Terms and Conditions of Use – Australia and New Zealand

1. Acceptance of terms and conditions

1.1 These Terms and Conditions constitute a legally binding contract between the user ("you" and "your") and Bapcor Ltd (ACN 153 199 912) and its related companies in Australia and New Zealand, including Burson Automotive Pty Ltd (ACN 006 613 378) trading as "Burson Auto Parts" ("Bapcor", "we", "us", "our") and apply to your use of the Burson Electronic Parts Catalogue and Product Ordering Systems. "You" and "your" means the user and/or the Additional User, as the context requires.

1.2 The Burson Electronic Parts Catalogue and Product Ordering Systems, which may include but are not limited to the "EzyParts" and "EzyFind" branded systems (collectively, "the Systems"), are designed to provide you with an online automotive parts replacement catalogue and product ordering system, which may include but are not limited to product information, pricing and availability, enabling ordering any time of the day.

1.3 You will be deemed to have accepted these terms and conditions upon your use of the Systems. If you do not agree with these terms and conditions you must not use, copy or install any of the Systems, and must immediately delete any copies of the Systems and return any associated documents to us.

1.4 We do not guarantee that the Systems, or any content on the Systems, will always be available or be uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of the Systems for business, operational, security or compliance reasons. We will make all reasonable efforts to give you notice of any suspension, withdrawal or restriction.

1.5 Collection of any information you provide us via use of the Systems will be held by us in accordance with our Privacy Policy.

2. Your account

2.1 Access to the Systems is subject to your satisfaction of certain qualifying criteria, as may be detailed to you from time to time.

2.2 The Systems may include functionality that is "pay for use" ("Paid Service"). If you use a Paid Service, you must pay to us the subscription fee. Use of the Paid Services is governed by any terms and conditions accepted in connection with such Paid Service, and otherwise by these terms and conditions.

2.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

2.4 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.

2.5 You are responsible for:

(a) supervising and controlling access and use of the Systems by any person you authorise to use your account, including your employees, agents, subcontractors (**Additional Users**); and

(b) ensuring that all persons who access the Systems through your internet connection are aware of these terms and conditions, and that they comply with them.

2.6 You are responsible for the acts or omissions of your Additional Users in relation to the use

of the Systems.

2.7 You may use the Systems solely for accessing and managing parts interpretation and ordering decisions concerning your business and to facilitate the preparation of quotations and ordering of automotive parts for your customers or as otherwise contemplated by these terms and conditions through the platform and for no other purpose (**Permitted Purpose**). Any use of the Systems outside the Permitted Purpose is unauthorised use (**Unauthorised Use**). Unauthorised Use includes, without limitation:

(a) harvesting, copying, scraping or exporting catalogue information, except as necessary for the Permitted Purpose; and

(b) using catalogue information to benchmark or compare prices against any other prices or to update your own or another person's catalogue.

2.8 In your use of the Systems, you must not:

(a) act in any manner that could disable, overburden, damage, or impair the Systems or interfere with any other party's use of the Systems, including their ability to engage in real time activities;

(b) introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;

(c) attempt to gain unauthorised access to, interfere with, damage or disrupt any part(s) of the Systems, the server on which the Systems are stored, or any server, computer or database connected to the Systems;

(d) attack the Systems via a denial-of-service attack or a distributed denial-of-service attack; or

(e) otherwise attempt to interfere with the proper working of the Systems.

2.9 We may report any of the activities as detailed in clause 2.7 to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Systems will cease immediately.

3. Paid Service Subscriptions

We offer monthly, six-month and annual subscription plans for Paid Services (each a **Subscription Plan**).

3.1 Monthly subscription

(a) A monthly Subscription Plan entitles you to access the Paid Service you subscribed to for one month following the date and time your monthly subscription commences.

(b) A monthly Subscription Plan automatically renews for successive one-month periods unless you cancel before your renewal date. The Subscription Plan renewal date for a monthly Subscription Plan is exactly one calendar month from the time and date of your initial purchase or your previous renewal date. We will contact you before your Subscription Plan renews to remind you of your upcoming renewal and how to cancel your Subscription Plan prior.

3.2 Six-month Subscription

(a) A six-month Subscription Plan entitles you to access the Paid Service you subscribed to for six months following the date and time your six-month subscription commences.

(b) A six-month Subscription Plan automatically renews for successive six-month

periods at the applicable price for that Subscription Plan, unless you cancel before your next renewal date. The Subscription Plan renewal date for six-month Subscription Plan is exactly six calendar months from the time and date of your initial purchase or your previous renewal date. We will contact you before your Subscription Plan renews to remind you of your upcoming renewal and how to cancel your Subscription Plan.

3.3 Annual Subscription

(a) An annual Subscription Plan entitles you to access the Paid Service you subscribed to for 12 months following the date and time your annual subscription commences.

(b) An annual Subscription Plan automatically renews for successive 12-month periods at the applicable price for that Subscription Plan, unless you cancel before your next renewal date. The Subscription Plan renewal date for annual subscription is exactly 12 months from the time and date of your initial purchase or your previous renewal date. We will contact you before your Subscription Plan renews to remind you of your upcoming renewal and how to cancel your Subscription Plan.

4. Free Trial

4.1 We may make Paid Services available to new subscribers for a free period (**Trial**).

4.2 To be eligible for a Trial, you must be the admin of your EzyParts account and have not previously had an EzyParts account.

4.3 You may access a Trial for each module one time only.

4.4 At the end of the Trial, access to the relevant Paid Service will end. You will not be charged or automatically enrolled onto any Subscription Plans. To continue using the Paid Service, you must actively select and purchase a Subscription Plan.

4.5 You may stop using the Trial at any time. You do not need to contact us to cancel a Trial because it ends automatically and does not convert to a paid Subscription Plan.

4.6 Nothing in these terms and conditions obliges us to offer a Trial to you, even if you meet the eligibility criteria.

5. Fees and Payment

5.1 We charge in Australian dollars, and you agree to pay us the subscription fees for the Paid Service Subscription Plan, monthly.

5.2 Charges for any subscription fees are exclusive of GST (unless otherwise stated).

5.3 We may change the subscription fees charged by us by giving you prior written notice. A fee increase will not apply during a prepaid Subscription Plan period, and you may cancel before the increase takes effect.

5.4 You are responsible for keeping your payment details up to date. You can update your details by emailing ezyparts@burson.com.au or calling 1800 343 197.

5.5 If any payment of the subscription fee is not successfully authorised due to expiration, insufficient funds or any other reason, we may retry the payment and notify you. If payment remains outstanding, we may suspend the affected Paid Service after giving you notice. We may terminate the affected Subscription Plan if the failure is not remedied, effective from the end of the next billing month.

5.6 All subscription fees are non-refundable, except to the extent expressly set out in these

terms and conditions or where you have a right to a refund or other remedy under applicable law.

5.7 Your subscription is not transferable for any reason. You must not rent, lease, assign, transfer, loan or otherwise distribute your subscription.

6. Intellectual Property

6.1 We are the owner or the licensee of all intellectual property rights in the Systems, and of the material published on it including any associated documentation or material ("Associated Documents"), and we (or the intellectual property rights owner from whom we licence intellectual property) retain all rights in relation to the Systems and Associated Documents.

6.2 You and your Additional Users are granted a non-exclusive, non-transferrable licence to use the Systems and Associated Documents solely for the purposes of parts interpretation and ordering decisions concerning your business, and facilitate the preparation of quotations and ordering of automotive parts for your customers or as otherwise contemplated by these terms and conditions.

6.3 The licence granted to you and your Additional Users under clause 6.2 may not be assigned, transferred, sub-licenced or dealt with any in way without our prior written consent, which may be withheld at our discretion.

6.4 You must not:

(a) copy, distribute, reproduce, modify, translate, adapt, vary, reverse engineer, de-compile or disassemble any of Systems and Associated Documents or create derivative works based on the Systems and Associated Documents;

(b) use any spider, scraper, robot or other automated means to access the Systems and Associated Documents for any purpose whatsoever;

(c) attempt to interfere with the proper working of the Systems; or

(d) use the Systems in any way contrary to reasonable directions that we provide from time to time.

6.5 For the avoidance of doubt, any feedback or suggestions you or your Additional Users provide to us in relation to the Systems or Associated Documents may be freely used by us for any purpose, and you waive any claim to compensation or ownership in respect of such feedback or suggestions.

7. No Guarantee

7.1 Although we make reasonable efforts to maintain accurate information on the Systems, we make no guarantees, representations or warranties, whether express or implied, that the content included in the Systems is accurate, complete or up-to-date.

7.2 You acknowledge that any information in the Systems (including, but not limited to product pricing and availability) is indicative only. You can contact us to obtain current prices and availability prior to placing any order. The product prices charged by us for products you order will be those applicable at the time we accept the order, and will be subject to availability.

7.3 Where the Systems allow you to submit an order to us, your submission and our receipt of an order through the Systems does not constitute acceptance of the order. All orders placed through the Systems (including all details and prices of goods and services), must be confirmed by us to you before an order is considered to be accepted.

7.4 All content included in the Systems, including without limitation parts recommendations, diagnostic and/or installation advice, is provided for general information only and it is not intended to amount to advice on which you should rely.

7.5 We do not guarantee that the Systems will be secure or free from bugs or viruses, and you are responsible for configuring your technology to access the Systems.

7.6 For the avoidance of doubt, the Systems will be provided "as is" and we do not make any express warranties in relation to the Systems, including that the Systems are error-free or that its use will be uninterrupted, or that it will be fit for any particular purpose.

8. Warranties and Liability

8.1 Subject to clause 8.2, we, our affiliates or their licensors, service providers, employees, agents, officers or directors:

(a) exclude all representations, warranties, terms and conditions, whether express or implied, except as expressly set out in these terms and conditions; and

(b) will not be liable to you for damages of any kind, arising out of or in connection with your use, or inability to use, the Systems, any services linked to it (including without limitation parts recommendations, diagnostic and/or installation and/or repair related information), or any content on the Systems, including any indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise.

8.2 Nothing in the preceding clause affects any liability which cannot be excluded or limited under applicable law. Where our liability cannot be excluded, we limit our liability to the fullest extent permitted by law.

8.3 You agree to defend, indemnify and hold us, our affiliates, licensors and service providers, harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable legal fees) (collectively, “Losses”) that we suffer or incur arising out of or relating directly to your (and your Additional Users’) breach of these terms and conditions or your use of the Systems, including but not limited to your use of any information obtained from the Systems and any use of the Systems’ content, other than as expressly authorised in these terms and conditions. The indemnity in this clause applies to the extent the Losses were not caused by a breach of these terms and conditions by us or our contractors.

9. Suspension and Termination

9.1 We have the right to suspend or terminate your access to the Systems, including by way of disabling any user identification code or password, at any time, if in our reasonable opinion:

(a) you have failed to comply with any of these terms and conditions;

(b) we have a right to terminate any other agreement with you;

(c) any amount you owe to us under any other agreement is not paid by its due date;

(d) you become insolvent or subject to any form of administration or otherwise threaten to become insolvent, you cease to conduct business or your ultimate parent entity changes;

or

(e) anything happens which might lead to unauthorised disclosure of our Confidential Information (as defined in clause 11).

9.2 We may suspend or terminate your access to the Systems if we reasonably believe that you have engaged in any Unauthorised Use.

9.3 We also reserve the right to terminate your Subscription Plan at any time, if we choose to stop providing the Paid Services. Where practicable, we will give you reasonable prior notice. If we terminate your Subscription Plan under clause 9.3 before the end of your current Subscription Plan period, we will provide a pro-rata refund for any prepaid Subscription Fees attributable to the period after termination, unless applicable law requires otherwise.

9.4 We may limit, suspend or cancel your access to (or delivery of) the Systems if:

(a) you fail to pay fees to us in relation to your Subscription Plan and fail to remedy that failure within 10 business days after the date of a notice from us specifying the amount overdue;

(b) the access or use of a Paid Service becomes unlawful, or contrary to any applicable industry code; or

(c) we reasonably believe that, in the course of using the Paid Service, you have breached a person's rights (including intellectual property rights) or any law.

9.5 Despite anything to the contrary in these terms and conditions, where we cancel your access to the Systems for breaches of these terms and conditions, fees (including the subscription fees) are not refundable, unless otherwise required by law.

9.6 On expiry or termination of these terms and conditions, you must destroy all copies of the Systems and all Associated Documents. You grant us the right to enter your premises during business hours to inspect whether the Systems and Associated Documents are destroyed and/or to show evidence of the destruction.

9.7 Termination does not affect any rights or remedies which we may have otherwise under these terms and conditions or at law.

9.8 We reserve the right to monitor and track your login information on the Systems to ensure it is being used in accordance with these terms and conditions. Any usage flagged as being in breach of these terms and conditions may result in your access to the Systems being revoked.

10. Cancellation and Upgrade of Subscription Plans

10.1 You may cancel your Subscription Plan at any time. To cancel your Subscription Plan please email ezyparts@burson.com.au or call 1800 343 197. The contact details are also accessible in EzyParts via the 'Help Centre' section.

10.2 Cancellation of your subscription will take effect at the end of your current Subscription Plan.

10.3 If you cancel your Subscription Plan before the end of the current Subscription Plan period, the cancellation will take effect at the end of your current Subscription Plan period, and you may continue to use the Paid Service until then. You will not receive a refund or credits for that period, unless otherwise required by applicable law.

10.4 If you notify us of a cancellation close to the renewal date of your Subscription Plan and a further payment is processed before the cancellation takes effect, we will promptly apply a credit to your EzyParts account, or refund the payment, at our discretion, unless applicable law requires us to provide a particular remedy.

10.5 If we terminate your Subscription Plan in accordance with clause 9.3, we will give you a prorated refund on any prepaid subscription fees where services will not be

provided.

10.6 You may upgrade your Subscription Plan at any time (for example, from a monthly plan to a 6-monthly plan, or annual plan, or from a 6-monthly plan to an annual plan). If you upgrade your Subscription Plan:

(a) You will not be required to pay any remaining fees for your existing Subscription Plan for the period after the upgrade takes effect; and

(b) You will be charged the applicable fees for the new Subscription Plan from the date and time the upgrade occurs; and

(c) The term of your new Subscription Plan will commence on the date of the upgrade.

11. Confidentiality

11.1 Confidential Information means:

(a) all information contained in and accessible via use of the Systems (including the Associated Documents), including but not limited to:

(i) part numbers;

(ii) part number application by vehicle specific criteria including make and model;

(iii) pricing, including retail and recommended retail prices (if applicable);

(iv) product brand information;

(v) pictures, schematics, technical data, specifications and dimensions relating to parts;

(vi) Systems' features and training documentation; and

(vii) any commercially sensitive information in relation to us, including inventory levels in our stores and distribution centres,

and,

(b) all source code and object code of the Systems.

11.2 You must not disclose any Confidential Information to any third party except: (i) as required by law; or (ii) where the Confidential Information can be demonstrated to have been in the public domain at the time of the disclosure other than as a result of a breach of these terms and conditions; or (iii) with our prior written consent which can be given or withheld in our discretion.

11.3 You acknowledge that the Systems, the Associated Documents and the Confidential Information are our unique and valuable proprietary asset, and any unauthorised disclosure may cause irreparable damage.

11.4 You agree that we may seek to enforce the terms regarding confidentiality, including application to the applicable court for appropriate equitable remedies (including seeking injunctive relief) with respect to breaches of these terms and conditions, in addition to such other remedies that we may have under applicable laws.

12. General

12.1 Any purchases made via the Systems are governed by:

(a) our terms of sale;

(b) any credit application between us and you;

(c) any other written agreement in place between us and you,

(to the extent applicable).

12.2 If you are operating in Australia, these terms and conditions are governed by the laws of Victoria, Australia and both parties submit to the non-exclusive jurisdiction of the courts of Australia. If you are operating in New Zealand, these terms and conditions are governed by the laws of New Zealand and you and both parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

12.3 These terms and conditions represent the complete agreement concerning the licence of the Systems between you and us.

12.4 Any provision in this agreement which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

12.5 We may amend these terms and conditions on written notice to you. You must inform your Additional Users about these changes. Every time you use the Systems, please check these terms and conditions to ensure you understand and accept any changes. If you do not agree to the changes, you may cancel your Paid Service.

12.6 You must ensure that your Additional Users are aware of, and procure that they comply with, these terms and conditions.

12.7 Our failure to enforce any of the terms of these terms and conditions shall not be construed or deemed to be a waiver of our rights under these terms and conditions.