

DEEPAL ROADSIDE ASSISTANCE PROGRAM

TERMS & CONDITION – DECEMBER 2024

1800 020 371

TERMS AND CONDITIONS

You should carefully read and agree to these Terms and Conditions as your DEEPAL Roadside Assistance Program will be provided on these Terms and Conditions which contain exclusions and limitations.

By making a request for Roadside Assistance, you will be agreeing to these Terms and Conditions.

This document is current as at 1st December 2024 but is subject to change at any time without notification.

DEEPAL ROADSIDE ASSISTANCE PROGRAM IN DETAIL

Using DEEPAL Roadside Assistance offers reliable and secure Roadside Assistance 24 hours a day, 365 days a year within the limits set out in these Terms and Conditions.

To access DEEPAL Roadside Assistance, simply call us on **1800 020 371**. Please have the following information ready when you call:

- Your name and telephone number
- Your Breakdown location (stating the nearest cross street where possible)
- Your membership number and expiry date
- Your Vehicle registration number
- A description of the problem.

WHO IS THE ROADSIDE ASSISTANCE PROVIDER?

Roadside Assistance is provided for 1 year from the date of new vehicle registration under your Deepal Roadside Assistance membership and is provided by Digicall Assist Pty Ltd ABN 92 152 605 340 trading as 'Digicall Assist'.

Whenever you request roadside vehicle assistance under your membership, you will be making that request to Digicall Assist, who will provide the services under the terms and conditions set out below. The terms and conditions contain exclusions and limitations.

ELIGIBILITY CRITERIA

As a pre-condition to being eligible for DEEPAL Roadside Assistance, your DEEPAL vehicle must have been sold and distributed by DEEPAL Australia and must be a Roadworthy Well-Maintained Vehicle.

Additionally, your vehicle must also be mobile prior to becoming a DEEPAL Roadside Assistance Member. If your Vehicle is not a Roadworthy Well-Maintained Vehicle or has a pre-existing fault at the time of renewing your policy, a DEEPAL Roadside Assistance Service Provider may still attend to your call, but they will inform you as to how much it will cost to provide assistance. This cost will be your responsibility.

PLEASE STAY WITH YOUR VEHICLE

Once a roadside assistance provider has been called, it is important that you remain with your DEEPAL vehicle if it is safe to do so. Should a DEEPAL Roadside Assistance Service Provider arrive at the scene of the Breakdown and the DEEPAL vehicle is unattended, we will be unable to carry out any work and payment may be required for any subsequent Callout to assist with the same incident.

If you require assistance and have to leave your Vehicle for safety reasons, please advise the DEEPAL Roadside Assistance Customer Service Assistant at the time of the initial call.

TELE – ASSIST

Once our Customer Service Assistant receives your call, DEEPAL Roadside Assistance will provide general advice about the operation of your Vehicle. If your Deepal vehicle is immobilised, we will provide an over the phone diagnosis (where possible) to get your vehicle mobilised.

ROADSIDE ASSISTANCE

If our Customer Service Assistant is unable to assist you over the telephone, DEEPAL Roadside Assistance will dispatch a Service Provider who will arrange a minor roadside mechanical repair of your immobilised Vehicle to facilitate the immediate mobilisation of the DEEPAL vehicle.

It does not include workshop repairs which may require diagnostic equipment, parts or repairs and does not include servicing of the DEEPAL vehicle. You will be responsible for the costs of items such as hose clamps, lightbulbs, coolant top-ups, nuts, bolts and the like to get your DEEPAL vehicle back on the road.

FLAT OR FAULTY BATTERIES

Flat batteries can occur. If you find yourself immobilised with a battery problem, we will attend to your DEEPAL vehicle, test the battery for performance, jump start the flat 12V battery and coordinate battery replacement if required.

If your DEEPAL vehicle is out of New Vehicle Warranty, the roadside assistance policy covers the Callout fee. Any additional costs such as a replacement battery are not covered under your roadside assistance.

EMERGENCY EV BATTERY CHARGE DELIVERY

DEEPAL Roadside Assistance, where possible, will provide sufficient charge to drive, or transport the vehicle to the nearest accessible public charging station or home charging station.

FLAT TYRES

If you find yourself with a flat tyre, we will change it with the vehicle's serviceable spare wheel. If your vehicle is not equipped with a spare wheel, we will transport the DEEPAL Vehicle to an approved tyre outlet or authorised DEEPAL Service Centre. Please tell us if more than one tyre is flat or locking wheel nuts are fitted to the DEEPAL Vehicle as this may hinder the supply of our service.

We are only liable to replace one flat tyre with your Vehicle's Serviceable Spare tyre. Should additional services be required beyond this due to multiple flat tyres, the spare tyre being unserviceable, replacement wheel studs/nuts not being available or locking wheel nut key not available, towing is provided up to the towing limits specified below.

Where your vehicle is equipped with a temporary mobility kit, this may be used if it is deemed safe and suitable to do so.

LOST OR LOCKED KEYS

If you lose your keys or lock them in your DEEPAL vehicle, we will provide all reasonable assistance (subject to proof of ownership shown) to:

- Locate and deliver a spare key, or
- Arrange for the driver to retrieve the spare key, or
- Gain access to your Vehicle, once a consent and indemnity form has been signed by you.

In all other situations where the key is not available, we will arrange to transport the vehicle to an authorised repairer, where the appropriate entry methods may be used. We will not be responsible for any damage incurred, or for any repair costs that result from gaining access to the vehicle or moving the vehicle while it is locked. A limit of \$250.00 (inc. GST) applies to this benefit. All additional costs are your responsibility.

TOWING/TRANSPORTATION

Where your DEEPAL vehicle cannot be mobilised at the Breakdown location and/or requires electronic diagnosis, we will deliver your vehicle to the nearest authorised DEEPAL Service Centre from breakdown location. If the breakdown has occurred after business hours, we will arrange for your vehicle to be stored at a secure facility and delivered to an authorised DEEPAL Service Centre the next working day.

ACCIDENT COORDINATION

If your DEEPAL vehicle is involved in an accident, we will coordinate towing arrangements and will also provide advice on accident procedures. If required, we will coordinate alternative transport to enable you to continue your journey. All accident towing and alternative transport costs are your responsibility.

(Note that these costs, subject to the payment of any excess, may be recoverable from your insurance company under an appropriate insurance policy).

BOGGED VEHICLE

We will, at your cost, attend and recover your DEEPAL Vehicle from a bogged situation provided that reasonable and safe access is available to a conventional two-wheel drive recovery vehicle and no other specialist equipment is necessary.

A limit of \$100.00 (inc. GST) applies to this benefit.

All additional costs are your responsibility.

CARAVAN & TRAILER ASSISTANCE*

If your DEEPAL Vehicle suffers a breakdown and requires transportation to a repairer, we will transport the attached caravan or trailer to the same repairer or agreed location. The recovery distance will not exceed the initial transportation distance of the immobilised vehicle. Please refer to the section outlining limitations to towing. It is your responsibility to inform our customer service assistant, on the initial call, that your DEEPAL Vehicle is towing a caravan or trailer prior to a service provider being dispatched to assist you.

If you do not tell us, you may be responsible for any/all subsequent costs associated with the caravan or trailer towing.

*This service does not extend to breakdown related matters associated with the caravan or trailer itself or caravan and trailer couplings where your vehicle is still mobile. The caravan or trailer cannot exceed the legal towing weight or dimension restrictions for a passenger vehicle transporter.

ADDITIONAL BENEFITS

Additional benefits, being Accommodation, Rental Vehicles and Alternative Transport, are mutually exclusive and may not be combined i.e. in the event that the rental car benefit is availed the other Additional Benefits will not be available.

HOTEL ACCOMMODATION ASSISTANCE

If your DEEPAL Vehicle is immobilised due to a mechanical Breakdown more than 100kms by road from your home and for longer than 24 hours, accommodation will be provided for a maximum of three (3) nights to a total maximum value of \$600 (inc GST), should you decided to remain with the DEEPAL vehicle whilst it is being repaired locally, or if the Breakdown has occurred outside the hours when alternative transport could be arranged.

Any amount charged in excess of this limit will be your responsibility. This benefit provides room only and excludes meals, phone calls, laundry, etc.

Please note that if you claim the benefit for Hotel Accommodation Assistance, you are not entitled to claim Alternative Transport Assistance.

Rental vehicle entitlements cease once repairs the DEEPAL Vehicle have been completed.

RENTAL VEHICLE

Should a mechanical Breakdown occur and the DEEPAL vehicle be immobilised more than 100km from Home and for longer than 24 hours, DEEPAL Roadside Assistance will pay up to \$200 (incl GST) a day for up to three (3) days for a rental vehicle (maximum \$600). Any amount charged in excess of this limit will be your responsibility.

You will be responsible for all fuel costs, toll charges, insurance excess reduction, excess kilometre charges, any traffic infringements, any damage and any excess or insurance waivers on the rental vehicle, Rental benefits cease on the day the Vehicle has been repaired. If the driver's licence history or age will not allow the rental company to provide a hire car, the provision of alternative transport in lieu of a rental car will be at our discretion to the same maximum comparable hire car cost.

If a rental bond cannot be provided by the driver at the time of securing the hire car, provision of the hire car will be at the discretion of the rental company. We will not provide the rental bond, but at our discretion, may provide alternative transport in lieu of a rental car to the same maximum comparable hire car cost.

Rental vehicle entitlements cease once repairs the DEEPAL Vehicle have been completed.

ALTERNATIVE TRANSPORT ASSISTANCE

Should hotel accommodation or rental vehicle be unavailable following a mechanical or electrical failure which has immobilised your DEEPAL vehicle, DEEPAL Roadside Assistance will coordinate alternative transport to a maximum of \$50 (inc. GST). This benefit cannot be used in conjunction with Hotel Accommodation Assistance and the entitlement is to either benefit not both.

VEHICLE RELOCATION

Vehicle relocation will be provided where your DEEPAL Vehicle has a breakdown more than 100 kilometres from your home and cannot be repaired on the same day. If you have left the vehicle to continue your journey, vehicle relocation will be provided to deliver the DEEPAL Vehicle, once repaired, to your home or intended destination (whichever is the nearest) where the distance between you and the selected authorised repairer is greater than 100 kilometres. Alternatively, return transport will be provided to enable the driver to pick up the repaired vehicle.

EXCLUSIONS AND LIMITATIONS

1. We will not be responsible or liable for any additional or increased costs and expenses incurred as a result of the DEEPAL vehicle being in a remote location.
2. Subject to the statutory consumer guarantees and remedies available to you under the Australian Consumer Law and except to the extent caused by the negligence of DEEPAL Roadside Assistance or its agents or Service Providers, DEEPAL Roadside Assistance is not required to provide the roadside assistance services and will not be responsible or liable for any costs and expenses (or any increased costs or expenses) incurred in connection with or as a result of:
 - a) The DEEPAL vehicle not being registered on the DEEPAL Roadside Assist system where customer data is stored;
 - b) The DEEPAL vehicle being unregistered;
 - c) The DEEPAL vehicle being outside a Service Area;
 - d) The Deepal vehicle being unattended;
 - e) The Deepal vehicle being involved or connected to any form of motor sports (including driving on a racetrack or competing in organised road or off-road rallies);
 - f) DEEPAL Vehicle abuse or neglect by the Member (as reasonably determined by DEEPAL Roadside Assistance);
 - g) The Member failing to use reasonable care with the DEEPAL vehicle;
 - h) Failure by the Member to conduct regular preventative DEEPAL vehicle maintenance or provision of inappropriate repair or maintenance to the DEEPAL Vehicle;
 - i) Repeated service calls due to Member related faults;
 - j) Failure by the Member to comply with any instructions or directions provided with or attached to the DEEPAL vehicle;

- k) Accident damage, any damage arising from or caused by an impact or collision or accidental damage of any nature, any attempted or successful theft or break-in of the DEEPAL vehicle (but excluding the provision of and cost of providing any Accident-related services which DEEPAL Roadside Assistance agrees to arrange or provide);
 - l) Failure by the Member to comply with instructions reasonably provided by DEEPAL Roadside Assistance or its agents or Service Providers;
 - m) Failure by the Member to comply with any applicable road laws or regulations;
 - n) Caravans or trailers (subject to the specific benefits set out above);
 - o) Bugged DEEPAL vehicles, except where access is available and is trafficable by a two wheel drive recovery vehicle and no other specialist equipment is necessary. Should specialist equipment and/or towing become necessary, additional costs are your responsibility. Drivers will be advised of this condition prior to attendance by a DEEPAL Roadside Assistance Service Provider and the provision of this service is at our discretion;
 - p) DEEPAL vehicles operating as taxis, limousines, rental vehicles, hire vehicles;
 - q) Heavy haulage DEEPAL vehicles or DEEPAL vehicles that, in our opinion, require a heavy haulage towing provider due to the weight, length, width or height of your DEEPAL vehicle.
3. Where DEEPAL Roadside Assistance incurs costs under item 2 above, the Member will be responsible for the cost and must make payment in the amount and manner as advised by us.
- Additionally, if any of those events result in more than 5 Callouts per year, DEEPAL Roadside Assistance will be entitled to suspend your membership by giving you 30 days prior written notice with an explanation of the decision.
4. Services provided by DEEPAL Roadside Assistance are also subject to:
- Resources being reasonably available in the vicinity of the Breakdown or problem;
 - Any circumstance reasonably considered to be beyond our control (including but not limited to poor weather conditions such as heavy rain, cyclonic conditions, snow fall and flooding, as well as war, strikes, civil commotion, unexpected traffic conditions and telecommunication failures);
 - Areas being trafficable by a two-wheel-drive recovery vehicle;
 - Vehicle accident or traffic congestion;
 - Restricted Access Area requirements.
5. We have no obligation to pay for costs incurred in service calls where your DEEPAL vehicle is immobile in a workshop undergoing repairs, or undergoing mechanical or electrical repairs at your premises. We are not responsible or liable for any costs arising from work carried out by an Approved Repairer, and all repairs and costs for repairs undertaken by the repairer are your responsibility.

TRANSFERRING OF YOUR MEMBERSHIP

Your DEEPAL Roadside Assistance membership is fully transferable to the new owner of the DEEPAL vehicle at any time during the membership period. Please contact us on +61 0 9930 7800.

CANCELLATION OF MEMBERSHIP

You may choose to cancel your DEEPAL Roadside Assistance membership at any time, however, no pro rata refunds will be given to you on unexpired membership merely because you decide you do not want the membership.

AUSTRALIAN CONSUMER LAW

Despite anything contained in these Terms and Conditions, the Australian Consumer Law (ACL) gives you statutory rights including guarantees and remedies that cannot be excluded or modified by these Terms and Conditions. The ACL guarantees and remedies include (depending on the type of failure, fault, or defect) repair or replacement, a refund, compensation for reasonably foreseeable loss or damage, or a resupply of services if the goods or services do not meet the standards required by the Australian Consumer Law.

PRIVACY

DIGICALL complies with Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (Privacy Act). This Privacy Policy sets out the DIGICALL ASSIST Pty Ltd (Digicall) policy in relation to our privacy obligations to you and explains the types of personal information that we may collect, hold, use and with whom the information is shared. It also sets out how you can contact us if you have any queries or concerns about this information.

What personal information we collect and store:

DIGICALL collects personal information from our clients, customers of our clients, our suppliers, employees, contractors and job applicants. The types of personal information we may collect include contact information (such as your name, date of birth, address, email address, telephone number, fax number, emergency contact information), details and copies of your identity documentation, licences (including Driver and industry licencing), banking details.

The purposes for which we collect, hold, use and disclose personal information:

All personal information collected by DIGICALL is solely used for our business functions and activities. It may be used for the purposes of:

- responding to your requests, enquires and/or complaints;
- billing;- to maintain your account details;
- providing you with our products or services that you have requested;
- providing you with any communications in which we think you might be interested, or which you have requested;
- letting you know about developments in our procedures, products, services, activities and programs that might be useful to you;
- meeting our employer obligations, to contact next of kin in an emergency, and to ensure that our employees and contractors have the skills, experience, qualifications and clearances required to perform services for DIGICALL and our customers;
- collecting feedback and information from third parties relating to our employees, contractors and suppliers' performance of services for or on behalf of Digicall;
- to consider employment applications;- to verify your competency for certain tasks/activities;
- for emergencies.

DIGICALL will take reasonable steps to ensure personal information that it keeps is accurate, up-to-date and relevant to the purposes for which it is to be used.

DIGICALL must only use or disclose your personal information to the extent necessary to comply with laws, perform Digicall's functions or exercise its rights.

HOW WE COLLECT AND SECURELY STORE PERSONAL INFORMATION

Personal information may be collected by DIGICALL by way of provision of personal information by individuals via the phone, online contact forms and employment applications, user-generated content; market research, emails, and during face-to-face meetings and interviews. Where necessary and with your consent, we supplement the information we receive from you with information from third party sources.

DIGICALL takes all reasonable steps to protect your personal information from loss, misuse or unauthorised disclosure, modification or destruction.

Digicall's code of conduct and information security policies prohibit employees from looking at, recording or disclosing personal information about you except in course of performance of their duties. Security measures include:

- limiting access to the information we collect about you to "a need-to-know" basis;
- requiring any third-party providers to have adequate security measures; and
- limiting physical access to our premises and putting in place other physical, electronic, and procedural safeguards in line with industry standards.

HOW YOU MAY ACCESS AND CORRECT YOUR PERSONAL INFORMATION

Under the APPs, you may be able to obtain a copy of the personal information that we hold about you. The APPs provide some exceptions to your rights in this regard. To make a request to access this information, please contact us in writing to one of the contact addresses below. We will require you to verify your identity and specify what information you require. We may charge a fee to cover the cost of verifying the application and locating, retrieving, reviewing and copying any material requested.

We endeavour to ensure that the personal information we hold about you is accurate, complete and up to date. Please contact DIGICALL if you believe that the information, we hold about you requires correction or is out-of-date.

We will endeavour to respond to written requests within 30 business days after a request is received by us.

DIRECT MARKETING

DIGICALL will only engage in direct marketing practices in accordance with the law. You may contact privacy@digicallassist.com.au at any time to request that you no longer receive any marketing information from us.

Disclosure and retention of personal information:

As part of providing our services, DIGICALL may disclose your personal information to third party suppliers and contractors of services, banks or other financial institutions, customers, our professional advisers and our external service providers that provide services to us. In these cases, DIGICALL expects these organisations to protect the privacy of that personal information.

We may also disclose your personal information if it is required or authorised by law, where disclosure is necessary to prevent a threat to life, health or safety, Work, Health and Safety Investigations or where we are otherwise permitted by the PIPP Act, Privacy Act, other relevant legislation or authorized by you.

Digicall's digital information is stored on servers within Australia. DIGICALL takes all reasonable steps to ensure that it deals with reputable entities for the purposes of securely storing personal information.

DIGICALL only retains personal information for periods required by law and/or our business operations. Otherwise DIGICALL will take reasonable steps to securely destroy or permanently de-identify the personal information.

WEBSITE BROWSING LINKS TO OTHER WEBSITES

Accessing COMPANY NAME's websites will result in some information being logged including the time of access, IP address and the pages that have been viewed or accessed.

Our website may contain links to third party websites. We do not operate these websites and therefore are not responsible for the collection or handling of personal information by the operators of these websites.

NOTIFIABLE DATA BREACHES

DIGICALL complies with the amendments to the Privacy Act, effective from 22 February 2018, in relation to notifiable data breaches and has an updated plan to ensure compliance with the new requirements, including notification of the Australian Information Commissioner and affected individuals of certain types of data breaches, and is able to promptly respond to any suspected data breaches. A notifiable data breach happens when there is unauthorised access to, unauthorised disclosure of, or loss of, personal information which is likely to result in serious harm to the individual to whom the information relates.

MAKING A COMPLAINT

If you believe that DIGICALL has breached one or more of its privacy obligations, your complaint (including a summary of the privacy concern or alleged breach and copies of any relevant documentation) shall be addressed to one of the contacts provided in DIGICALL Contact Details section below.

DIGICALL will investigate the complaint and will endeavor to respond to you within 30 business days. DIGICALL will take immediate steps to redress proven privacy concerns or breaches.

Lodging a complaint with the Australian Information Commissioner – personal information:

If you do not receive a response from DIGICALL after 30 days or if you are not satisfied with the response, you can then lodge a complaint with the OAIC (telephone: 1300 363 992 | at www.oaic.gov.au).

Access to this Policy:

This policy can be viewed at our website at www.digicallassist.com.au. Alternatively, you can request a copy of this policy using our contact details below.

DIGICALL Contact Details:

Postal Address: P.O Box 3474Rhodes NSW 2138 Australia | T: +61 2 8880 3999 |
E:privacy@digicallassist.com.au

DEFINITIONS

In these terms and conditions, the following words have the following meanings.

Accident or Accidental Damage: a Vehicle involved in or damaged by impact or collision or accident of any nature (including damage to the Vehicle's tyres and/or rims), or by attempted or successful theft or break in to the Vehicle.

Approved Repairer: a DEEPAL dealership, a servicing dealer or repairer that has been authorised and approved by DEEPAL Roadside Assistance to undertake workshop repairs to your DEEPAL vehicle. DEEPAL Roadside Assistance is not responsible for any costs for work carried out by an Approved Repairer and all repairs and costs are your responsibility.

Breakdown: mechanical or electrical fault which has caused the DEEPAL vehicle to be immobilised or become unsafe to drive (whether in transit or otherwise). Breakdown can also include a flat tyre, flat or faulty battery, a DEEPAL vehicle which has run out of EV battery charge or keys which have been locked in the DEEPAL vehicle or lost.

Callout: DEEPAL Roadside Assistance provided by a Customer Service Assistant over the telephone or, if DEEPAL Roadside Assistance's Customer Service Assistant is unable to get your DEEPAL vehicle mobilised over the telephone, attendance at your Vehicle (subject to DEEPAL Roadside Assistance's Terms and Conditions set out in this document).

DEEPAL Vehicle: The DEEPAL motor vehicle registered to receive the DEEPAL Roadside Assistance.

Home: Your home or business address as registered on the Roadside Assistance system.

Member: the person who holds the DEEPAL Roadside Assistance membership.

DEEPAL Roadside Assistance: a service provided by Digicall Assist Pty Ltd.

Restricted Access Area: an area that is protected by security and/or other systems designed to prevent access by unauthorised people and includes areas that DEEPAL Roadside Assistance does not have permission to enter (including but not limited to airports, sporting venues, protests and concerts).

Roadworthy Well Maintained Vehicle: a DEEPAL vehicle that is mechanically sound and otherwise fit to be operated and driven on Australian roads. The Vehicle will comply with the minimum safety and other standards required by Australian Road Transport and Safety laws and regulations and also be maintained and serviced by qualified personnel to the Vehicle manufacturer's recommended standards and specifications set out in the vehicle service booklet and instruction manual.

Service Area: an area in mainland Australia, Tasmania, Phillip Island and any other area that is trafficable by a two-wheel drive recovery vehicle or an island that is accessible by a two wheel drive vehicular bridge (excludes ferries).

Service Provider: a mobile mechanic, tow truck operator or other roadside assistance provider nominated by DEEPAL Roadside Assistance.

Serviceable Spare: a wheel and tyre that is ready and able to be fitted to your Vehicle to mobilise your DEEPAL vehicle after changing a flat tyre.

We, Our and Us: DEEPAL Roadside Assistance, Digicall Assist Pty Ltd our employees, agents, contractors, and related companies.

You and Your: the DEEPAL Roadside Assistance Member.