

Online Products

With the exception of LiveMarket, Subscriptions are paid annually in advance and are for a single license with 2000 accesses per annum

QTY	PRODUCT	COST	GST	TOTAL AMOUNT
<input type="text"/>	Fleetmaster Registration to RedBook ID	\$ 1,768.18	\$ 176.82	\$ 1,944.00
<input type="text"/>	Fleetmaster (Excludes Rego to RB ID)	\$ 1,268.18	\$ 126.82	\$ 1,395.00
<input type="text"/>	Heavy Commercials	\$ 454.54	\$ 45.45	\$ 500.00
<input type="text"/>	Motor Bikes (Excludes Rego to RB ID)	\$ 454.54	\$ 45.45	\$ 500.00
<input type="text"/>	Motor Bikes + Registration to RedBook ID	\$ 750.00	\$ 75.00	\$ 825.00
<input type="text"/>	LiveMarket	POA		POA

SUBSCRIPTION DETAILS – Complete the form and email to info@redbook.com.au

Company Name			ABN		
Contact Name			Phone		
Address			Email		
City			State		Postcode
Email for Invoice					
Print Name				Date	
Signature			* Total Amount Authorised	\$	
Purchase Order Required?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Purchase Order Number

By signing this Order Form, the parties acknowledge and agree that RedBook's provision of this Service to you is governed by the terms and conditions enclosed below (Terms).

Subscription Information

All subscriptions are paid annually in advance and are not refundable once the subscription is activated (subject to the Terms). The Service will be activated on receipt of the completed Order Form, and you will be provided with your login details, account number and payment instructions. RedBook will invoice you for the annual subscription fee upon the commencement of each annual term, and invoices are payable within 30 days of receipt. Non-payment will result in service cancellation in accordance with the Terms.

If a purchase order number is required for invoice payment, RedBook will require the purchase order approximately one month prior to annual renewal invoicing. Failure to provide a Purchase Order if required may result in the expiration of the service.

Prices are effective as of 1 April 2024.

RedBook Web Look-Up Terms and Conditions

1. By accessing and using this Service, you agree that Automotive Data Services Pty Ltd ("**RedBook**") will provide you with the web look-up service ("**Service**") on these terms and conditions which, together with the Order Form signed by you, form the agreement between you and RedBook in relation to the Service ("**Terms**").

2. Your rights to use the Service will commence on the date you agree to these Terms and will run for 12 months (unless otherwise set out in the Order Form) unless terminated earlier in accordance with the Terms ("**Initial Term**"). On or before the date that is 30 days prior to the expiry of the Initial Term (and any relevant subsequent 12 month terms (each being a "**Renewal Term**")), RedBook will notify you through the Service (or otherwise in writing) that these Terms and the Order Form will be auto-renewed for a further 12 month period. If you do not wish to proceed with a further Renewal Term, you must notify RedBook in writing and these Terms will then terminate upon the expiry of the Initial Term or current Renewal Term. If you do not provide any such written notice prior to the expiry of the Initial Term or current Renewal Term, these Terms and the Order Form will auto-renew for the Renewal Term.

3. RedBook will invoice you, and you agree to pay to RedBook, the relevant fees for access to the Service ("**Fees**") upon the commencement of the Initial Term and each relevant Renewal Term (or as otherwise set out in the Order Form). At any time during the term, RedBook may notify you in writing that it wishes to change the Fees with effect from the commencement of the next relevant Renewal Term. If you do not accept the Fee change, you may terminate these Terms in accordance with clause 2 above, otherwise the revised Fees will come into effect at the commencement of the next Renewal Term. Unless stated otherwise in an Order Form, all valid invoices are due and payable within 30 days of receipt. You are entitled to a maximum of 2000 individual look-ups that can be requested through the Service per annum ("**Limit**"). RedBook will notify you within the Service once you reach the Limit. RedBook may suspend the Service if you fail to pay any Fees within the required time. RedBook may charge interest on any overdue sum payable under the Terms at the rate of 1.5% per month. The Fees are exclusive of GST. In addition to any fees, you must pay to RedBook, at the same time as the fees, all applicable GST on the goods and services to which the fees relate.

4. All information provided to you in connection with your use of this Service ("**Information**") is based on data sourced by RedBook from a variety of sources including motor vehicle dealers, motor vehicle manufacturers, private sellers and other suppliers. You should verify the accuracy of any Information before acting in reliance on any of it and you should make your own independent assessment in relation to the suitability of the Information and the fitness of the Information for your purposes.

5. By using this Service you acknowledge that RedBook relies on data and information supplied by third parties and therefore cannot and does not provide any representation or warranty: (i) in relation to the nature, reliability, accuracy, currency or completeness of the Information or the fitness of the Information for any purpose intended by you; or (ii) that the Service will be uninterrupted or error-free. However, RedBook will use reasonable endeavours to promptly investigate and resolve any relevant issues regarding the Service that comes to its attention.

6. Because of the nature of the Information being provided, RedBook may update the Information from time to time. Such updates may appear automatically upon you accessing the Service or may occur by prompts which appear on the computer screen during your use of the Service. If any material update causes a substantial reduction in the nature or scope of Information or the Service being provided to you then you may within the 30 day period following the commencement of the update terminate these Terms by providing 14 days' prior written notice to RedBook (and

RedBook will provide you with a pro rata refund in respect of any prepaid fees for access to the Service not yet supplied).

7. Upon commencement of these Terms, RedBook will set you up with an account, login and provide an overview of the Service. However, RedBook will not provide ongoing technical support for the Service and you are responsible for obtaining and maintaining, at your expense, all computer hardware, software, communication equipment and access lines necessary to access and utilise the Service. RedBook cannot and will not be held responsible for the internet or any telecommunication infrastructures required to access and use the Services and RedBook does not and cannot provide any warranty that the internet or any telecommunications infrastructure needed to access the Service will be continuously available.

8. You will only be entitled to access the Service if RedBook has issued you with a password for accessing the Service via the internet. You are responsible for keeping secure and maintaining the confidentiality of this password and will be responsible for all activities and charges resulting from the use of this password to access the Service unless and until you have notified RedBook in writing that it has been lost, stolen or compromised.

9. You must only use the Service and the Information for your internal business purposes.

10. RedBook (or the relevant third-party rights owner who licenses RedBook the right to use the Information) retains full and complete title to the Information and material published on its website. You acknowledge that the Information is highly sensitive and confidential to RedBook. As a result, you must not, without the prior written approval of RedBook:

(a) modify, distribute, disclose, transmit, display, reproduce, publish, license, reverse engineer, decompile, disassemble or convert any Information or material on this website or knowingly or negligently allow any of the preceding acts to be done to any Information on material on this website by any means or in any form;

(b) match or combine any Information or material on this website with any other database;

(c) use or attempt to use any Information or material published on this website to create any website or publication;

(d) mirror or frame any website or page within this website;

(e) use any automated process of any sort to query, access or copy any Information or material on this website or generate or compile any document or database based on the Information or material published on this website;

(f) transfer or sell any Information, functionality or products or services made available through the Service;

(g) download, copy, save or extract any Information to any device, system or server;

(h) access or use the Information in any location outside Australia; or

(i) use the Information in connection with the operation of a service bureau or an application service.

11. You must at all times effect and maintain adequate security measures to safeguard the Information from unauthorised and use and from any malicious damage, destruction or misuse. You must also ensure that any systems on or through which the Information are accessed or used do not permit or allow a user of those systems to download or extract any Information using any automated process including report writer downloads or specific systems reports).

12. You must notify RedBook promptly upon becoming aware of any unauthorised use or copying of the whole or any part of the Information and must provide all assistance reasonably requested by RedBook to practically prevent, or otherwise take action in respect of, the unauthorised use or copying.

13. You acknowledge that you have no, and will not assert any, intellectual property rights in the Information, apart from the rights granted to you to use the Service under these Terms, and that title to the Information remains vested in RedBook (or, if applicable, its licensors ("**Rights Owner**"). You must not permit any act which infringes these intellectual property rights.

14. You must keep such books and records as are reasonably necessary to verify your use of the Information and the Service in accordance with the requirements of these Terms. Subject to the provision by RedBook of reasonable notice, you must allow RedBook and any person(s) authorised by RedBook (under reasonable obligations of confidentiality), access to your books and records, systems and premises that are relevant to the activities contemplated under these Terms, both during the term and for a period of six months after the termination or expiry of these Terms during business hours, for the purpose of enabling RedBook to verify your compliance with the requirements of these Terms. RedBook will only exercise this right of audit once a year (at maximum) unless it has reasonable cause to believe that the Information has been used in breach of these Terms in which case more frequent audits may be undertaken.

15. To the extent permitted by law, RedBook excludes all implied guarantees and warranties, including in respect of the Service and Information provided by RedBook. To the extent permitted by law, the aggregate liability of RedBook for any event or circumstance for which RedBook is liable under or in connection with these Terms whether in contract, tort (including negligence), pursuant to statute or otherwise, shall be limited to the greater of: (i) the total fees payable by you to RedBook for the Service in respect of the 12 month period ending on the date that the event or circumstance giving rise to the liability; and (ii) \$5,000. To the extent permitted by law, in no event shall RedBook be liable under or in connection with these Terms whether in contract, tort (including negligence), pursuant to statute or otherwise for loss of use, production, profit, revenue or data, or for any other consequential or indirect loss or damage of any kind and to any party. You acknowledge that RedBook's pricing structure does not accommodate the recovery of indirect or consequential loss by customers affected by service failure.

16. You acknowledge that a breach of these Terms (such as misuse of the Information) by you may cause significant commercial damage to RedBook and its business. You agree to indemnify RedBook and its related bodies corporate against all claims, liabilities, reasonable expenses, losses, damages and costs incurred by any of them arising out of or in connection with any breach of these Terms by you. Notwithstanding the foregoing: (i) your maximum liability under the indemnity set out in this paragraph is, however, limited to \$10 million; and (ii) your liability under this indemnity will be reduced to the extent that RedBook (or its person(s)) caused or contributed to the relevant loss, damage or costs.

17. Either party may terminate these Terms by written notice to the other if the other party: (i) commits a breach of these Terms which is incapable of remedy or fails to remedy a breach within thirty (30) days after notice requiring it to do so; or (ii) ceases to be able to pay its debts as they fall due or becomes the subject of any form of financial or insolvency administration. In addition, RedBook may terminate these Terms without any liability to you on immediate written notice if: (i) any agreement between RedBook and a Rights Owner under which RedBook is entitled to use or sub-license the Information, or any material part of the Information, is terminated; or (ii) on 30 days' prior written notice due to any other change in circumstances reasonably affecting RedBook's ability to supply the Information.

18. Upon expiration or termination of these Terms:

(a) your right to use, view and access the Service and all Information shall automatically terminate;

(b) you must pay to RedBook any outstanding fees in respect of access to the Service provided up until the effective date of termination;

(c) if these Terms are terminated under clause 17 for any reason other than your breach, RedBook will make a pro rata refund to you of any prepaid Fees for access to the Service not yet supplied; and

(d) if requested by RedBook (acting reasonably), you must certify to RedBook in writing that you no longer have access to and are no longer using the Information and the Service.

19. RedBook may amend these Terms by providing 30 days' prior notice in writing to you (such notice may be satisfied by RedBook publishing an amended copy of these Terms on the website and notifying you via email that amendments have occurred). If you do not accept any variation or change, you may terminate these Terms by providing RedBook with 7 days' written notice within 30 days of receiving the notification of the proposed variation. If you don't provide any such written notice, these Terms will be deemed to include the variation at the expiration of the 30 days' notice period.

20. Neither party will be liable for any failure or delay in the performance of its obligations under these Terms (other than an obligation to pay money) if that failure or delay is due to circumstances beyond its reasonable control including, but not limited to, unavailability of equipment or other materials, natural disasters, Government restrictions, wars, insurrections, industrial action, or disruption to power supplies or communications systems ("**Force Majeure Event**"). If a failure or delay in performance arising due to a Force Majeure Event exceeds 60 days, either party may immediately terminate the Agreement by written notice to the other party. If either party terminates the Agreement under this clause, RedBook shall make a pro-rata refund to you of any prepaid Fees for access to the Service not yet supplied.

21. These Terms (as well as any Order Form signed by you) represents the entire agreement between you and RedBook on the subject matter of these Terms.

22. Each of you and RedBook may not assign or otherwise deal with any rights or obligations under these Terms without the prior written consent of the other party. However, RedBook may assign or transfer these Terms to a related body corporate by providing prior written notice to you.

23. If part or all of any provision of these Terms or its application to any person or circumstance is illegal or unenforceable, the provision will be read down to such extent as may be necessary to ensure that it is not illegal or unenforceable. If any provision or part of it cannot be so read down, the provision or part of it will be severed from these terms and conditions and the remaining provisions of these Terms continue in force.

24. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and courts entitled to hear appeals from the courts of that state in respect of all proceedings arising out of or in relation to these Terms