

OWNER AGREEMENT

- 1.1 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.
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2. VEHICLE ELIGIBILITY CRITERIA

- 2.1 A Vehicle that is made available at any time for sharing through the Service must (unless we agree otherwise):
- a) be registered in Queensland;
 - b) be in a roadworthy condition at all times;
 - 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 20014;
 - e) have been driven fewer than 300,000 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 \$25,000 (noting that we may also decline or remove Vehicles with a lowermarket value threshold from the Service, or require them to implement additional security measures, based on our security and risk management requirements).
- 2.2 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 2.1; 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 Bay Islands Car Share and complying with the scope of any permission granted.
- 2.3 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.

3. OWNER RESPONSIBILITIES

- 3.1 As an Owner of a Vehicle that is offered for sharing through the service, 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) ensure that the Lockbox and vehicle keys are accessible by Borrowers at all times when it is made available for sharing,
 - l) 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.
- 3.2 You must be contactable by phone or email and able to respond to queries at all times during a Booking Period.
- 3.3 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.
- 3.4 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.
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4. VEHICLE PROFILES

- 4.1 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:
 - 4.2
 - a) photograph(s) of the Vehicle;
 - b) the hourly and daily sharing rates; and
 - c) the Availability Schedule.
 - 4.3 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.
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5. REGISTERING YOUR CAR FOR CAR SHARING

- 5.1 The Owner shall ensure the vehicle is registered under the appropriate Third-Party Compulsory Insurance classification, specifically, "Class 4 – Hire Car," as stipulated for vehicles utilized within the scope of Self-driver Rental services. Further, it is imperative that the designated purpose on the vehicle's registration with Department of Transport and Main Roads is accurately declared as "Hire Car - Self-driver Rental." Noncompliance with these stipulations may result in substantial penalties, inclusive of fines for the operation of the vehicle under an incorrect classification and potential recoupment by the Compulsory Third Party (CTP) insurer for any premiums underpaid as a consequence of misclassification. It is incumbent upon the Owner to ensure their vehicle's registration and insurance are compliant. The obligation to adhere to these regulatory requirements is fundamental and non-negotiable, forming an integral part of the terms of engagement with the Car Share service. Failure to maintain correct registration will also render any Owner Guarantees, Protection Plans, and insurance coverage under the Car Share service void, leaving the Owner solely responsible for any associated costs or liabilities.

6. ACCEPTANCE AND CANCELLATION OF BOOKINGS

- 6.1 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, 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.
- 6.2 All Bookings are automatically confirmed if the Vehicle is shown as available in the Availability Schedule.
- 6.3 If you cancel a Borrower's Booking, you will incur a fee as set out in the Fee Schedule.

7. FEES AND INCOME

- 7.1 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) Collected funds will be apportioned to you in accordance with the Fee Schedule.
 - 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.
- 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.

7.2 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.

7.3 You acknowledge that we may also collect payments from Borrowers on behalf of our insurer in connection with the Borrower's use of your Vehicle, and that these payments are not payable to you.

8. INVOICING AND PAYMENT

- 8.1 We will issue Invoices to you on a regular basis showing your Membership Fees, Parking Fees 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.
- 8.2 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 6.1
- 8.3 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 7.3a).
- 8.4 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.

9. LOCKBOX SYSTEM AND TOLLING DEVICE

- 9.1 We will arrange for installation of the GPS technology and other peripheral equipment installed in a Vehicle to enable it to participate in the Service.
- 9.2 If we arrange for installation of the Technology 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.
- 9.3 If you do not make your Vehicle available and accessible for a scheduled appointment for installation of the Technology 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.
- 9.4 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.
- 9.5 You must inform us immediately if any part of the Lockbox System or the Tolling Device is lost, stolen, damaged or not working properly.
- 9.6 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.

10. CHECKING THE VEHICLE

- 10.1 You are responsible for requesting and 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.
- 10.2 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 7 days of the end of the relevant Booking Period).
- 10.3 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 14 days prior to your report. If the damage occurred outside that period then you will be responsible for conducting the investigation to ascertain liability.

11. DAMAGE AND LOSS TO YOUR VEHICLE

11.1 Each Borrower must have a Protection Plan 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 our Insurer when assessing your claim. If Our Insurer approves a claim, we will pay for the repairs to Vehicle, on behalf of Our Insurer in accordance with the terms of the Damage Policy.

11.2 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 our Insurer.

11.3 If a Borrower fails to lodge a claim with 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 our Insurer, the Borrower remains liable to you in accordance with the Member Agreement.

11.4 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.

11.5 You will not be entitled to any compensation or payment in relation to any actual or anticipated loss of income generated from your Vehicle.

11.6 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.
- 11.7 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 and discretionary risk protection for the Booking. If the Borrower is for any reason unable to access their damage cover protection, then You may make a claim under the Owner Guarantee.
- 11.8 There are limits to the Borrower's level of cover under Damage Cover and to the amount that may be paid under the Owner Guarantee.
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12. CLAIMS FOR DAMAGE AND LOSS

- 12.1 You are deemed to be in possession of the Vehicle for all times other than when a Borrower is in possession of the Vehicle during the booking period. The deemed periods when of Borrower possession occurs are specified in the Damage Policy under the heading "Who is responsible for damage?"
- 12.2 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.
- 12.3 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 Our Insurer approves the claim and pay the Excess to Our Insurer on the Borrower's behalf; or

- ii) if the Borrower is not able to access Damage Cover and Our Insurer 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 Claim Excess to Our Insurer; or
 - ii) the applicable repair costs and other amounts collected from the Borrower or Our Insurer (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.
- 12.4 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 Our Insurer, in which case such amount will be owed by way of reimbursement for the payments we have made, instead of to you.
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13. LIABILITY FOR PARKING AND DRIVING INFRINGEMENTS

- 13.1 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.
- 13.2 You are responsible for ensuring that your Vehicle's parking 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.
- 13.3 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. Damage Cover does not provide protection for fines, penalties and infringements.
- 13.4 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.

14. OWNERSHIP AND RETURN OF TOLLING DEVICE AND LOCKBOX SYSTEM

- 14.1 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.
- 14.2 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.
- 14.3 If we do not receive the Tolling Device or Lockbox System within 10 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

15. USING THE LOCKBOX

- 15.1 If your Vehicle is equipped with a Lockbox, you will be allocated a Private Owners Pin to access your vehicle keys.
- 15.2 you must keep each PIN secure at all times and only disclose it to your Additional Drivers if they need to access the Vehicle.

16. APPLICATION AND REMOVAL OF STICKERS

- 16.1 We may apply stickers to your Vehicle with your consent, or send you stickers to apply.
- 16.2 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.

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

- 17.1 If your Vehicle is unregistered, unroadworthy or does not meet the Vehicle Eligibility criteria set out above in clause 5.1 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.

18. SUSPENDING YOUR VEHICLE FROM THE SERVICE

- 18.1 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.

- 18.2 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.
- 18.3 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.

19. CANCELLATION AND SUSPENSION OF MEMBERSHIP

- 19.1 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 Member on or after the date of cancellation;
 - b) All damage cover will cease immediately;
 - 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.

19.2 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

remove any stickers from your vehicle, in accordance with clause 40 (Application and removal of st

Signature: 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.