, upload, download, use or re-use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
 - 3.4.3 to cause annoyance, inconvenience or needless anxiety whether to The Company, any other Subscriber or any other person by any means including using the Site for persistently sending requests for information without a corresponding level of transaction or failing to monitor and respond to communications; or
 - 3.4.4 to send unsolicited advertising or promotional material; or
 - 3.4.5 other than in accordance with the acceptable use policies of any connected networks; or
 - 3.4.6 in a way, whether knowingly or otherwise, which would impair the operation of the Site or Service or put it in jeopardy;
- 3.5 All Intellectual Property Rights in the Software and Service Documentation supplied by The Company for use in connection with provision of the Service remains the property of The Company or licensors;
- 3.6 Without written consent The Customer must not and must not permit any other person to;
 - 3.6.1 disassemble, reverse engineer, decompile or in any other way interfere with the Software;
 - 3.6.2 modify the Software;
 - 3.6.3 copy, reproduce, download or make the Software available online; or
 - 3.6.4 create any new software partly or wholly based on the Software or otherwise commercially exploit the Software for any purpose;
- 3.7 The Customer must tell The Company immediately if any third party makes or threatens to make any claim or issue legal proceedings against them relating to use of the Service and The Customer will, upon request, immediately stop the act or acts complained of. If The Company asks The Customer to, details of the claim(s) must be made in writing;
- 3.8 The Customer's use of the Site to respond to other Subscribers is solely at The Customer's risk. If The Customer uses the Site any order made with another Subscriber deriving from Information obtained on the Site will amount to a binding contract with the appropriate Subscriber and not with The Company. It will be subject to such conditions as The Customer and that Subscriber agree. The Company does not monitor the content of Subscribers terms and conditions or their websites and any links are provided for convenience only;

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3.9 Where an Annual Registration Fee is paid by a manufacturer, importer, dealer group, central office or other centralised management function, The Customer acknowledges that such central organisation acts as agent of the Customer and the Customer acknowledges that the relevant central organisation will be entitled to receive or access Information or data in respect of Transactions conducted through the Service by the Customer and other relevant Subscribers.

4 The Company Obligations

4.1 The Company warrants that use of the Software and Services will not infringe any third party rights;

4.2 The Company will take reasonable steps to ensure that the Software is free of any viruses, but The Company recommends that The Customer uses their own virus protection software;

4.3 The Company will take reasonable steps to ensure that the Service is continuous and that no interruptions in the access to the Site or the Service relating to an event within the control of The Company are longer than 90 minutes;

4.4 The Company gives no guarantee that the Software and/or the Service will never be faulty but The Company agrees to use all reasonable endeavours to correct reported faults as soon as The Company reasonably can. Faults should be reported by telephone, electronic mail or in writing to the Customer Service Helpdesk details of which can be found at the Help section;

4.5 The Customer acknowledges that The Company may vary the technical specification from time to time and offer updates or modifications to the Software;

5 Suspension

5.1 The Customer acknowledges that The Company may temporarily suspend the Service;

5.1.1 for contravention by The Customer of paragraphs 3, 6, 7, 8 and 10 and in such instance The Company will not restore the Service until The Company receive an adequate assurance from The Customer that there will be no further contravention;

5.1.2 for operational reasons, in which instance The Company will give The Customer as much notice as is reasonably practicable and shall use reasonable endeavours to restore the Service as soon as reasonably practicable.

6 The Customer Obligations

6.1 The Customer warrants that:

6.1.1 Information (whether stored on or sent over the Site) will not contain any material which is (or the accessing of which) would be obscene, offensive, defamatory or a criminal offence or otherwise unlawful;

6.1.2 all necessary licences and consents (including those from any third party licensors) have been obtained and that The Customer will comply with all legislation, instructions or guidelines issued by regulatory authorities, relevant licensors and any other codes of practice which relate to Information or are applicable or relevant to The Customer's business;

6.2 The Customer is expressly responsible for the creation, maintenance, design and configuration of all Information or other data that is transmitted through the Site and The Customer must ensure that contact details are included in a clear and legible form sufficient for receipt of any enquiries or complaints regarding Information and any other material which The Customer transmits through the Site. The Customer expressly acknowledges that The Company have the right to disclose such contact details to any person with an enquiry or complaint if they are unable to locate those details;

6.3 The Customer agrees to indemnify The Company and keep The Company indemnified fully and effectively against all actions, proceedings, claims, demand, damages and costs (including legal costs on a full indemnity basis) incurred as a result of any breach of the warranties set out in this paragraph 6;

6.4 The Customer agrees to notify The Company immediately of any changes to the information that is provided when registering for the Service and The Customer warrants that all information supplied at the time of registration of the Service and any changes notified to those details will be true, complete and accurate in all respects;

6.5 The Customer ensures to use best endeavours to respond to all booking requests, authorisation requests or requests for information from other Subscribers within the agreed service level standard times described for the Service;

6.6 The Customer expressly agrees that access to Subscriber data is provided for the sole provision of effecting Transactions through the Service and cannot be used for any other purposes;

6.7 The Invoice Record processed through the Site is representative of the Customer's tax invoice for the respective repair transaction;

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7 Fees

7.1 Unless otherwise specified;

7.1.1 the Annual Registration Fee is payable annually in advance, the first payment being due prior to the Commencement Date and thereafter on each twelve month anniversary of the Commencement Date during the continuance of the Service. The Customer authorises The Company to charge the annual Licence Fee to their defined account unless The Company has agreed to charge the Licence Fee to a central source;

7.1.2 Transaction Fees are payable in advance with the creation of a pre-paid account of fees. On completion of each relevant Transaction The Customer authorises The Company to deduct the appropriate Transaction fee from the pre-payment account;

7.1.3 No Fees are refundable except where The Company terminates the Contract under clause 11.3;

7.2 All Fees are exclusive of GST which The Customer must also pay;

7.3 The Company reserve the right to give The Customer 7 days notice to vary any of the Fees for the Service at any time such variations to take effect on the expiry of the said 7 day notice period;

7.4 The Customer acknowledges that The Company has the right to instigate normal credit checks if The Company, in their sole discretion, deems this to be appropriate and to disclose details and this Contact to a credit reference agency for the purpose of assisting with credit decisions and fraud prevention. The Company reserves the right to refuse any payment method tendered without reason;

7.5 If the payee account holder refuses to make a payment, The Company may charge The Customer for the bank charges and extra administration costs The Company may incur.

8 Invoicing and Payment

8.1 The Customer expressly confirms that they are registered for GST in Australia and that the Australian Business Number (ABN) completed on-line or off-line on the registration form is correct. The Customer will notify The Company immediately if the ABN is cancelled or a new Australian Business Number is issued;

8.2 The Customer acknowledges that the Software shall automatically raise an Invoice Record , in respect of all completed Transactions, giving details of the appropriate Transaction to which it relates, the name of the relevant Subscriber and the work authorisation, in order for an online tax invoice to be created from which payment will be effected;

8.3 The Software entitles The Customer at any time to access and download copies of all details concerning current and recently completed Transactions transmitted through the Site (together with copies of all relevant Invoice Records);

8.4 It is the responsibility of the Customer to maintain a full and accurate account of all transactions transmitted through the Site together with detailed accounting records including all supporting Invoices;

8.5 In providing an obligation under this Condition 8. The Company has a duty to The Customer to exercise reasonable skill and care but The Company shall not be liable in contract, tort or otherwise for any loss or damage in so far as the loss or damage occurs or is caused by;

8.5.1 any incorrect use by The Customer or their employees, contractors or agents of the Service or Software or operator error;

8.5.2 any act, omission, default or error by The Customer or their payee account holder, or on their behalf or their payee's account holder's behalf or by a third party; or

8.5.3 any faults or defects in or acts or omissions of any provider of the internet or national or other telecommunication systems;

8.6 It is the responsibility of The Customer to resolve any disputes in respect to Transactions with the relevant Subscriber although The Company shall, on request, and at The Customer's cost, provide such information from the Site as may be relevant in attempting to settle any dispute.

9 Security

9.1 In order to access the Service The Customer will be issued with a set of unique passwords. The Customer is responsible for the security and proper use of all passwords relating to the Service and must take all necessary steps to ensure that all passwords are kept confidential, secure, used properly and not disclosed to other people and The Company may periodically require The Customer to change the passwords and shall notify The Customer accordingly;

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9.2 If The Customer forgets any password, The Customer must contact the Customer Support Centre by telephoning the Help Desk and upon satisfaction of such security checks as The Company may determine, The Customer will be given a new password to enable use of the Service;

9.3 The Customer must inform The Company immediately if there is any reason to believe that any password has become known to someone not authorised to use it or if any password is being or is likely to be used in an unauthorised way;

9.4 The issue and control of user logins and passwords relating to use of the Service by employees or agents of The Customer for the processing of Transactions is solely the responsibility of the Customer.

10 Privacy Act Consent

The parties each agree to comply with their respective obligations under the Privacy Act 1988 (Cth) and, in particular, with the National Privacy Principles (as defined by that Act) in connection with any Personal Information. When reasonably required by The Company, The Customer shall obtain the consent of The Customer's employees or contractors to the use, collection and disclosure by The Company of Personal Information relevant to the performance of this Agreement;

10.1 The Customer agrees to indemnify and keep The Company indemnified fully and effectively against all actions, proceedings, claims, demands, damages and costs (including legal costs on a fully indemnity basis) which the Company may sustain or incur as a result of any breach of the provisions of this clause 10.

11 Termination and Suspension

11.1 This Contract and the provision of the Service may be terminated at any time by:

11.1.1 1 months notice from The Company to The Customer;

11.2 The Company can suspend the provision of the Service to The Customer or end this Contract (or both) with immediate effect on giving notice if;

11.2.1 The Customer commits any breach of any provision of these Conditions;

11.2.2 The Company believe the Service is being used in a manner prohibited under Conditions 3 or 6;

11.2.3 The Customer fails to pay any sum due under these Conditions or any payment method tendered is rejected;

11.2.4 bankruptcy or insolvency proceedings are brought against The Customer or if The Customer does not make any payment under a judgement of a Court on time, or The Customer makes an arrangement with creditors, or a receiver or administrator is appointed over, any of the assets or The Customer goes into liquidation;

11.3 If The Company gives notice to The Customer pursuant to paragraph 11.1.1 The Company will repay or credit the appropriate proportion of any Fees for the Service which has been paid in advance for the period ending after the notice expires;

11.4 If The Company give notice to The Customer pursuant to paragraph 11.2 The Customer shall pay all Fees which are due for the Service under these Conditions, including any unpaid fees for the remainder of the Service and Fees paid in advance shall not be refundable;

11.5 For the avoidance of doubt The Customer will continue to be liable to pay all Fees due for the Service during any period in which The Customer fails to comply with these Conditions including for any period when the Service is suspended;

11.6 No delay, forbearance or indulgence in acting upon a breach of these Conditions by The Customer, will be regarded as a waiver of our rights in respect of that or any subsequent breach;

12 Assignment

12.1 The Customer shall not be entitled to assign, novate, sub-license or otherwise dispose of the whole or any part of this Agreement or its rights hereunder without the prior written consent of The Company, such consent not to be unreasonably withheld. For the avoidance of doubt, The Company shall be entitled, without limitation to the foregoing, to assign, novate or otherwise dispose of the whole or any part of this Agreement or its rights hereunder.

13. Governing Law

This Agreement is governed by and will be construed in accordance with the laws of Victoria. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria (including any Federal Court in Australia) and any courts that have jurisdiction to hear appeals from any of those courts.

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14 Liability

14.1 Except as expressly provided in these terms and conditions, all warranties, statements, terms and conditions or undertakings which may be implied by statute, common law, custom or trade or otherwise are hereby excluded and this Condition 14 specifies the entire liability of The Company including liability for negligence;

14.2 If The Company fails to comply with any term of this Agreement, or is negligent, The Customer may be entitled to recover compensation for any costs suffered. However, whilst The Customer acknowledges that The Company accepts liability for death and personal injury, or fraudulent misrepresentation The Company shall not be required to compensate The Customer for loss caused by anything beyond our reasonable control and therefore;

14.2.1 as The Company has no control over the information which can be transmitted by Subscribers using the Service and does not examine the use to which The Customer or other Subscribers put the Service or the nature of the Information The Customer is sending or uploading, The Company excludes all liability of any kind for;

- a. the transmission or reception of any Information through the Site or accuracy or quality of any such Information;
- b. any Information or any other material published or otherwise made available by The Customer or any other person on the web site;
- c. the terms of any contract or other agreement concluded between The Customer and any other Subscriber;

14.2.2 The Company shall not be liable whether in contract, tort or otherwise for the acts or omissions of other providers of telecommunications services or for faults in or failures of their or The Customer's apparatus;

14.3 The Company shall not be liable in contract, tort or otherwise for special, indirect or consequential loss (including loss of profit) or loss of data, costs or other expenses whatsoever even if such loss was reasonably foreseeable or The Company had been advised of the possibility of The Customer incurring the same;

14.4 Subject to Conditions 14.2 and 14.3 our liability in contract, tort or otherwise (including liability for negligence) under or in connection with this Contract shall not exceed in aggregate the total sums payable by The Customer to The Company pursuant to this Contract;

14.5 Subject to Conditions 14.3 and 14.4 The Company shall indemnify The Customer against any damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the normal operation, possession or use of the Service (excluding any Third Party Software) by The Customer during the currency of this Contract infringes the Intellectual Property Rights of the said third party (Intellectual Property Infringement) provided that;

14.5.1 The Customer gives notice to The Company of any Intellectual Property Infringement forthwith of becoming aware of the same;

14.5.2 The Customer gives The Company the sole conduct of the defence, claim or action in respect of any Intellectual Property Infringement and not at any time admit liability or otherwise attempt to settle or compromise the said claim or action except upon Our express instructions; and

14.5.3 The Customer acts in accordance with our reasonable instructions and give The Company such assistance that The Company shall reasonably require in respect of conduct of the said defence;

14.6 The Company shall have no liability to The Customer in respect of any Intellectual Property Infringement to the extent the same is due to any unauthorised alterations, modification or adjustment to the Software without our consent;

14.7 Each provision of this Condition 14 operates separately in itself and survives independently of the others.

15 Variation

15.1 The Company may change the terms and conditions of this Contract at any time upon giving The Customer 14 days notice of such changes before they take effect or immediately if required to do so by law.

16 Force Majeure

16.1 The Company shall not be liable for any delay or failure to perform our obligations if such delay and failure is due to something beyond our reasonable control.

17 Notice

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17.1 Notices given under this Contract must be in writing (which includes facsimile but not electronic mail) and delivered to the addressee at the following address;

17.1.1 To The Company Address: Suite 16, 33 Waterloo Rd, North Ryde, NSW 2113 or any alternative address or facsimile number which The Company notifies to The Customer at any time;

17.1.2 To The Customer: the address and facsimile number specified when registering for the Service or any alternative address or facsimile number which The Customer notifies to The Company at any time or, if The Customer is a limited company, the registered office;

17.2 When served, a notice will be treated as served if served by facsimile on completion of its successful transmission, if served by hand when left at the proper address for service and if served by pre-paid registered post within 48 hours of posting.

18 Confidentiality

18.1 All information supplied to The Company in connection with this Contract shall be kept in strictest confidence and shall not be disclosed to any third party unless required by the laws of any competent jurisdiction or by any national or international regulatory authority or is necessary for the proper performance of our respective obligations under this Contract. This obligation of confidentiality will not apply to any information which is in the public domain or was known by the recipient prior to disclosure pursuant to this Contract;

18.2 The Customer may not undertake any marketing or public relations activity in connection with the subscription of the Service without The Company's prior approval;

18.3 During subscription of the Service and for 5 years following termination of subscription, The Customer agrees not to develop a competing product.

19 Goods and Services Tax

19.1 If a party is required under this Agreement to reimburse or pay to another party an amount calculated by reference to a cost, expense, or an amount paid or incurred by that party, then for the purpose of calculating the amount of the reimbursement or payment, the cost, expense or other amount paid or incurred will be reduced by the amount of any input tax credits to which the recipient of the payment is entitled in respect of that cost, expense or other amount;

19.2 If GST becomes payable by a party ("Supplier") in relation to any supply that it makes under, in connection with or resulting from this Agreement to the other party ("Recipient"), the parties agree that;

19.2.1 (GST exclusive) any consideration provided for that supply under this Agreement other than under this clause 19.2 (as reduced in accordance with clause 19.1 if applicable) or any value deemed for GST purposes in relation to that supply (the Agreed Amount) is exclusive of GST;

19.2.2 (additional amount payable) an additional amount will be payable by the Recipient to the Supplier equal to the Agreed Amount for that supply multiplied by the applicable rate of GST; and

19.2.3 (time for payment and tax invoices) the additional amount is payable at the same time and in the same manner as the Agreed Amount is to be provided for that supply. However, the additional amount is not payable by the Recipient unless and until the Supplier provides a valid tax invoice to the Recipient for that supply. All invoices issued under this Agreement which include an additional amount payable under clause 19.2.2 above must qualify as tax invoices. To the extent that any consideration for a supply is specified in this Agreement to be inclusive of GST, that consideration shall be excluded from the Agreed Amount for the purposes of this clause 19.2;

19.3 If, following the payment of an additional amount pursuant to clause 19.2 in relation to a supply made by the Supplier, the GST payable by the Supplier to the Australian Taxation Office in respect of that supply varies from that additional amount such that;

19.3.1 the Supplier is required to pay a further amount of GST in respect of that supply; or

19.3.2 the Supplier is entitled to a refund or credit of the whole or any part of the GST paid by the Supplier in relation to that supply, then the Supplier will provide a corresponding refund or credit to or will be entitled to receive the amount of that variation from the Recipient (as appropriate). For the purposes of calculating variations under this clause 19.3 any additional amount referred to in clause 19.2 is taken to be amended by the amount of any earlier variation made under this clause 19.3;

19.4 Unless clearly indicated to the contrary, the terms and other terms used in this clause 19 (and in other provisions of this Agreement where the GST meanings are expressly intended) have the meanings given to those terms by the A New Tax System (Goods and Services Tax) Act 1999 or any replacement or other relevant legislation and regulations. Any reference to GST payable by the Supplier includes any GST payable by the representative member of any GST group of which the Supplier is a member.

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20 Third Party Rights

20.1 No term of this Contract is intended to confer a benefit on or be enforceable by, any person other than The Customer and The Company.

21 Severable Conduct

21.1 In the event of any of the provisions set out in these terms and conditions being unenforceable or void for any reason, each term and condition shall be deemed to be severable from the remaining terms and conditions and such remaining terms and conditions shall remain in full force and effect.

22 Law/Jurisdiction

22.1 The Site is targeted at Australian residents only. If The Customer is not a resident of Australia, they may not use the Site. In listing the place of residence on the registration form, The Customer is representing to The Company that they are a resident of Australia. This Contract is exclusively governed by Australian Law and any bilateral or multilateral agreements, e.g. the United Nations Convention on Contracts for the International Sale of Goods ("CISG"), shall not apply.

23 Privacy Policy

23.1 Privacy when visiting the Site is important. The Company will collect specific data about The Customer when they register for the Service and when The Customer uses the Software and transmits Information through the Site. The Customer expressly acknowledges that the Company and any member of the group of companies of which The Company is a member may use such Information for publicity purposes or for the purposes of encouraging other Subscribers;

23.2 The Company warrants that it will not use or divulge to any third party any specific Customer Information other than for the purposes of providing the Service. The Customer agrees that the Company may collate generic data in order to provide analysis and reports for the benefit of Customers, other Subscribers and third parties;

23.3 The Company and other Subscribers may use cookies to collect information. A cookie is a small data file that is written into a visitor's hard drive for the purposes of record keeping and to make improvements;

23.4 This privacy policy only extends to the Site and not any Subscribers or third party sites. The Company is not responsible for the privacy policy of Subscribers or other third parties or how they treat information about their users. The Company recommends that The Customer checks with those organisations to determine their privacy policies.

24 Support

Helpline Support Services operate Monday to Friday between 8:00am AEST and 5:30pm AEST:

Call 1300 132 655

25 Repair Outlet Standard Fees

GST Exclusive

Item	Standard Fee in \$
Transaction Charge non Reynolds & Reynolds Integrated User	2.50
Transaction Charge Reynolds & Reynolds Integrated User	3.50
Service Booking Charge	1.00
Franchise Annual Registration Fee	750.00
Non-franchise Annual Registration Fee	750.00