



# TERMS OF SERVICE



## **1 ACCEPTANCE OF TERMS:**

Booking a rental or creating a Listing through the Carhood website or other 3<sup>rd</sup> Party Channel automatically constitutes your full acceptance of these Terms, including our requirements, policies, procedures, fees and insurance information. When you pick up or drop off a vehicle, you provide your signature verifying that you have read, understand and accept the Terms in full and you confirm the accuracy of the details provided as part of the check-in or check-out process (i.e. vehicle details, fuel, mileage, condition, name, address, phone number etc).

## **2 MODIFICATION:**

We reserve the right to amend the Site, Service and Terms at any time without prior notice. No notice shall be required for non-substantive changes to these Terms. If we substantively amend these Terms, we will communicate the modification via the Site, Service or other form of communication to all affected users. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and Service. Your continued use of the Site and Service after any such change constitutes your acceptance of the revised Terms.

## **3 ELIGIBILITY:**

This Service is intended solely for licensed drivers twenty-one (21) years of age or older, and any registration, use or access to the Service by anyone under the age of twenty-one (21) is strictly prohibited and in violation of this Agreement. The Service is not available to any User previously removed from the Service by Carhood unless Carhood has given the removed User written notice of reinstatement. All Renters must pass our Renter Eligibility Requirements and all Owners may only create Listings for vehicles which comply with our Owner Eligibility Requirements and must provide all necessary documentation for determining eligibility throughout your use of the Service as may be determined by Carhood in its sole discretion. You agree to provide complete and accurate information to Carhood. Failure to do so may void any applicable insurance. Carhood may, but is not obligated to, use third party services to verify the information you provide to us and to obtain additional related information and corrections where applicable. You hereby authorize Carhood to request, receive, use and store such information for a reasonable period of time. Carhood may accept or reject your registration at its discretion for any reason. You acknowledge and agree that Carhood may change its Renter and Vehicle Eligibility at any time and for any reason, and that your eligibility status for the Site and Service may change as a result of these changes.



#### 4 ACCOUNT CREATION:

In order to rent a vehicle from another User on the Carhood website, you will need to create an account. An account will allow you to use the Site as both a Renter and Owner—separate accounts are not required. You are classified as a Renter if you only use the functions of the Site pertaining to the renting of a vehicle. You are classified as an Owner if you only use the functions of the Site to list an eligible vehicle. There are specific requirements for both Owners and Renters that you must meet in order to use the relevant parts of the Site and Service. You may be considered both a Renter and Owner if you use the Site and Service to both list and to rent an eligible vehicle.

You may not use another member's account, permit anyone else to use your member's account or assign or otherwise transfer your account to any other person or entity. When applying for your account, you must provide accurate and complete information and keep such information updated and accurate throughout the term of your account. You are solely responsible for the activity that occurs on your account and you must keep your account password secure. You may not create more than one (1) account with Carhood.

You may control your User and vehicle profile(s) by changing the options in your account page. By providing Carhood with your email address, you consent to Carhood using the email address to send you Service related information including, but not limited to, any notices required by law, in lieu of communication via postal mail. By providing Carhood with your mobile phone number, you consent to Carhood using this number to send you Service related SMS messages. You may not opt out of Service related emails or text messages. We may also use your email address and/or mobile phone number to send you other messages such as, but not limited to, changes to features of the Service or special offers. If you do not want to receive such messages, you may opt out or change your preferences in your settings page. Opting out of the messaging service may prevent you from receiving information regarding updates, improvements or offers.

During registration, you may be required to log into your Account or you may be permitted to create an Account with certain third party social networking sites. As part of the functionality of the Site and Services, you may link your Carhood account with third party accounts by either:

1. Providing your third party account log in information to Carhood through the Site or Service; or
2. Allowing Carhood to access your third party Account as is permitted under the applicable Terms and Conditions that govern your use of the third party site.

You represent that you are entitled to disclose your third party account information to Carhood and/or grant Carhood access to your third party Account (including, but not limited to, for the use and purposes described herein), without breach by you of any of the Terms and Conditions



that govern your use of the applicable third party Account and without obligating Carhood to pay any fees or making Carhood subject to any usage limitations, imposed by such third party service providers. By granting Carhood access to any third party accounts, you understand and agree that Carhood will access, make available and store (if applicable) any Content that you have provided to and/or stored in your third party account so that it is available on and through the Site and Services and via your Carhood Account and Carhood Account profile page.

If you are a Renter, by creating an account on the Site, you automatically agree to waive your right to Uninsured Motorist (UM), Underinsured Motorist (UIM) and Personal Injury Protection (PIP) coverage in States where such rejection is permitted, under the Carhood insurance as defined in these Terms. You agree and understand the implications of rejecting such coverage. More information is available in the insurance section of these Terms and on our overview of insurance page.

## **5 CARHOOD'S ROLE:**

Carhood serves as a peer to peer car sharing facility and service provider. When using the Site, you understand that you are Listing your vehicle for use by other registered Users, and Renting vehicles belonging to other registered Users. You agree that Carhood's role shall be limited to one of payment processor and limited agent as defined in the following paragraph, and services provider and coordinator (i.e. providing a physical facility, soliciting and arranging rentals, pairing Renters with Owners in a manner determined by Carhood, setting vehicle pricing parameters as determined by Carhood, providing insurance services or other damage coverage services which may be underwritten by third parties, providing customer service, and brokering disputes between Users of the Service). In order to facilitate successful transactions, each Owner hereby appoints Carhood as the Owner's proxy, limited agent and service provider for the purposes that include, but are not limited to, collecting payments made by Renters on behalf of the Owner in exchange for the rental of the Owners vehicle, renting out the Owners vehicle, storage of the Owners vehicle, providing insurance coverage and other guarantees and protections, releasing the vehicle from an impound facility or other facility where the vehicle may be towed or held in exchange for payment, the repair of minor mechanical or cosmetic damage to the vehicle (regardless of if it was pre-existing to the use of the Carhood Service) or reporting the vehicle as stolen if Carhood believes it is so in good faith.

You acknowledge and agree that you are responsible for any and all Listings you post. Accordingly, you represent and warrant that any listing you post and the booking of, or Renter use of, a vehicle in a listing you post will:

1. Not breach any agreements you have entered into with any other third party; and



2. Will be:
  - a. In compliance with all applicable laws, tax requirements and rules and regulations that may apply to any vehicle included in any Listing you post; and
  - b. Not conflict with the rights of third parties.

Carhood assumes no responsibility for an Owner's compliance with any applicable laws, rules and regulations.

## **6 PAYMENTS AND TAXES:**

To ensure proper payment, you are solely responsible for providing and maintaining accurate contact and payment information associated with your Account, which includes, but is not limited to, applicable tax information. If we believe that we are obliged to obtain tax information and you do not provide this information to us after we have requested it, we may withhold your payments until you provide this information or otherwise satisfy us that you are not a person or entity from whom we are required to obtain tax information. Any bank fees related due to a contact or payment information error or omission may be deducted from the newly issued payment. You agree to pay all applicable taxes and/or charges imposed by any Government entity in connection with your participation in this Service.

## **7 SERVICE RULES:**

You agree not to engage in any of the following prohibited activities:

- a. Copying, distributing or disclosing any part of the Service including, but not limited to, our rates, payments and pricing in any medium, or by any method whatsoever including without limitation by any automated or non-automated "scraping";
- b. Using any automated system including without limitation "robots", "spiders", "offline readers" etc., to access the Service in a manner that sends more request messages to the Carhood servers than a human can reasonably produce in the same amount of time by using a conventional on-line web browser except that Carhood grants the operators of public search engines revocable permission to use "spiders" to copy materials from the Site for the sole purpose of, and solely to the extent necessary, for creating publicly available searchable indices of the materials, but not caches or archives of such materials;
- c. Transmitting Spam, chain mail letters, mail not relating to the Service or other unsolicited email;
- d. Attempting to interfere, interfering with, compromising the system integrity or security or decipher any transmissions to or from the servers running the Service;



- e. Taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- f. Uploading invalid data, viruses, worms or other software agents through the Service;
- g. Collecting or harvesting any personally identifiable information, including account names, from the Service;
- h. Using the Service for any commercial solicitation purposes;
- i. Impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
- j. Interfering with the proper working of the Service;
- k. Accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or
- l. Bypassing the measures we may use to prevent or restrict access to the Service, including without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

Carhood may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Service without notice and liability for any reason, or for no reason. Upon termination, including if you terminate your account as a result of changes to this Terms of Service. All aspects of the Service are subject to change at Carhood's sole discretion. Carhood reserves the right to interrupt the Service with or without prior notice for any reason or no reason. You agree that Carhood will not be liable to you for any interruption of the Service, delay or failure to perform.

## **8 POLICIES AND PROCEDURES:**

If you are an Owner, you agree to our Owner Policies and Requirements. As a registered Owner, by accessing or using our Service, you signify that you have read, understood and agree to be bound by the Owner Policies and Requirements.

If you are a Renter, you agree to our Renter Policies and Requirements. As a Renter, by accessing or using the Service, you signify that you have read, understood and agree to be bound by the Renter Policies and Requirements.



## 9 NO ENDORSEMENT:

- a. Carhood shall have no liability for your interactions with other Users, or for any User's actions or inactions, with respect to Rentals or the Service.
- b. You acknowledge that Carhood does not offer transportation services, car rental services or airport transportation services. Instead, the Service allows Renters and Owners to transact rentals directly between each other.
- c. Carhood helps facilitate successful transactions through the pairing of Listings and rentals, may provide assistance in resolving User disputes and also provide value-added services such as parking and insurance as part of the Service.
- d. Except as provided in the Carhood Overview of Insurance, which is an agreement between Carhood and the Users of the Service, we will not be responsible for any damage or harm resulting from your interactions with other Users of the Carhood Service.
- e. By using the Site or Service, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Users or other third parties will be limited to a claim against the particular User or other third parties that caused you harm and you agree that you will not attempt to impose liability on, or seek any legal remedy from Carhood with respect to such actions or omissions.
- f. Carhood is not responsible for and disclaims any and all liability related to any and all Rentals and Listings. Accordingly, any Rentals made by a User will be made at the User's own risk.

## 10 USE OF THE VEHICLE:

- a. When you rent a vehicle through Carhood, you may use the vehicle only for your personal use and not for any commercial purposes, including, but not limited to, running a taxi or delivery service, including a "peer to peer" or "sharing" service such as Uber or similar services, and you may not enroll or attempt to enroll the vehicle in such services.
- b. You may use the vehicle for your own business purposes such as attending a meeting.
- c. You may not access a vehicle until the beginning of your rental period and you must return the vehicle on time and to the correct parking location.
- d. You and all of your passengers are required by law to wear seatbelts when travelling in the vehicle and all children must be contained in an approved child restraint.
- e. You are to comply with all laws, rules and/or regulations concerning the use of a motor vehicle in the State in which you are in.
- f. Prohibited use of the vehicle includes, but is not limited to:



1. Use of the vehicle when the driver has a blood alcohol concentration in excess of the legal limit in the State in which you are in;
  2. Being in control of the rental vehicle when the driver has taken any drug or medication under the effects of which the operation of a motor vehicle is prohibited or not recommended;
  3. Use of the vehicle during or due to use in the commission of a crime or other illegal activity;
  4. Use of the vehicle in any race, test or competition;
  5. Use of the vehicle for hire purposes;
  6. Use of the vehicle outside Australia;
  7. Transport the vehicle by truck, train, aircraft or vessel for any reason;
  8. Use the vehicle to pick up hitchhikers;
  9. Transporting any controlled substance as defined in the Federal and State Controlled Substances Act, even if that substance may be legal in the jurisdiction you are in;
  10. Smoking in, near or around a rental vehicle; and
  11. Being in control of the vehicle whilst wearing any device that limits your ability to see, hear and/or otherwise judge driving conditions.
- g. Only the authorized Renter may drive or operate the vehicle during the rental period.
  - h. If the Authorised Renter wishes to nominate additional drivers (up to four per rental), each additional driver must agree to and sign the Carhood Renter terms and Conditions and agree to these Terms of Service.
  - i. A one-time, non-refundable fee will be charged per additional driver per day.
  - j. You agree to strictly adhere to the daily mileage limits for the vehicle during the rental period.
  - k. You will not be penalized for exceeding the mileage limit on a particular day so long as your total mileage does not exceed the daily limit multiplied by the number of days rental the vehicle was booked for.
  - l. For the purpose of calculation of the total mileage limit, you are considered to have the vehicle for twenty-four (24) hours or part there-of.

## **11 ADDITIONAL ACCESSORIES AND AMENITIES:**

When creating a Rental with Carhood, you may be presented with the option to request amenities for use during the rental period including, but not limited to, a GPS unit, Toll transponder, or an approved child restraint. If you request one or more of these amenities, we will endeavor to have them available for you when you arrive to collect your vehicle but this does not guarantee that we will have available stock. Amenities will be allocated on a first



asked, first given basis. Payment for an amenity does not guarantee that it will be provided to you, even if you request it in advance. If you have made payment for an amenity and the amenity is not available when you pick up the vehicle, Carhood will refund you the cost of that amenity.

Renters are solely responsible for the care and maintenance of the amenity and for returning the amenity in the same condition as it was rented out at the conclusion of the rental period. If Carhood determines that a Renter has misused an amenity, or if the Renter does not return the amenity, Carhood reserves the right to automatically collect, from the Renter via the payment method used for the rental, the replacement cost of that amenity including a reasonable administration fee without additional notification.

All Carhood share vehicles come equipped with a Toll transponder, for which the Renter is fully responsible for any and all charges attributed to that transponder during the course of the rental period.

## **12 CONDITION OF THE VEHICLE:**

You understand that, unless specifically noted, the cars offered through the Carhood Service are owned by third parties and are not owned or maintained by Carhood. Each Owner is responsible for maintaining and repairing the vehicle/s they offer through the Service and is ultimately responsible for the condition of the car at the beginning of the rental period. If you are an owner, you undertake that at all times, your vehicle will be maintained in a safe and roadworthy condition and in full compliance with all applicable State inspection and registration requirements. Carhood does not inspect, nor does it warrant to inspect, the vehicle for damage or other conditions that might make it unsafe to drive. However, Carhood reserves the right to determine that a vehicle is not suitable for use by a Renter. In the event that Carhood believes that a vehicle is not suitable to be used by the Service, Carhood may cancel the rental and carries no obligation to provide an alternate vehicle. Carhood may charge you a daily parking fee of up to \$2 5.00 AUD, excluding local city, council, State, federal, sales or other taxes if your vehicle is not able to be rented out due to not meeting our requirements. Renters are required to complete a visual inspection of the vehicle before they begin the use of the vehicle. If the renter finds any damage that has not been noted by Carhood, it is the renters' responsibility to notify Carhood immediately before beginning use of the vehicle in order to avoid confusion about the renters' role in causing the damage. If the renter notices damage on the initial inspection and fails to report it, Carhood may assume that the damage occurred during the period of the rental and an ex post facto report will not be accepted. If, after your initial inspection or at any time during the rental period, you believe that the car is not safe to drive, do not drive the vehicle and report it to Carhood immediately.



Carhood takes absolutely no responsibility for the condition of any vehicles rented out or made available through the Site or Service and shall have absolutely no liability for any faults real or imaginary or perceived, nor shall it have responsibility for direct, indirect, consequential, punitive, incidental, special or exemplary damages arising from the vehicle or the rental.

### **13 THIRD PARTY CHANNELS:**

Carhood may solicit Renters and Rentals and Owners and Listings via channels other than the Site. This may include car Sharing and car rental search engines, aggregators, airport parking search engines and a variety of other sources. If you create a rental or listing via a third party channel, you are still bound to these Terms of Service. These Terms override any language, terms, notices or content posted on the third party channel to the extent permitted by law. Any omissions or errors are not the responsibility of Carhood and it is your responsibility to verify the current terms of Service and associated policies available on the Site.

### **14 CARHOOD PARKING FACILITIES:**

As a user, you agree to abide by the Terms and Conditions of the designated Carhood parking facility and any facility that be in any location where you have either:

- a. Listed a vehicle for availability for any amount of time; or
- b. Reserved a rental vehicle for any amount of time.

If the designated Carhood parking facility is owned by a third party, you agree to abide by any rules of conduct in force and enforced by the owner. Parking in the Carhood parking facility is free of charge if you list your car for a period of 72 hours or greater, regardless of whether it is rented out or not. For all listings of less than 72 hours, a daily parking fee will apply unless your vehicle is rented out or you book and collect a rental vehicle from another Carhood facility during the same trip.

### **15 DAMAGE AND ACCIDENTS:**

As a renter, you are required to report any damage to the vehicle you have rented, to Carhood as soon as practicable after the damage is noticed. Carhood may, at its choosing, dispatch roadside assistance to your location to assess, repair or transport the rental vehicle to a location of Carhood's choosing. Carhood may immediately choose to terminate the rental if the damage was caused by you, as determined by Carhood and/or other relevant authorities. If the



damage was not caused by you or if it will take more than 3 hours to determine this, Carhood will make every attempt to provide you with an alternative vehicle that can be picked up from the initial pick up location. Carhood cannot deliver vehicles to your location nor will Carhood be responsible for the cost of obtaining a replacement vehicle, should you choose to do so. You may not abandon a vehicle at any point during your rental period if it has been involved in an accident or has a mechanical failure. If you do so, you may be charged a towing fee equal to the cost of towing the vehicle from its present location to the original rental location, in addition to an administration fee that will be no more than \$500.00AUD.

If you are an Owner and you believe that a Renter has caused damage to your vehicle, you are required to report the damage to Carhood as soon as you become aware of it and to provide reasonable co-operation in our investigation of the damage. Any Owner claim where we do not receive a response from the registered owner within 7 days is considered closed and the Owner immediately forfeits all claims. In any event, you must report all damage within 72 hours of the termination of your listing.

Carhood may require you to visit at least two (2):

- a. Panel shops or other establishments with the capability of repairing the perceived damage.

Based on its own investigation or the investigation of any company it elects to work with in connection to the investigation, Carhood will reasonably determine whether the damage was caused in the course of the renter's use of the vehicle. If it was, Carhood will reimburse you for the loss of use of your vehicle. This means that we will pay for a reasonable pre-approved invoice for the repair work or we will settle with you for a mutually acceptable amount of damages if you choose not to repair the vehicle. If Carhood is not given prompt notice as described in this paragraph, or if you do not provide reasonable cooperation in our investigation, we may not be able to determine the cause. If this is the case, you agree that we may decline any financial responsibility for such damage.

## **16 INSURANCE AND DAMAGE:**

Carhood's complimentary insurance coverage and guarantees are supplementary and secondary for a Renter if they have other available coverage. Please refer to our Insurance page for further details about our insurance policy.

During the applicable rental period, Carhood will provide secondary liability insurance for property damage arising from the use of a Carhood rental vehicle (the Carhood Insurance).



You understand and agree that for Uninsured, Underinsured Motorists and No-Fault (including medical payments, first party benefits, personal injury protection etc):

- a. The Carhood auto liability policy provides statutory minimum coverage as determined by the laws of the State where the owner's vehicle is registered; and
- b. Coverage has been waived where permitted by law as specified in the Uninsured/Underinsured Motorist Coverage and Personal Injury Protection form applicable to the jurisdiction of the vehicle rented.

The liability insurance shall be excess and contingent over any other valid and collectible insurance that may be available to the renter. Insurance amounts and other details may be found in the Overview of Insurance Coverage. No natural disaster coverage is provided, which means that the renter is fully liable for damage caused by, but not limited to, fires, earthquakes, floods, tornados and incidents deemed to be an Act of God.

You may not book a rental vehicle without accepting our included insurance coverage. You understand and agree that if required, Carhood may make reasonable efforts to assist the renter in submitting a claim. Carhood does not guarantee the results of any claim submitted for coverage under the Carhood Insurance.

To the fullest extent possible, Carhood will hold the renter responsible for any damage that occurs during the rental period. Carhood in no way, and under no circumstances, warrants that the rental vehicle will be checked for damage immediately upon return at the end of the rental period. Carhood may contact you, and charge you for any additional damage to the rental vehicle up to 30 days after the end of the rental period.

For vehicle owners, Carhood's coverage is always primary during the rental period. When the vehicle is at a Carhood facility either before or after the applicable rental period, Carhood assumes partial liability for the vehicle. This means that if damage is caused by a Carhood employee, agent or contractor, or by an employee, agent or contractor of the Carhood co-share company, Carhood will be liable for reimbursing the owner of the vehicle for damages, for an amount reasonably determined by a reputable establishment, within 30 days of the damage occurring. Please note that any damage which falls under Carhood's fair wear and tear policy, as determined by Carhood, is not covered and Carhood assumes no liability for such damage. If damage to the vehicle occurs for any other reason, including, but not limited to, fire, earthquake, flood, Acts of Nature or Acts of God, failures of suppliers, embargo, strikes, labour disputes, riots, acts of terrorism, war or other violence, or due to any reason of any law, order, proclamation, regulations, ordinance, demand or requirement of any legitimate Government agency, or any other act or condition whatsoever beyond the reasonable control of Carhood, the Carhood shall not be liable for damages to the vehicle.



Please note that Carhood may reject or refuse any claim at any time for any reason whatsoever.

## 17 AVAILABILITY AND OVERBOOKING:

As an owner, you are required to make the listed vehicle available as booked. If you are unable to meet this requirement, you are required to inform Carhood as soon as possible. Carhood may track your cancellations and suspend or cancel your account if your cancellations are deemed, in Carhood's sole determination, to be systematic or frequent.

As a renter, when you book a rental vehicle, you are indicating your preference toward a specific type, category or class of vehicle, and indicating any additional features you would prefer the vehicle to have. Carhood will endeavor to provide availability of a vehicle of the selected class or any suitable and designated substitute class, as designated when you reserve your rental. In the case that the vehicle you receive is of an inferior class to that which you have reserved, you will receive a refund of the price difference between the two vehicle classes as listed at the time of substitution. In the event that a pre-booked rental vehicle becomes unavailable and no suitable replacement vehicle is available, Carhood will provide complimentary transportation to the nearest car rental or sharing facility or to the nearest public transport stop. The User's original rental cost as well as any fees, charges, taxes and add-ons will be fully refunded. **Carhood and its Users do not assume any additional liability or any obligation for any reservation or booking, regardless of its status as confirmed, guaranteed or any other similar status.**

## 18 LIABILITY:

Except as otherwise specifically provided herein, you agree to defend, indemnify and hold harmless Carhood and its subsidiaries, agents, licensors, managers, and other affiliated companies, their employees, contractors, agents, officers and directors from and against any and all claims, damages, obligations, losses, liabilities, costs or debt and expenses (including, but not limited to, attorney's fees) arising from:

- A. Your use of and access to the Carhood website and/or Service, including any data or content transmitted or received by you;
- B. Your violation of any term of this Agreement, including, without limitation, your breach of any of the representations and warranties above;
- C. Your violation of any third party right, including without limitation, any right of privacy, publicity or intellectual property rights;
- D. Your violation of any law, rule or regulation of Australia or any other Country;



- E. Any claim or damages that arise as a result of any of your content or any that is submitted via your account; or
- F. Any other party's access and use of the Service with your unique username, password or other appropriate security code.

## **19 CARHOOD REFERRAL PROGRAM:**

As a User, by referring your friends to the site, you may participate in the "Referral Program", which is a loyalty program that may be available as part of this Site. If You choose to participate in the Referral program, for each friend you refer to Carhood for which a qualifying referral (defined below) is completed, You may be able to receive Carhood Credits. Carhood Credits are certificates that will be applied as a discount on a future made rental and completed by Users via the Site and Service.

In order to receive Carhood credits, each of the following requirements must be met (collectively a Qualifying Referral):

- a. You must log into Your Carhood account on the Site and either select the "Invite Friends with Facebook", "Invite Friends with Twitter", or "Email your Friends" link;
- b. You must share the link provided with friends via Facebook or Twitter, by copying and pasting the unique referral link generated via the Site, by sending the unique referral link generated by the Site in an email via the services to Your friends, or by using the other tools provided to share the unique referral link with friends;
- c. A friend who clicks on the link must create a Carhood account and become a User;
- d. After becoming a User, the friend must either make a rental that is completed and not cancelled or create a listing that is completed and not cancelled (either due to a cancellation request or an automatic cancellation due to the User's failure to drop off or pick up their vehicle (as applicable) at the specified time and location; and
- e. The Referral Program must be available at the time You share the link as in part b.

Satisfaction of a Qualifying Referral and the Carhood Credits You receive will be reflected while booking Your next rental or completing the vehicle pick up process during Your next listing, after the Qualifying Referral has been completed. You may not earn Carhood Credits by permitting another individual to use Your Carhood account. Carhood Credits accrued in multiple



Carhood Accounts may not be combined into one Carhood Account. You may not earn Carhood Credits by creating multiple Carhood Accounts. You may not post Your referral link on coupon or discount sites, or other public forums except Facebook, Twitter or other social networking sites as approved by Carhood. By acquiring Carhood Credits, You agree and acknowledge that Carhood is granting You a limited, revocable licence to a digital item, and that Carhood Credits are not Your personal property. You may not obtain any cash or other currency in exchange for Carhood Credits, nor are they transferrable.

Carhood reserves the right to change the terms of the Referral Program at any time and without notice. If Carhood determines that You have violated the Terms of the Referral Program, Carhood may revoke, without notice, some or all of Your accumulated Carhood Credits. Without limiting any other Terms, and subject to applicable law, all Carhood Credits are forfeited if Your Carhood Account is terminated or suspended for any reason or if Carhood discontinues providing the Site, Services or the Referral program.

## **20 CARHOOD REFERRAL PROGRAM:**

In addition to the other representations and warranties in this Agreement, You affirm, represent and warrant that:

- a. You are of legal age in Your jurisdiction and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set out in this Agreement;
- b. If You are an Owner, to the best of Your knowledge and belief, any vehicle You offer for rental hereunder is mechanically sound, in safe condition and is free of any known faults and/or defects that would affect the safe operation of the vehicle under normal use and further You assure that the vehicle complies with all eligibility requirements, and that You have, and will at all relevant times maintain an active registration on the said vehicle.
- c. If You are a Renter, You agree to inform Carhood of any changes in Your driving record including, but not limited to, any driving incidents or major violations (as defined in the Renter Terms and Requirements);
- d. To the best of Your knowledge, all the information that You provide to us is truthful and accurate.



## **21 NO WARRANTY:**

If You choose to use the Site and Service and/or participate in a rental or listing, You do so at Your own risk. You acknowledge and agree that Carhood does not conduct criminal background checks on any User, including, but not limited to, Renters and Owners. The Service and any content is provided on an “as is” and “as available” basis. To the maximum extent allowed by applicable law, the Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties or merchantability, fitness for a particular purpose or non-infringement. No advice or information, whether oral or written, obtained by You from Carhood or through the Service will create any warranty not expressly stated herein. Without limiting the foregoing, Carhood, its subsidiaries and its licensors do not:

- A. Warrant that the content is accurate, reliable or correct;
- B. That the Service or any Rental will meet Your requirements;
- C. That the Service or any reserved vehicle will be available at any particular time or location, uninterrupted or secure;
- D. That any defects or errors will be corrected;
- E. That the Service will be free of viruses or other harmful components.

You will be solely responsible for any damage or loss that results from Your use of the Service and that Carhood will not be liable for any costs, expenses or losses as a result of the Service not being available.

## **22 LIMITATION OF LIABILITY:**

Except as expressly provided under the Carhood Insurance and to the maximum extent allowable by law, in no event shall Carhood, its affiliates, agents, directors, employees, suppliers or its licensors be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses that result from the use of, or inability to use this Service, including without limitation, any rental. Under no circumstances will Carhood be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or Your Account or the information contained therein.

To the maximum extent allowable by law, Carhood assumes no liability or responsibility for:

- a. Errors, mistakes or inaccuracies of content;
- b. Personal injury or property damage of any nature whatsoever resulting from Your access to, or use of, our Service;



- c. Any unauthorized access to, or use of our secure servers and/or any personal information stored therein;
- d. Any interruption or cessation of transmission to or from the Service;
- e. Any bugs, viruses or the like that may be transmitted to or through our Service by any third party;
- f. Any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available through the Service; and/or
- g. Content or the defamatory, offensive or illegal conduct of any third party.

In no event shall Carhood, its affiliates, agents, directors, employees, suppliers or licensors be liable to You for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the greater of either:

- a. The amounts paid by Carhood to You in the twelve (12) month period prior to the event giving rise to the liability; or
- b. \$100.00 AUD

The limitations of damages set forth above are fundamental elements of the basis of the Agreement between Carhood and You.

This limitation of Liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability or any other basis even if Carhood has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. Some States do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages so the above limitations or exclusions, so the above limitations or exclusions may not apply to You. This Agreement gives You specific legal rights and You may also have other rights which vary from State to State. The disclaimers, exclusions and limitations of liability under this Agreement will not apply to the extent prohibited by applicable law.

The Service is controlled and operated from its facilities in Australia. Carhood makes no representations that the Service is appropriate for use in other locations. Those who access or use the Service from other jurisdictions do so of their own volition and are entirely responsible for compliance with all applicable local and Australian laws and regulations. You may not use the Service if You are a resident of a country embargoed by Australia, or are a person or entity blocked or denied by the Australian Government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies or other entities located in Australia.



## **23 OWNERSHIP:**

The Site and Service are protected by copyright, trademark and other laws of Australia and foreign countries. You acknowledge and agree that the Site and Service including all associated intellectual property rights is the exclusive property of Carhood and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or any other proprietary rights notices incorporated in or accompanying the Site and Service.

## **24 ASSIGNMENT:**

This Agreement and any rights and licenses granted hereunder may not be transferred or assigned by You but may be assigned by Carhood without restriction. Any attempted transfer or assignment in violation of this Agreement shall be null and void.

## **25 NO AGENCY:**

Carhood does not intend to appoint any User as its employee, legal agent or to form any kind of legal partnership or joint venture. You are not authorised to make any commitments on behalf of Carhood. This Agreement does not create any kind of employee or contractor relationship between any User of the Site or Service and Carhood.

## **26 COOKIES:**

We may use cookies and other technologies to facilitate and track your use of the services offered on this website and in connection with our e-mail communications. For more information on our use of such technology please see our Privacy Policy.

## **27 PRIVACY:**

We care about the privacy of our Users. Our Privacy Policy outlines how we use and safeguard Your information. You understand that by using the Service, You are consenting to the collection, use and disclosure of Your personally identifiable information and aggregate data as set forth in our Privacy Policy, and to have Your personally identifiable information collected, used, transferred to and processed in Australia.



## **28 SECURITY:**

We have implemented commercially reasonable technical and organizational measures designed to secure Your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. We cannot guarantee that unauthorized third parties will never be able to defeat those measures or use Your personal information for improper purposes. You acknowledge that You provide Your personal information at Your own risk.

## **29 TERMINATION:**

You may terminate Your participation in the Site and Service at any time except if You have an active Listing, Rental or dispute with us or another User of the Site, by providing us with a written notice of termination. We may terminate Your participation in the Site and Service at any time, without notice to You, for any reason or no reason. If Your account is terminated, we will cancel all future bookings and You will not be entitled to any form of compensation except full refunds of pre-booked rentals. We maintain sole discretion to bar Your use of the Site and Service in the future for any reason or for no reason. This Agreement will remain in effect after your participation in the Service ends.

## **30 GOVERNING LAW:**

To the maximum extent allowable by law, You agree that:

- a. The Service will be headquartered in Victoria Australia;
- b. The Services shall be deemed passive so that they do not give rise to personal jurisdiction over Carhood, either specific or general, in jurisdictions other than Victoria, Australia;
- c. This Agreement will be governed by the internal substantive laws of the State of Victoria, Australia without respect to its conflict of laws or principles;
- d. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded;
- e. You will submit to the personal jurisdiction of a State Court located in Victoria, Australia or the relevant Australian District Court for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents or other intellectual property or proprietary rights, as set forth in the Arbitration provision below.

## **31 ARBITRATION:**

In the unlikely event that Carhood has not been able to resolve a dispute it has with you after attempting to do so informally, we each agree to resolve any claim, dispute or controversy (excluding any Carhood claims for injunctive or other equitable relief) arising from, or in connection to this Agreement or alleged breach thereof (collectively "claims"), by binding arbitration by the Institute of Arbitrators & Mediators Australia ("IAMA") in Victoria, Australia, under the commercial rules then in effect for the IAMA, except in the case of an amount payable by a Renter for damage or total loss of a vehicle, where the damage or total loss cannot reasonably be disputed (as determined by Carhood) or as otherwise provided herein. The award rendered by the Arbitrator shall include the costs of Arbitration, reasonable attorney's fees and reasonable costs for expert and other witnesses. Any judgement on the award by the Arbitrator may be entered in any court of competent jurisdiction. Nothing in this section shall be deemed as preventing Carhood from injunctive or other equitable relief from the courts as necessary to protect any of Carhood's proprietary interests.

All claims must be brought in the parties' individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. You agree that by entering into this Agreement, You and Carhood are each waiving the right to a trial by Jury or to participate in a class action.

The Arbitrator will render an award within the time frame specified in the IAMA Rules. The Arbitrator's decision will include the findings and conclusions upon which the Arbitrator based the award. Judgement on the arbitration award may be entered in any court having jurisdiction thereof. The Arbitrator's award damages must be consistent with the terms of the Limitation of Liability section above as to the types and the amounts of damages for which a party may be held liable. The Arbitrator may award declaratory or injunctive relief only in favour of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim.

## **32 NOTICE PROCEDURES:**

Carhood may provide notices and notifications whether such notifications are required by law or are for marketing or other business related purposes to You via email notice, written or hard copy notice or through conspicuous posting of such notice on our website as determined by Carhood in our sole discretion. Carhood is not responsible for any automatic filtering You or Your network provider may apply to email notifications we send to You at



the email address You provide us with at the time of registration or if You are no longer able to receive emails at the address You have provided us with.

### **33 ENTIRE AGREEMENT AND SEVERABILITY:**

This Agreement, together with all amendments, documents referenced in this Agreement (Carhood Owner Policies and Requirements, Renter Policies and Requirements, Insurance Overview, Damage and Incident procedures), and any other legal notices and agreements published by Carhood via the Site and Service, shall constitute the entire Agreement between You and Carhood concerning the Site and Services. If a court of competent jurisdiction deems any provision of this Agreement invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement which shall remain in full force and effect. The failure of Carhood to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.

### **34 NO WAIVER:**

The failure of Carhood to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorised representative of Carhood. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.