

## SOLUTIONS ONLINE APPLICATION FORM

Thank you for choosing to become an **Actrol Solutions Online** Member.

Date \_\_\_\_\_

Full Name \_\_\_\_\_

Job Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Email \_\_\_\_\_

Does the account have Solutions Cards?     Yes     No

### Customer Authorisation

Date \_\_\_\_\_

Authorised by\* \_\_\_\_\_

\*If name on applicant is not a senior executive (CEO, General Manager, President, Director Etc) the application needs authorisation by such a person

*Please Return this form to your local Actrol Parts branch for processing*

Actrol Office Use Only Date Received \_\_\_\_\_

Account Numbers or Group Name \_\_\_\_\_

Representative \_\_\_\_\_ Serial No \_\_\_\_\_

State Managers Approval \_\_\_\_\_ Pin \_\_\_\_\_

Date Initiated \_\_\_\_\_ Certificate Number \_\_\_\_\_

**Terms and Conditions:** Actrol Solutions Online

**Definitions and Interpretations**

**Definitions**

1. "ASO" means the Actrol Solutions Online.
2. "Customer" means the person or entity applying for Actrol Solutions Online.
3. "Service(s)" means the Actrol Solutions Online service and any and all other services provided by Actrol Parts to the Customer from time to time.

**The ASO and the Services**

- 1.2 All applications/requests for access to ASO must be in writing on the prescribed Application Form.
- 1.3 This agreement commences on the date the Customer receives their personal Digital Certificate.
- 1.4 This agreement shall be interpreted and enforced according to the laws of the State / Territory where ASO was requested.
- 1.5 Whilst every effort and Actrol's intention is to provide accurate information, Actrol is not held responsible for any information sighted or downloaded from ASO in anyway.
- 1.6 These Terms and Conditions do not in any way affect or limit any of the Customers rights which cannot be excluded or modified under relevant State, Territory or Federal legislation.

**2. Customer Responsibilities**

- 2.1 The Customer agrees to use ASO in accordance with these Terms and Conditions. If the Customer does not wish to be bound by these Terms and Conditions it should not use the ASO and immediately return it to Actrol.
- 2.2 The Customer understands that:
  - a. The customer uses ASO at the Customer's own risk;
  - b. It is the responsibility of the Customer to ensure that ASO is sub-licensed to and used by its employees according to the Customer's own internal procedures, conditions and obligations.
  - c. Unauthorised use or modification of the ASO is prohibited.
  - d. Actrol is entitled to suspend or cancel the ASO at any time and without notice to the Customer. Actrol will not be responsible for any loss or damage whatsoever as a result of the cancellation or suspension of the ASO.
  - e. The issue as to whether the Customer is compliant with the above shall be determined by Actrol at its sole discretion.
- 2.3 The Customer agrees that it will:
  - a. Be personally liable for the actions of its employees and any other persons who use the ASO;
  - b. Indemnify and keep indemnified Actrol in respect of any claim, loss, damage, suit or proceeding against Actrol by any person whatsoever and howsoever arising in respect to the use of the Customers ASO;
  - c. If using the ASO on behalf of another person be appropriately authorised to do so;
- 2.4 The Customer agrees that it will not:
  - a. Utilise ASO for any fraudulent or criminal activities, including, but not limited to, transmission of copyrighted materials, illegal, threatening, and obscene or libelous material, or any instructions which, if implemented, might cause damage or injury to any person or property;
  - b. Not breach the security or integrity of any Actrol equipment, or use the Actrol equipment, network or resources to launch an attack on the property of any other organisation;
  - c. Engage in activities which are regarded as abuse or misuse of Actrol resources, including but not limited to mail or commercial email. What constitutes "abuse" or "misuse" is determined by Actrol in its sole discretion; or
  - d. Seek to change, amend, cancel, alter, assign or otherwise deal with the ASO or the Customer account without the prior written consent of Actrol;
- 2.5 The Customer agrees that receipt of ASO is exclusive to the Customer and cannot be transferred, assigned and or licensed without the prior written consent of Actrol. Actrol takes no responsibility for the level of use beyond the issue of ASO.
- 2.6 The Customer must immediately notify in writing Actrol of any change of address or contact particulars.
- 2.7 The issue and use of ASO or the Services does not create any agency, partnership or joint venture between Actrol and the Customer.

**3. Provision of Service**

- 3.1 Actrol may in its sole discretion deny the issue and use of ASO to any potential or existing Customer.
- 3.2 The Customer accepts that any advice provided by Actrol employees or contractors is provided in good faith. The Customer agrees that it will not act or rely on any such advice unless it is done at the sole risk of the Customer. The Customer agrees to indemnify Actrol and its employees and contractors in full against any damage or loss howsoever arising or resulting from the Customer acting upon such advice.
- 3.3 Any ASO Digital Certificate provided by Actrol to the Customer will remain the property of Actrol and be used by the Customer at the Customer's own risk. The Customer agrees that it will not hold Actrol or any of its employees, suppliers or contractors liable for any claim, loss, damage, suit or proceeding whatsoever and however arising resulting from the use of ASO provided by Actrol or any error, omission or misdescription concerning any data or information in relation to or arising from the use ASO by the Customer or its employees.
- 3.4 Actrol may assign any of its rights under this agreement at any time and without notice to the Customer. Actrol may at any time schedule periods of planned interruption to the Service. Actrol will endeavour to provide at least 24 hours notice to the customer for any interruption to the Service for maintenance, changes, or improvements to the Service. Actrol will not be liable for any loss, damage or inconvenience caused by any interruption to ASO whether a result of planned or unexpected interruption to the Services or otherwise.
- 3.5 By receiving the Services the Customer agrees that it has read, understands and accepts the provisions of this agreement.