

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

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

1. Ownership

1.1 Solutions Online is a service provided by Actrol Parts Pty Ltd trading as Actrol Parts (hereinafter referred to as Actrol) for Actrol customers, via our website www.actrol.com.au or any replacement website we notify you from time to time.

2. General information, Privacy Policy, Terms and Conditions of use

- 2.1 Please read these terms and conditions ("Terms") carefully before using the Actrol Website / Solutions Online ("Site"). These terms and conditions constitute the agreement between you and Actrol which governs the supply of Solutions Online to you.
- 2.2 Use of this site constitutes acceptance of these terms and conditions.
- 2.3 The Terms address your legal rights and obligations and includes important disclaimers.
- 2.4 These Terms operate in addition to any terms of trade you have previously agreed with Actrol and any other such terms are incorporated by reference into these Terms.
- 2.5 The Terms apply to all web sites of Actrol Parts, including sites for registered users.

3.Changes to Terms

- 3.1 From time to time, Actrol may need to change these Terms to reflect a change in business, by law, for security reasons and/or for technical or infrastructure reasons.
- 3.2 Terms may change at any time by posting the changed Terms on the Site and by posting a notice on the homepage.
- 3.3 If you continue to use Solutions Online after being notified of a change, you will be deemed to have accepted the change.

4.User License, Liability and Disclaimer

- 4.1 Actrol grants you permission to view and use all intellectual property rights relating to the Site, including all intellectual property rights in any picture, text, catalogues, trade marks, copyrights and all other orders, notices and content appearing on the Site .
- 4.2 This content is provided for reference purposes only and specifically to the holder of the user certificate and for their internal use.
- 4.3 You must not copy or otherwise reproduce or transfer or place any information or frames from this Site to others or a third party's sites outside your organization without prior consent in writing from Actrol.
- 4.4 Your use of this Site constitutes your agreement and acceptance without modification of the notices, terms and conditions set forth herein.
- 4.5 Likewise, by using this Site you warrant to Actrol that you will not use this Site for any purpose that is unlawful, immoral or otherwise prohibited by these Terms.
- 4.6 Actrol requires that you take responsibility and due care for any harm, damage it suffers as a result of your negligence and misuse of information on the Site.
- 4.7 You agree to indemnify Actrol from and against any loss, damage, costs or expenses suffered out or in any way connected to the misuse of the Site by you or someone using your username and password.
- 4.8 Actrol will use all reasonable efforts to ensure that all data and transactions displayed on the Site is reliable and accurate and up to date. However, your use of and your browsing through this Site are at your own risk.
- 4.9 Actrol expressly disclaims any liability (whether arising from negligence or otherwise) and without limitation liability for accuracy, operation ability, marketability, and suitability for particular purposes for any loss , damage, costs or expenses that you may suffer or incur as a result of using or accessing the Site.
- 4.10 Under no circumstances will Actrol be liable for any loss of profits, revenues, losses of data, or any other direct, indirect , special incidental, or consequential loss or any similar form of damage arising out of or in connection with this Site or out of the use of any of the services mentioned in this Site.
- 4.11 Except as expressly stated in these Terms, Actrol does not give any warranties (whether express or implied) regarding Solutions Online or the Site.

5. Service Availability and Security

- 5.1 Actrol will use reasonable efforts to provide access to the Site 24 hours each day, seven days per week and notify you in advance of any planned disruptions.
- 5.2 Actrol cannot and will not guarantee the availability of the Site and will not be liable for any loss, damage or costs incurred by you or any other person if the Site is unavailable at any time.
- 5.3 In addition to Actrol's obligations at law, all reasonable efforts will be made to ensure that the Site is secure and your information is kept confidential.
- 5.4 Actrol ensures confidential information remains secure through the use of multiple layers of security and industry standard encryption technologies using 128-bit SSL certificates.
- 5.5 You can confirm you have established a secure SSL connection by looking for the locked padlock in the bottom status bar of your browser.
- 5.6 You can confirm the validity of the certificate by double clicking the padlock and checking the certificate.
- 5.7 Any information on the Site, will be treated in accordance with Actrol's Privacy Policy.

6. Applicable Law and Venue

- 6.1 You accept that these Terms and your use of this Site are governed by the law in force in the State of Victoria, Australia.
- 6.2 You and Actrol each submit to the non exclusive jurisdiction of the courts of that state.