

# Car Subscription Customer Agreement

## Subscription Terms and Conditions

### 1. INTRODUCTION

- 1.1 Your Subscription Agreement (**Agreement**) with Royal Automobile Association of South Australia (**RAA**) consists of:
- (a) these Subscription Terms and Conditions (**Terms and Conditions**);
  - (b) the Loopit Privacy Policy;
  - (c) the RAA Privacy Policy; and
  - (d) Your Subscription Application.
- 1.2 The Agreement is governed by the laws in South Australia and You agree that courts in that state have exclusive jurisdiction to determine any dispute that arises between You and RAA.
- 1.3 The Australian Consumer Law applies to the Agreement and it provides You with rights that are not excluded, restricted or modified by the Agreement and any provision in this contract is subject to the specific protections and guarantees in that and any corresponding Federal, State or Territory legislation.
- 1.4 RAA uses electronic signatures as a means of entry into the Agreement. When You insert an electronic signature You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Agreement.

### 2. SUBSCRIPTION REGISTRATION

- 2.1 To become a registered Subscriber You must apply for a Subscription account (**Your Account**) with RAA by entering all the required data included in the electronic form available on RAA's website. You may contact RAA over the phone who may assist You with any questions in order to complete this electronic form.
- 2.2 You must provide Loopit and RAA with basic information to confirm Your eligibility by answering questions about Your driver's licence and driving history, including the mandatory information required by clause 3 of these Terms and Conditions. You consent to the information supplied by You being provided to:
- (a) Digital ID for the purpose of performing an identity check; and
  - (b) Experian for the purpose of a credit check; and
- 2.3 If Your identity check fails, You will be unable to proceed, but if it is confirmed, Your registration application will be instantly approved, manually approved or declined.
- 2.4 If a manual approval is required You must provide Loopit and RAA with further information as they shall reasonably require, including but not limited to bank statements, utility bills and pay slips.
- 2.5 When Your Subscription is approved You must pay the Establishment Fee (if applicable) and sign the Agreement as confirmation that You have read and agree to be bound by these Terms and Conditions.
- 2.6 Your Subscription is considered active only when you collect the Vehicle. If you fail to collect the Vehicle between Subscription approval and the conclusion of the Collection Date then Your Subscription will be cancelled.
- 2.7 Each time You make a Booking You reconfirm Your acceptance of these Terms and Conditions.
- 2.8 You warrant and agree that:
- (a) any information You provide as part of Your Account, including Your name, address and other identifying information is accurate, current and complete; and
  - (b) You will keep confidential and not provide to any person Your login details, including any username, password, and/or password hint(s) chosen by You or assigned to You, and any other mechanism for accessing or logging on to the Loopit or RAA website or platform.

### 3. REGISTRATION REQUIREMENTS

- 3.1 To qualify as a Subscriber You must meet all of the following requirements:
- (a) be at least 21 years of age;
  - (b) have no less than 12 months driving experience;
  - (c) hold a valid licence to drive the Vehicle which is:
    - (i) issued in an Australian state or territory or an international licence (with a valid international driving permit or an approved translation into English if Your licence is not issued in English);
    - (ii) appropriate for the class of the Vehicle; and
    - (iii) not subject to any restriction or condition.
  - (d) Your licence must not have been cancelled or suspended within the previous 5 years to the date of Your application;
  - (e) You have not been charged, have charges pending, or have been convicted of any criminal, drink or drug driving offences in the last 5 years;
  - (f) inform Loopit and RAA of any accidents or claims in the last 5 years;
  - (g) not had any insurance declined in the past 5 years;
    - (i) provide Loopit and RAA with any documents Loopit and RAA reasonably request, including but not limited to photo identification, proof of address and photocopies of Your driver's licence; and

- (j) provide Loopit with an acceptable valid bank account for which to direct debit any fees and a signed direct debit authority.
- 3.2 You must immediately notify RAA by either phone or email of any:
- (a) changes to Your contact details including Your phone number, address or email address;
  - (b) changes to Your nominated credit or debit card;
  - (c) suspensions, cancellations or altered conditions of Your driver's licence; or
  - (d) changes to Your nominated bank account for the direct debit authority.
- 3.3 You consent to Loopit and RAA communicating with You electronically via Your nominated email address as your address for receiving notices relating to any aspect of this service and for the purposes set out in RAA's Privacy Policy.
- (a) You understand the risks associated with sending or receiving personal information via email.
  - (b) You should check your nominated email address regularly. Any notice or document Loopit or RAA send to You by electronic communications will be deemed to have been received by You once sent.
  - (c) You may not receive further paper documents. You are responsible for viewing, printing or saving documents or information You receive from Loopit or RAA electronically.

#### **4. SUBSCRIPTION**

- 4.1 There are conditions of Your Subscription that You:
- (a) pay all Fees by credit or debit card or by direct debit, when they become due;
  - (b) prevent any person who is not an Authorised Driver from accessing the Subscription services;
  - (c) not allow any other person, except an Authorised Driver, to drive the Vehicle;
  - (d) maintain a current driver's licence; and
  - (e) comply with these Terms and Conditions and any additional conditions that are notified to you by RAA at the time of applying for Your Subscription.
- 4.2 This Agreement will operate for the Subscription Period and will renew every thirty (30) calendar days automatically unless terminated pursuant to this clause 4.
- 4.3 You may cancel this Agreement by providing no less than thirty (30) calendar days' written notice via email to RAA at [carsubscription@raa.com.au](mailto:carsubscription@raa.com.au). There will be no refund if the date of cancellation takes effect before the expiry of the Minimum Term.
- 4.4 Loopit or RAA may also cancel this Agreement by providing You with thirty (30) calendar days written notice to You.
- 4.5 Loopit or RAA may terminate this Agreement by notice in writing to You if it reasonably believes that You have committed a Major Breach of this Agreement. There will be no refund if this Agreement is terminated under this clause.

#### **5. BOOKINGS**

- 5.1 When applying for a Subscription You may select a Vehicle and a Commencement Date using the online booking process.
- 5.2 Each Subscription, including for any swapped Vehicle, is subject to these Terms and Conditions.
- 5.3 You must always comply with this Agreement including strictly observing the times and dates and duration of Your Subscription Period.
- 5.4 Once RAA have confirmed Your Subscription You have the right to use the Vehicle for the duration of the Subscription Period.
- 5.5 A confirmed Subscription Period does not constitute a lease or give any proprietary right to or interest in the Vehicle and does not give You any rights under the Personal Property Securities Act 2010.

#### **6. SWAPS**

- 6.1 A Swap may be requested no less than 2 Business Days in advance in writing via email to RAA and is subject to Vehicle availability.
- 6.2 You are entitled to Swap the Vehicle for another Vehicle on the platform subject to the completion of the Minimum Term and any other conditions set out in this Agreement.
- 6.3 Swaps are subject to Your extension of Your Subscription Period and require completion of a further minimum term.
- 6.4 A Swap will be subject to a new Subscription Agreement and the Subscription fee applicable to the new Vehicle will apply from the date of the Swap. A new subscription period will apply from the date of the Swap and will be set out in the new Subscription Agreement.
- 6.5 A Swap will be subject to clause 11.5.

#### **7. VEHICLE COLLECTION**

- 7.1 If Your Subscription Application is approved You may collect the Vehicle at a time notified to You by RAA, which will be at least two (2) Business Days after the approval of Your Subscription Application.

- 7.2 At the Start of each Subscription Period when collecting the Vehicle You must inspect it to make sure that any pre-existing Damage is noted and shown in the Vehicle Condition Report. Your failure to note any pre-existing Damage will prejudice Your ability to dispute any Damage occurred during the Subscription Period.
- 7.3 Loopit and RAA strongly recommend that You take photos of each side of the Vehicle, its front, rear and interior in case there is a dispute about Damage detected at the end of the Subscription Period.
- 7.4 When collecting the Vehicle You must sign a document stating that You have picked up the Vehicle and accept the contents of the Vehicle Condition Report.
- 7.5 Only once all requirements established by Loopit and RAA for collection are fulfilled by You will You be able to take the Vehicle for the Subscription Period.

## 8. CONDITIONS OF USE OF THE VEHICLE

- 8.1 Only You or an Authorised Driver may drive the Vehicle. Allowing anyone who is not an Authorised Driver to drive constitutes a Major Breach of the Agreement that not only excludes You and the Authorised Driver from any entitlement to the Damage Waiver benefits set out in clause 11 but also allows RAA to take immediate possession of the Vehicle.
- 8.2 The Vehicle must not be driven by You or an Authorised Driver :
  - (a) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;
  - (b) recklessly or dangerously; or
  - (c) whilst the Vehicle is damaged or unsafe.
- 8.3 You must not, and must ensure that any Authorised Driver does not:
  - (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
  - (b) allow the vehicle to be driven by a provisional or probationary licence holder or learner driver
  - (c) use the Vehicle:
    - (i) for any illegal purpose;
    - (ii) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
    - (iii) to propel or tow another vehicle;
    - (iv) to carry illegal drugs or substances;
    - (v) in connection with the motor trade for experiments, tests, trials or demonstration purposes;
    - (vi) for or in connection with any motorsport; or
    - (vii) in an unsafe or un-roadworthy condition.
- 8.4 You and any Authorised Driver must not:
  - (a) damage the Vehicle deliberately or recklessly or allow anyone else to do so;
  - (b) modify the Vehicle in any way;
  - (c) sell, rent, lease or dispose of the Vehicle; or
  - (d) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009.
- 8.5 You and any Authorised Driver must not use the Vehicle to carry:
  - (a) passengers for hire, fare or reward or for rideshare purposes;
  - (b) more than the number of passengers for which the Vehicle is licensed; or
  - (c) any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.
- 8.6 You or an Authorised Driver must not:
  - (a) use the Vehicle to transport any pets or animals except assistance animals; or
  - (b) smoke in the Vehicle and You must prevent any passenger from doing so.
  - (c) Additional cleaning and deodorising costs must be paid by You upon return of the Vehicle if there is a breach of this clause.
- 8.7 The Vehicle must never be driven on:
  - (a) an Unsealed Road;
  - (b) Off Road; or
  - (c) unless RAA has given prior written permission.
- 8.8 The Vehicle must not be used in any area that is prohibited by RAA. Prohibited areas include:
  - (a) roads that are prone to flooding or are flooded;
  - (b) beaches, streams, rivers, creeks, dams and floodwaters;
  - (c) any road where the police or an authority has issued a warning;
  - (d) any road that is closed;
  - (e) any motorsport track; and
  - (f) any road where it would be unsafe to drive the Vehicle.
- 8.9 You must pay all tolls, speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Vehicle or release of the Vehicle if it has been seized by a regulatory authority. If any of these situations occur, You must either:
  - (a) complete statutory declaration declaring that You were the driver at the time; or
  - (b) if You were not the driver at the time, arrange for the driver to complete a statutory declaration declaring that they were the driver at the time, and You must deliver a copy of the completed statutory declaration to RAA within ten calendar days of RAA's request. You must indemnify RAA from any legal liability arising from any costs incurred by RAA.

- 8.10 You and any Authorised Driver must make sure that the Vehicle is locked when not in use or unattended and the keys or remote control device must be kept in Your possession at all times and are never left in the ignition when the Vehicle is unattended.
- 8.11 You and any Authorised Driver must take reasonable care of the Vehicle by:
- (a) preventing it from being damaged;
  - (b) making sure that it is protected from the weather;
  - (c) maintaining the engine and brake oils and coolant level and tyre pressures;
  - (d) using the correct fuel type; and
  - (e) making sure it is not overloaded.
- 8.12 You and any Authorised Driver must inform RAA immediately if:
- (a) a warning light or fault message appears;
  - (b) You see or become aware of low engine or brake oils, or engine coolant levels;
  - (c) the Vehicle develops any fault during the Subscription Period; or
  - (d) if the GPS tracking device is removed or otherwise ceases to function; and
  - (e) if You fail to notify RAA and continue to use the Vehicle after the occurrence of one of the circumstances listed in clauses (a) – (d) You will be responsible for any Damage or Third Party Loss.
- 8.13 You must not let anyone else repair or work on the Vehicle or tow or salvage it without RAA's prior written authority to do so.
- 8.14 Where directed by Loopit or RAA, You will be required to take the Vehicle to an approved service provider for repairs or maintenance, including for the purpose of servicing the GPS tracking device.
- 8.15 Where RAA has determined the Vehicle cannot be driven or used by You or any Authorised Driver due to repair or work on the Vehicle, a courtesy or replacement Vehicle may be provided only where the expected duration of the repair or work on the Vehicle exceeds 2 business days. A courtesy or replacement Vehicle must be collected by You from RAA subject to clause 7.
- 8.16 Where RAA has given You prior authority to repair the Vehicle You must keep and produce to RAA the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by RAA.
- 8.17 Any entitlement to reimbursement is subject to there being no Major Breach of the Agreement and that You have paid all Fees.
- 8.18 You and any Authorised Driver must not leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator.
- 8.19 You must pay for the fuel costs incurred for the use of the Vehicle, including any required additive such as AdBlue.

## 9. TOLL CHARGES

- 9.1 You must pay for the toll road operator for the use of the Vehicle on toll roads and it is Your responsibility to fit an electronic tag (e-tag) to the Vehicle and promptly pay all toll road fees and charges.
- 9.2 You must notify RAA of the e-tag number fitted to the Vehicle.
- 9.3 If You fail to fit an e-tag or the e-tag is not recognised by a toll road, RAA will charge You the toll fee, a number plate recognition fee and a \$2.50 processing fee per toll charge incurred, and any other costs incurred by RAA.
- 9.4 Tagless toll accounts are not supported.

## 10. DAMAGE WAIVER

- 10.1 You agree that Loopit and RAA do not provide insurance to You or any Authorised Driver under this Agreement and this Agreement is not an insurance contract.
- 10.2 Included in your Subscription Fee is payment for the provision of the waivers set out in this clause 10 (excluding payment for any applicable Damage Waiver Fee).
- 10.3 Subject to clause 10.4, You are responsible for all Damage to, theft of, and any other loss of, the Vehicle that occurs during the Subscription Period and until the Vehicle is returned in accordance with clause 11, even if it was not your fault, and you must reimburse RAA for any loss incurred by RAA in connection with damage to, theft of, or other loss of the Vehicle.
- 10.4 RAA will waive your obligation under clause 10.3 for loss, theft and damage occurring to the Vehicle if:
- (a) You pay the Damage Waiver Fee for each incident that resulted in the damage, theft or loss (provided that RAA will not require payment of the Damage Waiver Fee if You were Not at Fault);
  - (b) You and any Authorised Driver provide all reasonable assistance requested by RAA to recover its loss (including in connection with any claim made on an insurance policy held by RAA); and
  - (c) Neither You or any Authorised Driver have committed any Major Breach of this Agreement.
- 10.5 Subject to clause 10.6, You are responsible for all Third Party Loss in connection with the Vehicle during the Subscription Period and until the Vehicle is returned in accordance with clause 11, even if it was not your fault and You indemnify RAA for any loss incurred by RAA in connection with any Third Party Loss.
- 10.6 RAA will take out an insurance policy in the name of RAA that will apply to Third Party Loss in connection with the Vehicle. RAA agrees to limit Your and any Authorised Driver's liability under clause 10.5 for Third Party Loss (excluding any claim made for personal injury or death, loss of income or other consequential loss) to the Damage Waiver Fee and RAA will seek to ensure that the Third Party Loss will be covered by the insurance policy taken out by RAA in the name of RAA if:
- (a) You pay the Damage Waiver Fee for each incident that resulted in the Third Party Loss (provided that RAA will not require payment of the Damage Waiver Fee if You were not at fault);

- (b) You and any Authorised Driver provide all reasonable assistance requested by RAA to recover its loss (including in connection with any claim made on an insurance policy held by RAA);
- (c) Neither You or any Authorised Driver have committed a Major Breach of this Agreement; and
- (d) the Third Party Loss is not covered by compulsory third party insurance or by any other policy of insurance under which You or an Authorised Driver are entitled to cover.

## 11. VEHICLE RETURN

- 11.1 You must request in writing to RAA of Your intention to return the Vehicle by providing no less than thirty (30) calendar days' notice. If You return the Vehicle prior to the completion of the Minimum Term, You will be required to pay the remaining Subscription Charges for the Minimum Term. You will be required to return the Vehicle to the specified dealer at the agreed time only.
- 11.2 If You fail to return the Vehicle upon the expiration or termination of the Subscription Period and/or at the agreed time:
  - (a) RAA may terminate the Agreement and remotely disable the Vehicle using a telematics device and:
    - (i) if the Vehicle's location is known RAA may repossess the Vehicle from its current location without using unreasonable force and if the Vehicle is located on Your premises You give RAA permission to access and enter Your premises to do so; and
    - (ii) if its location is unknown, after making reasonable attempts to contact You, RAA will report the Vehicle as stolen to the Police.
  - (b) You must provide a further two (2) Business Days' notice request in writing to RAA of your intention to return the Vehicle under clause 11.1.
- 11.3 You must pay all costs and charges associated with its recovery and repossession under clause 11.2, even if all arrears are fully paid subsequent to repossession. These include:
  - (a) towing, recovery and storage charges;
  - (b) release fees claimed by third parties, including from compounds where the Vehicle has been lawfully seized by a regulatory authority; and
  - (c) repossession agent's fees.
- 11.4 If You return the Vehicle with less than a full tank of fuel, a Refuelling Fee or \$1.50/litre to fill the Vehicle, whichever is higher, will apply.
- 11.5 You must:
  - (a) return the Vehicle:
    - (i) to the location provided by RAA; and
    - (ii) in the same condition it was in at the beginning of the Booking Period including ensuring the Vehicle is cleaned; and
    - (iii) with a full tank of fuel;
  - (b) pay:
    - (i) any outstanding Fees or charges;
    - (ii) the Damage Waiver Fee if there is Damage or Third Party Loss as a result of an Accident or the Vehicle has been stolen;
    - (iii) any costs Loopit or RAA incur, including extra cleaning costs under clause 8.6, in reinstating the Vehicle to the same condition it was in at the Start of the Subscription Period, fair wear and tear excluded;
    - (iv) the replacement cost or incurred loss for the of replacement of the service logbook or other accessories supplied to You at the commencement of the Subscription, if the Vehicle is returned to RAA without these items;
    - (v) for all Damage arising from a Major Breach of the Agreement;
  - (c) sign the Vehicle Return Inspection Report.
- 11.6 You must ensure You have removed all of Your personal property from the Vehicle at the end of the Subscription Period and You acknowledge that Loopit and RAA are not responsible for any personal property remaining in the Vehicle thereafter. If the Vehicle has been repossessed pursuant to clause 11.2(a) it is Your responsibility to contact RAA and to arrange collection of any personal property left in the Vehicle.

## 12. FINANCIAL OBLIGATIONS

- 12.1 At the start of the Subscription Period You must pay a Security Deposit as security for charges that may be incurred during the Subscription Period. The Security Deposit will be returned to You following the expiration or termination of this Agreement but only after RAA and Loopit have deducted from the Security Deposit the sum of all amounts owed by You under this Agreement.
- 12.2 For amounts owing to Loopit and RAA pursuant to this Agreement, you authorise Loopit to charge using any provided payment method.
- 12.3 A valid payment method must be provided to Loopit at all times.
  - (a) You are not permitted to revoke authorisation to charge any provided payment method unless a valid alternative payment method is provided;
  - (b) You must provide at least seven (7) calendar days written notice via email to RAA to remove any provided payment method from Your Subscription, subject to clause 12.3 (a).



- 12.4 A weekly kilometre limit applies to Your use of the Vehicle according to the Subscription Plan You have selected.
- (a) For each week You exceed the limit shown in this Agreement You will incur an additional fee of twenty cents (20c) per kilometre in excess of the limit travelled.
  - (b) The weekly kilometre usage is calculated on a fixed weekly cycle and may not reflect the weekly billing cycle under this Agreement.
  - (c) The weekly kilometre usage is typically calculated based on GPS location data and may not reflect the kilometre usage as shown by the Vehicle or the odometer shown in Your Agreement, subject to clause 12.4 (e).
  - (d) Kilometres allocations do not roll over. Any unused kilometres are forfeited.
  - (e) An administrative fee of \$500 applies where the GPS unit has been tampered with or removed. Where a GPS unit has been tampered with or removed, excess kilometre fees apply:
    - (i) equivalent to the maximum weekly kilometre limit under this Agreement for the duration that the GPS unit has been tampered with or removed; or
    - (ii) based on the calculated kilometres travelled based on the last known locations of the Vehicle;
    - (iii) whichever is greater.
- 12.5 Amounts owing to Loopit and RAA pursuant to this Agreement accrue interest at the rate of 10% per annum commencing twenty eight (28) calendar days after the amount became due.
- 12.6 Late payments
- (a) An administrative fee of \$25 applies to all late payments that are more than seven (7) calendar days overdue, which compensates Loopit and RAA for the extra labour and associated costs of contacting You when payments are overdue.
- 12.7 Default in payment
- (a) If You default in payment of any moneys owed to Loopit and RAA under the Agreement for a period of twenty eight (28) calendar days or more:
    - (i) after providing You with reasonable notice, Loopit and RAA may remotely disable the Vehicle using the telematics device that enables it to be remotely disabled to prevent the Vehicle being started;
    - (ii) RAA may repossess the Vehicle without using unreasonable force and You give RAA permission to access and enter Your premises to do so; and
    - (iii) You authorise Loopit and RAA to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of sixty (60) calendar days and the debt owed to RAA.

### 13. ROADSIDE ASSISTANCE

- 13.1 Roadside Assistance for the Vehicle is provided by RAA for breakdowns (but not for Accidents) and You must contact RAA to arrange that assistance.
- 13.2 Roadside Assistance will be provided in accordance with the terms set out in Schedule 1, which RAA may update from time to time by written notice to You.
- 13.3 Roadside Assistance under this Agreement must only be used in conjunction with the Vehicle and where either You or an Authorised Driver is present.
- 13.4 If You or an Authorised Driver use, or attempt to use, the Roadside Assistance under this Agreement in connection with any vehicle other than the Vehicle, RAA reserves the right to charge You any applicable fees for any Roadside Assistance provided.

### 14. ACCIDENT REPORTING

- 14.1 If You or any Authorised Driver have an Accident or if the Vehicle is stolen You must report the Accident or theft in writing via email or phone call to RAA within 24 hours of it occurring. Failure to report an Accident/Theft is a Major Breach of this Agreement. You must provide all assistance reasonably requested by RAA in connection with:
  - (i) the Accident or theft;
  - (ii) any insurance claim made by RAA; and
  - (iii) the recovery by RAA of compensation from third parties.
- 14.2 If the Vehicle is stolen or if You have an Accident where:
  - (a) any person is injured;
  - (b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
  - (c) the other party appears to be under the influence of drugs or alcohol,
  - (d) You and any Authorised Driver must also report the theft or Accident to the Police.
- 14.3 If You have an Accident You must (where possible):
  - (a) exchange names and addresses, telephone numbers and email addresses with the other driver;
  - (b) take the registration numbers of all vehicles involved;
  - (c) take as many photos as is reasonable showing:
    - (i) the position of the Vehicles before they are moved for towing or salvage;
    - (ii) the Damage to the Vehicle;

- (iii) the damage to any third party vehicle or property; and
  - (iv) the general area where the Accident occurred, including any road or traffic signs;
- (d) obtain the names, addresses and phone numbers of all witnesses;
- (e) not:
  - (i) make any admission of fault;
  - (ii) promise to pay the other party's claim; or
  - (iii) release the other party from any liability;
- (f) forward all third party correspondence or court documents to Loopit and RAA within 7 calendar days of receipt; and
- (g) co-operate with Loopit and RAA in the prosecution of any legal proceedings that Loopit and RAA may institute or defence of any legal proceedings which may be instituted against You or Loopit or RAA as a result of an Accident, including attending:
  - (i) RAA's lawyer's office; or
  - (ii) any Court hearing.

## 15. CONSEQUENCES OF A MAJOR BREACH OF THE AGREEMENT

15.1 If You or any Authorised Driver commit a Major Breach of these Terms and Conditions:

- (a) acting reasonably, RAA may terminate the Agreement and take immediate possession of the Vehicle;
- (b) You incur any costs or expenses or any other liabilities due to breach of this Agreement by You; and
- (c) You will incur a fee equivalent to thirty (30) calendar days Subscription Charges.

## 16. PRIVACY

- 16.1 The Vehicle is fitted with a telematics device that enables Loopit and RAA to track the Vehicle when it is out of RAA's possession, including the Vehicle's location, speed and other features relevant to driver behaviour. When You sign the Subscription Application You are authorising Loopit and RAA to use the GPS Tracking Device to track the Vehicle until it is returned to RAA.
- 16.2 Loopit and RAA are committed to complying with the Australian Privacy Principles. You may access the Loopit Privacy Policy at <https://www.loopit.co/privacy> and RAA's Privacy Policy at [raa.com.au/privacy-policy](https://raa.com.au/privacy-policy).
- 16.3 When Loopit collect Your personal information Loopit will do so only for the purpose of providing Subscription services to You. This includes but is not limited to employment references and debt collection. When RAA collect Your personal information RAA will do so only for the purpose of providing Subscription services to You and the purposes set out in RAA's Privacy Policy. If You choose not to provide this information, Loopit and RAA may not be able to provide the Subscription services to You.
- 16.4 Loopit and RAA take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.
- 16.5 Without limiting RAA's rights to disclose information under RAA's Privacy Policy, You acknowledge and agree that RAA may provide Your personal information to third parties in order to provide services or benefits under this Agreement.

## 17. ADDITIONAL BENEFITS

- 17.1 Additional Benefits are subject to change and RAA may remove or alter them by providing written notice to You at any time during the Subscription Period.
- 17.2 Each Additional Benefit that relates to the use of vehicles (e.g. fuel discounts, car parking etc) must only be used in connection with the Vehicle.
- 17.3 You use the Additional Benefits at your own risk and release and indemnify RAA from all liability (whether in contract, tort or otherwise) or loss that may be incurred in connection with any Additional Benefit.
- 17.4 You acknowledge that to obtain each Additional Benefit You may be required to accept terms and conditions required by the third party provider of the Additional Benefit.

## 18. DEFINITIONS

- 18.1 Accident means an unintended and unforeseen incident, including:
  - (a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;
  - (b) rollovers; or
  - (c) a weather event, including hail Damage,
  - (d) that results in Damage or Third Party Loss.
- 18.2 Age Waiver Fee means \$500.
- 18.3 Authorised Driver means any driver who meets the requirements of clause 3.1.
- 18.4 Additional Benefit means the additional benefits applicable to a Subscription as confirmed to You in writing by RAA upon approval of Your application for Your Subscription (unless varied or removed under clause 18.1).
- 18.5 Collection Date means the date a Vehicle subscribed to by You is required to be collected by You from the location specified by RAA.

- 18.6 Damage means:
- (a) any loss or damage to the Vehicle including its parts, components and accessories, including the GPS unit, that is not fair wear and tear;
  - (b) towing and salvage costs;
  - (c) assessing fees;
  - (d) claims administration fee; and
  - (e) Loss of Use,
  - (f) and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Vehicle unroadworthy is not fair wear and tear.
- 18.7 Damage Waiver Fee means the amount, including GST, specified in this Agreement which You must pay RAA in the event of an Accident or attempted theft that causes Damage or Third Party Loss or the Vehicle has been stolen and not recovered. The Damage Waiver Fee will also include the Age Waiver Fee if the incident that lead to the relevant loss or damage arose when the Vehicle was being used by a person under the age of 25.
- 18.8 Fees means all fees payable under this Agreement.
- 18.9 GPS Tracking Device means a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities to determine its location and other data including speed and fuel levels.
- 18.10 Loopit means. Blinker Subscription Pty Ltd Trading as Loopit Subscription ACN 636 030 370
- 18.11 Loss of Use means the loss we incur because the Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.
- 18.12 Major Breach means a breach of any of clauses, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 8.10, 8.11, 8.12, 8.13, 8.14, 8.15, 8.16, 8.17, 8.18, 8.19, 15.1, 15.2 that causes or contributes to Damage, theft of the Vehicle or Third Party Loss.
- 18.13 Minimum Term mean the minimum timeframe for subscription of the Vehicle, which is specified in this Agreement.
- 18.14 Not at Fault means:
- a) after an Incident, You were able to provide information regarding the other driver and RAA has determined that the other driver is more than 50% at fault; or
  - b) after an Incident involving theft or vandalism You were able to provide a police report showing details of the offender who has been charged or convicted.
- 18.15 Off Road means any area that is neither a sealed or an Unsealed Road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.
- 18.16 Subscription Charges means the charges payable for renting the Vehicle from RAA together with GST and any other applicable fees as set out in this Agreement.
- 18.17 Security Deposit means the amount We collect from You at the Start of the Subscription Period as security for the fees and charges incurred during Your Subscription Period.
- 18.18 Subscription Period means the period commencing on the date of collection of the Vehicle and expiring on the expiry of the Minimum Term, unless renewed or terminated in accordance with this Agreement.
- 18.19 Swap means, after the completion of the Minimum Term for a Vehicle, the return of Your Vehicle for a replacement Vehicle.
- 18.20 Third Party Loss means loss or damage to third party property, including other motor vehicles and any claim for third party loss of Income including any claim for personal injury or death.
- 18.21 Underbody Damage means any damage to the Vehicle caused by or resulting from contact between the underside of the Vehicle and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with another vehicle.
- 18.22 Unsealed Road means a road that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.
- 18.23 Vehicle means the Vehicle that is Subscribed to under this Agreement and described in the Vehicle Condition Report and includes its parts, components and accessories, including the GPS unit.
- 18.24 You, Your means the person, whether it is an individual, a firm or company or government agency that rents the Vehicle from RAA and whose name is shown in the Subscription Application.
- 18.25 Refuelling Fee means the charges payable by You as specified in this Agreement if You return the Vehicle with less than a full tank of fuel.



## Schedule 1

### Roadside Assistance terms

An RAA Service Provider will provide the following Services to Your Vehicle within Serviced Areas:

Service	Description
<b>Emergency Roadside Assistance- Your Vehicle</b>	<ul style="list-style-type: none"> <li>Assistance provided by RAA Road Service Provider to the subscribed Vehicle to attempt to mobilise the Vehicle at the breakdown location in the event of an unexpected mechanical or electrical fault/failure of the vehicle. Delays may apply to remote areas.</li> <li>Limited to Vehicles on Maintained Public road.</li> <li>Attempt at roadside to rectify any non-collision or non-insurance related unexpected mechanical or electrical fault or failure that has disabled the vehicle and made it unsafe or unable to be driven</li> <li>Where the vehicle cannot be mobilized at roadside and requires towing to aid further mechanical assistance, Towing may be arranged</li> <li>Any breakdown which occurs in a remote area is entitled to service, however delays may apply.</li> </ul>
<b>Emergency Roadside Assistance - (Caravan/Trailer attached to Vehicle)</b>	<p>Assistance and service provided as above with the following conditions.</p> <p>If the Vehicle breaks down and requires towing and is towing a caravan/trailer, towing of the caravan/trailer will be provided to the same location as the Vehicle. If towing of the caravan/trailer is required to an alternative destination than towing will be provided at Your expense.</p>
<b>Off Road Rescue</b>	<p>If the vehicle breakdown is off a Maintained Public road, service will be arranged but at Your cost. However, if RAA has provided You prior written permission to go off a Maintained Public road, Off Road or on an Unsealed Road, then this cost will be covered under this Roadside Assistance.</p>
<b>Emergency Fuel Service</b>	<p>Sufficient fuel will be supplied at Your expense to enable Your 'out of fuel' Vehicle to be driven to the nearest service station.</p> <p>*Limited up to 10 liters per incident*</p>
<b>Flat or Faulty Battery Service</b>	<p>If the Vehicle will not start because of a flat battery, the Service Provider will assess the battery and provide a jump-start if appropriate.</p> <p>If necessary and where available, the Service Provider will deliver and install an RAA branded battery (<b>RAA Battery</b>) as part of the Service.</p>
<b>Vehicle Lockout</b>	<p>Service will be provided due to:-</p> <ul style="list-style-type: none"> <li>* Locked-in keys</li> <li>* Lost/Stolen keys</li> <li>* Broken keys</li> <li>* Immobilizer inoperative</li> </ul> <p>Subject to satisfactory proof of driver ID.</p> <p>A locksmith attendance or parts can be arranged (including Keys) or alternatively a tow will be arranged. (subject to towing limitations).</p>
<b>Towing of Your Vehicle (Breakdown)</b>	<p>If the Service Provider is unable to get the Vehicle going a tow will be arranged. Towing is only provided for mechanical or electrical Breakdowns.</p> <p>This applies to towing for Vehicle lockout and tyre fault.</p>
<b>Towing (Bogged)</b>	<p>Service provided when vehicle is bogged on a Maintained Public Road.</p>

<b>Towing (Caravan/Trailer attached)</b>	If the caravan/trailer brakes down and is unfixable, towing will be provided at Your expense. The Service Provider can provide or arrange for the towing of a Vehicle where a caravan/trailer is attached
<b>Tyre Changing</b>	If the Vehicle has a suitable, serviceable spare wheel, the Service Provider will change the tyre on behalf of the driver. Where spare is not serviceable, roadworthy or compatible, towing may be arranged.
<b>Unattended Vehicle</b>	Service will not be provided if the Vehicle is unattended.
<b>Taxi</b>	Taxi service provided for multiple journeys per Breakdown up to a maximum of \$100 inc GST. If Car Hire is required, an additional Taxi benefit of \$100 inc. GST is available to transport You to the Car Hire location.
<b>Emergency Car Hire</b>	If due to breakdown the Vehicle cannot be repaired that same day, Emergency Car Hire will be provided for one day to the value of \$130 (inc. GST). You will be required to pay any additional amounts over \$130 (in. GST) if you choose an Emergency Car Hire vehicle which is more than \$130 (inc. GST) in value per day.
<b>Car Hire</b>	If the Vehicle cannot be repaired within 24 hours, Car Hire will be provided for up to 5 days at \$130 (inc. GST) per day (inclusive of Emergency Car Hire). You will be required to pay any additional amounts over \$130 (in. GST) if choose a Car Hire vehicle which is more than \$130 (inc. GST) in value per day.
<b>Emergency Accommodation</b>	If a Breakdown occurs and the Vehicle cannot be repaired that day, and You or the Authorised Driver who is driving the Vehicle at the time are more than 100km from Home, Emergency Accommodation will be provided for one night at \$150 (inc GST) per night
<b>Accommodation</b>	If a Breakdown occurs, the Vehicle cannot be repaired within 24 hours, You or the Authorised Driver who is driving the Vehicle at the time are more than 100km from Home, and the Emergency Accommodation has already been provided, Accommodation will be provided for up to a further two nights at \$150 (inc. GST) per night
<b>Driver &amp; Passenger Recovery</b>	Alternative transport will be provided anywhere within Australia to You or the Authorised Driver's choice of destination when the Vehicle is unable to be repaired within 24 hours and the Vehicle at the time are more than 100km from Home. To the value of \$750.

For the avoidance of doubt, distances for Tows and Roadside Assist provided in Country Service Areas are measured from the Service Provider's premises.

## 1.1. Definitions

In this Schedule:

**Accident** means an incident in which a Vehicle has been damaged in a collision or Impact, whether involving another vehicle or otherwise, water crossing damage, water ingress, theft, malicious damage, fire or storm;

**Breakdown** means a circumstance in which a Vehicle is incapable of being driven because of a mechanical or electrical failure, which is not caused by an Accident;

**Country Service Area** means areas within South Australia, which have been defined by RAA as being outside the Metropolitan Serviced Area;

**Emergency Roadside Assistance** means the assistance provided to the RAA Car Subscription Vehicle by an RAA Service Provider to attempt to mobilise the Vehicle at the Breakdown location in the event of an unexpected mechanical or electrical fault/failure of the Vehicle;

**GST** means a goods and service tax imposed by the GST Law;

**Home** means Your permanent place of residence;

**Impact** means where a Vehicle makes contact with a foreign object;

**Maintained Public Road** means a road, the surface of which has been prepared, formed, metalled or gravelled as defined by RAA and is trafficable by a conventional 2-wheel drive Vehicle at the time of requiring Road service;

**Serviced Area** is any area in Australia where drivers are able to obtain Services from RAA or Affiliated Motoring Organisations;

**Service Provider** means any employee or contractor of RAA or any Affiliated Motoring Organisations who provides the Services for or on behalf of RAA;

**Services** means Roadside Assistance Services described in Schedule 2 to this Agreement;