

## **General website Terms and Conditions**

Please read the following terms and conditions (the "Terms"). By using the Website ("Website"), you are taken to consent to the Terms, which shall govern your use of the Website. You should not use the Website if you do not want to be bound by the Terms.

1. These Terms may be modified at any time by Snap-on Tools (Australia) Pty Ltd without notice, and any such modification shall be effective immediately upon posting of the Terms on the Website. By using this Website you agree to periodically review these Terms and be bound by any modifications or amendments made.
2. These Terms were last updated on May 13, 2019.
3. The Website is owned by Snap-on Tools (Australia) Pty Ltd ("Snap-on"), a company incorporated in the state of New South Wales, Australia, ABN 55 010 793 683, whose registered office is at 80 Holbeche Road, Arndell Park, NSW 2148.
4. In order to access certain areas of the Website, you must first register with Snap-on and may need to agree to additional terms and conditions located [here](#) The Software Licence Agreement confirms that Snap-on and its users must comply with the *Competition and Consumer Amendment (Motor Vehicle Service and Repair Information Sharing Scheme) Act 2021* and the *Competition and Consumer Amendment (Motor Vehicle Service and Repair Information Sharing Scheme) Rules 2021* (together, the **MVIS**). In providing service information to you via its products Snap-on is required to collect certain information from you. You agree to comply with all requests by Snap-on to ensure compliance with the MVIS.
5. On registration, you warrant that you are a permanent Australian resident, aged 18 or above and that you will provide Snap-on with complete and accurate registration information. You agree to inform Snap-on of any changes to that information (including, in particular, your e-mail address) by e-mailing [sota.webmasters@snapon.com](mailto:sota.webmasters@snapon.com).
6. Each registration is for a single user only. On registration, you will choose a user name and password. Snap-on does not permit the following: 6.1 any other person sharing your user name and password; 6.2 access through a single name and password being made available to multiple users on a network.
7. You are responsible for all use of the Website made by you or anyone else using your user name and password (collectively, "ID") and for preventing disclosure and unauthorised use of your ID. If you believe that there has been any breach of security such as the disclosure, theft or unauthorised use of your ID or any payment information, you must notify Snap-on immediately by e-mailing [sota.webmasters@snapon.com](mailto:sota.webmasters@snapon.com)
8. Snap-on reserves the right to contact you by e-mail with regard to your use of the Website.
9. Snap-on is committed to your privacy and security. You should refer to the Privacy Policy, which contains important information regarding the use and disclosure of personal information you may provide to Snap-on. You agree that Snap-on may use and disclose personal information about you in accordance with the Privacy Policy. The Privacy Policy is located at [https://www.snapontools.com.au/privacy\\_policy\\_terms\\_and\\_conditions](https://www.snapontools.com.au/privacy_policy_terms_and_conditions)
10. Copyright in the Website and the content of the Website is owned by or licensed to Snap-on or its affiliates. You may print and download portions of the content in accordance with these Terms and on the proviso it is for personal, non-commercial use. In downloading and/or printing materials from the Website, you agree not to change or delete any proprietary notices, trademarks and the like from any materials.
11. SNAP-ON, FLANK DRIVE, BLUE POINT, VANTAGE and SCANNER are registered trademarks of Snap-on Technologies Inc. or its affiliates. All trademarks and service marks on the

Web Site (whether registered or unregistered), domain names, logos and company names referred to on this Website belong to Snap-on Technologies Inc. or its affiliates, or to other proprietors in respect of goods or services originating from those proprietors.

12. Any other copying, redistribution, publication or retransmission of any portion of Website material, including any trademark, service mark, domain name, logo or company name of Snapon or any third party, is strictly prohibited without express written consent of Snap-on. Requests for consent should be directed to [sota.webmasters@snapon.com](mailto:sota.webmasters@snapon.com)

13. You hereby warrant that you will not post or transmit to the Website (or attempt to post or transmit to the Website), whether as part of a message or otherwise, any software viruses, files or code designed to interrupt, destroy or limit the functionality of the Website or any computer software or equipment or any other harmful component.

14. Any purchase you make of any goods through the Website shall be on Snap-on's standard terms and conditions of product sale.

15. Where any applicable legislation implies any term, condition or warranty into the Terms or into Snap-on's relationship with you or otherwise gives you a particular remedy against Snapon, and that legislation or any other legislation avoids or prohibits provisions excluding or modifying the application of or exercise of such implied term, condition, warranty or remedy, the term, condition, warranty or remedy will be deemed to be included in these Terms or, as the case may require, apply to the relationship between Snap-on and you. However, Snap-on's liability for any breach of such implied term, condition or warranty or under such remedy, will be limited, at Snap-on's option, in any one or more of the ways permitted by that legislation including, where so permitted: a) if the breach relates to goods: (i) the replacement of those goods or the supply of equivalent goods; (ii) the repair of those goods; (iii) the payment of the cost of replacing those goods or acquiring equivalent goods; or (iv) the payment of the cost of having those goods repaired; and b) if the breach relates to services: (i) the supplying of those services again; or (ii) the payment of the cost of having those services supplied again. Except as provided in this clause, Snap-on hereby disclaims all warranties, conditions or duties of every nature whatsoever (except any duties of good faith), including without limitation, any implied warranties of satisfactory quality or of fitness for a particular purpose, any express or statutory warranties, and any warranties or duties regarding accuracy, timeliness, completeness, performance, or negligence or of workmanlike effort. Additionally, Snap-on makes no warranty that the Website is free from infection by viruses or anything else that has contaminating or destructive properties but makes reasonable efforts to ensure that the Website is so compliant and free from infection.

16. Snap-on will not be responsible for errors or technical difficulties with the functionality of the Website or of electronic mail transmissions. Snap-on accepts no responsibility for errors in specifications, pictures or illustrations, typographical or photographic errors, or functioning of this Website's software or hardware.

17. The Website contains links to other websites provided by independent third parties ("Third Party Websites"), either directly or through frames. Where possible, Snap-on will make clear where such links are being made, although Third Party Websites may be co-branded with Snapon and so include Snap-on's trademark. Snap-on is not responsible for the availability or content of Third Party Websites and will not be a party to, or in any way responsible for, any transaction concerning goods or services available from such Third Party Websites. The links to Third Party Websites are for your convenience and the inclusion of such links on the Website does not imply any endorsement, guarantee, warranty or representation by Snap-on of the product or services provided to you by any such Third Party Website. Third Party Websites may be subject to different terms of use or privacy policies from this Website.

18. Subject to clause 15, save in the case of death or personal injury caused by Snap-on's negligence or breach of statutory duty, under no circumstances shall Snap-on, its affiliates and any of their respective directors, officers, employees or agents and subcontractors be liable to you or any other party for any special, incidental, indirect or consequential damages of any kind, or punitive loss, or any loss or damages whatsoever, including, without limitation, those resulting from

loss of use, data, sales, goodwill or profits, whether or not Snap-on has been advised of the possibility of such losses, or under any legal or equitable theory of liability, in tort (including negligence), contract or otherwise, arising out of or in connection with the use, communication or transmission with or by the Website.

19. In order to provide a comprehensive resource, Snap-on has collected information from many sources. Such information may include technical or other inaccuracies or typographical errors. If you believe any information is inaccurate, please contact Snap-on at [sota.webmasters@snapon.com](mailto:sota.webmasters@snapon.com)

20. Subject to clause 15, you hereby indemnify, defend and hold harmless Snap-on and its parents, subsidiaries, affiliates, and their directors, officers, employees, agents, and subcontractors against all claims, actions, liabilities, losses, expenses, damages and costs, including, but not limited to, reasonable legal fees, that may at any time be incurred by reason of any claim arising out of your use of or inability to use the Website.

21. These Terms (including the Snap-on Privacy Policy) constitute the entire agreement between you and Snap-on with respect to this Website and supersede all prior or contemporaneous oral, written or electronic communications and proposals between you and Snap-on regarding this Website.

22. Snap-on or you may terminate this agreement at any time. You may terminate this agreement by destroying: (a) all materials and content obtained from the Website, and (b) all related documentation and all copies and installations. Upon termination, you must destroy all materials and content from any computer and/or media and, upon Snap-on's request, certify in writing that all materials and content have been destroyed. In any event, all clauses limiting Snap-on's liability or indemnifying Snap-on shall survive the termination of the agreement

23. No failure or delay by Snap-on to exercise any right under these Terms shall operate as a waiver of such right.

24. The Website and these Terms are governed and interpreted in accordance with the laws of New South Wales, Australia. You and Snap-on agree to submit to the non-exclusive jurisdiction of the courts of New South Wales. This Web Site is designed for use within Australia only.

25. If any part of the Terms are or become illegal, invalid or unenforceable in any relevant jurisdiction, that or those provisions will be: 25.1 interpreted in that jurisdiction, as nearly as possible, to reflect the intentions of the parties; and 25.2 if necessary to maintain the effectiveness of the Terms, be severed for the purpose of that jurisdiction, with the remaining provisions remaining in full force and effect