

IOR Customer IOR Customer Portal Terms and Conditions

These Terms and Conditions, combined with the IOR Group's [Privacy Policy - IOR | Fuelling Australia](#) and [Credit Reporting and Related Personal Information Policy \(Updated Credit Reporting Policy\)](#), any IOR Customer Account credit facility and fuel supply terms, and any additional terms and conditions or notifications, contained or displayed, in this portal, apply to IOR's online customer portal ("IOR Customer Portal"). This portal is operated on behalf of **IOR Pty Ltd ABN 36 009 653 070 ("IOR")**, its related bodies corporate and any of its associates or related entities, collectively, as defined in the *Corporations Act 2001* ("we" / "us" / "our"). To the extent of any inconsistency, your IOR Customer Account terms take precedence over these Terms and Conditions.

References to "you" / "your" means the person(s) liable on the Account and/or any third party you authorise to use the IOR Customer Portal with your Username and Password. If there is more than one of you, "you" means each of you separately and all of you jointly.

This IOR Customer Portal enables you to:

- View information in relation to your Account;
- To obtain information about your Customer Account, such as pricing, invoices or transaction history;
- Update your details;
- Manage user information and access for users within your Customer Account;
- Request and update Tag information for Tags assigned to your Customer Account;
- Order/purchase fuel and equipment, or any other goods and services from IOR;
- Export and report on your Customer Account information.

To use the IOR Customer Portal you will need a Username and a Password and be required to use a multi-factor authentication security procedure (**MFA**) at log-in. IOR uses a second factor of identification to establish your individual authentication through a one-time passcode sent via SMS text or email. **You** will need to enter the one-time passcode sent to you in order to gain access to the IOR Customer Portal.

Please read these Terms and Conditions carefully. If you do not understand any part of these Terms and Conditions, you should contact us on **1300 457 467**.

You agree to be bound by these Terms and Conditions the first time you use this IOR Customer Portal and on every subsequent login to the IOR Customer Portal.

By clicking 'Accept & Continue' on the login page, you expressly acknowledge and agree to be bound by, and to comply with, these Terms and Conditions, and that access to the IOR Customer Portal will be enabled to any person accessing it with your Username and Password.

Definitions

There are words and expressions in these Terms and Conditions have the meaning provided below:

"Account" means each IOR customer account to which we give you access by using the IOR Customer Portal.

"Business Day" means any day other than a Saturday, Sunday or designated public holiday in Brisbane, Queensland.

"Customer" means the individual person or legal entity holding a current, existing and valid Customer Account with IOR.

"Customer Account" means your existing IOR credit facility for the supply of goods and services.

"Password" means the confidential string of characters nominated by you from time to time that adheres to the Password Policy.

"Tag" means a digitally encoded key tag or card issued by IOR to obtain Fuel from an IOR site on your Customer Account.

"Username" means the default username given to you so you can access the IOR Customer Portal. By default your username is set to your email address nominated on your Customer Account.

In these Terms and Conditions:

- (a) the singular includes the plural and vice versa;
- (b) references to a document or agreement include all variations, novations or replacements;
- (c) references to any person (including you or us) include the person and the successors in title, transferees or executors of the person;
- (d) a reference to a person includes a natural person and a corporation;
- (e) a reference to time is to local time in Brisbane, Queensland;

- (f) where any word or expression has a special meaning, any other part of speech or other grammatical form of that word or expression has a corresponding meaning; and
- (g) headings are for convenience only and do not affect interpretation.

Use of the IOR Customer Portal

The IOR Customer Portal provides a platform for conducting a variety of transactions, accessing Customer Account-related information, updating personal details, contacting our customer service team, and obtaining details about our goods and services associated with your Account. Please note that certain services within the IOR Customer Portal are available only for specific Customer Accounts.

IOR may extend or reduce the range of services provided or available in the IOR Customer Portal at any time without notice to you.

Use of the IOR Customer Portal by a third party

If you allow someone to use the IOR Customer Portal using your Username and Password, you are liable for all their activity, including any unauthorised transactions or failure to follow these Terms and Conditions. You are responsible for all actions as if you did them yourself.

Trustees are bound by these Terms and Conditions both personally and as trustees. Corporations must inform us of any changes regarding who is authorised to use the IOR Customer Portal or changes in their authority.

Privacy

You acknowledge that:

- you have read, understood and agreed to the Privacy Statement contained in your IOR Customer Account application together with [IOR's Privacy Policy](#);
- IOR may amend its Privacy Policy from time to time but will make it available at [Privacy Policy - IOR | Fuelling Australia](#); and
- IOR uses cookies, tracking pixels and/or other tracking technologies including the use of HubSpot for data collection and sharing purposes.

You consent to IOR, to the extent permitted by law, collecting, using, and disclosing your personal information for IOR's purposes (as set out above and in the IOR Privacy Policy).

Security of Passwords and Usernames

It is essential to maintain security measures when accessing the IOR Customer Portal. You are required to take all necessary steps to safeguard your Username and Password and prevent any unauthorised use. Specifically, you must:

- Ensure that your Password and Username remain confidential and are not disclosed to anyone not authorised to use the portal;
- Avoid selecting a Password or Username that incorporates your birth date or any alphabetical code easily identifiable as part of your name and that adheres to the Password Policy;
- Exercise caution to prevent others from observing your Password or Username during entry into the IOR Customer Portal;
- Refrain from storing your Password or Username on any device (such as smartphones or laptops) capable of conducting transactions, or on items carried with such devices, unless reasonable security measures have been implemented;
- Always log off and close your browser upon completing an internet session. When using a public computer or mobile device, clear the cache or browsing history after your session.

Failure to exercise reasonable precautions will result in you being liable for all actions conducted via the IOR Customer Portal, irrespective of authorisation. Should you suspect misuse, loss, or theft of your Username or Password, please contact us immediately on **1300 457 467**.

We reserve the right to cancel or suspend your Username or Password without notice if we reasonably believe continued use may result in loss of whatsoever nature to you or to us.

Password Policy

When setting your password, you must adhere to our Password Policy, requiring that passwords:

- **Must not** contain your Username;
- Must be at least 8 characters long;
- Must contain at least 3 of the following:
 - UPPERCASE letters;
 - lowercase letters;
 - numbers; &/or
 - special characters.

Your instructions to us

When you use the IOR Customer Portal, your instructions will be carried out if they are permitted by the Terms and Conditions relating to your Customer Account and they comply with these Terms and Conditions. You authorise us to act on those instructions.

You authorise us to act on all IOR Customer Portal instructions given with your Password and Username. Once received, we may not be able to stop the transaction.

We may, at our discretion and without notice, refuse any instructions from you. You are responsible for the accuracy of instructions provided by you or your agents. We may delay processing a transaction if further information is needed.

Notices

We may provide you with any notice at the email address you have specified to us through the IOR Customer Portal, or by any other method permitted by law. Should your email address change, you are required to promptly update your details on the IOR Customer Portal or notify us accordingly.

Indemnity

You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- did not observe any of your obligations under these Terms and Conditions; or
- acted negligently or fraudulently in connection with these Terms and Conditions.

Availability and accuracy of information and the IOR Customer Portal

Information in the IOR Customer Portal may not be current in real-time. Customer Account transactions and balances typically reflect activity up to the previous Business Day, though some recent transactions might appear. Details may be updated later to show the actual status, such as if a payment is dishonoured.

We will strive to keep the IOR Customer Portal available, but cannot guarantee uninterrupted operation. The portal may be down temporarily for maintenance or other reasons. Please inform us promptly of any issues or downtime.

We may from time to time and without notice to you:

- place limits on the nature of transactions that can be made and the information that can be obtained using the IOR Customer Portal; or
- change the software, system or equipment required to access the IOR Customer Portal. It is your responsibility to supply and maintain any software or equipment (such as a personal computer, internet browser, modem or touch tone telephone) that may be necessary for you to access the IOR Customer Portal.

Subject to any rights that cannot be excluded by law, we are not liable for or in connection with any loss or damage suffered by you or any other person arising directly or indirectly from or in connection with your use of the IOR Customer Portal. This includes but is not limited to loss or damage which may arise as a result of:

- the loss, modification, damage or destruction of hardware or software caused by computer viruses or program bugs or similar causes;
- errors, inaccuracies, omissions;
- delays resulting from failure the IOR Customer Portal network or ancillary equipment; and/or
- failure of the IOR Customer Portal to perform a function in whole or in part.

To the extent to which we are liable, and to the extent to which the law allows, our liability is restricted to re-supplying the services or the cost of re-supplying the services.

We may change, suspend, cancel or deny access to the IOR Customer Portal at any time without prior notice to you.

Processing times and information on your Account

We are under no obligation to process any transactions that you make on the day you require us to make them. However, we will endeavour to process transactions:

- made on a Business Day, within two (2) Business Days; or
- on any available later processing date selected by you.

Changing your Password

You will continue to use the www.customer.ior.com.au URL to access the Customer Portal. On the first login to the new Customer Portal, you will be required to enter your password twice and set up your preferred Multi-Factor Authentication (MFA) method: email or SMS. Your selected method of MFA will be used for all future logins. You can manage your MFA setup by contacting our Customer Service Team on 1300 457 467, or updating your details in your Customer Account.. You can change your Password at any time by going to the IOR Customer Portal login page, choosing 'Forgot your password?' and following the prompts.

Changes to these Terms and Conditions

IOR can change these Terms and Conditions from time to time. Notice of the change will be published and made available on the IOR Customer Portal not less than 14 days before the variation takes effect.

Resolving issues & complaints

Please contact our Customer Service Team on 1300 457 467 or via cst@ior.com.au to notify us of any issues or complaints.

If you become aware of any apparent error in information in IOR Customer Portal then you must notify us promptly.

We will investigate all reported issues and complaints.

Disclaimer

Subject to any rights or warranties which cannot be excluded by reason of any law, including the *Competition and Consumer Act 2010* (Cth) we make no representation or warranty with respect to use of the IOR Customer Portal and accepts no liability for any loss or damage whether direct, indirect or consequential arising out of access, use (or inability to use or access in whole or in part) or reliance upon, any information or services contained on or accessed through the IOR Customer Portal (including information contained in any system or other web based sites linked to the IOR Customer Portal).

To the extent permitted by law, where law prohibits any part of this disclaimer, our liability is limited to re-supply of any information or services or the cost of re-supply of information or services.

Intellectual Property

The IOR Customer Portal contains information, text, photographic, audio, audio-visual and other material ("Information") owned by, licensed to, and/or protected by copyright, trademarks or other laws on behalf of, IOR.

You are permitted to download and/or reproduce in hard copy only Information pertaining to your Account and/or Customer Account for your personal use only. You are expressly prohibited from copying, reproducing, transmitting, , posting, up-loading, republishing, re-distributing, or any other acts within the exclusive rights of the Information owner unless with IOR's prior express.

Termination of use

We can end your use of the IOR Customer Portal at any time with written notice to you.

Governing law

These Terms and Conditions are subject to the laws of Queensland. You submit to the jurisdiction of the Courts of Queensland and the proper jurisdiction of any other Court.