



CAR NEXT DOOR

MEMBER AGREEMENT

Last Modified: 22 November 2021

1. PARTIES

This Agreement is between:

Car Next Door Australia Pty Ltd ABN 53 163 596 530 (“we”, “us”);

and

The Member (“you”).

2. APPLYING FOR MEMBERSHIP

- 2.1 You can apply for Membership using the online application form on our Website. By submitting a Membership Application, you agree that:
- a) you meet the Eligibility Requirements set out at clause 3.1 when you submit the Membership Application; and
 - b) we will provide credit to you to make use of the Service and as such, you consent to us communicating with a credit reporting agency in the manner described in Schedule 1.
- 2.2 You must inform us immediately if you cease to meet any of the Eligibility Requirements.
- 2.3 We may accept or reject any Membership Application at our discretion.
- 2.4 You warrant that all information provided by you to us in your Membership Application or at any time while you are a Member, including without limitation your name, address, email address, and information about your Driving History or credit record, is true and correct and is all the information we could reasonably require in relation to your Membership and use of the Service. You must ensure that all information provided by you to us is current and up to date. You permit us to verify your identity, including using the Document Verification Service (‘DVS’) to confirm that the personal information you provide to us in your identity documents as evidence of your identity match the information held by the agency which issued that document (also known as the official record holder). Our use of DVS to verify your identity may involve the use of third party systems and services. You can find more information about DVS by visiting the DVS website, or by phone or email as follows: Website: <http://www.dvs.gov.au/Pages/default.aspx>; Phone: (02) 6141 6666; Email: DVS.Manager@ag.gov.au. You must indemnify us for any claim or loss that we suffer as a result of any information that you provide to us in relation to this Agreement, your Membership or your use of the Service being incorrect or misleading in any way, whether intentionally or otherwise.
- 2.5 If you agree to these terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal



entity to these terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

- 2.6 This clause 2 and clause 3 apply from the time you submit a membership application to us. The rest of this Agreement starts when we give you notice that we accept your Membership Application.

3. MEMBER ELIGIBILITY CRITERIA

- 3.1 To become a Member and to continue to be a Member, you must:
- a) be at least 18 years old and no more than 85 years old (noting, however, that Members who are under 21 years of age may only drive a restricted range of vehicles with a minimum driver age less than 21);
 - b) have no licence suspensions or disqualifications, major violations or alcohol/drug related incidents in the past 5 years;
 - c) not have been convicted of, or have any pending convictions for, a criminal offence in any jurisdiction;
 - d) hold a full unrestricted driver licence (unless, if you are an Owner, we agree otherwise in writing);
 - e) have an appropriate credit or debit card with sufficient funds to cover any Fees and Charges that you may incur in relation to your use of the Service; and
 - f) have a satisfactory credit history as reported on your credit record.
- 3.2 You must immediately disclose to us any traffic incidents or driving violations that might affect your eligibility for Membership. If you do not wish to disclose any such incident, you must withdraw your Membership Application or cancel your Membership immediately.
- 3.3 We can suspend or cancel your membership if you are not eligible to continue as a Member.

4. INCORPORATION OF POLICIES; CHANGES TO THIS AGREEMENT

- 4.1 These terms, together with the Policies and the Fee Schedule, form your written agreement with us. you must be familiar with the Policies and comply with them at all times while using the Service. you may obtain the latest version of the Policies and Fee Schedule from us or from our Website.
- 4.2 If you are an Owner, the terms contained in the section titled ‘Owner Agreement’ and in the Owner Guarantee also form part of your written agreement with us.
- 4.3 If there is any inconsistency between the terms of the Agreement and the Policies, the Fee Schedule or your Membership Application, the terms of the Agreement will prevail to the extent of any inconsistency.
- 4.4 We may change the terms of this Agreement, the Policies, the Fee Schedule or the Owner Guarantee at any time by giving you notice by email. Changes will also be posted on our Website. If you do not agree to the changes, you may cancel your Membership in accordance with clause 24 and if you do so within 30 days we will refund any membership fees that you have paid that relate to the period after the cancellation date.



5. USE OF THE SERVICE

- 5.1 We provide the Service to facilitate the sharing of vehicles. Vehicle hire or rental services are provided by Owners to Borrowers under a separate contract, the terms of which are informed by these terms. We may act as an agent of Owners or Borrowers under that separate contract, as provided for in these terms and the Owner Agreement.
- 5.2 We do not control the condition of any Vehicle, the actions of any Member, or the information provided to us by you or other Members and included in any Member Profiles or otherwise made available to you. You are solely responsible for your actions and inactions in relation to your Use of the Service and your interactions with other Members.
- 5.3 We are not liable for, and disclaim any liability related to, your interaction with other Members, your use of other Members' Vehicles or other Members' use of your Vehicle, or any Member's action or inaction, with respect to the Service. You use any Vehicle made available through the Service at your own risk. To the maximum extent permitted by law, we owe you no duty of care, and disclaim all responsibility or liability to you, any passenger or third party (howsoever arising) resulting from any Accident, breakdown or any other failure of a Vehicle.
- 5.4 By using the Service, to the maximum extent permitted by law, you agree that any legal claim or remedy that you seek to make or obtain under a contract for Vehicle rental services, or for actions or omissions of other Members or third parties will be limited to the particular Member or third party and you agree not to attempt to claim against or impose liability on or seek any legal remedy from us with respect to such actions or omissions. If you have a dispute with or claim against one or more Members, you release us (and our officers, directors, agents, and employees) from liability (howsoever arising, whether under contract, tort, statute or otherwise) in any way connected with such disputes or claims.
- 5.5 The Service, including the Booking System, comes with consumer guarantees under the Australian Consumer Law in the *Consumer and Competition Act 2010* (Cth) that cannot be excluded by this Agreement. Nothing in this Agreement affects your statutory rights as a consumer. We give no warranties beyond the consumer guarantees except where they are expressly set out in this Agreement. In particular, to the extent not prohibited by law:
- a) You acknowledge that with the exception of a major failure that continues unremedied for 48 hours, the delivery of the Services (including the availability of the Booking System) is not time critical. We will supply the Services within a reasonable time, and we give no other warranty or guarantee in relation to the availability of the Service (including the Booking System), or that access to the Service (including the Booking System) will be free from interruptions or errors.
 - b) The Services depend upon telecommunications, cloud storage and other services delivered to us and Members by third parties, the availability of which we cannot control.
 - c) If we fail to supply the Services within a reasonable time, or otherwise fail to comply with a consumer guarantee, we will not be liable for any damage, loss or cost, including without limitation loss of expected revenue, loss of profit or loss of opportunity, that is not reasonably foreseeable.



- 5.6 We may offer to issue discretionary risk protection products to Members in relation to the car-sharing activities. Any financial services including protection products in relation to the Service are offered by us as an authorised representative of an Australian financial services licence holder. We act as a manager to Mobility Mutual Limited, the issuer of discretionary risk products including TripCover and Between-Booking Cover. We have authority from the product issuer to manage claims for damage to Vehicles but we are not financially liable for payment of claims. The terms and conditions for membership of Mobility Mutual and the terms and conditions for the discretionary risk product will be provided to you separately when an offer of membership and protection is made by us.

6. USE OF LOCKBOX SYSTEM AND VEHICLE KEYS

- 6.1 For each Booking you make for an Instant Keys Vehicle, we will issue you with a PIN that enables you to access the keys from the Lockbox , or enable you to unlock the Vehicle using your phone. You must:
- a) keep the PIN and your phone secure;
 - b) keep the keys secure throughout the booking until you return them to the Lockbox at the end of the Booking;
 - c) not allow any person other than a Member to use a PIN or your phone to access the Vehicle without our written consent; and
 - d) use the PIN or your phone only to access a Vehicle for which you have a valid Booking.
- 6.2 For each Booking you make for a Key Handover Vehicle, you must arrange to collect the keys as instructed by the Owner. You must:
- a) keep the keys secure throughout the Booking until you return them as directed by the Owner at the end of the Booking; and
 - b) not allow any person other than a Member to access the Vehicle without our written consent.

7. MEMBER PROFILES; USE OF OUR WEBSITE

- 7.1 We will create a Member Profile for you using the information that you provide to us in your Membership Application or by any other method. This Member Profile will be accessible to you via the Member-only section of our Website. Some information from your Member Profile, such as your profile photo, first name, contact details and reviews, may be made available to other Members if you make a Booking for their Vehicle.
- 7.2 You are responsible for updating and maintaining the currency of your own Member Profile on our Website. You must ensure that any information posted in your Member Profile is correct and complete and not misleading.
- 7.3 You warrant that any text, images or other content that would constitute intellectual property of any nature ("Materials") that you include in your member profile or otherwise provide to us does not infringe on the intellectual property rights of any third party. You grant us a non-exclusive, irrevocable, worldwide, perpetual and royalty-free licence to use any Materials that you produce or provide, for the purpose of operating and marketing the Service.
- 7.4 We will take reasonable steps to verify, at the time that a Member is accepted for Membership, that he or she has a current driver licence and that any Vehicle that he

or she makes available for sharing is appropriately registered. However, we do not guarantee the completeness or correctness of this or any other information that Members provide to us at the time of submitting a Membership Application or afterwards. We will not under any circumstances be liable for any loss or damage resulting from or arising in connection with any errors, inaccuracies or misrepresentations in your Member Profile or any other Member's Member Profile.

- 7.5 We will issue you with a Member ID for accessing the Member-only areas of our Website. you must keep your Member ID and password confidential and secure. You must use the Website and the Booking System only for the intended purpose of making valid Bookings for the Service, and you will be liable for any use of our Website, including the Booking System, that is made using your Member ID.

8. ACCEPTANCE AND CANCELLATION OF BOOKINGS

- 8.1 You agree to make arrangements for sharing another Member's Vehicle only through the Booking System.
- 8.2 The minimum Booking Period is one hour. For Vehicles that are parked in marked 'car share parking' bays, the maximum Booking period is 4 days.
- 8.3 You must, for the benefit of any Member whose Vehicle you Book through the Service, other Members and us:
- a) confirm the beginning and end times of any Booking that you make before you begin using a Vehicle;
 - b) only use another Member's Vehicle during the period for which you have a confirmed Booking;
 - c) pay the Booking Fee and any usage fee or other fees set out in the Fee Schedule in connection with your Booking (even if you collect the Vehicle after the start of the Booking Period, return it before the end of the Booking Period, or do not use it at all during the Booking Period) unless you cancel the Booking, in which case clause 8.5 applies; and
 - d) pay the charges set out in the Fee Schedule if you use the Vehicle outside of the period for which you have Booked the Vehicle or fail to return the Vehicle and its key to the proper location at the agreed time.
- 8.4 We may, on behalf of a Member whose Vehicle you have Booked, cancel that Booking (either before the Booking commences or during the Booking Period), if we are unable to take a pre-payment or deposit on your Card, or to collect payment instalments that are payable for a long Booking in accordance with clause 17.3.
- 8.5 If you cancel a Booking, you may be required to pay charges for part or all of the Booking, as set out on our Website.

9. LIABILITY FOR DAMAGE AND LOSS

- 9.1 If you Borrow a Vehicle, you must return it to the Owner in the same condition that it was in at the start of the Booking.
- 9.2 Borrowers are responsible to the Owner and to us for all Damage and Loss that occurs while you have possession of the Vehicle (regardless of whether you caused that Damage and Loss) and for related costs and fees as set out in the Damage Policy and Fee Schedule.

- 9.3 If you Borrow a Vehicle, you must take and provide to us photographs of the Vehicle when you take possession of the Vehicle and when you cease to have possession of the Vehicle, in accordance with the Damage Policy. Failure to do so may mean that you will be deemed under the Damage Policy to have caused, and be liable to the Owner and us for, any Damage and Loss or untidiness to the Vehicle, even if that Damage and Loss or untidiness may have occurred before or after you took possession of the Vehicle. You acknowledge and agree that this system of recording the condition of shared Vehicles and attributing responsibility for damage is a reasonable and necessary condition of your participation in the Service. You agree that it is your responsibility to prove that the Vehicle was not damaged whilst in your possession, and not the Owner's or our responsibility to prove that it was damaged whilst in your possession. You agree to take and upload a complete and clear set of photos showing all exterior surfaces of the Vehicle for each Booking in accordance with the requirements of this clause and of the damage policy.
- 9.4 If you are an Owner, you must inspect the Vehicle and report to us any damage to the Vehicle, in accordance with the Damage Policy. Failure to do so may mean that you will be deemed under the Damage Policy to have caused, and be liable to us for, any Damage and Loss or untidiness to the Vehicle, even if that Damage and Loss or untidiness may have occurred before you re-took possession of the Vehicle.
- 9.5 Subject to clause 10:
- a) If Damage and Loss occurs during a Borrower's possession of the Vehicle, then, in respect of each single Event (being an event that occurs at the same address and time), the Borrower is liable to the Owner for, and will be charged:
 - i) the costs of rectifying the Damage and Loss (which includes the loss and damage to the Vehicle and any assessment, towing, storage and recovery charges)
 - ii) a loss-of-use payment to the Owner for each day that their car is unavailable, calculated on the basis set out in the Damage Policy; and
 - iii) other losses or expenses related to the Accident,for each single Event.
 - b) if Damage and Loss is identified or reported to us in connection with your possession of the Vehicle, we may charge your Card for our account for the amount that we estimate, in good faith, will be sufficient to cover your Damage and Loss Liability.
- 9.6 If you are a Borrower who has Trip Cover for the Booking Period:
- a) you must make a claim to Mobility Mutual for protection under the Trip Cover PDS and protection wording if you are liable for Damage and Loss under this Agreement.
 - b) If you fail to make a claim under Trip Cover within 3 business days of Damage and Loss being reported to us, then you authorise us to act as your attorney and to make a claim in your name.
 - c) If your claim for protection under Trip Cover is approved by Mobility Mutual, then we will charge your Card on behalf of Mobility Mutual to pay your Excess, and Mobility Mutual will pay the remaining amount of your Damage

and Loss Liability up to the Protection Limit in accordance with the terms and conditions contained in the TripCover PDS.

- d) You must comply with the important conditions in the TripCover PDS and you report Damage and Loss to the Vehicle from hail, flood, fire, storm, cyclone or other natural disaster to us as soon as possible and no more than 7 days after it occurs.
- e) If it appears to us that the Damage and Loss Liability may equal or exceed your Excess, we will charge your Card for our account with your full Damage and Loss Liability amount.
- f) If the claim for protection under Trip Cover is denied by Mobility Mutual, or if it appears to us that one or more of the exclusions to Trip Cover applies, we will charge your Card, for the Owner's account, for the full amount of your Damage and Loss Liability amount. We will promptly notify you of the details of the Damage and Loss and the amount to be charged. With the exception of any fees relating to our handling of the matter, we collect these amounts as the Owner's agent.
- g) If you are required to pay the full amount for your Damage and Loss Liability and you dispute the Damage and Loss Liability or the amount charged, you must still pay the amount determined under clause 9.5b) and contact us. We will address or assist you to resolve the dispute in accordance with our Complaints and Dispute Resolution Policy. We may do so on behalf of an Owner if a disputed amount is owed to or has been paid to the Owner, or we may ask you to attempt to resolve the dispute directly with the Owner. If the dispute is resolved in your favour, we will return the disputed amount to you.
- h) If are required to pay the full amount for your Damage and Loss Liability and the actual costs of, or associated with, the Damage and Loss are less than the amount that you have been charged, or if we subsequently recover the costs from Mobility Mutual or from any third parties who may have been at fault, then we will reimburse the difference to your Card within a reasonable time after all costs have been fully quantified and forward to you an invoice for the final amount. Alternatively, if we discover that the actual costs are not covered under this Agreement, if an amount claimed from Mobility Mutual is rejected, or if the actual costs exceed the amount that you have been charged, then we may charge your Card, either for our account or for the Owner's account, with the outstanding amount.

- 9.7 If Damage and Loss to the Vehicle from hail, flood, fire, storm, cyclone or other natural disaster occurs during a period when you have possession of the Vehicle, you must report the Loss or Damage to us via our Website or app as soon as possible and no more than 7 days after it occurs
- 9.8 You must inform us immediately if any of your Driving History details change during the course of your Membership, including (but not limited to) any vehicular accidents that you are involved in (note that these are not limited to "Accidents" as defined)
- 9.9 You (whether as Owner or Borrower) agree to indemnify us for any claim made against us for loss of or damage to any personal property that is connected with your use or possession of a Vehicle, or the use or possession of your Vehicle, including personal property left in the Vehicle.



10. USE OF VEHICLES

- 10.1 If you are a Borrower, then at the start of a Booking Period, and before driving the Vehicle, you must:
- a) check that the Tolling Device is in the Vehicle (for Instant Keys Vehicles listed in NSW, VIC and QLD only);
 - b) check that the fuel gauge shows at least $\frac{1}{4}$ full (and, if it is not, take a photo of the fuel gauge and submit it to us by email or through our app or Website;
 - c) follow any instructions given in our app, Website or by email; and
 - d) take photographs that clearly show all exterior surfaces of the vehicle (and upload these photos in accordance with the Damage Policy); and
 - e) for Key Handover Bookings, take and upload photos of the Vehicle's odometer.
- 10.2 If you are a Borrower:
- a) you must not, for our benefit and the benefit of the Owner, attempt to access a Vehicle without a valid Booking for that Vehicle; and
 - b) you must not permit any person other than a Member to drive a Vehicle that you have booked.
- 10.3 You must not, for our benefit and the benefit of the Owner, operate the Vehicle if your driver licence has expired, has been suspended or is of a category that does not permit you to drive the Vehicle.
- 10.4 You must not tamper or interfere with any Lockbox System or Tolling Device (and must not permit or suffer any other person to do so).
- 10.5 You must not (and must not permit or suffer any other person to), for our benefit and the benefit of the Owner:
- a) operate any device that requires the use of one or both hands while driving, including but not limited to mobile phones, mobile computers, or devices that allow texting;
 - b) carry cargo or baggage that damages the Vehicle or exceeds the Vehicle's carrying capacity;
 - c) carry a number of passengers that exceeds the number that the Vehicle is designed to carry or the number of available seatbelts;
 - d) carry passengers or property for hire, fare or reward, unless you are the Owner of the Vehicle (in which case, you must obtain separate insurance to cover that activity);
 - e) pick up hitchhikers or persons unknown to you;
 - f) transport any inflammable, hazardous, toxic, volatile, poisonous, dangerous or illegal substances or items;
 - g) drive the Vehicle while under the influence of alcohol or drugs or both to the extent that you are incapable of having proper control of the Vehicle or while your blood alcohol content or the level of drugs present in your blood exceeds the limit specified by the law of the state or territory in which the Vehicle is driven;
 - h) use the Vehicle for or in connection with any illegal activity;
 - i) use the Vehicle in contravention of any traffic regulations;
 - j) use the Vehicle in an unsafe or unroadworthy condition;
 - k) engage in any motor sport, time trial, competitive driving or racing or off-road driving;

- l) use the Vehicle to push, propel or tow another car, trailer or any other thing, unless you are the Owner of the Vehicle or an Additional Driver;
- m) use the Vehicle in any way that is reckless, illegal, abnormal or likely to damage the Vehicle or cause a danger to persons or property;
- n) sell, rent or dispose of the Vehicle or any of its parts, or attempt to give anyone legal rights over the Vehicle or any of its parts, unless you are the Owner;
- o) refuse to undergo any breath or blood test or drug impairment assessment when reasonably requested by the police;
- p) smoke in a Vehicle;
- q) allow any animals (other than certified assistance animals) to enter a Vehicle that is not designated pet-friendly, or carry an animal in pet-friendly car without an appropriate carrier; or
- r) place stickers, signs, symbols, or other devices, modifications, advertisements or publicity materials on the interior or exterior of the Vehicle without our permission.

11. ACCIDENTS, THEFT AND BREAKDOWNS

- 11.1 If you are a Borrower and a Vehicle breaks down or is involved in an Accident or is stolen during your Booking Period, you must follow the reporting, claims processing, and repair procedure set out in the Damage Policy and in this clause 11.
- 11.2 You must report any Accident or theft to us as soon as possible after the Accident or theft occurs, even if you are not sure whether the Vehicle or other property was damaged. Reports should be made through the Help Centre on our Website unless we tell you to report it in another way. You must also provide all information we reasonably request concerning the Accident or theft within 48 hours of any request, and deliver a correctly completed Collision or Damage Report Form, including any police witness statements or reports, to us within 48 hours after the Accident or theft.
- 11.3 You must assist us (at our cost and direction) in respect of any claim or action brought in respect of any Accident or theft of the Vehicle, including attending court to give evidence, and tell us about any other insurance or other claim that may be relevant to the claim.
- 11.4 You must not make any admission of liability, offer of compromise, payment, settlement, waiver, release, indemnity or any other admission (other than a true statement made under compulsion of law) in relation to an Accident without our prior written consent. If a claim has been approved by Mobility Mutual, you must comply with the important conditions in the TripCover PDS or Between-Booking Cover PDS and in such cases, our rights under this clause to consent to compromises, settlements, payments and the like which are made by you, will only apply to the extent that any part of a claim is not paid by Mobility Mutual.
- 11.5 You must promptly give us any papers or other documents that you receive concerning an Accident and take reasonable steps to ensure that any other person who receives any such papers or documents concerning the Accident provides those papers and documents promptly to us.
- 11.6 By entering into this Agreement, you consent to and authorise us to obtain copies of any police witness statements or reports made or able to be obtained by you in relation to the Accident, theft of the Vehicle or police charges against you.

- 11.7 If a claim is lodged with Mobility Mutual for TripCover or Between-Booking Cover, you must report to Mobility Mutual in accordance with important conditions in the TripCover PDS or Between-Booking Cover PDS (as relevant). We are permitted to seek information about an Accident on behalf of Mobility Mutual if a claim is lodged with Mobility Mutual. Where we request information acting on behalf of Mobility Mutual, you agree to share it with us for the purposes of assessing a claim under your TripCover or Between-Booking Cover.
- 11.8 Upon any warning lights or messages becoming illuminated or displayed in the Vehicle, or if you become aware of any mechanical fault with the Vehicle, you must as soon as practicable stop driving, park the Vehicle where safe to do so and contact us or the Roadside Assistance service. You must not, for our benefit and the benefit of the Owner, recommence driving the Vehicle unless directed to do so by us, the Owner of the Vehicle, or the Roadside Assistance service. If there is a dispute between a Borrower and the Owner as to whether Damage and Loss was caused by the Borrower's failure to properly attend to warning lights or by an underlying mechanical issue, we may (but are not obliged to) assist with investigating the cause of the issue, and allocate the costs of such investigation, in accordance with the Damage Policy.
- 11.9 If a Vehicle suffers a mechanical fault or breakdown while you are driving it, you must:
- a) report it to us by phone and also call the Roadside Assistance provider; and
 - b) wait with the Vehicle until Roadside Assistance attends the Vehicle.
- 11.10 If there is a mechanical issue at the start of a Booking prior to you commencing driving, you must call us to report the issue.
- 11.11 You must not, for the benefit of the Owner, attempt to jump start the Vehicle, or use the Vehicle to jump start any other vehicle.
- 11.12 Roadside Assistance charges as set out in the Fee Schedule will be passed through to the Member who, in our reasonable opinion, is responsible for the need for the callout.
- 11.13 The cost of replacing a battery that cannot be recharged will be charged to the Owner's account.
- 11.14 If the Vehicle needs to be towed, the cost will be charged to the party who, in our reasonable opinion, is responsible for the need for towing, except where the Borrower has travelled further than 500 kilometres from the Vehicle's Booking location without the express permission of the Owner and us, in which case the Borrower will be responsible for the cost of towing, regardless of fault.
- 11.15 The Borrower is responsible for returning the Vehicle to its Booking location following any tow.
- 11.16 Neither we nor the Vehicle's Owner will provide any compensation or reimbursement for costs or losses you incur as a result of a Vehicle being inoperable or unavailable for any reason. We recommend that you ensure that you have suitable private travel insurance in place to cover such eventualities.

12. REFUELLING

- 12.1 If the Vehicle needs fuel during your trip or in order to return the Vehicle with the fuel tank at least $\frac{1}{4}$ full, you must pay for the fuel and then seek reimbursement from us by uploading or emailing us a tax invoice for the fuel purchase. We will charge the Owner and pass the reimbursement through to you.
- 12.2 If you do not submit a valid tax invoice within three months of the date of the fuel purchase, then we will not charge the Owner or reimburse you.
- 12.3 You must check whether the Vehicle takes diesel or petrol fuel and the fuel octane number specified by the Owner before refuelling, and fill the fuel tank with the fuel specified in the Owner's instructions. You will be fully liable to the Owner for the costs of removing wrong fuel from the Vehicle and any damage caused by using the wrong fuel type in the. Additional fees may apply under the Fee Schedule.

13. RETURNING THE VEHICLE

- 13.1 At the end of the Booking Period, you must, for our benefit and the benefit of the Owner and other Members:
- a) return the Vehicle to the same parking space from which it was collected (if the Vehicle has a dedicated parking space), or to an unrestricted parking space as close as possible to its specified home location for Vehicles collected from a public space, and follow any specific parking instructions given for the Vehicle;
 - b) ensure that the fuel tank is at least $\frac{1}{4}$ full;
 - c) ensure that the Vehicle is no less clean and tidy than when you started the Booking;
 - d) close all of the windows;
 - e) ensure that all lights and accessories are turned off;
 - f) check that you have removed any of your personal possessions from the Vehicle;
 - g) if a Lockbox is usually located on the Vehicle, put it back in place;
 - h) lock the Vehicle with the key then secure the key in the Lockbox (for Instant Keys Vehicles) or return it as directed by the Owner (for Key Handover Vehicles) - the Vehicle is not considered to be returned until and unless the key is also correctly returned;
 - i) take photographs that clearly show all exterior surfaces and the interior of the Vehicle and upload them in accordance with the Damage Policy; and
 - j) if the Vehicle is a Key Handover Vehicle, take and upload photos of the odometer; and
 - k) comply with any other requests or instructions given by the Owner or us.
- 13.2 If you do not do all of these things, you may be held responsible for Damage and Loss to the Vehicle and/or charged an amount in accordance with the Fee Schedule. These amounts may be payable to us for our account or payable to us on behalf of the Owner.
- 13.3 If you use a Vehicle outside of a valid Booking Period, including if you fail to return the Vehicle and its key within 6 hours after the end of the Booking Period, this will be taken to be a theft of the Vehicle and we or the Owner may:
- a) report the Vehicle as being stolen; and/or

- b) take steps to locate, recover and repossess the Vehicle, or engage a third party to recover the Vehicle, without further notice to you.
- 13.4 If the Vehicle is found illegally parked, apparently abandoned or is used or obtained as prohibited under this Agreement, we may, after making reasonable attempts to contact you, recover the Vehicle or engage a third party to recover the Vehicle. To the extent permitted by law, you waive any right to any hearing or to receive any notice or legal process as a precondition of our recovering the Vehicle in accordance with this clause 13.4. Nothing in this clause is intended to limit an Owner's legal rights against a Borrower.
- 13.5 You must pay to us immediately on demand any costs we reasonably incur in recovering a Vehicle under clause 13.3 or 13.4.

14. REVIEWS

- 14.1 Providing reviews about other Members and Vehicles is important to give other Members as much information about the Service as possible. Both Borrowers and Owners are requested to submit reviews following the completion of each Booking.
- 14.2 You must abide by the Review Policy published on our Website when providing feedback, including by not posting any abusive, defamatory, obscene or intimidating material or statements.

15. LIABILITY FOR PARKING AND DRIVING INFRINGEMENTS

- 15.1 If an Infringement Notice is issued in relation to an infringement occurring during a time which you have possession of a Vehicle, or as a result of your failure to leave the Vehicle in a legal, unrestricted parking space at the end of a Booking Period, then you are responsible to the Owner for payment of the Infringement Notice and any demerit points will accrue to your driver licence.
- 15.2 You must pay, for the benefit of the Owner, any Infringement Notice that you are responsible for in full on or before the date that payment is due. If either we, the Owner or the Owner's authorised representative receives an Infringement Notice that you are responsible for, then:
- a) we, the Owner or the Owner's authorised representative will inform the relevant authority that you were the driver of the Vehicle at the time of the Infringement and the authority will then issue the Infringement Notice to you;
 - b) you consent to us providing your personal information to the Owner or their authorised representative for the purpose of informing the relevant authority, or providing your personal information directly to the relevant authority; and
 - c) we may charge you an administration fee for each Infringement Notice received, in accordance with the Fee Schedule.
- 15.3 You will be responsible to the Owner for the full cost of recovery and any damage to the Vehicle should the Vehicle be damaged, seized, towed or impounded whilst in your possession or as a result of your failure to leave the Vehicle in a legal, unrestricted parking space at the end of a Booking Period. These costs will be charged in addition to any additional late fees and/or extended Booking fees resulting from a late return of the Vehicle.



- 15.4 If you dispute your liability for an Infringement Notice, then you may raise the dispute with us and we will deal with it in accordance with the Complaints and Dispute Resolution Policy.

16. LIABILITY FOR TOLLS

- 16.1 You will be liable for payment of any Tolls incurred in relation to the use of a Vehicle during the period for which you have use of that Vehicle.
- 16.2 Your liability for the Toll will commence at the time the Toll is incurred. For Instant Keys Vehicles, we will provide credit to you for the amount of the Toll from that time until the time that payment for the Toll falls due under your monthly invoice. For Key Handover Vehicles you will be liable to the Owner for any Tolls that the Owner's toll statement shows were incurred while you had possession of the Vehicle.
- 16.3 If you dispute a Toll that has been charged to you or for which we have attributed responsibility to you, then you can ask us to review our records to reassess liability for the Toll.

17. FEES AND COSTS

- 17.1 You agree to pay to us (for our account or in certain cases as payment collection agent for Owners or for Mobility Mutual):
- a) any Membership Fee applicable to the Membership Plan that you have selected;
 - b) any additional fees, charges and penalties in accordance with this Agreement and the Policies (or notified by us in accordance with the Agreement from time to time), including without limitation costs relating to any Infringements, Tolls, fuel charges for which you are responsible, any amounts owing for Damage and Loss Liability or other liabilities arising from your use of the Service and from your use of Vehicles;
 - c) all fees and charges that are incurred in relation to the use of the Service using your Member ID, even if you did not authorise the use of your Member ID; and
 - d) GST and all other taxes or levies on any of the amounts payable under this Agreement.
- 17.2 To calculate Fees and Charges, we will use billing information generated or received by us, which may include:
- a) information collected by the Booking System;
 - b) information collected in connection with the use of a Tolling Device;
 - c) information recorded in photographs of the odometer of a Vehicle;
 - d) receipts submitted to us; and
 - e) any other information that is relevant to determining the Fees and Charges applicable to your use of the Service.
- 17.3 We may bill you in advance or arrears for some or all of the Fees and Charges payable by you under this Agreement. We will try to include all Fees and Charges for the relevant billing period on your invoice. However, this is not always possible and we may include these unbilled Fees and Charges in one or more later Invoices.



- 17.4 If you Book a Key Handover Vehicle and do not take and upload valid photos of the odometer at the start and end of your Booking, then we may bill you for distance charges based on the Vehicle Owner's photos or our estimate.

18. DRIVING CREDITS

- 18.1 From time to time, you may be issued with Driving Credits, which can be used to cover the cost of time and distance Booking charges. Driving Credits cannot be used to pay for other expenses such as Membership Fees, Fines, or Damage and Loss Liability.
- 18.2 Driving Credits may have an expiry date and are not transferable or redeemable for cash.

19. DEPOSITS, INVOICING AND PAYMENT

- 19.1 We may charge a deposit to your Card before a Booking Period commences.
- 19.2 We reserve the right to charge you for all or part of the estimated charges relating to your Booking Period, including amounts that we collect on behalf of Mobility Mutual, prior to commencement of the Booking Period and/or in instalments during the Booking Period.
- 19.3 We will issue Invoices to you on a regular basis showing your Membership Fees and itemised Toll charges payable by you in accordance with this Agreement as well as a summary of all Booking charges and payments for the relevant period.
- 19.4 If the Invoice shows an amount owing by you to us or to an Owner, we will charge your Card for that amount on the date shown in the Invoice.
- 19.5 If you fail to pay the amounts that you owe under this Agreement within the time allowed for payment (including if the Card that you have provided to us for payment purposes is declined by the Card issuer or bank or if you request a chargeback from your Card issuer or bank), then at our discretion, we may:
- a) charge a reasonable handling fee;
 - b) charge interest on the outstanding amount, calculated daily at the rate equal to Westpac Banking Corporation standard business overdraft rate plus 2%;
 - c) suspend provision of the Service to you, including your membership of Mobility Mutual and your access to TripCover or Between-Booking Cover, by any means including by restricting or disabling your access to our Website and preventing you from making or accepting Bookings;
 - d) in our absolute discretion, pay to an Owner the amount that you owe to them in advance of collecting such amount from you, in which case such amount will be owed by you to us instead of to the Owner, and/or
 - e) cancel your Membership in accordance with clause 24.1
- 19.6 If you are in default of any obligation to pay money to us or to an Owner or to Mobility Mutual under this Agreement, you must indemnify us for any costs that we pay to any person on your behalf or that we incur on our behalf or on behalf of the Owner or Mobility Mutual in taking action against you to recover that amount.
- 19.7 If you wish to query or dispute the amounts shown on an Invoice, you may do so in accordance with the procedure set out in the Complaints and Dispute Resolution Policy.



20. CREDIT AND DEBIT CARD CHARGES

- 20.1 You authorise us to charge the Card in respect of all Fees and Charges due and payable under this Agreement, including amounts that we collect on behalf of Mobility Mutual.
- 20.2 Where the Card is in your name, you warrant that the Card is Yours and you (whether alone or with another person or other people) are responsible for all amounts charged or debited to that Card. Where the Card is not in your name, you warrant that you are authorised to permit and authorise us to charge the Card in accordance with this Agreement.

21. COMMUNICATION BETWEEN CAR NEXT DOOR AND MEMBERS AND BETWEEN MEMBERS

- 21.1 We may send notices and Invoices under this Agreement to you by email or post. You must ensure that the email and postal address that you have provided to us are correct at all times, and you must check your email regularly.
- 21.2 A notice or bill sent under this Agreement is taken to have been received by you or by us (as relevant):
- a) if sent by ordinary post, on the date two business days after it is posted; or
 - b) if sent by email, four working hours after the time it is sent (unless the sender receives an automated notice that delivery did not occur or has been delayed).
- 21.3 You agree that we may provide your name, email address and telephone number to another Member if you have made a Booking to use their Vehicle or if they have made a Booking to use your Vehicle, so that they can communicate directly with you in relation to that Booking. You must not use the contact details of other Members for marketing or any other unauthorised purpose.
- 21.4 If you have any questions about this Agreement or the use of the Service (including financial services provided by us), you can contact us on (02) 8035 8000 or by chat from our Website, or send an email to members@carnextdoor.com.au.

22. PRIVACY

- 22.1 We will comply with all relevant privacy legislation and our Privacy Policy in relation to your personal information. You can find our Privacy Policy on our Website.
- 22.2 The terms of our Privacy Policy form part of this Agreement. Our Privacy Policy sets out how we collect, use, store and disclose your personal information.
- 22.3 If we do not collect personal information from you, we will not be able to provide our Services to you and if any of the personal information you provide is incomplete or inaccurate, the quality of our services may be compromised.
- 22.4 You consent to us providing your personal information to other Members and to the relevant authorities as set out in clauses 15.2 and 21.3.
- 22.5 You can tell us if you do not consent to our use of such information, or if you do not wish to receive such information, or if you have any questions about our Privacy Policy, by calling us on (02) 8035 8000 or by sending an email to members@carnextdoor.com.au.



22.6 By entering into this Agreement and by providing us with personal information, you represent to us that you have read, and agree to, the terms of our Privacy Policy. When we collect personal information in relation to the discretionary risk products offered by Mobility Mutual, we do so in accordance with the Mobility Mutual Privacy Policy.

23. DISPUTE RESOLUTION

23.1 If you have a complaint or dispute in relation to this Agreement, you can ask us to consider the complaint in accordance with our Complaints and Dispute Resolution Policy, which is available on our Website.

23.2 We reserve the right, but have no obligation, to monitor or assist the resolution of disputes between you and other Members.

23.3 Complaints in relation to Trip Cover or Between-Booking Cover will be handled in accordance with the complaints handling process in the relevant TripCover PDS or Between-Booking Cover PDS.

24. CANCELLATION AND SUSPENSION OF MEMBERSHIP

24.1 We may immediately cancel or suspend your Membership at any time by notice by email if you:

- a) breach the terms of this Agreement or any of the Policies and the breach cannot be remedied or, if the breach can be remedied, you have not remedied the breach within 5 business days after we give you notice of the breach;
- b) in our reasonable opinion, commit any illegal, dishonest or wrongful act, abuse or harass our staff or other Members, or pose a threat to the safety or wellbeing of our staff or other Members or to any Vehicle; or
- c) fail to maintain your eligibility for membership under clause 3 or your membership with Mobility Mutual is cancelled;
- d) fail to make a payment that is due under this Agreement within 2 business days after we give you written notice of the payment default.

24.2 We may cancel your Membership with no less than 30 days' notice for any reason not listed in clause 24.1.

24.3 You may cancel your Membership at any time to take effect at the end of the current month.

24.4 You may cancel your Membership with immediate effect in exceptional circumstances with our agreement.

24.5 If your Membership is cancelled, either by you or by us, then:

- a) you must not use the Service on or after the date of cancellation;
- b) Mobility Mutual may cancel your membership of the mutual and your discretionary protection;
- c) we will issue a final Invoice within 60 business days of the cancellation of your Membership and either make payment to you or charge your Card for amounts owing by you, in accordance with this Agreement; and
- d) this Agreement will terminate on the date that we have received final payment for all amounts owing by you to us under this Agreement.



24.6 Termination of this Agreement does not affect any accrued rights or liabilities up to (and including) the date of termination.

25. GOVERNING LAW, OTHER

25.1 This Agreement is governed by the laws of New South Wales, and each party submits to the non-exclusive jurisdiction of the courts of that state.

25.2 you may only assign this Agreement or a right under this Agreement with our prior written consent. we may assign this Agreement or a right under this Agreement by written notice to you.

25.3 If the whole or any part of a provision of this Agreement is invalid or unenforceable in a jurisdiction it must, if possible, be read down for the purposes of that jurisdiction so as to be valid and enforceable. If however, the whole or any part of a provision of this Agreement is not capable of being read down, it is severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

25.4 Except where this Agreement expressly states otherwise, this Agreement does not create a relationship of employment, trust, agency or partnership between the parties.

26. DEFINITIONS AND INTERPRETATION

26.1 The following definitions apply to this Agreement:

“Accident” means any collision between the Vehicle and any other object, including another vehicle, or any other incident or occurrence that results in the Vehicle being damaged, lost or destroyed.

“Agreement” means the agreement comprising the Member Agreement, the Owner Agreement (for Members who are Car Owners), the Policies and the Fee Schedule.

“Authorised Driver” means a Member who drives a Vehicle during a Booking.

“Availability Schedule” means the times that an Owner has defined during which their Vehicle is available to other Members to Book.

“Between-Booking Cover” means the discretionary risk protection product issued by Mobility Mutual to Owners who are also members of Mobility Mutual to protect them for Damage and Loss when a Vehicle is used incidentally outside of a Booking.

“Between-Booking Cover PDS” means the combined Product Disclosure Statement, Protection Wording and Financial Services Guide issued by Mobility Mutual for Between-Booking Cover, and includes any supplementary or replacement disclosures applicable from time to time.

“Booking” means an instance where a Borrower uses the Service to reserve a Vehicle belonging to an Owner and, in the case of Key Handover Vehicles only, where the Owner of the Vehicle has confirmed the Booking.

“Booking Fee” means the amount charged by us to process each Booking.

“Booking Period” means the period of a Booking (including any amendments to that period that are made and accepted through the Booking System).

“Booking System” means the technology that coordinates Bookings and payments and, in the case of Instant Keys Vehicles, performs the remote management of the Lockbox System.



“Borrower” means a Member who borrows, or makes a Booking to borrow, a Vehicle.

“Borrowing Plan” means a Membership Plan for borrowing Vehicles through the Service.

“Car Next Door” (also “we”, “us” or “our”) means Car Next Door Australia Pty Ltd ABN 53 163 596 530.

“Card” means the credit or debit card that a Member has selected as their primary method of payment to us for amounts owing to us or that we collect as agent for Owners.

“Damage and Loss” means:

- a) damage to the Vehicle that requires repair or replacement (excluding Wear and Tear);
- b) loss arising from theft of the Vehicle or fire damage to the Vehicle;
- c) towing, storage and recovery charges;
- d) fees and charges relating to the assessment or quantification of the loss or damage; and
- e) Third Party Loss,
- f) including any applicable taxes.

“Damage and Loss Liability” means the amount you must pay if you are responsible for Damage and Loss.

“Delisted” means, in respect of a Vehicle, that the Vehicle is made permanently unavailable for Borrowers to Book through the Service (whether by the Owner or by us).

“Driving Credit” means credit provided to Members that can be used to pay for Bookings.

“Driving History” means the driving-related events in your past that we will use to help assess your suitability for the Service.

“Eligibility Requirements” means, in relation to Members, the minimum requirements set out in clause 3 that Members must meet in order to obtain and maintain Membership in the Service; and in relation to Vehicles, means the minimum requirements set out in clause 27 that Vehicles must meet in order to be part of the Service.

“Event” means an event where Damage and Loss occurs at the same address and time. For example, once you have picked up a Vehicle, if you scrape it when reversing out of the driveway it will be one Event. If, later during the Booking Period, you have a collision with a third-party driver, it will be a second Event.

“Excess” means the amount that Mobility Mutual, or Car Next Door as its manager, will charge your Card if a claim is approved by Mobility Mutual, as set out in the terms and conditions for the discretionary protection (TripCover or Between-Booking Cover) and as stated in your Protection Schedule.

“Fee Schedule” means the pages on our Website setting out the fees or charges we may charge you in connection with your Membership or your use of the Service, as updated, published on our Website and notified to Members from time to time.

“Fees and Charges” means the set of charges levied on Members arising from their Membership in, and use of the Service.

“GPS” means Global Positioning System.

“Infringement Notice” means the notification of any driving or parking offence.



“Invoice” means the itemised report of a Member’s use of the Service and will include details of any Fees and Charges incurred and any payments made.

“Instant Keys Vehicle” means a Vehicle that is fitted with the Lockbox System or can be unlocked and used by a Borrower using our technology and the Vehicle’s technology without the need for the Owner or a person authorised by the Owner to deliver to the Borrower the car keys.

“Key Handover Vehicle” means a Vehicle that is not fitted with the Lockbox System.

“Listed” means, in respect of a Vehicle, that the Vehicle is available for Borrowers to Book through the Service.

“Lockbox System” means the combination of the digital lockbox device that holds the car keys (the “Lockbox”), the GPS technology and other peripheral equipment installed in a Vehicle to enable it to participate in the Service.

“Member” means any person whose Membership Application has been accepted by us and whose Membership has not been cancelled, and may be a Borrower or an Owner.

“Member Profile” means the information about you that is stored on our systems.

“Membership” means the state of being an active Member of the Service.

“Membership Application” means an application for Membership, which may be made electronically, and includes all of the information provided by the prospective Member in that form or in connection with that application;

“Membership Fee” means the monthly amount payable by a Member to us according to the Member’s selected Membership Plan(s).

“Membership Plan” means a Sharing Plan or Borrowing Plan. Different plans are available to Borrowers and Owners and their costs and inclusions can be viewed on our Website.

“Mobility Mutual” means Mobility Mutual Limited (ACN 653 040 647).

“Owner” means a Member who makes their Vehicle available to other Members for sharing through the Service.

“Owner Agreement” means the additional set of terms and conditions specific to Owners within this Agreement.

“Owner Guarantee” means the guarantee given by us to Owners who List their Vehicles as part of the Services, as published and amended by us from time to time.

“Policies” means each of the policies as published or made available on our Website from time to time relating to the use of the Service by Members, and includes:

- a) the Complaints and Dispute Resolution Policy;
- b) the Damage Policy;
- c) the Privacy Policy; and
- d) the Website Terms of Use

“Roadside Assistance” means the 24/7 breakdown service provided to Vehicles enrolled in the Service.

“Service” means the service of facilitating peer-to-peer car sharing.

“Sharing Plan” means a Membership Plan for Owners sharing a Vehicle through the Service.

“Third Party Loss” means:



- a) legal liability to pay compensation for accidental loss or damage to someone else's property arising out of an Accident where you or an Authorised Driver were at fault and the legal liability arises out of the use of a Vehicle;
- b) legal liability arising out of the use of a Vehicle that results in death or bodily injury to another person (not including any person who is driving or in charge of the Vehicle or a member of your family), provided that the event or series of related events that gave rise to the legal liability, or any part of it, is not covered or indemnified in any way by any statutory or compulsory insurance or any compensation scheme or fund (except where the lack of coverage or indemnification results from your failure to insure or register your Vehicle or to comply with the requirements of such a policy, fund or scheme);
- c) costs of defending a legal claim for compensation for loss or damage described in (a), provided that we have approved the costs and expenses prior to them being incurred.

"Toll" means an amount charged by the owner or operator of a toll road, and includes any penalties, fees or other amounts charged in relation to the late payment of a toll.

"Tolling Device" means any tag or device installed in a Vehicle for recording electronic Tolls.

"Trip Cover" means the discretionary risk protection product issued by Mobility Mutual to Borrowers who are also members of Mobility Mutual to protect them for Damage and Loss when they borrow or hire a Vehicle.

"TripCover PDS" means the combined Product Disclosure Statement, Protection Wording and Financial Services Guide issued by Mobility Mutual for TripCover, and includes any supplementary or replacement disclosures applicable from time to time.

"Website" means the website www.carnextdoor.com.au and any associated mobile sites and sub-domains, and mobile apps.

"Vehicle" means a vehicle including its standard modifications and accessories as supplied by the manufacturer, keys, remote opening devices and Tolling Device, made available for sharing through the Service.

"Vehicle Profile" means the photographs and other information maintained by the Owner about a Vehicle that is available to other Members through our Website. A subset of the information will also be available to the general public through our Website.

"Your Vehicle" means a Vehicle that an Owner Lists for sharing through the Service.

"Wear and Tear" means the deterioration in the condition of a Vehicle that occurs under normal car-sharing use and conditions, as defined in the Car Next Door Damage Policy.



OWNER AGREEMENT

26.2 This section applies to you as additional terms and conditions and forms part of your Member Agreement, if you are an Owner and you apply to List a Vehicle for Sharing through the Service. The definitions contained on the Member Agreement apply to this Owners Agreement.

27. VEHICLE ELIGIBILITY CRITERIA

- 27.1 A Vehicle that is made available at any time for sharing through the Service must (unless we agree otherwise):
- a) be registered in the state or territory in which it is made available for sharing;
 - b) be in a roadworthy condition at all times, and be submitted for roadworthiness inspections in accordance with any requirements of a regulator in your state or territory;
 - c) be well maintained, with maintenance properly scheduled and recorded using the applicable manufacturer's maintenance schedule as a guide;
 - d) be manufactured during or after the year 2001;
 - e) have been driven fewer than 400,000 kilometres;
 - f) not have been altered in a way that materially changes the performance, appearance or purpose of the Vehicle, except with our written permission;
 - g) have a power rating of less than 200 kilowatts (250 kilowatts for 4WDs);
 - h) have seating for a maximum of 12 passengers;
 - i) be a private passenger vehicle with four wheels; and
 - j) have a market value less than \$40,000 if listed in Victoria and \$50,000 in other states (noting that we may also decline or remove Vehicles with a lower market value threshold from the Service, or require them to implement additional security measures, based on our security and risk management requirements).
- 27.2 You agree that:
- a) we may independently verify your Vehicle's registration details;
 - b) your Vehicle meets all of the Eligibility Requirements set out at clause 27.1; and
 - c) if you are not the registered owner of your Vehicle, the registered owner has given you permission to make your Vehicle available for sharing through the Service. You are fully responsible for securing the owner's permission to list the Vehicle with Car Next Door and complying with the scope of any permission granted.
- 27.3 You may, with our express permission, List a Vehicle while you hold a restricted, learner's or provisional driver licence or while you are not licenced to drive. You must disclose to us any changes or restrictions to your driver licence, including if at any time you hold a learner's or provisional driver licence, and must not use the Service to book or drive any Vehicle other than your own Vehicle while you hold a restricted, learner's or provisional driver licence or while you are not licenced to drive.



28. OWNER RESPONSIBILITIES

28.1 As an Owner of a Vehicle that is offered for sharing through Car Next Door, you must:

- a) ensure that the Vehicle is maintained, serviced and repaired so that it is in a roadworthy condition at all times. If we have any concerns about the safety or maintenance of your car, we may require you to provide proof of maintenance or roadworthiness, and may suspend your Vehicle from the Service until acceptable proof is received;
- b) ensure that the Vehicle is safely operable by any Borrower, and not place in the Vehicle any modifications, devices, equipment or other items that may interfere with the safe operation of the Vehicle;
- c) check the amount of engine oil and coolant in the Vehicle at appropriate intervals and maintain them at the levels recommended in the Vehicle manufacturer's specifications or otherwise as required to maintain the Vehicle's efficient performance;
- d) ensure there is a serviceable spare tyre available at all times along with the necessary tools to change the wheel (unless the Vehicle is fitted with runflat tyres);
- e) maintain the correct registration for the Vehicle and comply with any laws or regulations applicable to Vehicles that are hired out without a driver in your state or territory;
- f) park your Vehicle in a publicly accessible, legal parking space at all times when it is made available for sharing;
- g) follow any reasonable direction given by us in relation to sharing your vehicle that, in our reasonable view, is necessary for to avoid harm to our reputation and brand;
- h) ensure that the fuel tank is more than 1/4 full at the start of any Booking Period;
- i) ensure that the Vehicle is clean at the start of each Booking Period, and not smoke in the Vehicle;
- j) ensure that if the Vehicle is fitted with child restraint(s), these are undamaged and correctly installed in accordance with the manufacturer's instructions;
- k) if your Vehicle is an Instant Keys Vehicle, ensure that the Lockbox is accessible by Borrowers at all times when it is made available for sharing,
- l) if your Vehicle is an Instant Keys Vehicle and listed in NSW, QLD or VIC, ensure that the Tolling Device is in the Vehicle and in the correct location at all times; and
- m) ensure that any dashcams or other recording or tracking devices are operated in accordance with any applicable laws and that their presence is clearly notified to Borrowers in the Vehicle's public description.

28.2 You must be contactable by phone or email and able to respond to queries at all times during a Booking Period.

28.3 If you will not be contactable during a Booking Period, then you must:

- a) provide us with the mobile phone number and email address of a person who is responsible for your Vehicle (your nominated representative); or
- b) ensure that your Vehicle is not made available for sharing during that time.

28.4 You agree that:



- a) we may provide your mobile phone number and email address to other Members so that they can contact you directly with any queries relating to sharing your Vehicle; and
- b) you will inform us as soon as possible of any changes to your mobile phone number or email address.

29. VEHICLE PROFILES

- 29.1 You will be required to maintain a Vehicle Profile for any Vehicle that you have Listed for the Service. This information will be available to other Members. The information includes:
- a) the Vehicle nickname;
 - b) the Vehicle description;
 - c) the Vehicle sharing location;
 - d) photograph(s) of the Vehicle;
 - e) the hourly and daily sharing rates; and
 - f) the Availability Schedule.
- 29.2 You will be able to provide special instructions to Borrowers concerning access to, or the operation of, the Vehicle. This information may be made available on our Website, or communicated to Borrowers by in-app message, email or SMS prior to the start of a Booking Period.

30. ACCEPTANCE AND CANCELLATION OF BOOKINGS

- 30.1 You must:
- a) review the Availability Schedule for your Vehicle regularly;
 - b) ensure that your Vehicle is available at the times and locations for which it has been Booked and, if your Vehicle is an Instant Keys Vehicle, that the Lockbox containing the Vehicle key is accessible by Borrowers; and
 - c) pay the charges set out in the Fee Schedule if your Vehicle is not available to any Borrower who has made a Booking for its use.
- 30.2 All Bookings are automatically confirmed if the Vehicle is shown as available in the Availability Schedule.
- 30.3 If you cancel a Borrower's Booking, you will incur a fee as set out in the Fee Schedule.

31. FEES AND INCOME

- 31.1 With respect to the income generated from your Vehicle:
- a) All amounts quoted and charged or paid are in Australian Dollars (AUD\$);
 - b) You may set the rates for the use of your Vehicle.
 - c) You authorise us, as your payment collection agent, to collect amounts owing to you by Borrowers.
 - d) We will pass through to you a portion of the time and distance fees that Borrowers pay to us for using your Vehicle, and you will owe to us, and we will retain, the remainder of those fees as part of the consideration payable to us in connection with supplying the Service (and the amount retained will include the GST that we must charge you for such supply);



- e) The portion that we pass through to you will be determined by your Sharing Plan.
 - f) We may set off any amounts that you owe to us in connection with this Owner Agreement against amounts that we owe to you.
 - g) If your Vehicle is unregistered or unroadworthy, not fit for purpose or does not match the Vehicle Profile at any time when it is made available for sharing through the Service, we may refund any amounts paid by the Borrower to you on your behalf and charge you for our lost revenue from Bookings that are cancelled or refunded as a result.
 - h) In the event that we do not pass through to you any time and distance fees held by us and owing to you in accordance with this Owner Agreement for whatever reason, you acknowledge and agree that you will have recourse only against us, and no claim or action against the Member who used your Vehicle.
 - i) We will not be required to make any payment to you until we have first received payment of those amounts from the Member or Members who incurred fees or charges in relation to the use of your Vehicle during the relevant billing period.
 - j) We will make any payments owing to you to the bank account that you nominate in your account via our Website.
 - k) We will issue invoices to Members on your behalf for amounts owing to you. you must provide us with all information we ask for so we can prepare the invoice. That might include, for example, your ABN.
- 31.2 You authorise us to enter into, vary, waive, release and terminate agreements with Borrowers to the extent that we do so as your payment collection agent, or in any other agency capacity for you, without requiring your prior approval.
- 31.3 You acknowledge that we may also collect payments from Borrowers on behalf of Mobility Mutual in connection with the Borrower's use of your Vehicle, and that these payments are not payable to you.

32. INVOICING AND PAYMENT

- 32.1 We will issue Invoices to you on a regular basis showing your Membership Fees, Sharing Plan fees, , fees for Between-Booking Cover (where you have it) and any Toll charges or fuel charges payable by you in accordance with the Agreement, as well as the amounts payable to you by Borrowers for the use of your Vehicle and the percentage of these amounts owing by you to us.
- 32.2 If the Invoice shows a net amount owing by you to us, we will charge your Card for that amount on the date shown in the Invoice. If the Invoice shows a net amount owing by us to you, we will pay the amounts shown in the Invoice by the due date shown on the Invoice, in accordance with clause 31.1.
- 32.3 Amounts payable under the Fee Schedule are inclusive of GST. Where GST is payable on any "taxable supply" as defined for GST purposes made to you by us or another person (Supplier) under or in connection with the Agreement and the consideration for that supply is not stated to be GST inclusive:
- a) you must pay an additional amount to the Supplier equal to the amount of the GST payable on that supply (GST Amount), at the same time as any other consideration is to be first provided for that supply; and

- b) the Supplier must provide a tax invoice to you for that supply, no later than the time at which the GST Amount for that supply is to be paid in accordance with clause 32.3a).

32.4 If you are required to quote an Australian Business Number (ABN) relating to the income generated from your Vehicle, you must notify us. We will supply your ABN to Borrowers on your behalf at the time of issuing to Borrowers a receipt for the use of your Vehicle.

33. LOCKBOX SYSTEM AND TOLLING DEVICE (INSTANT KEYS VEHICLES ONLY)

33.1 If your Vehicle is an Instant Keys Vehicle, we will either arrange for installation of the Lockbox System in your Vehicle (defined to mean the combination of the digital lockbox device that fixes to a car window and holds the car keys (the "Lockbox"), the GPS technology and other peripheral equipment installed in a Vehicle to enable it to participate in the Service), or send the Lockbox System to you to install in your Vehicle.

33.2 If we arrange for installation of the Lockbox System in your Vehicle, we will:

- a) ensure that, if we carry out the installation, it is carried out by an appropriately trained and qualified person;
- b) agree with you on a time and place for the installation of the Lockbox System to take place.

33.3 If you do not make your Vehicle available and accessible for a scheduled appointment for installation of the Lockbox System, and have not cancelled or rescheduled the appointment more than 24 hours in advance, then we may charge you a rescheduling fee in respect of the missed appointment.

33.4 We may arrange for a Tolling Device to be provided for your Vehicle. Upon receiving the Tolling Device, you must:

- a) remove any other Tolling Device from your Vehicle prior to the Vehicle being driven;
- b) install the Tolling Device as per the instructions;
- c) ensure that the Tolling Device is in your Vehicle prior to the commencement of each Booking; and
- d) pay all Tolls associated with the Tolling Device, other than Tolls incurred by Borrowers while your Vehicle is in their possession.

33.5 You must not, and must not permit or suffer any other person to, tamper with, interfere with, or remove any part of the Lockbox System or the Tolling Device that has been installed in your Vehicle or any other Member's Vehicle by or on behalf of us.

33.6 You must inform us immediately if any part of the Lockbox System or the Tolling Device is lost, stolen, damaged or not working properly.

33.7 If any part of the Lockbox System or Tolling Device that we provide to you is lost, stolen or damaged, we may charge you a fee, as set out in the Fee Schedule.

34. CHECKING THE VEHICLE

34.1 You are responsible for checking the Borrower's photographs of your Vehicle from the beginning and end of their possession of the Vehicle and for checking your

Vehicle as soon as possible after you re-take possession of the Vehicle and at a minimum, once each week. If you as an Owner find any damage, or if the Tolling Device or Lockbox System are missing or damaged, you must report it to us promptly.

- 34.2 You must report any new damage that you identify in a Borrower's photographs, or submit photographs of any new damage you find that is not recorded in a Borrower's photographs, to us as soon as possible after the relevant Booking Period (and, in any event, within 42 days of the end of the relevant Booking Period).
- 34.3 If you report damage to your Vehicle, we will assist with the investigation and collection of payment from any liable Borrowers who have used your Vehicle within the 42 days prior to your report. If the damage occurred outside that period then you will be responsible for communicating directly with Borrowers to ascertain liability.

35. DAMAGE AND LOSS TO YOUR VEHICLE

35.1 Each Borrower must have Trip Cover for each Booking they make to cover Damage and Loss when they use your Vehicle. If a Borrower is responsible for Damage and Loss under the Member Agreement, the amount that they will be required to pay to you will be:

- a) the reasonable cost of repairing your Vehicle (which may include the use of used parts or parts that were not made by the original equipment manufacturer); or
- b) if your Vehicle is:
 - i) damaged beyond economic repair; or
 - ii) stolen and not recovered,

the market value of your Vehicle at the date of the Accident or theft, as determined by an independent valuer appointed by us or by Mobility Mutual when assessing your claim. If Mobility Mutual approves a claim, we will pay for the repairs to Vehicle, on behalf of Mobility Mutual in accordance with the terms of the TripCover PDS.

- 35.2 If you do not agree with the valuation made by the independent valuer then you may provide us with evidence to support your alternative valuation. The final determination of the market value of your Vehicle will be made by us or by Mobility Mutual.
- 35.3 If a Borrower fails to lodge a claim with Mobility Mutual when the Borrower is liable for Damage and Loss to your Vehicle, we will exercise our rights under the Member Agreement to lodge that claim as their attorney. If a claim for Damage and Loss to Your Vehicle is not approved by Mobility Mutual, the Borrower remains liable to you in accordance with the Member Agreement.
- 35.4 Where you experience loss of use of your Vehicle as a direct result of Damage and Loss caused to the Vehicle by a Borrower, the Borrower may be required to make a payment to you to compensate you for that loss of use, calculated as set out in the Damage Policy in accordance with the Member Agreement.
- 35.5 You will not be entitled to any compensation or payment in relation to any actual or anticipated loss of income generated from your Vehicle.
- 35.6 Borrowers will not be responsible for, and the Owner Guarantee will not cover::

- a) loss of use, depreciation, Wear and Tear, deterioration resulting from existing damage, rust or corrosion or reduction in value;
- b) mechanical, electrical or computer breakdowns, failures or breakages;
- c) Damage and Loss as a result of lawful seizure or impounding (however the Borrower will be responsible for these costs if the seizure or impounding results from his or her actions or inaction);
- d) repairs carried out without our consent;
- e) the cost of repair of old damage, faulty workmanship or incomplete repairs that were in existence prior to the Accident;
- f) Damage and Loss to any non-standard modifications or accessories that were not supplied by the manufacturer; or
- g) Damage and Loss if you make your Vehicle available for Bookings, or drive it Yourself, when it is in an unsafe or un-roadworthy condition.

35.7 We will ensure that whilst your Vehicle is in the possession of a Borrower, as described in the Damage Policy: the Borrower has current membership of Mobility Mutual and discretionary risk protection under Trip Cover for the Booking. If the Borrower is for any reason unable to access Trip Cover, or if their claim for protection under Trip Cover is declined by Mobility Mutual, then You may make a claim under the Owner Guarantee.

35.8 There are limits to the Borrower's level of cover under Trip Cover and to the amount that may be paid under the Owner Guarantee.

36. CLAIMS FOR DAMAGE AND LOSS

36.1 You are deemed to be in possession of the Vehicle for all times other than when a Borrower is in possession of the Vehicle. The deemed periods when of Borrower possession occurs are specified in the Damage Policy under the heading "Who is responsible for damage?"

36.2 You will be fully responsible for Damage and Loss that occurs whilst the Vehicle is in your possession (as opposed to being in the possession of a Borrower). We are not liable to you or any third party in relation to any such Damage and Loss, and you agree to indemnify us for any claims against, or damage or loss suffered by, us as a result of or in connection with any such Damage and Loss.

36.3 If your Vehicle meets the eligibility criteria for Between-Booking Cover, you may choose to purchase Between-Booking Cover from Mobility Mutual to cover your Vehicle for damage and Loss which occurs between Bookings and is protected under the terms and conditions of the Between-Booking Cover PDS.

36.4 If there is Damage and Loss that results from the use or possession of your Vehicle by a Borrower then we will:

- a) Determine the quantification of the Damage and Loss in accordance with clause 35, which may be through quotations for the repairs to your Vehicle and where appropriate an assessment of the damage;
- b) arrange for the completion of our Collision or Damage Report Form;
- c) in accordance with the Member Agreement, collect:
 - i) any Excess from the Borrower if Mobility Mutual approves the claim and pay the Excess to Mobility Mutual on the Borrower's behalf; or



- ii) if the Borrower is not able to access Trip Cover or Mobility Mutual does not approve the claim, the amounts owing to you by the Borrower in relation to the Damage and Loss from the Borrower on your behalf; and
 - d) pay:
 - i) the Trip Cover Excess to Mobility Mutual; or
 - ii) the applicable repair costs and other amounts collected from the Borrower or Mobility Mutual (including any claim settlement) on your behalf, either to you or directly to the repairer on your behalf or to the person you direct us to pay.
- 36.5 We may, in accordance with the Owner Guarantee or otherwise in our absolute discretion pay you in advance of collecting such amount from the Borrower or Mobility Mutual, in which case such amount will be owed by way of reimbursement for the payments we have made, instead of to you.

37. LIABILITY FOR PARKING AND DRIVING INFRINGEMENTS

- 37.1 Subject to clause 16.2 and clause 17, If an Infringement Notice is issued in relation to an infringement occurring during any time other than:
- a) while Borrower has possession of the Vehicle, or
 - b) when your Vehicle incurs a parking fine in the place where it was left by a Borrower,

then you are responsible for payment of the Infringement Notice. Between-Booking Cover does not provide protection for fines, penalties and infringements.

- 37.2 You are responsible for ensuring that your Vehicle's home location as listed in the Vehicle Profile is a place where the Vehicle can be left indefinitely without incurring a parking fine. If a Borrower leaves the Vehicle in its specified home location, then you will be responsible for the payment of any Infringement Notice issued after the Borrower ceases to have possession of the Vehicle.
- 37.3 If you receive an Infringement Notice that you believe is the responsibility of a Borrower, you should notify us and cooperate with us to ensure the Infringement Notice is assigned to the appropriate Member for resolution. Trip Cover does not provide protection for fines, penalties and infringements.
- 37.4 If you dispute your liability for an Infringement Notice, then you may raise the dispute with us and we will deal with it in accordance with the Complaints and Dispute Resolution Policy.

38. OWNERSHIP AND RETURN OF TOLLING DEVICE AND LOCKBOX SYSTEM (INSTANT KEYS VEHICLES ONLY)

- 38.1 If your Vehicle is approved to be an Instant Keys Vehicle then we may provide a Lockbox System to you to facilitate your participation in the Service. Any Lockbox System provided to you will remain our property at all times. The Tolling Device will remain the property of the authority or company that provides them.
- 38.2 You must facilitate the removal of, and return, any Tolling Device or Lockbox System in your possession to us:

- a) before you sell or transfer possession of the vehicle to another person or move it to a location outside of our normal operating area;
- b) if we have sent them to you to install in your Vehicle and you have not installed them within 20 business days of receipt (or another period agreed with us);
- c) upon termination of your Agreement; or
- d) at any other time if we request that you do so.

38.3 If we do not receive the Tolling Device or Lockbox System within 20 business days after our request, or if you transfer ownership or possession of the vehicle to another person without returning these items to us, then you agree to pay us the replacement cost of those items and a reasonable handling fee (as set out in the Fee Schedule) and authorise us to charge these costs to your account.

39. USING THE LOCKBOX

- 39.1 If your Vehicle is equipped with a Lockbox, you may use the Website to generate a personal identification number (PIN) that provides you access to unlock the Lockbox for your Vehicle at any time.
- 39.2 you must keep each PIN secure at all times and only disclose it to your Additional Drivers if they need to access the Vehicle.

40. APPLICATION AND REMOVAL OF STICKERS

- 40.1 We may apply stickers to your Vehicle with your consent, or send you stickers to apply.
- 40.2 If you remove the stickers and do not follow the instructions set out in our Help Centre, then you may damage the paintwork on your Vehicle. we will not be responsible for the costs of repairing any damage caused by your removal of the stickers.

41. LIABILITY FOR PENALTIES, LOSS OR DAMAGE RESULTING FROM FAILURE TO REGISTER YOUR VEHICLE OR ENSURE ITS ROADWORTHINESS

- 41.1 If your Vehicle is unregistered, unroadworthy or does not meet the Vehicle Eligibility criteria set out above in clause 4.1 at any time when it is made available for sharing through the Service, you will be liable, and agree to indemnify and hold harmless us and any Borrowers, for any cost, loss, damage, fines, penalties, claims or liability arising in relation to the use of your Vehicle. Between-Booking Cover does not provide protection for these costs, losses, damage, fines, penalties, claims or liability.

42. SUSPENDING YOUR VEHICLE FROM THE SERVICE

- 42.1 We may suspend your Vehicle from the Service by making it unavailable for sharing at any time at our discretion:
- a) if we consider that you have not complied with the terms of the Agreement, including this Owner Agreement;
 - b) if there is a problem with the Lockbox System or Booking System that affects your Vehicle; or
 - c) for any other legitimate reason to protect the integrity of the Service or our business.



- 42.2 We will not be liable for any direct or indirect loss or cost, including without limitation any loss of income or loss of opportunity, that you suffer as a result of our suspending your Vehicle from the Service or our failure to suspend your Vehicle for the Service.
- 42.3 If we suspend your Vehicle from the Service for cause, to the extent not prohibited by law you will not be entitled to a refund of your Membership Fee or of any payments for the Lockbox System.

43. CANCELLATION AND SUSPENSION OF MEMBERSHIP

- 43.1 If your Membership is cancelled, either by you or by us, then in addition to any other terms in the Member Agreement:
- a) you must not use the Service or otherwise share your Vehicle with Members on or after the date of cancellation;
 - b) your Between-Booking Cover for Your Vehicle will end, your membership of Mobility Mutual will also end and your Vehicle will no longer be protected by Mobility Mutual; and
 - c) you must facilitate the removal of any Tolling Device or Lockbox System (where applicable) that has been issued to you under this Owner Agreement.
- 43.2 As soon as possible after your Membership is cancelled, you must:
- a) return the Lockbox System to us in accordance with our postage instructions; and
 - b) remove any Car Next Door stickers from your vehicle, in accordance with clause 40 (Application and removal of stickers).



Schedule 1

Credit Information and Reporting

(SECTION 18(E)(1) PRIVACY ACT 1988) NOTICE OF DISCLOSURE OF YOUR CREDIT INFORMATION TO A CREDIT REPORTING AGENCY

We may provide credit to you.

We collect, hold and use, information related to your commercial and consumer creditworthiness from credit reporting agencies including Equifax (<https://www.equifax.com.au/contact>), for all purposes permitted by law. We also disclose information to them. This activity is conducted for the purpose of assessing your credit capacity, eligibility or history in connection with an application or an obligation as a guarantor, collecting payments from you, and managing our credit relationship. Creditworthiness information includes information that is both positive (like payment information) and negative (like defaults or serious credit infringements that we may disclose to credit reporting agencies if you fail to pay us). Our privacy policy and the credit reporting agencies' privacy policy (see our websites) have more information on how we, and the credit reporting agencies, manage personal information, including creditworthiness information. The policies also include how you can access, correct, and make complaints about personal information, request that your information is not used for credit pre-screening, and request a ban on use of credit information where you have been a victim of fraud.

PERIOD TO WHICH THIS UNDERSTANDING APPLIES

This information may be given before, during or after the provision of credit to you.

STATEMENT BY APPLICANT(S) FOR CREDIT

You agree to our exchange of creditworthiness information with credit reporting agencies, and agree that we will obtain (and to the extent permitted by law, provide) information about both consumer and commercial credit to credit reporting agencies as stated above.

Your ticking of the check box on the online application form constitutes a binding statement equivalent to your signature under ss.8 and 9 of the Electronic Transactions Act 1999 (Cth).