

# BEX Online Customer Portal Terms of Service

Last updated: 25<sup>th</sup> of September 2023

## 1. General

These BEX Online Customer Portal Terms of Service (**Terms**) govern the agreement between Border Express Pty Ltd (ABN 82 000 533 880) and its related entities (**we, us, our**) and any customer (**you, your**) for access and use of the Border Express Customer Portal (**Portal**).

In consideration of us providing you with access to the Portal, you agree to the following terms and conditions set out in:

- (a) these Terms;
- (b) the Border Express Website Terms and Conditions, available at <https://www.borderexpress.com.au/terms>;
- (c) our Privacy Policy, available at <https://www.borderexpress.com.au/privacy/>;
- (d) our conditions of contract, available at <https://www.borderexpress.com.au/conditions-contract/>;
- (e) any other terms that we may provide to you in connection with the Services.

In these Terms, "you" or "your" refers to:

- (a) you as an individual; and
- (b) if you are using the Portal on behalf of an entity (such as a company or other organisation), that entity.

These Terms prevail to the extent of any inconsistency between these Terms and the Website Terms and Conditions.

Capitalised terms used in these Terms have the meaning given to them where they are first used, or as set out in clause 18 (Definitions).

## 2. Changes to the Terms

We reserve the right to change these Terms from time to time. We will publish the updated Terms of Service at <https://bexonline.borderexpress.com.au/bxo/termsfuse>. If a change may adversely impact your rights or obligations under these Terms and Conditions in a material way (**Material Change**), we may specify that the change will not become effective until 30 days from publication (**Notice Period**). If you have a current account with us, we will notify you of any Material Change by e-mail. Following any change to these Terms, the updated Terms will apply on the date of publication or the end of the Notice Period (if any), whichever is later. If you choose to continue using the Portal after this date, you will be deemed to have accepted the updated Terms (which will apply on and from that date).

You should periodically review the Terms and, if you do not agree with any of the changes, you must cease using or accessing the Portal. By continuing to use the Portal, you will be deemed to have accepted the changes to the Terms.

### 3. Your account

To use the Portal, you will need to create and register for an account (**Account**).

You must not create an Account if:

- (a) you already have an existing Account (you are only permitted to have one Account); or
- (b) we have temporarily or permanently suspended your right to use the Portal under clause 7.4.

By creating an Account, you warrant and represent to us that:

- (c) any information you submit is truthful and accurate, and that you will keep your account information up to date; and
- (d) your use and access of the Portal does not violate any applicable laws or regulations, including those in the jurisdiction where you are located when accessing the website.

We may, at our sole discretion, conduct such activities as we consider necessary and appropriate to verify your identity (and the accuracy of any Account registration information you have provided us) for the purpose of approving your Account registration request or monitoring your use of the Portal. As part of conducting these identity verification activities we may use registration information that you provide, together with information from third party sources.

When creating an Account you will be asked to provide certain personal information (including your name, email address, contact phone number and other contact details) and choose a password. Your Account is personal to you, and you may not transfer or assign your Account to any other person. You agree not to use the Account, username or password of another User at any time, and you must not disclose your Account password to any third party. You are solely responsible for any activities engaged in using your Account (whether or not the access is authorised by you). We may require you to change your password if we suspect that the security of your Account has been compromised.

You must:

- (e) keep your Account password confidential and secure;
- (f) notify us immediately if you suspect any unauthorised use of your account or access to your password; and
- (g) promptly update your Account details if any of your contact details change.

If you create an Account and we need to send you any notices in writing, we may send these notices to you by e-mail or post using the contact details you have provided in your Account information.

You are responsible for maintaining the security of your account details, including your password, and accept responsibility for all activities that occur under your account with us. You must not sign up for or own more than one account without requesting permission from Border Express.

We reserve the right to suspend or cancel your account without prior notice if you are in breach of these Terms.

### 4. Services available through the Portal

Your customer Portal account gives you access to

- (a) a user account;
  - (b) a booking and management system for delivery of consignments of goods; and
  - (c) an address book to store receiver details,
- as more specifically described in the BEX Online User Guide.

We may, from time to time and without notice:

- (a) modify (which may include changing, adding or removing) the specific content, features and functionality of the Portal; and
- (b) cease, interrupt or withdraw access to the Portal for any reason, including for upgrades and maintenance of the Portal.

#### **4.1 Making bookings using the Portal**

When using our Service, you must specify:

- (a) the size and weight of goods to be delivered;
- (b) the location of pick-up for the goods
- (c) the location of delivery for the goods
- (d) specify whether any special instruction apply to the goods (e.g., time-sensitive or dangerous goods deliveries)

### **5. Your Responsibilities**

You agree to provide us with accurate information we need in order to provide our Services to you. We are not liable for any loss or damage, cost or expense that arises from any incomplete information provided by you when using the Portal.

We reserve a right to refuse providing you with our Services if the information provided is subsequently found to be inaccurate or incomplete, including not including information relating to time-sensitive deliveries or deliveries of dangerous goods.

It is your responsibility to ensure that:

- (a) only authorised users of your account use and access the Portal. We accept no liability for any loss or damage, cost or expense that arises from unauthorised access to your account, except to the extent of any negligence on behalf of Border Express;
- (b) any goods to be collected and delivered by us are ready for pick-up at the expected time.; and
- (c) any information provided to us by you about third parties has been collected and consented to by third party in accordance with the *Privacy Act 1998* (Cth), including information saved in your address book. Border Express accepts no responsibility for information provided by you in connection with the Services provided.

### **6. Your use of the Portal**

To access the Portal you will need internet access. We do not have any responsibility for Services are unavailable for any reason, including as a result of:

- (a) poor internet connection;

- (b) a telecommunications interruption, delay, bottleneck, failure or fault;
- (c) negligent, malicious or wilful acts or omissions by third parties (including our third party service providers) but not including any fraudulent conduct engaged in on behalf of us;
- (d) maintenance or repairs of the systems used in connection with the provision of the Portal;
- (e) unsupported internet browsers;
- (f) any events beyond our control; or
- (g) services provided by third parties becoming unavailable.

Border Express makes no guarantees that the Portal will be available as and when needed. To the extent permitted by law:

- (a) we make no representations, warranties or guarantees in relation to the availability, continuity, reliability, accuracy, currency or security of the Portal; and
- (b) we will not be liable if the Portal, or any information obtained in relation to the Portal, is inaccurate, outdated or incorrect.

## **6.1 Restrictions on your use of the Portal**

You must not:

- (a) access or use the Portal for any purpose other than those permitted by these Terms;
- (b) remove or tamper with any component of the Portal;
- (c) except to the extent permitted by law, disassemble, decompile, reverse engineer or create derivative works or functionality equivalent software from the Portal or in relation to any service provided by us;
- (d) copy or download, in a systematic manner, any content, graphics, video, text or animation from the Portal or in relation to any Services provided by us, or communicate or otherwise distribute such systematically obtained content, graphics, video, text or animation;
- (e) incorporate any part of the Portal in any product or service to be made available commercially, or attempt to do so; or
- (f) introduce or permit the introduction of, any virus, worm, trojan or other malicious code into the Portal or otherwise in relation to the Services, or in any other manner whatsoever corrupt, degrade or disrupt the Portal, whether directly or indirectly.

## **7. Termination and suspension**

### **7.1 Termination for convenience**

- (a) You may close your Account at any time by notifying the Border Express via:
  - (i) in writing via email or post or
  - (ii) by contacting us on the details listed at clause 19.

Closing your Account will mean you no longer have access to the content associated with your Account and any functionality or features of the Portal which require an active Account to access. If you close your Account, we may delete any content associated with your Account immediately without liability to you.

- (b) We may, acting reasonably, terminate your account at any time at our sole discretion. If we take such action, we will notify you as soon as reasonably practicable. Without limiting the foregoing, we may terminate your account upon 5 days' prior notice.

## **7.2 Termination for cause**

We may terminate your access and use of the Portal if we reasonably suspect that you have breached these Terms or the Website Terms and Conditions. We will provide you with prior written notice where reasonably practicable.

## **7.3 Consequences of Termination**

If this Agreement is terminated (whether by you or by us):

- (a) we are no longer required to provide you with the Services or allow you to access and use the Portal;
- (b) your rights under these Terms to use the Portal or our Services terminate immediately and you must immediately stop all use of the Portal and our Services; and
- (c) termination will not affect any rights or remedies accrued prior to the date of termination which you or we may have under these Terms or otherwise at law.

Without limiting or impacting upon the continued operation of any clause which as a matter of construction is intended to survive the termination of these Terms, clauses 5, 6, 7, 8, 9, 10, 11, 15 and 17 survive the termination of these Terms.

## **7.4 Suspension**

We may, at our sole discretion, suspend your access and use of the Portal if we reasonably suspect that you have breached these Terms and the Website Terms and Conditions. Pending any required investigation in accordance with clause 7.5, we may lift the suspension and grant you access to the Portal. We will notify you as soon as reasonably practicable of any action taken under this clause 7.4.

## **7.5 Investigating prohibited uses of the Portal**

We may, at any time and at our discretion, investigate any reported or suspected breach of these Terms (or other unauthorised or unlawful use of the Portal) by you or any other user.

Following an investigation, we reserve the right to take such actions as we deem necessary to preserve the security and integrity of the Portal, the quality of the Services and our reputation. These actions may include (but are not limited to) suspending or terminating your access to the Portal, reporting any unlawful conduct to the appropriate authorities and otherwise taking appropriate legal action.

# **8. Privacy**

By using the Portal, you agree that we may collect, hold, use and disclose your personal information (including **Customer Data**) as described in these Terms and any other privacy notices that we provide you during your use of the Portal.

When you use the Portal and the Services, we collect personal information that you provide to us or generate through your use of the Portal. This personal information is used for:

- (a) provision of the Services

- (b) any specific purposes for which you provided it to us;
- (c) the general operation of the Portal, so that you can access and use the functions and Services of the Portal; and
- (d) other purposes as otherwise notified to you.

If you do not provide us with the personal information we request, we will not be able to provide the Services to you.

We may be obliged to collect certain personal information to comply with our obligations under the Australian Dangerous Goods Code ADGC and, where applicable, the Civil Aviation Regulations, IATA Regulations and the International Maritime Dangerous Goods Code.

We may disclose some of your personal data to suppliers we engage to provide us with services to enable us to provide the Services to you, including to IT service providers and other transport service providers or as described in our privacy policy (<https://www.borderexpress.com.au/privacy/>). Some of our suppliers are based outside of Australia, and so your personal information may be transferred to, or accessed from, locations outside Australia, including New Zealand.

Our Privacy Policy (available at <https://www.borderexpress.com.au/privacy/>), describes how Border Express may collect, hold, use and disclose personal information in the course of its business operations as a whole. It also explains how you can seek to access or correct any personal information we hold about you, how to complain about a privacy breach and how we will deal with a privacy complaint.

## **9. Data & Security**

### **9.1 Customer Data licence**

We acknowledge that you own any Customer Data provided to us for the purposes of accessing and using the Portal, including requests for our Services.

You grant to us an irrevocable, perpetual, non-exclusive, worldwide, royalty-free licence to use, reproduce, modify, adapt and communicate the Customer Data (and all data and information comprised in the Customer Data), with a sublicense to third parties to enable us to:

- (a) operate the Portal and provide you with our Services; and
- (b) perform statistical and other analyses that are relevant to our business purposes.

You warrant to us that you have all rights necessary to grant this licence, including without limitation the right to provide us any personal information related to any third parties you submit through the Portal.

### **9.2 Security**

We take all reasonable steps to protect your personal information. This includes internal and external security, restricting access to personal information, maintaining technology products to

prevent unauthorised computer access, and regularly reviewing our technology to maintain security.

We utilise industry standard security measures to ensure your information remains private and secure.

## 10. Intellectual Property

Unless otherwise indicated, the Intellectual Property Rights in the Portal and all materials (including all text, data, graphics, logos, software and any other multimedia) made available via the Portal (**Portal Content**) are either owned by us, or licensed to us, and all rights in the Portal Content that are not expressly granted under these Terms are reserved. Nothing in these Terms assigns or transfers ownership of any rights, including Intellectual Property Rights, in or to the Portal or the Portal Content to you.

We grant you a limited right to access and use the Portal, and view the Portal Content, subject to these Terms and in accordance with the BEX Online User Guide. You must not otherwise copy, modify, adapt, publish, transmit, commercially exploit, reproduce or distribute any Portal Content without the permission of the owner of that Portal Content. We reserve the right to review, edit, move or delete any Portal Content from the Portal at any time without notice.

We reserve the right to aggregate and analyse data that we collect, including Customer Data, through the operation of the Portal, as described in our Privacy Policy and these Terms.

## 11. Feedback and Comments

We may from time to time offer areas in the Portal where you and other users can post or otherwise submit suggestions, feedback, ideas, notes, concepts or other information or materials in relation to our business, products and Services (collectively, **Feedback and Comments**).

By posting Feedback and Comments, you represent and warrant that:

- (a) you own or otherwise control all of the rights to your Feedback and Comments, including without implied limitation all copyright;
- (b) your Feedback and Comments are true and accurate;
- (c) your Feedback and Comments do not contain any unlawful, illegal, offensive, threatening, abusive, defamatory, obscene, or infringing material;
- (d) your Feedback and Comments do not (and our use of your Feedback and Comments in accordance with these Terms does not) violate the rights of any other person or entity, including Intellectual Property Rights, moral rights and rights of confidentiality, privacy and publicity;
- (e) where your Feedback and Comments contain personal information about another person, you have the consent of that person to include their information in your Feedback and Comments; and
- (f) your Feedback and Comments comply with applicable laws, rules and regulations.

By sending, posting or transmitting Feedback and Comments to us:

- (a) you grant us (and our successors) a worldwide, non-exclusive, sub-licensable, transferable, royalty-free, perpetual and irrevocable right to use, reproduce, sublicense, distribute, create derivative works of, perform and import your Feedback and Comments in any media now known or hereafter developed, for the purpose of responding to your

Feedback and Comments and for our general business purposes, commercial or otherwise, without compensation to you;

- (b) you consent to us, our successors and sub-licensees doing anything in relation to your Feedback and Comments that, but for this clause, would otherwise infringe any moral rights you may have in the Feedback and Comments under the *Copyright Act 1968* (Cth) or similar rights in other jurisdictions; and
- (c) you acknowledge and agree that all Feedback and Comments are deemed non-confidential and non-proprietary, unless specifically noted in those Feedback and Comments.

You acknowledge and agree that we have the right (but not the obligation) to edit, modify, remove or refuse to use or publish any Feedback and Comments. We take no responsibility and assume no liability for any Feedback and Comments posted by you or any third party. We are not responsible for information that you choose to communicate via Feedback and Comments.

## 12. Usage Data

Without limiting clause 11, we reserve the right to aggregate and analyse usage data that we collect through the operation of the Portal (**Usage Data**). This may include:

- (a) data that is uploaded, transmitted, posted and otherwise generated by you and other users in the course of using the Portal; and
- (b) data that we collect through our use of commercially available automated data collection technologies (including cookies).

You acknowledge and agree that, as between you and us, we own all rights (including Intellectual Property Rights) in the Usage Data. We may use the Usage Data to:

- (a) operate, administer and secure the Portal;
- (b) develop and improve the Portal (including by adding new features and functionality);
- (c) identify and offer our products and services (as well as products and services of our trusted partners) that we think may be of interest to you, other users and third parties, provided that we comply with applicable laws when doing so;
- (d) inform and optimise our advertising activities, and allow us to participate in online advertising networks;
- (e) create datasets that may be used for any purpose (including commercial purposes such as licensing or selling the datasets to third parties). This may include without limitation using data analytics tools to produce data products for third parties such as reports, statistics and datasets for purposes including research and development, performance optimisation, system and data security, and the development of data products such as industry benchmarks, trends and indices. Such use will not directly identify you unless you provide your prior consent; and
- (f) for any other purposes described in our Privacy Policy.

## 13. Cookies

The Portal may use 'cookies' as part of its interaction with your internet browser. Cookies enable us to provide you with a superior, customer-oriented service. A 'cookie' is a small text file placed on your computer by our web server. A cookie can later be retrieved by the Portal's servers. Cookies are frequently used on Portals and you can choose if and how a cookie will be accepted by configuring your preferences and options in your browser. Cookies do not alter the operation



of your computer or mobile device in any way.

It is recommended that you accept cookies to make full use of the Portal. Cookies may also be used to record non-personalised information such as the date or the pages accessed, for the Portal's administration, statistical and maintenance purposes. Any such information will be aggregated and not attributed to individual users.

Most web browsers allow you to disable cookies on your computer. If you disable cookies, you may be unable to use the Portal to the fullest and optimum extent.

We may use the cookies on the Portal (as well as data collected through these cookies) for commercial purposes, including targeting and displaying advertising on our Portal and on third party Portals, social media platforms and advertising networks. Please see our Privacy Policy for further information.

## 14. Linking and Third Party Content

The Portal may contain links to, or display the content of, third parties (**Third Party Content**), including links to websites operated by other organisations and individuals (**Third Party Websites**).

Third Party Content and Third Party Websites are not under our control. We do not endorse, approve or make any warranty or claim regarding Third Party Content, Third Party Websites or the products, services or information available on any Third Party Website, or in respect of the owner or operator of a Third Party Website or their conduct.

If you use or rely upon Third Party Content or Third Party Websites, you do so solely at your own risk.

## 15. Australian Consumer Law

In these Terms of Service, "Australian Consumer Law" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and the corresponding provisions of state and territory fair trading legislation and the terms "Consumer" and "Consumer Guarantees" have the meaning given to them in the Australian Consumer Law.

The Australian Consumer Law provides Consumers with a number of protections including the Consumer Guarantees that cannot be excluded, restricted or modified. Nothing in these Terms and Conditions has the effect of excluding, restricting or modifying a Consumer's rights under the Australian Consumer Law or any other statutory rights which cannot be excluded, restricted or modified. However, where the Australian Consumer Law permits a supplier of goods or services to limit its liability for a failure to comply with a Consumer Guarantee, we limit our liability in accordance with clause 16.2.

## 16. Disclaimers, exclusion of warranties, limitation of liability and indemnity

**16.1** We exclude all implied terms, conditions, guarantees and warranties which otherwise might apply to or arise out of these Terms other than:

- (a) those set out in these Terms; and
- (b) any term, condition, guarantee or warranty which cannot lawfully be excluded or modified by agreement under applicable laws including the Consumer Guarantees under the Australian Consumer Law (**Non-excludable Terms**).

**16.2** To the maximum extent permitted by law (but subject to clause 15), if we are liable for any loss or damage suffered or incurred by you (including for a breach of a Non-Excludable Term) which arises out of or in connection with the Portal or the supply of the Services, including where due to our negligence, our liability is limited (at our option, acting reasonably) to:

- (a) if the breach relates to products provided by us:
  - (i) the replacement of the products or the supply of equivalent products;
  - (ii) the repair of such products;
  - (iii) the payment of the cost of replacing the goods or of acquiring equivalent products; or
  - (iv) the payment of the cost of having the products repaired; and
- (b) if the breach relates to services (including the Services):
  - (i) the supplying of the services again; or
  - (ii) the payment of the cost of having the services supplied again.

**16.3** Where you suffer any loss in connection with the use of Services provided by us under these Terms, you must take all reasonable steps to minimise your loss, including notifying us without delay if there are steps we can take to help minimise your loss.

**16.4** Without limiting your rights and our obligations under the Australian Consumer law and our liability to you if we breach any Non-Excludable Terms (which are subject to clauses 15 and 16.2), you acknowledge and agree that:

- (a) the Services and the Portal, and their functionality and content are provided "as is" and on an as available basis;
- (b) you assume all risks associated with your use of the Services and the Portal, including the risk that your computer, software or data may be damaged by any virus transmitted by the Portal or by any Third Party Content or Third Party Website;
- (c) we do not represent or warrant that the Services or the Portal (or any of its functions or content) will be uninterrupted, available or error free, that defects with the Services or Portal will be promptly corrected, or that the Services or the Portal (or any server that makes them available to you) are free of errors, viruses or malicious code;
- (d) we are not liable to you in connection with these Terms (whether such liability arises in contract, tort (including negligence), under statute or otherwise) for any:
  - (i) act or omission of other users of the Portal;
  - (ii) loss of opportunity, profit, anticipated profit, business, or revenue or any failure to realise anticipated savings, or for any consequential or indirect loss or damage, even if we have been advised of the possibility of such loss or damage;
  - (iii) corruptions to or loss of data or your computer systems or devices;
  - (iv) loss or damage arising from any suspension of access or discontinuance of the Portal;
  - (v) loss to the extent that it was contributed to by you or any other matter outside our reasonable control; and
- (e) our total aggregate liability to you for any loss, damage, liability or expense you suffer or incur in connection with these Terms and which is not excluded under sub-clauses (a) to

(d) inclusive, whether arising under contract, tort (including negligence), under statute or otherwise, is limited to the greater of:

- (i) \$500; and
- (ii) an amount which is equal to the fees you have paid to us [in connection with the Portal and Services in the 12 months prior to the claim].

**16.5** You agree to indemnify us from and against all liabilities, costs, losses and expenses which we or our related bodies corporate (**those indemnified**) may suffer or incur in connection with any:

- (a) third party claims or allegations against those indemnified that are caused by your breach of these Terms;
- (b) any fraudulent act or omission by you or any of your personnel in connection with the use of the Portal or Services;
- (c) any intentional breach of these Terms, or wilful misconduct; or
- (d) any third party claim or allegation against those indemnified that the Customer Data, or Border Express' user thereof as permitted by these Terms infringes any third party rights (including Intellectual Property Rights) or any law.

## **17. General**

**17.1 (Governing Law)** These Terms are governed by and is to be construed under the laws in force in Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria and courts of appeal from them in respect of any proceedings arising out of or in connection with these Terms.

**17.2 (Assignment)** You must not assign, novate or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent (which we may withhold if we reasonably consider that it is against our legitimate business interests). An assignment in breach of this clause is void and of no force and effect. We may assign, novate or otherwise transfer any of our rights or obligations under this Agreement to:

- (a) a related body corporate of ours; or
- (b) the purchaser of part or whole of our business assets or operations relating to the Portal or our Services.

**17.3 (Subcontracting)** We may subcontract the performance of our obligations under these Terms to any person and without notice to you, but we will remain liable to you for the performance of its obligations notwithstanding any such sub-contracting.

**17.4 (Waiver)** A party's rights or remedies under these Terms are not waived by it unless such waiver is in writing and signed by the party granting the waiver. No delay or omission of a party in exercising any rights or remedies shall operate as a waiver of such rights or remedies.

**17.5 (Severance)** If a provision in these Terms is wholly or partly void, illegal or unenforceable in any relevant jurisdiction, that provision or part must, to that extent, be treated as deleted from this Agreement for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of these Terms.

**17.6 (Further assurances)** You agree that you will, at your own expense, do all things and execute all further documents necessary to give full effect to the Agreement and the transactions contemplated by it.

**17.7 (No reliance)** You acknowledge and agree that you have not relied on any statement by us which has not been expressly included in these Terms.

- 17.8 (Entire agreement)** These Terms constitute the entire agreement between you and us regarding access and use of the Platform and supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.
- 17.9 (Notices)** Any notice required to be given to you under these Terms may be given by us to you by any legal means, including notification via any contact details you have provided for your Account. Any notices required to be given by you to us under this Agreement must be sent by mail or email to the contact details set out in clause 19.
- 17.10 (Interpretation)** In the Agreement unless a contrary intention is expressed:
- (a) a reference to a 'person' includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any government agency (whether or not having a separate legal personality);
  - (b) other parts of speech and grammatical forms of a word or phrase defined in the Agreement have a corresponding meaning;
  - (c) a reference to a party to any document includes that party's successors and permitted assigns;
  - (d) a provision of the Agreement may not be construed adversely to a party solely on the ground that the party (or that party's representative) was responsible for the preparation of the Agreement or the preparation or proposal of that provision;
  - (e) the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in the Agreement do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary;
  - (f) if a period of time is specified and dates from a day or the day of an act, event or circumstance, that period is to be determined exclusive of that day;
  - (g) if an act or event must occur or be performed on or by a specified day and occurs or is performed after 5.00 pm on that day, it is taken to have occurred or been done on the next day; and
  - (h) if anything under the Agreement is required to be done by or on a day that is not a business day that thing must be done by or on the next business day.

## **18. Definitions**

**BEX Online User Guide** means the BEX Online (Customer Portal) User Guide located at <https://bexonline.borderexpress.com.au/bxo/legacy/home/quickguide> as may be updated by Border Express from time to time.

**Border Express Website Terms and Conditions** means the terms and conditions found at <https://www.borderexpress.com.au/terms/>.

**Customer Data** means any and all information that you provide to us for the purpose of accessing and using the Portal in connection with the Services.

**Intellectual Property Rights** means copyright (including future copyright) and neighbouring rights (including Moral Rights), all rights in relation to inventions (including patents), registered and unregistered trade marks, business names, domain names, registered and unregistered designs, circuit layouts, confidential information, and all other rights resulting from intellectual

activity in the industrial, scientific, literary or artistic fields anywhere in the world, whether or not such rights are registered or capable of being registered..

**Portal** means the Border Express Customer Portal, also referred to as "BEX Online" and the "BEX Online Customer Portal".

**Services** means any service or product provided to you by Border Express through use of the Portal, including without limitation, the booking and tracking of consignments of goods for delivery, as may be more fully described in the Portal and the BEX Online User Guide.

## 19. Contact details

If you have any queries regarding these Terms, please contact us at:

Address: 140-144 Link Road Melbourne Airport, VIC 3045  
Email: [integrations@borderexpress.com.au](mailto:integrations@borderexpress.com.au)