

LEASETECH LTD

TERMS AND CONDITIONS OF USE

Leasetech Sys42 is a software system provided by Leasetech which allows Resellers to process leasing applications quickly and accurately over the internet. The use of Sys42 is governed by these Terms and Conditions.

Provision of Sys42 Services

Leasetech provides Sys42 to You on the Terms and Conditions outlined here. Your use of Sys42 indicates your acceptance of these Terms and Conditions and any amendments to these conditions made by Leasetech from time to time. Leasetech reserves the right to make any modifications to Sys42 at its absolute discretion at any time without notification to you.

Installation and Operation of Software

To operate effectively, Sys42 needs to be run on a computer with Internet Explorer 5.5 or Mozilla Firefox. If you have any technical difficulties in accessing Sys42 please direct them to Leasetech during normal business hours. Leasetech accepts no responsibility for any loss or damage to any PC hardware or software which you may operate.

Access and Operation

You must access and use Sys42 only in accordance with these Terms and Conditions and any other Terms and Conditions, both expressed and implied, applied to any of the products and services supplied to you by Leasetech which you can access via Sys42. You must ensure that only those people authorised by You to access Sys42, are provided your Username and Password. Leasetech will not accept any responsibility for unauthorised access to the system and subsequent operation. You and your Users shall not supply Your Password to anyone who you do not wish to authorise. You can be held liable for fraudulent applications submitted using your Password and Username. You authorise Leasetech to provide access too and perform any Sys42 services for any person using a valid Username and Password. You authorise such enquiry as it relates to your IP supplier to be made by Leasetech in accordance with the Privacy Act 1993. You acknowledge that Leasetech has no obligation to verify authenticity of any instruction received from You or Your Users sent via Sys42 using Your Username and Password and that Leasetech, may without further enquiry, act upon these instructions.

Duty of Care

You and your Users have a duty of care to ensure all information entered into Sys42 is accurate and that all customer identification and authorisation have been obtained and verified in accordance with Leasetech Policy, Legislation, Regulations prior to transmission of the information. You are responsible for any mistakes in the Information entered by You or Your Users.

Identification

Leasetech will supply you with a Username and initial Password. Leasetech is not responsible for any fraudulent acts or disclosures of information occurring due to an inappropriate allocation of these rights.

Disclosure of Information

In accordance of the Privacy Act 1993 You authorise Leasetech to disclose to any Agency Your information as may be necessary for that Agency to assist in the provision of Sys42 to You.

Termination

Either You or Leasetech by giving 30-days written notice to the other party of termination, may terminate the use of Sys42. Leasetech may terminate the use of Sys42 immediately if You commit an act of bankruptcy, become bankrupt, if a company were placed in receivership or liquidation; or if You commit a material breach of these Terms and Conditions or if You are unable to pay your debts as they fall due.