

Conditions of Use

These Conditions of Use apply to any use by you of Toyota Fleet Management Novated Online (Novated Online) websites, effective from 1 October 2011. These sites will be hereafter referred to as Novated Online.

Novated Online is provided by Toyota Fleet Management, a division of Toyota Finance Australia Limited (TFAL) ABN 48 002 435 181.

These Conditions of Use may be accessed by visiting the Novated Online website at www.novatedonline.com.au

1. Some things you should know

In these Conditions of Use the meanings of words **emphasised in this way** have the meaning given in clause 2 below.

These Conditions of Use govern your access to and use of the facilities on this web site and any transactions you perform using this site. To the extent that there is any inconsistency between these Conditions of Use and the terms of your finance contract with us, those terms will apply.

When first accessing Novated Online, you will be prompted to confirm your acceptance of these Conditions of Use.

If you believe that your password has become known to another person, please immediately refer to clause 8 which outlines the action you must take to limit your liability.

If you have any concerns regarding Novated Online functionality, please contact the Customer Service Team on 1300 888 870, from 8:30am – 5pm Monday to Friday AEST or by emailing us on novated@toyota.com.au

2. Meaning of words

balance refers to the balance of the your finance contract at the close of business the previous day. This amount is not the **payout amount**;

business day means any day on which the Lessor is open for business in the place where the Lessor signed the lease;

banking day means any day on which the banks are open for business in the place where the lease was signed;

customer means you in your capacity as a borrower, hirer and lessee or guarantor of a finance contract with us;

customer number means a number issued by us to you which when combined with a password may be used to access **Novated Online**;

finance contract means any loan, commercial hire/term purchase or lease facility between you and us. It includes any facility in which you are described as a borrower, hirer, lessee or guarantor. Your finance contract may also be described as an "account";

guarantor is a person disclosed on the finance contract as a guarantor;

password means a specified alphanumeric combination set by you to allow access to your finance contract or account. To set your password the following rules apply –

- it must not contain the **customer number**
- it must be between 8 and 16 characters long
- it must contain characters from three of the following four categories:
 - a) uppercase characters (A – Z)
 - b) lowercase characters (a – z)
 - c) digits (0 – 9)
 - d) non-alphabetic characters (e.g. !, \$, #, %)
- it must be different from any of your last 6 passwords

payout amount means the amount required to payout all moneys owing to us under your finance contract as at a given date. It may include any principal amount outstanding, interest, fees and other permitted charges;

service request means any change or query made through **Novated Online**;

Novated Online means a secure internet website service through which you can view and access information about your finance contract or account, or make a **service request**;

unauthorised request means a **service request** made without your consent or the consent of a customer who is a party to your account;

us, we and **our** means Toyota Fleet Management **Novated Online**, a division of Toyota Finance Australia Limited ABN 48 002 435 181;

you and **your** means a **customer** who has accepted these Conditions of Use;

3. Use of Novated Online

Customers may use **Novated Online**, unless we tell you otherwise, to:

- view transactions, **balances**, **contract** and personal details,
- change payment amount or payment method
- change address and contact details,
- create a statement or payout amount in respect of your finance contract
- create a quote
- apply for a new Novated lease;

Subject to these Conditions of Use, **you are deemed to have authorised** any access to your finance contract or any **service request**, which is carried out using **your customer number** and **password**.

Where you are a joint **customer** you also authorise any **service request** or **transaction** on your **contract**, which is carried out by another of the joint **customers**, using their **customer number** and **password**.

A **contract** in joint names can only be accessed those customers who have been given access to their finance contract under these Conditions of Use.

In seeking access to **Novated Online** and performing any permitted activity those customers represent and warrant that they have the authority of the other joint customer/s to access and use the facilities of this website in respect of their finance contract and agree to indemnify us against any claim and liability made against us by any other joint customer arising out of such access and use.

4. Changes to Conditions of Use

We may, at any time, add to, remove, or change the functionality of **Novated Online**, or change these **Conditions of use** without your consent.

We will notify **you** of any changes to these Conditions of Use by displaying a notice outlining the changes and detailing any changes to these Conditions of Use when you login to **Novated Online**. Before you can enter the secure pages of **Novated Online** you will be required to accept these changes before you will be able to proceed. If you do not accept the changes you will be denied any further access to the site.

5. Termination of Novated Online

You may terminate the usage **Novated Online** by notifying **us** in writing or by contacting us on **1300 888 870**, from 8:30am - 5pm Monday to Friday AEST or by emailing us on novated@toyota.com.au.

We may terminate your access to **Novated Online** in relation to **your finance** contract or generally at any time by giving **you** written notice sent to the most recent address provided by **you**.

We may suspend or cancel your access to **Novated Online** at any time without notice to **you** if **we** believe there is a security concern or **you** fail to comply with these Conditions of Use.

6. Availability of information

The information available on **Novated Online** regarding **transactions**, balances and any other information relevant to **your finance contract** may not always be completely up to date. However, in most cases the information will reflect **transactions** and balances up to the close of business on the previous **business day**.

7. Your general responsibilities

You agree that **you** will:

1. set **your password** when you first access **Novated Online** and thereafter whenever **we** require **you** to do so;
2. change **your password** as soon as **you** know or suspect that it may have been disclosed to another person;
3. not choose a **password** which is the same as another password which is known to any other person;
4. not choose a **password** which contains any part of **your** date of birth, any recognisable part of **your** name, or any part of **your** home, business or mobile telephone number;
5. keep **your password** secure and not disclose it to any other person;
6. commit **your password** to memory and not keep an identifiable record of it;
7. take proper care when accessing **Novated Online** to ensure that **your password** is not disclosed to anyone else;
8. promptly notify **us** if **you** notice any apparent discrepancy in your contract details/transactions/balances/service requests; and
9. use other means to effect **transactions, service requests** and access information on **your finance contract** in the event that **Novated Online** is unavailable or is malfunctioning.

8. What you must tell us

You must notify **us** immediately if:

1. **you** become aware or suspect that **your password** has become known to any other person;
2. a computer which **you** use or have used to access **Novated Online** is lost, stolen or fraudulently used;
3. **you** become aware of any **unauthorised transaction** or error on **your contract** which arises in connection with **Novated Online**; or
4. **you** believe that **you** have been fraudulently induced to make a **transaction** on **your contract**.

You can contact us on **1300 888 870**, from 8:30am – 5pm Monday to Friday AEST or by emailing us on novated@toyota.com.au

9. Exclusion of our liability

Subject to any warranty implied by law that cannot be excluded, **we** will not be liable for any losses which arise in connection with:

1. the reliance by any party on any information obtained through the use of **Novated Online**;

2. any request to perform a **transaction or service request** which is not accepted or received by **Novated Online** for any reason including as a result of any technical, processing or user error;
3. the processing of any **transaction** on the next **banking day** after **you** have requested it;
4. any failure or delay of **Novated Online** to provide information or perform requested **transactions or service requests** which is caused by any matter beyond **our** control.

10. Your liability for unauthorised transactions

You will be liable for any **transaction or service request** which is carried out with **your** knowledge and consent, in addition to any losses which arise in connection with the following:

1. a mistake by **you** in relation to a **transaction** request, including where **you** enter the incorrect information;
2. the voluntary disclosure of **your password** to anybody, including to a friend or family member;
3. any fraud or theft committed by **you** or by any person to whom **you** have voluntarily disclosed **your password**;
4. any failure by **you** to comply with **your** responsibilities as set out in clause 7; or
5. any unreasonable delay by **you** in failing to notify us of a matter in clause 8, however in this case **your** liability will extend only to losses which occur between the time when **you** actually became aware, or ought to have become aware of the relevant matter, up until the time that **we** are notified of that matter.

If **you** are liable under clause 10 for losses which arise in connection with an **unauthorised transaction** on a **contract**, **your** liability will not extend to:

6. the portion of any loss which exceeds the **available balance** of that **contract** at the time of the **transaction**;

You will not be liable for any losses which arise in connection with:

7. any error made by, or any fraudulent or negligent conduct of, **our** employees or agents;
8. an expired or cancelled **password**;
9. any use of **Novated Online** which occurred before **you** received **your customer number** and/or **password**;
10. any **unauthorised transactions or service requests** which take place after **you** have notified **us** of any of the matters referred to in clause 8.

11. Indemnity

You agree to indemnify **us** against any loss or damage (including any consequential loss or damage) which **we** may suffer in connection with any claim, demand or action of any kind brought against **us** arising directly or indirectly because **you** have:

1. breached these Conditions of Use in any way; and/or
2. acted negligently or fraudulently in connection with **Novated Online**

12. Privacy

You must notify **us** if any of **your** personal information changes.

You consent to **us** disclosing **your** personal information to any bank or financial institution with which you hold an account which is to be the subject of a direct debit request service agreement authorised by your **Novated Online**.

13. Governing Law

Your agreement to abide by these Conditions of Use, and the **transactions** carried out or contemplated by **Novated Online** are governed by the law in force in New South Wales. **You** irrevocably and unconditionally submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.
