



***Capricorn Vehicle
Videos
Terms and Conditions***

BY CLICKING THE "I AGREE" BUTTON BELOW, YOU AND THE ENTITY WHICH IS A MEMBER BUSINESS OF CAPRICORN SOCIETY LIMITED AS LISTED IN THE ACCOUNT SET-UP PROCESS("YOU" OR "YOUR") AGREE TO BE BOUND BY THIS AGREEMENT (AS DEFINED BELOW).

IF YOU DO NOT ACCEPT THIS AGREEMENT, CLICK ON THE "EXIT" BUTTON TO EXIT THE ACCOUNT SET-UP PROCESS.

These terms of use (the "Agreement") govern your Use (defined below) of the Capricorn Vehicle Videos Website, which is located at any subdomain of vehiclevisuals.com (the "Site"). Access to the Site is licensed to you by Capricorn Society Limited ("Capricorn") who in turn operates under licence from Service Programs Australia Pty Ltd ("SPA"). You agree that this Agreement is entered into by You with Capricorn and SPA respectively and that the obligations contained herein are individually enforceable by Capricorn and SPA in their own individual right against You. For the purposes of this Agreement (i) the "Site" includes all Content and Available Features, (ii) "Available Features" means any features or services discussed, referenced, provided or offered through or on the Site, (iii) "Content" means all information published on the Site, including, without limitation, the Animated Works, (iv) "Animated Works" means those animations of vehicle parts and systems made available on the Site; (v) "Using" or "Use" means visiting, viewing, participating in and accessing and using the Site in any way, and (vi) "you" refers to you as an individual and also to the entity which is a member of Capricorn Society Limited ("Capricorn"). This Agreement is binding on you jointly and severally.

1. Requirements to Use the Site and Create a Site Account.

Only entities and persons over the age of legal majority who can form legally binding agreement(s) under applicable law are permitted to Use the Site. Your Use is subject to your continued status as a member of Capricorn including with good standing and creditworthiness and may be cancelled without notice on you ceasing to be a member of Capricorn or failing to meet such standing and credit criteria in Capricorn's absolute and unfettered discretion excluding any implied term of good faith. Your Use may be suspended without notice including in the event that you are in breach of any agreement between you and Capricorn or if any trade account provided to you by Capricorn is placed on "stop credit". If SPA or Capricorn reasonably establish that you are accessing or otherwise using the Site other than in accordance with this Agreement, SPA and Capricorn each have the right to immediately suspend or terminate your access to the Site.

1.1. SPA and Capricorn shall comply with all data protection legislation in the storing and processing of any personal data. You acknowledge that SPA and Capricorn may store your personal data may be stored outside of Australia, including in the United States of America and the Republic of Ireland. Information you provide or that is otherwise gathered in connection with your Use of the Site, including, but not limited to, your Site account information, is subject to Capricorn's Privacy Policy which can be found at the Capricorn website <http://www.capricorn.coop/> (the "Capricorn Privacy Policy"), and SPA's Privacy Policy which can be found at <https://capricorn.vehiclevisuals.com/privacy-policy.php> (the "SPA Privacy Policy"), both of which are incorporated into this Agreement by reference.

2. Ownership and Permitted Use of the Site and the Content.

2.1. SPA, its licensors, or other third parties own all Content. Content is protected under Australian, New Zealand and other countries' copyright, trademark and other laws and provisions, and any unauthorised use by you of this Content may subject you to civil and criminal penalties.

2.2. You may Use the Site to demonstrate how vehicle parts and systems function to your customers solely at your primary business site address. You may only Use the Site at other physical locations for the purpose of educating yourself and your staff as to the Site. For clarity, your Site account should ONLY be used at your primary business site address to demonstrate how vehicle parts and systems function to customers. Except as specifically set forth in this clause 2, you may not copy, reproduce, upload, distribute, publicly display or otherwise use the Content unless otherwise expressly permitted by SPA in writing. You may not remove, obscure or otherwise deface proprietary notices appearing in any Content or on the Site, including copyright, trademark and other intellectual property notices.

2.3. All rights in and to the Content not expressly granted in this Agreement are retained by SPA

2.4. VEHICLE VISUALS and the Vehicle Visuals logo are trademarks of Service Programs Australia Pty Ltd.

2.5. CAPRICORN, the Capricorn logo, CAPRICORN VEHICLE VIDEOS and the Capricorn Vehicle Videos logo are trademarks of Capricorn.

3. Your Responsibilities with Respect to the Information You Provide and Activities that Occur under Your Site Account.

3.1. At all times during your Use of the Site, you must update your information from time to time as necessary to keep your registration information current and accurate.

3.2. You are responsible for all activities that occur under your Site account. You may not share or allow others to use your user name and password. Please notify Capricorn as soon as possible if (i) you need to change your password and account information or (ii) you suspect someone is accessing and using your account.

Disclaimers

3.3. Whilst all reasonable care has been taken to ensure the accuracy of all information provided on the Site, You acknowledge and agree that (i) the Site and Content are to be used for informational purposes only and shall not be used for diagnostic purposes, (ii) by Using the Site, including, without limitation, viewing any Content, you may be exposed to Content that is inaccurate or incomplete, (iii) you must evaluate and bear all risks associated with your use of or reliance on any Content, and (iv) to the fullest extent permitted by the law, under no circumstances will SPA or Capricorn be liable in any way for any Content or for any loss or damage of any kind incurred as a result of your use of any Content.

Submissions

3.4. Ideas, concepts, or techniques ("Comments") are not accepted through the Site. If you provide Comments, you acknowledge and agree that (a) Comments will not be considered confidential or proprietary, (b) no party is obliged to keep Comments confidential, and (c) SPA will have an unrestricted, irrevocable, world-wide, royalty-free right to use, communicate, reproduce, publish, display, distribute, and exploit Comments in any manner it chooses.

Reservation of Rights

3.5. You acknowledge that both SPA and Capricorn each reserves the right, in their respective absolute and unfettered discretion and excluding any implied term of good faith, at any time:

3.5.1. to remove any Animated Work or any other Content from the Site,

3.5.2. to modify, interrupt, limit, or temporarily suspend, the Site, in whole or in part, as SPA or Capricorn deems necessary for purposes of maintenance, upgrades and the like, to maintain the Site or to comply with applicable law. Notice of any scheduled service interruptions will be provided where possible.

3.5.3. Neither SPA or Capricorn will be liable to you or to any third party for any such modifications to, suspensions of or removal of Content or Animated Works from the Site.

Restrictions on Your Use of the Site

3.6. You must comply with all applicable laws and regulations at all times when Using the Site. In addition, you may not, while Using the Site:

3.6.1. request, or otherwise attempt to obtain or store, personal information, passwords, account information or any other type of information of other users;

3.6.2. access or use another person's account;

3.6.3. disguise the origin of any submissions;

3.6.4. alter, modify, frame, or "mirror" any Content;

3.6.5. create a deep-link to the Site by by-passing the Site's home page;

3.6.6. use any data mining, robots, or similar data-gathering and extraction tools in connection with the Site;

3.6.7. inhibit, disrupt, or otherwise prevent anyone from using or accessing the Site or interrupt any user's experience on the Site, including but not limited to acting in any manner that disrupts users' real-time exchanges or hacking or defacing any portion of the Site;

3.6.8. interfere with or disrupt the Site, or servers or network connections to the Site;

3.6.9. disobey any requirements, procedures, policies or regulations of networks connected to the Site;

3.6.10. modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site;

3.6.11. attempt to gain unauthorised access to the Site (or any portion thereof), any posting, any other systems or networks connected to the Site or any server related thereto;

3.6.12. Use the Site to intentionally or unintentionally violate any applicable local, state, national or international law or regulation;

3.6.13. do or attempt to do anything which will interfere with or adversely affect the Site and its continued normal operation now or into the future or which is in breach of or inconsistent with the licence you have been granted to access the Site; and

3.6.14. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act or other applicable law in Australia or New Zealand

4. Term and Termination

4.1. The term of this Agreement shall begin on your acceptance of this Agreement and shall continue until terminated as provided herein.

4.2. Your access to the Site shall continue until your membership with Capricorn Society ceases, access to the Site is no longer available through the Capricorn Vehicle Videos website, including where Capricorn ceases to provide access to Capricorn Vehicle Videos to its members or decides in its absolute and unfettered discretion excluding any implied term of good faith to no longer allow access to You, or Your access is terminated as provided for in this Agreement.

5. Additional Representations and Warranties

5.1 You represent and warrant that: (a) you are eighteen (18) years of age or older, (b) you have the right and ability to enter into this Agreement on behalf of yourself and the entity listed by you as a member of Capricorn in the account set-up process; and (c) all information submitted to the Site through your Use of the Site, including, without limitation, through the account set-up process and otherwise, will be true, correct, accurate and complete when supplied and will be updated and revised as and when data previously supplied becomes inaccurate.

Warranty Disclaimer

5.2. AS TO THE SITE, TO THE FULLEST EXTENT PERMITTED BY LAW, SPA AND CAPRICORN EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SPA and Capricorn DO NOT make any representation or warranty regarding any CONTENT AND AVAILABLE FEATURES MADE AVAILABLE ON THE SITE, including without limitation, THE ANIMATED WORKS.

5.3. YOU ASSUME ALL RESPONSIBILITY AND RISK RELATED TO YOUR USE OF THE SITE, INCLUDING, BUT NOT LIMITED TO YOUR USE OF CONTENT AND AVAILABLE FEATURES. NEITHER SPA NOR CAPRICORN WILL BE RESPONSIBLE IN ANY WAY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA OR ANY OTHER FORM OF LOSS OR LIABILITY HOWSOEVER ARISING THAT RESULTS FROM YOU USING THE SITE.

6. Limitation of Liability

6.1. SPA AND CAPRICORN SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, LOST PROFITS OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO OR USE OF THE SITE, INCLUDING, BUT NOT LIMITED TO YOUR USE OF CONTENT AND AVAILABLE FEATURES, EVEN IF SPA AND/OR CAPRICORN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND YOUR SOLE REMEDY AND THE ENTIRE LIABILITY OF SPA AND CAPRICORN ARE AS SET OUT IN THIS AGREEMENT.

6.2. TO THE FULLEST EXTENT PERMITTED BY THE LAW, SPA AND CAPRICORN SHALL NOT BE LIABLE FOR FAILING OR DELAYING PERFORMANCE OF ITS OBLIGATIONS RESULTING FROM ANY CONDITION BEYOND ITS REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, GOVERNMENTAL ACTION DIRECTED AT A PARTY SPECIFICALLY, ACTS OF TERRORISM, EARTHQUAKE, FIRE, FLOOD OR OTHER ACTS OF GOD, LABOR CONDITIONS, POWER FAILURES, OR INTERNET DISTURBANCES.

7. Indemnification

7.1. You agree to defend, indemnify and hold harmless SPA and Capricorn, and each of their officers, directors, partners, shareholders, agents, licensees, licensors and employees from and against all claims, actions, liabilities, losses, expenses, damages and costs, including but not limited to attorney's and solicitor's fees that may, at any time, arise from or relate to (a) your Use of the Site, including, but not limited to your use of Content and Available Features, or (b) any breach by you of this Agreement.

7.2. YOU ARE SOLELY RESPONSIBLE FOR ALL ACTIONS TAKEN BY YOU OR BY ANYONE USING YOUR ACCOUNT.

8. Contact

8.1. For all questions and issues arising under this Agreement, please use the following contact information:
8.1.1. By email: contact@serviceprograms.com.au

9. System Requirements

9.1. You are responsible for the purchase and maintenance, at your sole cost and expense, of any hardware, software, Internet access, and/or related service access and devices required to Use the Site. You acknowledge and agree that your ability to Use the Site will depend on (among other things) the speed of your Internet access and the hardware and software accessing the Site (including whether you have obtained the upgrades and updates that are available for such hardware and software). You acknowledge and agree that SPA or Capricorn may, at any time and without notice to you, in their individual absolute and unfettered discretion excluding any implied term of good faith make changes to or withdraw the Available Features and Content and the requirements (type of Internet access, hardware, software) to use the Available Features and Content.

9.2. The detail and accuracy of the image and specifications of Content that you see as a visitor to the Site will depend on a number of things, including your computer equipment and Internet connections. In addition, there may be updates to the Available Features and Content on the Site in response to the requests and advancements made in the industry. Consequently, SPA and Capricorn cannot and do not guarantee that the Available Features and Content, including but not limited to, images, services or specifications displayed or described to you on the Site are or will remain accurate or current in every detail. You agree that the technical information, opinions, recommendations and other information made available to you on the Site, including commentary regarding particular Content are provided for your convenience only and shall not be relied upon as substitutes for thorough consultation with appropriately trained professionals familiar with your particular needs and circumstances.

10. Miscellaneous

10.1. This Agreement may be amended at any time, upon advance notice to you in any manner compliant with the law, including by email to you at any email address or by way of any other contact information provided by you in the account set-up process, or by notification through the Site. In the event such changes have a material adverse impact on you, your sole remedy is to cease to access and use the Site.

10.2. Clauses 1.1, 3.4, 3.5, 4.2, 6, 7, 9, and 10.2 are provided for the benefit of both Capricorn and SPA and, for the sake of clarity, may be enforced by Capricorn or SPA or relied on by Capricorn or SPA in defence of, or to estop, any proceedings or other action You or any other person may take against Capricorn or SPA. This clause and the clauses referenced herein survive termination of this Agreement.

10.3. Nothing in this Agreement is intended to confer any benefit on any third party (whether such benefit would have arisen under the Contracts (Rights of Third Parties) Act 1999 or otherwise) and no term will be enforceable by any third party.

10.4. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

10.5. To the fullest extent permitted by law, this Agreement and any claim or dispute arising out of or relating to this Agreement will be governed by and construed in accordance with the laws of the State of Western Australia, and the parties agree to submit to the jurisdiction of the courts of that State. Except as otherwise prohibited by law, any claim or dispute must be brought within one (1) year from the date such cause of action arises.

10.6. You may not use, export or re-export the materials at the Site or any copy or adaptation in violation of any applicable laws or regulations including without limitation U.S. export laws and regulations.

10.7. This Agreement constitutes the entire agreement between you, Capricorn and SPA relating to your Use of the Site and shall supersede any other agreement between you, Capricorn and SPA with respect to the subject matter of this Agreement.

10.8. Each party shall perform its obligations under this Agreement in compliance with all applicable international, federal, state and local laws, regulations and ordinances. This Agreement does not create any fiduciary relationships between you and SPA or you and Capricorn, or service providers or other companies that assist with maintaining the Site. This Agreement does not create any relationship of principal and agent, partnership or similar relationship. Where appropriate in context, the conjunctive shall include

10.9. Any rights or obligations hereunder may not be transferred or assigned by you. SPA and/or Capricorn may freely assign and delegate this Agreement and any of its rights or obligations hereunder.