PROTECT powered by Carbucks

A 3 & 5 Year Wear and Tear Plan

Terms and Conditions

1. General

This document sets out the Terms and Conditions between you ("**you**" or "**your**") and the selling dealership from which you bought the vehicle, and is administered by Connected Vehicle Operations Pty Ltd ("**we**", "**us**" or "**our**") ABN 77 660 951 655, of Unit 4, 7 Narabang Way, Belrose NSW, 2085, Telephone 1800 13 13 18, Email concierge@carbucks.com.au in relation to PROTECT.

Your PROTECT plan has two key features which you can choose:

- either 3 years or 5 years (your **Term**); and
- PROTECT Core, PROTECT Plus or PROTECT Max (your **Plan Type**).

Both your Term and your Plan Type are confirmed in the plan summary provided to you as set out in clause 5.5.

Connected Vehicles is a third-party administrator of PROTECT acting on behalf of the dealership and is responsible for:

- Billing and payments;
- Management of work order requests;
- Plan marketing;
- Customer service and support; and
- Ongoing operational management of the program.

2. Enquiries

If you have any feedback, questions or complaints about PROTECT or services provided, please contact our Concierge Service during business hours at 1800 13 13 18, or email us at concierge@carbucks.com.au or lodge your questions or complaints via the Carbucks App.

3. What is your PROTECT plan

3.1. Your PROTECT plan is a pre-paid 3 or 5-year plan that covers the costs of refreshing, repairing or replacing certain items for your motor vehicle that are degraded due to normal use and wear and tear such as:

3.1.1. key fobs;
3.1.2. wiper blades;
3.1.3. 12 Volt battery;
3.1.4. tyres; and
3.1.5. braking systems.

3.2. The purpose of PROTECT is to supplement your motor vehicle's service program through your dealer for certain items that might need to be replaced or repaired on or for your motor vehicle and would not be included in a standard or capped service fee.

3.3. PROTECT is not a motor vehicle warranty or an insurance product, it is a wear and tear plan. PROTECT is not a substitute for motor vehicle insurance, warranty protection or regular motor vehicle servicing.

3.4. You can purchase PROTECT at the time that you buy a new or used motor vehicle from a participating dealer or within 30 days of taking delivery of your vehicle from a participating dealer. If you are financing the vehicle, you can include the cost of PROTECT in the finance arrangements (an interest charge will apply).

3.5. PROTECT is an optional plan. You should read these Terms and Conditions carefully and consider any other arrangements you may have in place before deciding on whether this is a suitable plan for you.

3.6. In purchasing PROTECT, you expressly represent and warrant that you agree to abide by these Terms and Conditions.

4. Who is eligible

4.1. To be eligible to purchase PROTECT, you must be at least 18 years old and your motor vehicle must:

4.1.1. be roadworthy and registered;
4.1.2. have a 12 Volt battery;
4.1.3. not be over 3.5 tonne in Gross Vehicle Mass;

4.1.4. for 3-year plans, be a new vehicle or if it is used vehicle, not more than seven years old from the date of first registration;

4.1.5. for 5-year plans, be a new vehicle or if it is used vehicle, not more than five years old from the date of first registration;

4.1.6. not be used for:

i. farming activities;

ii. motor sport or motor sport related activity;

iii. hire or carriage of passengers for fee/reward (for example, taxi, rideshare); or

iv. courier purposes or driver instruction for reward.

v. not be a:

a. motorcycle, scooter, quad bike, tricycle, moped;

b. kit car;

c. bus, coach, stretched limousine;

d. motorhome, campervan; or

e. truck.

5. How to buy a **PROTECT plan**

5.1. PROTECT has a one-off fee which applies for your Term (3-year / 36 month or 5-year / 60-month period). You will be advised of the applicable fee, based on your Term and Plan Type, by your dealer at the time of purchase.

5.2. You must provide us with accurate details about you and your motor vehicle including the following information: your full name (first and last name), your date of birth, your mobile number, your email address, your residential address and the eligible vehicle details (make, model, VIN number and registration number). We may also require verification of your identity and/or ownership of the vehicle.

5.3. The start date of PROTECT is when you purchase your PROTECT contract, on or after taking delivery of your new vehicle, and it ends at the end of your Term (3 or 5 years, being 36 or 60 months) from the start date, or on any other earlier date as agreed by us.

5.4. For a used vehicle, PROTECT starts at the end of the statutory warranty period or 90 days, whichever is longer, after taking delivery of your used vehicle.

5.5. On the date of purchase, we will provide you with a summary of the details about your plan, including the plan number, your Term (3 or 5 years) and your Plan Type (PROTECT Core, PROTECT Plus or PROTECT Max).

6. What is included in your PROTECT plan

Where parts are required to be replaced through a PROTECT work order, they will be replaced with like for like parts that were included on the vehicle from vehicle delivery date. The work orders allowed for in PROTECT are:

6.1. Key Fob Repair or Replacement Work Orders –

6.1.1. Where components of your motor vehicle's 2 key fobs are worn out or not working, you can lodge a work order and we will organise to have the key fob refreshed. This may (but is not limited to) requiring us to replace the battery, the push button or the casing and resetting/recoding it if required. Should parts not be available to refresh the fob, we will replace the fob.

6.1.2. You are allowed a maximum of 2 key fob work orders.

6.1.3. You must lodge a work order for each key fob. For the avoidance of doubt, if both key fobs require to be refreshed at the same time, you need to lodge 2 work orders, one for each key fob.

6.1.4. We do not replace key fobs if they have been lost, damaged or stolen.

6.2. Wiper Blades Replacement Work Orders

6.2.1. Where your wiper blades are worn-out through normal wear and tear,

you can have them replaced through a wiper blade work order.

6.2.2. You are allowed a maximum of 2 wiper blades work orders.

6.3. Battery Replacement Work Orders –

6.3.1. Where your 12 Volt battery fails due to normal wear and tear and which prevents your motor vehicle from turning on, you can have it replaced through a battery work order.

6.3.2. You are allowed a maximum of 1 battery work order.

6.3.3. The battery work order does not respond to battery failure due to or following a motor vehicle accident.

6.4. Tyre Repair Work Orders

6.4.1. Where your tyre has been punctured or has a tear either due to road hazard or road debris, we will repair the tyre.

6.4.2. Where the tyre is unrepairable, we will replace it, but this request will be treated as a tyre replacement work order, reducing your available tyre replacement work orders.

6.4.3. The service request does not respond to tyre repair or replacement due to or following a motor vehicle accident.

6.4.4. You are allowed a maximum of 6 tyre repair work orders. Each tyre impacted will require a separate repair work order.

6.5. Tyre Replacement Work Orders

6.5.1. Where, due to normal wear and tear, the tread of your tyre is 2mm or less, you can lodge a tyre replacement work order.

6.5.2. You are allowed a maximum of 4 tyre replacement work orders. Each tyre impacted will require a separate replacement work order.

6.5.3. The tyre replacement work order does not respond to a tyre being worn out due to abnormal wear and tear occurring from burnouts, doughnuts or drifting.

6.6. Braking Systems Replacement Work Orders

6.6.1. Where brake pads, the brake rotor or the drum have worn-out through the normal regular usage of your motor vehicle, you can have them replaced through a braking systems work order.

6.6.2. If you need to replace both the front set and back set, you will need to lodge 2 braking systems work orders.

6.6.3. You are allowed a maximum of two braking systems work orders.

6.7. *Maximum cost caps for Work Orders*

6.7.1. The following limits apply to the Work Orders, depending on your Plan Type (PROTECT Core, PROTECT Plus or PROTECT Max) as shown in the table below. The same limits apply regardless of whether your Term is 3 or 5 years. This means you pay any part of the work order cost that exceeds the limit or cap for your Plan Type.

Work Order	**PROTECT Core** Limit/Cap applies to 3 & 5 year Terms (including GST)	**PROTECT Plus** Limit/Cap applies to 3 & 5 year Terms (including GST)	**PROTECT Max** Limit/Cap applies to 3 & 5 year Terms (including GST)	**Maximum Number of Work Orders across all Terms and Plan Types**
Key Fob Repair or Replacement per fob	$330	$825	$1,375	2
Brake System Replacement per work order	$660	$825	$1,320	2
Wiper Blades Replacement (set)	$88	$110	$165	2
12V Battery Replacement	$440	$605	$990	1
Tyre Repair Costs – per tyre	$33	$48.40	$66	6
Tyre Replacement Costs - per tyre	$385	$825	$1,320	4

7. What is not included in your PROTECT plan

Your PROTECT plan does **not** include:

7.1. Any work orders for your key fobs, wiper blades, 12 Volt battery, tyres or braking systems which have been worn out or damaged due to negligence, misuse or a motor vehicle accident. You acknowledge and agree that we will assess the condition of your vehicle to reasonably determine whether the degradation or damage is a result of any negligence, misuse or a motor vehicle accident;

7.2. Work orders on used vehicles where the part is covered by a statutory warranty period or 90 days, whichever is longer;

7.3. Any work order costs (including GST) above the limits specified in clause 6.7 per work order;

7.4. Any costs of a work order for a part where that work order is above the maximum number available for that part as described in clause 6;

7.5. Any work order made after the end of your PROTECT plan; or

7.6. Any work orders under PROTECT, where the incident causing the need for a work order occurred before the commencement of your PROTECT plan.

8. Work Orders whilst servicing your motor vehicle

8.1. A work order request means to formally request a replacement service or repair under PROTECT.

8.2. Our Concierge Service is always available to assist you with work order requests and any enquiries you have regarding your plan. You can contact the Concierge Service 24/7 via the Carbucks App or email us at concierge@carbucks.com.au or call them during business hours on 1800 13 13 18.

8.3. Please ensure you have your PROTECT plan number and your vehicle details at hand when calling.

8.4. There are no work order fees payable under PROTECT.

8.5. Customers must approve all works on their vehicle prior to works taking place.

8.6. In most circumstances, your work orders should be conducted at the dealership's service centre from which you purchased your motor vehicle or your PROTECT plan. If, because of a breakdown, or an incident while travelling or other circumstances, it is not reasonably practicable to return your motor vehicle to that dealership, please contact the Concierge Service and we will direct you to one of our PROTECT authorised workshops for the service or repair of your motor vehicle.

8.7. Any work order beyond the maximum allowed under the PROTECT plan can be organised for you, but you will be required to pay the cost of these directly to the service centre.

8.8. The maximum cost for each work order is capped in accordance with clause 6.7. The costs may vary depending on the make and model of your motor vehicle and the cost of the parts for your vehicle. Any cost above the limit or cap will need to be paid by you, directly to the workshop.

9. Changes to your motor vehicle

9.1. It is very important that you keep us updated on any changes that may impact your PROTECT plan.

9.2. Should any of the following occur you need to contact us as soon as reasonably possible:

9.2.1. You transfer ownership of the motor vehicle;

9.2.2. The motor vehicle becomes unroadworthy, is written off or is deregistered;

9.2.3. You start using the motor vehicle for any of the uses listed in clause 4.1.6;

9.2.4. You have made modifications to the motor vehicle;

9.2.5. You have changed the registration number of the motor vehicle;
9.2.6. Your email, postal address or phone number has changed; or
9.2.7. You have changed your name (for example, due to marriage).

9.3. If due to any of the reasons in clauses 9.2.1, 9.2.2, 9.2.3 or 9.2.4 above, your motor vehicle becomes ineligible for the services within your PROTECT plan, we will cancel your PROTECT plan in accordance with clause 11 and notify you of the cancellation.

10. Transferring your PROTECT plan

10.1. Your PROTECT plan cannot be transferred to another vehicle unless your motor vehicle is written off and you and we grant permission for the PROTECT plan to be transferred to your replacement motor vehicle for the remaining period.

10.2. Subject to our approval and in our absolute discretion (acting reasonably), if you sell your vehicle, we may agree to the transfer of your PROTECT plan to the new owner provided that the new owner is not an authorised motor dealer.

To transfer your PROTECT plan contact our Concierge Service during work hours at 1800 13 13 18, or email concierge@carbucks.com.au or lodge your transfer request via the Carbucks App.

11. Cancelling your PROTECT plan

11.1. Your PROTECT plan may end earlier if you have used all of the available work orders, or if we, acting reasonably, determine that your PROTECT plan is being used fraudulently. If your PROTECT plan is cancelled by us due to fraudulent activity, then no refund of any part of the fee will be provided to you. If we cancel your PROTECT plan under clause 9.3 you will be entitled to a pro rata refund of the fee less the cost of any fulfilled work orders, if any.

11.2. You may cancel your PROTECT plan at any time by sending the Concierge Service a cancellation request by emailing concierge@carbucks.com.au, or lodging a cancellation request in our Carbucks App or by calling our Concierge Service during business hours on 1800 13 13 18, you will be entitled to a pro rata refund of the fee less the cost of any fulfilled work orders. If you cancel within 14 calendar days of the start date, and you have not utilised any of the work orders, we will refund the fee in full. You are entitled to a pro rata refund, if your motor vehicle is written off and you cannot use the PROTECT plan.

11.3. You may also cancel your PROTECT plan, where you decide to 'trade in' your motor vehicle. You will be given a pro rata refund for any fees under the PROTECT plan less the cost of any work orders fulfilled prior to the 'trade in' of your motor vehicle.

11.4. Any refund payable to you under this section will be paid by the selling dealer from whom you purchased your PROTECT plan. Connected Vehicles administers the cancellation and calculates the refund amount on behalf of the selling dealer but does not pay the refund directly to you. Once your cancellation has been processed and the refund amount confirmed, you should contact your selling dealer to arrange payment. Nothing in this clause limits any rights or remedies you may have under the Australian Consumer Law.

12. Protecting your data privacy

12.1. We are committed to respecting your privacy and working with you to ensure that we do so.

12.2. Our Privacy Policy sets out how we collect, use store and disclose your personal information.

12.3. We will seek to act in a manner consistent with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

12.4. By providing your personal information to us, you consent to our collection, use and disclosure of your personal information in

accordance with the terms of our Privacy Policy.

12.5. We may change our Privacy Policy from time to time by publishing changes to it on our website. We encourage you to check our web site periodically to ensure that you are aware of our current Privacy Policy.

12.6. Our Privacy Policy can be found at Privacy Policy (carbucks.com.au)

13. Miscellaneous

13.1. You understand that we may subcontract the performance of all or part of the works offered in PROTECT to third parties within our workshop/service centre network or change the subcontractor without notice to you.

13.2. We will not be in default or breach of this agreement to the extent we are prevented or otherwise are unable to fulfil the work order due to a Force Majeure Event.

13.3. For the purposes of this clause 13.3, a *Force Majeure Event* means any of the following events or occurrences provided that they are outside of our reasonable control and could not have been prevented or avoided by us taking all reasonable steps:

13.3.1. act of God, earthquake, cyclone, fire, explosion, flood, landslide, lightning, storm, tempest, drought or meteor;

13.3.2. war (declared or undeclared), invasion, act of a foreign enemy, act of terrorism, hostilities between nations, civil insurrection or militarily usurped power;

13.3.3. act of public enemy, sabotage, malicious damage, terrorism or civil unrest;

13.3.4. confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government or government authority; or

13.3.5. industrial action, pandemic resulting in a public health emergency affecting the fulfilment of the work order by a workforce.

13.4. We provide no warranty in relation to any works or repairs, or parts provided, beyond your consumer guarantee rights under the Australian Consumer Law.

13.5. The goods and services provided by us, your motor dealer and/or motor vehicle service centre, come with certain protections under the Australian Consumer Law. These are guaranteed consumer rights (known as consumer guarantees) and they are to protect consumers in relation to the performance of our services and those provided by third parties who are acting as our agents. The extent of your rights under the consumer guarantees depends on the nature of the goods or services, the price, any representations made by us, and any other relevant circumstances, including whether there is major failure of the goods or services.

13.6. These Terms and Conditions are governed by the laws of New South Wales.