



Confidence in Motion

Authorised Subaru Dealer Nidasu Portal

Terms and Conditions of Use

These terms of use form the entire agreement between you (as the authorised user), Subaru (Aust) Pty Limited (Subaru) and Nidasu Pty Limited (Nidasu) in relation to the Portal. They replace any earlier agreements, representations or discussions regarding the Portal.

Licence

Nidasu grants You, a revocable and limited licence to access and use the Portal in accordance with these terms of use, to view, upload and download information in connection with the performance of the Your employing Subaru Dealership Business including, without limitation:

Subaru Dealership financial performance data;

Subaru Dealership retention data; and

Subaru Dealership customer personal information (contact information and vehicle history);

hereafter referred to as the **(Authorised Purpose)**.

Your Obligations

By accessing the Portal the You agree not to:

disclose your username or password to any other person;

disclose the content on the Portal and/or other security information relating to the Portal to any third party;

use the Portal other than for the Authorised Purpose and in accordance with this agreement; and

access or use the Portal in breach of any applicable law.

By accessing the Portal You represent and warrant to each of Subaru and Nidasu that you are an officer or employee of an authorised Subaru Dealership, and that you are expressly authorised by that dealership to access the Portal and the dealership's content for the Authorised Purpose. You must not access the Portal if this representation is not true at any time.

To the extent the Portal provides tools and other services or collateral for marketing purposes, you acknowledge and agree that:

Compliance with relevant Privacy Laws in respect of such marketing shall completely be Your responsibility;

the use of such tools and collateral is purely at Your risk and neither Subaru or Nidasau make any representations or warranties as to the fitness for purposes of such tools and collateral.

You agree that You will not access or use the Portal after You cease to be an officer, or an employee of an authorised Subaru Dealership.

You agree to notify each of Subaru and Nidasu immediately on becoming aware, or having reasonable grounds to suspect, your username or password has been lost or stolen or has otherwise been disclosed to or become known by a person other than You.

Security

No website or data transmission using the internet can be totally secure.

To the fullest extent permitted by law, You:

release Subaru and Nidasu from all '**Portal Claims**', being claims arising out of or in relation to:

use of the Portal, including all claims relating to loss, corruption or unauthorised disclosure of or unauthorised access to information uploaded to, stored on or downloaded from the Portal or damage or interference to computers or other systems caused by viruses, malicious software or otherwise, except to the extent arising directly from Subaru or Nidasu's failure to maintain reasonable security measures.

without limiting paragraph (1) :

Your use of or reliance on information available on the Portal; and

Your use of third-party software accessed through the Portal or links to external websites through the Portal.

access to the Portal being unavailable or interrupted from time to time (including for extended periods) or terminated.

promise not to make or assist, directly or indirectly, any Portal Claim against Subaru or Nidasu, and agree that this promise may be pleaded as a bar to any Portal Claim.

Termination

At any time, in their absolute discretion, Subaru and/or Nidasu may do any or all of the following:

remove information from the Portal;

decommission the Portal; and

revoke Your access to the Portal.

You acknowledge and agree that Subaru and Nidasu will not be responsible or liable for any consequences of removing information from or decommissioning the Portal or revoking or terminating Your access to it.

Changes to terms

Subaru may change these terms of use at any time without notice. Subaru will notify You of changes to these terms of use by posting them on the Portal. Your continued use of the Portal indicates acceptance of the change.

Force majeure

Neither Subaru or Nidasu will be liable for delay or failure to fulfil obligations to the extent that the delay or failure arises due to an unforeseen event beyond their reasonable control which is not otherwise dealt with in this agreement.

Applicable law

The law applying to this agreement is the law of New South Wales. You, Subaru and Nidasu submit to the exclusive jurisdiction of the courts of that state and waive any right either of them may have to claim that those courts do not have jurisdiction or are an inconvenient forum.

Last updated: 1st October 2020

