Online Portal Terms and Conditions

AGREEMENT

1. RAM Trucks Finance, a registered business name of Automotive Lending Solutions Australia Pty Ltd (**RTF, we, us or our**) ABN 70 130 046 794 Australian Credit Licence Number 391464 of 1 Peters Avenue, Mulgrave, Victoria, 3170, provides you the customer (**"You"**) the ability to access the RTF Online Portal and related services. Access to the RTF Online Portal services is subject to the Terms and Conditions set out below.

2. You must only use this service if you are the account holder and over 18 and you have the legal capacity to contract in Australia.

3. If you do not agree to these Terms and Conditions, you must cease your access to the RTF Online Portal and use of the related services.

4. You will only have access to the financial accounts for which you are financially responsible.

YOUR USE OF THE RTF ONLINE PORTAL

5. Unless otherwise informed, you may use the RTF Online Portal for the following service requests:

   (a) view transactions, balances, contract or personal details;

   (b) change your, personal details, payment amount or frequency;

   (c) make an ad-hoc, once-off payment on your account.

6. Unless expressly stated otherwise, the information, products and services accessible via the RTF Online Portal are directed at and provided to persons in Australia only.

7. You should be careful about using services which offer to interface with the RTF Online Portal or other means of electronic banking on your behalf. For example, you may be led to believe that you are inputting your details into the RTF Online Portal while in fact you are disclosing your details to a third party hosting a hoax website.

8. You acknowledge that RTF does not make any representation or warranty regarding the completeness or accuracy of the information on or accessible via the RTF Online Portal.

9. Where there are joint customers and/or guarantors, you are interpreted as giving consent to any access of the RTF Online Portal, related services and your finance contract details requested by another borrower and/or guarantor on the account using their own login details.

10. By accessing the RTF Online Portal, you are making a representation that you have the consent of any other borrowers and/or guarantors on the account to access the RTF Online Portal and the finance contract account details and carry out any service request. To this extent, you indemnify RTF against any claims made against RTF by any other borrower arising from your access or use of the RTF Online Portal.

RTF'S RIGHTS UNDER THE RTF ONLINE PORTAL

11. At any given time, RTF may need to use the RTF Online Portal as a way to securely communicate information to you, any joint borrowers or guarantors regarding your account. By registering to use the RTF Online Portal, you give permission to RTF to use the RTF Online Portal for this purpose.

12. When you make a transaction using electronic equipment you authorise RTF to act on the instructions entered into that electronic equipment. The protection provided under these Terms and Conditions to RTF extends to transactions made with electronic equipment that is not owned by RTF.

CONFIDENTIALITY

13. In order to access the RTF Online Portal and related services, you require a login and password. You are solely responsible for the confidentiality and use of your password, as well as for any communications entered into or payments made through the RTF Online Portal using your password.

14. You agree that it is your responsibility to keep your login details confidential and not to disclose them to any other person.

15. You are responsible for all access to the RTF Online Portal using your login details, **except** where such access occurs without your knowledge due to RTF's error, system failure or other fault despite you taking reasonable steps to keep your login details secure.

16. If you believe that there has been any actual or suspected breach or compromise of your RTF Online Portal account or password, then you must notify RTF customer service immediately by calling 1800 490 683.

17. If we reasonably believe your login details are being used in a way that may cause loss to you or RTF, we may suspend or withhold its use at any time, pending further investigation. Such action will be reviewed and access reinstated once the issue is resolved.

PRIVACY AND WEBSITE SECURITY

18. For information about our information collection practices, please see our Privacy Policy available on the RTF website at. https://www.ramtrucks.com.au/privacy/.

19. RTF's Privacy Policy needs to be read in conjunction with the privacy disclosures you were given when you applied for finance with RTF.

20. RTF's Privacy Policy includes information about:

   (a) the ways RTF may collect, use or exchange your information;

   (b) how you may access and seek correction of the information; and

   (c) how to make a complaint about a breach of your privacy rights, and RTF's complaint handling procedures.

21. You acknowledge that whilst RTF takes reasonable steps to ensure information transmitted and stored by us is secure, we cannot guarantee or warrant that electronically transferred information is safe from interception.

DIRECT DEBIT ARRANGEMENTS

22. These terms of use set out the terms on which RTF may accept and act under a direct debit request ("**your Direct Debit Request**"). It is additional to the arrangement under which you make payments to us.

23. Where you make a request through the RTF Online Portal to permit RTF to debit a nominated bank account or card, RTF will require you to complete a Direct Debit Request authority.

COMPLAINTS

24. RTF accepts that sometimes it can get things wrong, and when this happens RTF is determined to work to make them right again.

25. **Talk to us**: Most problems can be resolved quickly and simply by talking with us. If you have a complaint or believe that we have failed to keep one of our commitments made to you within these terms and conditions, please contact our Dispute Resolution team on **1300 613 182 (Opt 2)**.

26. When you make a complaint to us, we will:

   (a) acknowledge your complaint and make sure we understand the issues;

   (b) do everything we can to fix the problem;

   (c) keep you informed of our progress;

   (d) keep a record of your complaint;

   (e) give you our name, a reference number and contact details so that you can follow up if you want to; and

   (f) provide a final response within 21 days or advise you of the need for more time to complete the investigation.

27. We will investigate and advise if we agree with your complaint. If we disagree, we will provide reasons. If we do agree, we will further advise what (if any) action we consider appropriate to take in response.

28. If you are still not satisfied after having contacted us and given us a reasonable time to respond, then you may contact the Australian Financial Complaints Authority (AFCA) by calling: 1800 931 678 or through their website: www.afca.org.au.

TERMINATION OR SUSPENSION OF YOUR ACCOUNT

29. RTF reserve the right to terminate or suspend your use of the RTF Online Portal where:

   (a) you have paid out your finance contract obligations with RTF;

   (b) you fail to comply with these Terms and Conditions;

(c) we suspect or have evidence that your access to the RTF Online Portal is being used to compromise the security of any of RTF or its service provider's IT systems;

(d) you have instructed RTF to cancel your access.

30. RTF may suspend or terminate your access to the RTF Online Portal at any time. You will be notified in writing at the most recent email address shown on your account.

31. If your access is terminated or suspended, you have the right to request a review of the decision by contacting us via email at finance@ramfin.com.au. We will review your case and notify you of the outcome via email as soon as practicable.

32. Suspension and/or termination of your access does not relieve you of your obligations under any finance contract with RTF. If access to the portal is essential to fulfil your obligations, you must call RTF Customer Service at 1800 490 683 or email them at finance@ramfin.com.au to discuss alternative means for you to continue fulfilling those obligations.

33. You may terminate your access to the RTF Online Portal by calling RTF Customer Service on 1800 490 683 or by email at finance@ramfin.com.au. You may terminate your access to the RTF Online Portal at any time.

34. These Terms and Conditions remain in force until RTF or you terminate your access to the RTF Online Portal.

LIMITATION OF LIABILITY

35. RTF will use due care and skill in providing the RTF Online Portal and related services. There may also be other non-excludable statutory guarantees, implied conditions or warranties under consumer protection laws that cannot be excluded which may apply to RTF's supply of the RTF Online Portal and related services.

36. Subject to your rights under law which cannot be excluded, RTF does not warrant or represent that the RTF Online Portal is complete, accurate, current or free from errors or omission, programming bugs or viruses or secure.

37. The availability of the RTF Online Portal and related services may be subject to numerous factors, including routine maintenance and factors outside RTF's control (such as malfunction in equipment or software, internet access difficulties or delay or failure of transmission).

38. Accordingly, RTF does not warrant or represent that the availability of the RTF Online Portal and related service will be continuous or uninterrupted, that any defects will be corrected, or that the RTF Online Portal and related services (or server that makes it available) are free of viruses.

39. RTF accepts liability to you for breach of any statutory guarantee or other rights under consumer protection laws that cannot be excluded and for loss or damage that was caused by RTF's breach of contract or negligence under the principles applied by the courts. However, except as expressly provided by law, we are not liable for:

(a) reliance by you on the information obtained by using the RTF Online Portal;

(b) loss or damage that was not reasonably foreseeable;

(c) loss or damage that was not caused by RTF's breach of statutory guarantee or contract or by RTF's negligence;

(d) loss or damage that was caused by your breach of contract or your negligence;

(e) business losses (such as lost data, lost profits or business interruptions);

(f) loss or damage caused by events outside RTF's reasonable control (such as a malfunction in equipment or software, internet access difficulties or delay or failure of transmission); or

(g) indirect or consequential loss or damage

GENERAL PROVISIONS

40. Any information provided to you through the RTF Online Portal and related services is solely for your personal needs. If there is any conflict between these terms and conditions and any loan contract or other financial arrangements between You and RTF, then the original loan contract or other financial arrangement provisions prevail.

41. The material on the RTF Online Portal is owned by RTF and/or its service providers and is protected by copyright. You may only use such information and material in connection with the services being accessed via the RTF Online Portal.

42. Your agreement to these Terms and Conditions and related services carried out through the RTF Online Portal are subject to the laws of the State of Victoria. You submit without condition to the non-exclusive courts exercising jurisdiction there.

43. RTF reserves the right to terminate, suspend or alter the RTF Online Portal, the related services provided and these Terms and Conditions at any time. Where RTF terminates or suspends the RTF Online Portal, the related services or seeks to alter it in a way that will have a material detrimental impact on you as determined in RTF's discretion, RTF will endeavour to provide you with prior notice. You retain the right to terminate your use of the RTF Online Portal at any time.

44. Access to the RTF Online Portal is provided at our discretion and we reserve the right to withdraw, cancel, vary or modify the terms and conditions at any time. By continuing to access the portal after such changes are posted online, you agree to be bound by the updated terms. If you do not agree with any revised terms or changes, you must stop using the portal or contact customer service as outline in clause 32.

45. Notice of any changes and/or amendments to any terms and conditions that may materially affect you may be posted as a prominent notice on our website, the RTF Online Portal and/or communicated to you in writing via email.