

KINTO Member Agreement

This KINTO Member Agreement contains the KINTO Privacy Collection Notice in clause 12.2 below.

1 About KINTO

- (a) KINTO gives you access to Vehicles which you can use by the hour or day in accordance with the terms of this Agreement. These services are sometimes referred to as KINTO Share, KINTO Rent or KINTO Flex.
- (b) KINTO is a program of Toyota Finance Australia Limited (ABN 48 002 435 181). KINTO Vehicles are provided by, and you are contracting with Toyota Finance Australia Limited (ABN 48 002 435 181) (**KINTO, we or us**).
- (c) This Agreement governs your application for Membership, your Membership, your Bookings, and use of the Website and the KINTO App.
- (d) This Agreement will operate for a term of one month (**Initial Term**). After the expiry of the Initial Term, this Agreement will continue to roll over on the same one month term (each a **Subsequent Term**) until terminated in accordance with this Agreement.

2 Who can use KINTO

- (a) In order to use KINTO Vehicles you must be a Member.
- (b) To become and remain a Member, you must always during the Term:
 - (i) be at least 18 years old;
 - (ii) have a valid full or P2 provisional Australian or international driver's licence with licence type of 'car';
 - (iii) have a valid Payment Card in your name or a Payment Card approved for use by KINTO;
 - (iv) have not had an application for, or contract of, motor insurance refused, declined or cancelled in the last three years;
 - (v) have not had your driver's licence or permit suspended, cancelled, restricted or endorsed with special conditions in the last three years;
 - (vi) have not been convicted of, or had any fines imposed, for criminal activity in the last three years;
 - (vii) have not had more than two motor vehicle claims where you have had to pay an excess in the last three years;
 - (viii) provide consent to enable us to verify your identity using DVS or other third party systems;
 - (ix) provide us with any information KINTO reasonably requests including but not limited to photo identification, proof of address and photocopies of your driver's licence; and
 - (x) accept the terms of this Agreement and the Terms of Use.
- (c) If you fail to continue to satisfy clause 2(b) at any time during the Term:
 - (i) you must notify us immediately; and
 - (ii) you may no longer be a Member.
- (d) You consent to us checking your personal information with the document issuer or official record holder via third party systems for the purpose of confirming your identity in relation to joining KINTO.
- (e) You:
 - (i) acknowledge that you have been provided with, and confirm that you have read and understood, the KINTO Privacy Collection Notice in clause 12.2 below; and

- (ii) consent to the collection of your personal information and agree to your personal information being handled in accordance with this Agreement, the KINTO Privacy Collection Notice in clause 12.2 and the Privacy Policy.
- (f) You agree that we may store your nominated Payment Card information with a third-party provider of payment gateway services.
- (g) You agree that we may debit your nominated Payment Card for all fees and charges incurred in relation to the use of KINTO services during the term of your Membership and any other amounts you owe us under this Agreement.
- (h) You authorise us to take a \$1 pre-authorisation to check the validity of your Payment Card.
- (i) We reserve the right to refuse Membership at our discretion and we are not required to give you reasons if we refuse your Membership application.
- (j) We may request further information and documentation from you at any time during the term of your Membership and you agree to provide it to us.

3 Your obligations

3.1 General Obligations

You must:

- (a) always hold a valid driver's licence;
- (b) comply with all laws, including all traffic regulations and licensing requirements;
- (c) drive and use the Vehicle in a lawful, safe, and careful manner.

3.2 Misuse of KINTO App

You must:

- (a) take all reasonable steps to prevent your Membership from being used to access KINTO in an unauthorised manner;
- (b) not allow anyone who is not an approved KINTO Member to drive or use the Vehicle; and
- (c) give us notice if any of your details have changed, including your contact details, Payment Card, licence conditions or any matters set out in clause 2(b).

4 Fees

4.1 Membership Fees (if any)

- (a) You agree to pay the Membership Fee. It is charged in advance and payable monthly.
- (b) The Membership Fee will be displayed on www.kinto.com.au.
- (c) Where we increase the Membership Fee, you will be entitled to terminate this Agreement by providing written notice to us no later than five days before the change is due to take effect. You must return any Vehicle before the end of the notice period.

4.2 Booking Fees

- (a) You agree to pay the Booking Fees applicable to your Booking.
- (b) For Long Term Bookings, the Booking Fees and your Billing Period will be displayed in the KINTO App.
- (c) For Short Term Bookings, only the Booking Fees will be displayed in your KINTO App.
- (d) Subject to clause 4.5, the Booking Fees are accurate at the time you make or extend your Booking.
- (e) Unless agreed otherwise by KINTO, and excluding a Warranty Booking and an Insurance Booking, the Booking Fee comprises the Duration Fee and the Distance Fee.

- (f) For a Warranty Booking and an Insurance Booking, the Duration Fee is not payable. The Distance Fee and any Other Fees as described in clause 4.3 are payable.
- (g) You must pay the Booking Fee by Payment Card unless we agree to accept another form of payment from you.
- (h) For Long Term Bookings:
 - (i) the Duration Fee will be charged to you by instalments in advance as set out in the payment schedule within the KINTO App, with each instalment due on the same day each month (unless that day does not exist in the month, in which case it will be charged on the last day of that month);
 - (ii) the first payment of the Duration Fee will be charged to you up to two hours before your Booking commences; and
 - (iii) the Distance Fee will be calculated and charged to you at the end of each applicable Billing Period on the same day as the Duration Fee. The final Distance Fee is charged at the end of the Booking.
- (i) For Short Term Bookings:
 - (i) the Duration Fee will be calculated and charged to you up to two hours before your Booking commences; and
 - (ii) the Distance Fee will be calculated and charged to you at the end of your Booking.
- (j) If KINTO has agreed to accept payment by direct debit or electronic funds transfer, your unpaid Booking Fees will be included in the applicable monthly statement and charged to the entity responsible for payment.
- (k) You agree that we may require payment of some or all of the Booking Fees up-front, before the commencement of your Booking and at any time if your Booking is extended. If payment is not made, then we are under no obligation to allow your Booking to proceed or continue.
- (l) The Booking Fee is payable on all Bookings made that are not cancelled in accordance with this Agreement, irrespective of whether the Vehicle was used or not.
- (m) The total Booking Fee excludes any Extras selected as part of the Booking (e.g. Insurance Excess reduction, Concierge and One Way Trip). If you have selected any Extras as part of the Booking, these will be charged separately at KINTO's discretion at:
 - (i) the time the Extras are requested, arranged or confirmed;
 - (ii) the end of the Booking; or
 - (iii) the end of the applicable Billing Period.
- (n) If you have selected Concierge as an Extra to your Booking and you need to make changes to the Booking that impact the Concierge service, such as change in drop off location, date or time, you must provide KINTO with a minimum of two days' notice to make these arrangements. Failure to provide sufficient notice may result in you being charged the Concierge fee again each time this service has to be re-scheduled.

4.3 Other fees

- (a) You agree to promptly pay any fees and charges incurred while the Vehicle is in your possession, including but not limited to refuelling (where applicable), damage, tolls, traffic infringements, parking costs, at fault roadside assistance callout fees, missing cards, accessories or devices (including for example charging cable or key fob(s)), towing fees, storage fees, collection agent fees, payment decline fees, late payment fees, legal costs and court fees.
- (b) If a speeding, parking or other traffic infringement notice is issued for the Vehicle while the Vehicle is in your possession, the infringement notice will be processed and re-issued in your name by us. You will be liable for any fees and charges associated with the infringement, including our reasonable administration fees for processing and re-issuing the notice.

- (c) If you do not return the Vehicle in the same clean and smoke free condition in which you collected it you agree to promptly pay the cleaning fees and smoking fees (where applicable) as set out in the Fee Schedule.
- (d) If the Vehicle is damaged, misused, abused or neglected while in your possession, you will be required to pay for any repairs, maintenance or service fees reasonably incurred by us (including any inspection or repair fees) to return the Vehicle to the same condition that you collected it. This obligation is subject to the operation of clause 8 which relates to the insurance which covers KINTO Vehicles.
- (e) If you do not return the Vehicle at the required time, as set out in your Booking confirmation or your Booking change email, you agree that you may be charged:
 - (i) Booking Fees for the additional time that the Vehicle remains in your possession, rounded up to the nearest Booking time interval as per the KINTO App;
 - (ii) a late return fee, as set out in the Fee Schedule, unless you notify us and your Booking can be extended (and you may not be able to extend your Booking if the Vehicle has been booked by another Member);
 - (iii) administration fees reasonably incurred by us as a result of contacting you or assisting other Members with finding replacement Vehicles; and
 - (iv) any fees payable as a result of KINTO having to recover the Vehicle, including but not limited to, legal costs, court costs, police costs, debt recovery costs, parking costs and retrieval costs of the Vehicle and replacement costs of the Vehicle if a Vehicle cannot be recovered.
- (f) You agree that you may be liable to pay other fees as set out in the Fee Schedule and under this Agreement. Fees may be amended by us from time to time, and where there is an increase in fees, we will give you not less than one month's notice.
- (g) Where we increase any fees or introduce any new fees in the Fee Schedule in accordance with clause 4.3(f), you will be entitled to terminate this Agreement by providing written notice to us no later than five days before the change is due to take effect and you must return any Vehicle before the end of the notice period.
- (h) You agree to pay all reasonable costs, fees, charges and disbursements (including collection agency commissions and legal costs) incurred or to be incurred by KINTO in recovering any monies due to us by you under this Agreement.

4.4 **Payment**

- (a) By entering into this Agreement, you authorise KINTO to arrange for fees and charges to be debited from your Payment Card unless otherwise agreed with KINTO.
- (b) If your Payment Card is not in your name or has been issued to you for use by another person or entity (for example your employer), you warrant that KINTO has the authority to debit the Payment Card for the Booking Fee, Extras and other fees and charges pursuant to this Agreement.
- (c) Booking Fees and Extras will be charged, at KINTO's discretion, to your Payment Card either at the time the Extras are requested, arranged or confirmed or on commencement, during or on completion of your Booking.
- (d) Other fees and charges as set out in the Fee Schedule and under this Agreement will be charged to your Payment Card as they arise.
- (e) It is your responsibility to ensure that there are sufficient clear funds available on your Payment Card to allow the fees to be paid.
- (f) If the payment dishonours or cannot be processed, you agree that KINTO may, without further notice:
 - (i) re-attempt to apply the relevant payment on your Payment Card;
 - (ii) suspend your account and end your active Booking immediately, in which case you must return the Vehicle and KINTO may also cancel any future Bookings; and

- (iii) you may be charged a late payment fee as set out in the Fee Schedule.
- (g) You may change your Payment Card details through the KINTO App. You authorise us to take a \$1 pre-authorisation to check the validity of your Payment Card when you update your details.
- (h) You may allow other persons to drive the Vehicle during your Booking provided that they are also an approved KINTO Member and you have notified us that this person will be using the Vehicle during your Booking. You will be responsible for any costs or fees incurred by the other person using the Vehicle during your Booking.

4.5 **Discounts, promotional codes and vouchers**

- (a) You may receive discount or promotional offers or codes, or vouchers from Us and Our business partners from time to time.
- (b) You agree to only use any such offer, code or voucher according to the terms under which it is offered.
- (c) A Warranty Booking and an Insurance Booking are excluded from all discounts and promotional codes. Vouchers may still be used.
- (d) When making a booking with a voucher or a discount or promotional offer or code, an estimated discount will be included in the Booking Fee displayed.
- (e) We:
 - (i) are not bound to honour any Booking Fee displayed; and
 - (ii) may adjust the Booking Fee at any time,if:
 - (iii) We reasonably believe you have not used the discount or promotional offer, code or voucher in connection with that Booking in accordance with its terms; or
 - (iv) the discount, promotional code or voucher has expired or been applied against another Booking.
- (f) You agree to pay any additional amounts as a consequence of any adjustment we make under clause 4.5(d)(ii) above.

5 **Bookings**

5.1 **Making a Booking**

- (a) You must not use or access a Vehicle without holding a valid Booking to use that Vehicle. If applicable, you will only make a business Booking if you have express authority from your employer to do so.
- (b) A valid Booking can be made by you (or someone you authorise on your behalf, such as a vehicle dealership or Insurer) via the KINTO App or as otherwise agreed by KINTO.
- (c) You agree to comply with all conditions of your Booking, including but not limited to the particular Vehicle you will use, the type of Booking and the time, date and duration of your Booking.
- (d) At the commencement of your Booking, you must inspect the Vehicle for any damage or unsatisfactory condition (for example, the Vehicle is not clean or has less than a quarter of a tank of fuel).
- (e) If there is any damage, you must check whether this has been recorded in the KINTO App. If it has not been recorded, you must report the damage using the KINTO App before using the Vehicle. If you fail to report the damage, you may be held responsible for the damage.
- (f) If the Vehicle is in an unsatisfactory condition, you must report this using the KINTO App before using the Vehicle. If you fail to report the unsatisfactory condition, you may

be held responsible for all costs associated with bringing the car back to a satisfactory condition.

- (g) Bookings can be made for a minimum period of one hour and a maximum period of up to 364 days where permitted by KINTO.
- (h) You may invite up to two (2) additional approved KINTO Members to your Booking as additional drivers using the KINTO App (each an **Additional Driver**). You remain responsible for the Booking including any fees as outlined in accordance with clause 4 (**Fees**) which may be incurred by any Additional Driver on that Booking.
- (i) If you are invited as an Additional Driver in accordance with clause 5.1(h), you are unable to amend or end the Booking in accordance with clauses 5.2 (**Amending a Booking**) and clause 5.3 (**Ending a Booking**) respectively.
- (j) Where a Vehicle is not returned to the designated parking space by the Booking end day and time, and you have not extended the Booking or contacted us to advise that you are returning the Vehicle late, we may terminate the Booking and report you to the relevant law enforcement authorities.
- (k)

5.2 Amending a Booking

- (a) For a Short Term Booking, you may cancel a Booking at least two hours before the Booking start time and not incur a cancellation fee. If you cancel a Booking less than two hours before the Booking start time, you may be charged a cancellation fee as set out in the Fee Schedule.
- (b) For a Long Term Booking, you may cancel a Booking at least seven days before the Booking start date and not incur a cancellation fee. If you cancel a Booking less than seven days before the Booking start date, you may be charged a cancellation fee as set out in the Fee Schedule.
- (c) For a Long Term Booking, if you wish to end your Booking early, you must provide KINTO with a minimum of seven days' notice before the end of the relevant Billing Period (and return the Vehicle at the end of that Billing Period). If you do not provide this period of notice and do not return the Vehicle before the end of the relevant Billing Period, you will be liable for payment for the following Billing Period. If you wish to end your Booking early, a refund will not be processed for the remainder of the paid Billing Period.
- (d) Amendments to Insurance Bookings and Warranty Bookings are at the discretion of the relevant booking provider. To request amendments to your Insurance Booking, which may be subject to restrictions under your comprehensive insurance policy, please email enquiries@adica.com.au or call 1300 013 372. To request amendments to your Warranty Booking, please contact your dealership.
- (e) If you fail to collect your Vehicle in accordance with your valid Booking, you will be charged the Booking Fee as set out in clause 4.2.
- (f) You may extend a Booking through the KINTO App or as otherwise agreed with KINTO as long as the Vehicle is available during that period of time.
- (g) For a Short Term Booking, if you extend the Booking:
 - (i) if the Booking remains a Short Term Booking after the extension, you will be charged the additional Duration Fee at the time the extension is made and the additional Distance Fee will be charged in accordance with clause 4.2(i)(ii); and
 - (ii) if the Booking becomes a Long Term Booking after the extension:
 - (1) a Billing Period will be displayed in the KINTO App and you will be charged the Duration Fee in accordance with the payment schedule; and
 - (2) you will be charged the Distance Fee in accordance with clause 4.2(h)(iii).

- (h) For a Long Term booking, if you extend the Booking:
 - (i) a Billing Period will be displayed in the KINTO App and you will be charged the Duration Fee in accordance with the payment schedule; and
 - (ii) you will be charged the Distance Fee in accordance with clause 4.2(h)(iii).
- (i) If you are unable to return the Vehicle at the required time and you are unable to extend your Booking through the KINTO App, you must contact us immediately. You must take all reasonable steps to return the Vehicle to its designated parking space. If you do not notify us that you are unable to return the Vehicle at the required time and if your Booking cannot be extended because the Vehicle is not available, you will be charged a late return fee as per clause 4.3(e)(ii), and Booking Fees for the additional time the Vehicle remains in your possession as per clause 4.3(e)(i).
- (j) KINTO may amend or cancel your Booking, including the duration of your Booking, or to substitute a Vehicle, in each case at any time (including during the original Billing Period), where we consider it reasonably necessary in our legitimate business interests and we will use reasonable efforts to notify you as soon as reasonably possible. If we amend your Booking pursuant to this clause to substitute a Vehicle, and that Vehicle is not similar to the Vehicle in your original Booking, you may cancel or end your Booking without incurring a cancellation fee and a refund will be processed, if applicable. Where this occurs during a Billing Period a refund will be provided for the remainder of any paid Billing Period after you have returned the Vehicle.
- (k) If KINTO amends or cancels your Booking due to your breach of this Agreement, you acknowledge and agree that KINTO may repossess or reclaim a Vehicle at any time and you will be liable for all and any fees, fines and costs associated with the retrieval of the Vehicle.

5.3 Ending a Booking

- (a) At the end of your Booking you must return the Vehicle to the designated parking space referred to as the station in your Booking confirmation email.
- (b) If you are unable to return the Vehicle to the designated parking space, you must park the Vehicle in the nearest legal unmetered car space to the designated parking space and inform us of the location of the Vehicle. If you do not inform us of the location of the Vehicle on completion of your Booking, you will be charged a fee for returning the Vehicle to the incorrect location and you may also be charged a fee for vehicle relocation as set out in the Fee Schedule.
- (c) If you return the Vehicle to a car space other than its designated parking space and that car space is or becomes an illegal car park or a metered car space, you will be liable for any fees and charges associated with parking the Vehicle in that car space. This includes parking fines and our reasonable administration fees for processing and re-issuing the fine, towage fees, storage fees and the equivalent Booking Fee while unavailable for use.
- (d) When you return the Vehicle, you must ensure that:
 - (i) the Vehicle is in the same condition as when you collected it;
 - (ii) the ignition of the Vehicle is switched off;
 - (iii) the lights of the Vehicle are switched off;
 - (iv) all doors, windows, the boot, petrol cap, bonnet and sunroof (if applicable) of the Vehicle are closed;
 - (v) the Vehicle has at least a quarter of a tank of fuel;
 - (vi) in the case of a KINTO Vehicle, the fuel card and any parking access card has been returned to the Vehicle glovebox;
 - (vii) all documents and accessories that were in, attached to or fitted to the Vehicle at the commencement of your Booking remain in, attached to or fitted to the Vehicle;
 - (viii) you have removed all your personal items from the Vehicle;

- (ix) you have locked the Vehicle; and
 - (x) you have inspected the Vehicle, logged any new damage in the KINTO App and taken photos of the Vehicle (front, back, driver side and passenger side) at the end of your Booking and retained these photos of the Vehicle for at least seven days after your Booking has ended.
- (e) In order to end your Booking, you must open the KINTO App to end your journey. You may continue to be charged if you do not complete this step.
 - (f) You acknowledge and agree that KINTO will not be responsible for any personal items left in a Vehicle. You are required to take full responsibility to ensure you have removed all of your personal items from the Vehicle. You will be liable for any costs, fees or charges associated with the retrieval, removal, return and/or storage of your personal items.

6 Fuel and Alternative Fuel

- (a) You must ensure that, at the end of your Booking, the Vehicle is at no less than $\frac{1}{4}$ of its maximum fuel and/or Alternative Fuel capacity. If you don't, you will be charged a fee as set out in the Fee Schedule and amended by us from time to time.
- (b) For fuelled Vehicles, you must ensure that you use the correct fuel, as described in the driver's guide and on the back of the Vehicle fuel cap.
- (c) Each fuelled Vehicle is fitted with a fuel card for the purpose of refuelling the Vehicle at selected petrol stations.
- (d) Each Vehicle which requires Alternative Fuel is provided with its own method for payment.
- (e) You must use the fuel card or other method provided (**Payment Method**) where possible unless your Booking precludes the use of it. You must not use the Payment Method for any purpose other than purchasing fuel or alternative fuel for the Vehicle associated with your Booking. If you use the Payment Method for any other purpose, you will be liable for the costs incurred and KINTO may cancel your Membership.
- (f) Where you are unable to use the Payment Method provided in the Vehicle to pay, you may submit to us within 30 days of the end of your Booking, a written request for reimbursement of the fuel or Alternative Fuel purchased along with your Booking details and a receipt showing the date and time, purchase location, type of fuel or Alternative Fuel, fuel or Alternative Fuel amount and amount paid. KINTO will only reimburse you after your Booking is complete and you have paid your Booking Fee in full. KINTO may set-off any reimbursement it owes you against any unpaid Booking Fee you owe KINTO.
- (g) Where you have paid for fuel or Alternative Fuel due to your own error, including but not limited to forgetting the PIN for the Payment Method or entering the wrong PIN, and you have requested reimbursement in accordance with this clause, you will incur an administration fee as set out in the Fee Schedule.
- (h) You must return the Payment Method to the glove box at the end of your Booking. If you do not do this, you must pay the replacement fee for that Payment Method set out in the Fee Schedule.

7 Use and Damage

7.1 Using the Vehicle

- (a) When you are operating the Vehicle you must always do so in a safe manner. You must not:
 - (i) operate the Vehicle at any time that it is unsafe to do so;
 - (ii) operate the Vehicle or allow the Vehicle to be operated in any illegal manner;
 - (iii) operate the Vehicle under the influence of drugs, alcohol, prescribed medication or any other substance which may impair your ability to drive the Vehicle;

- (iv) consume or allow any passengers to consume any alcohol or illicit drugs in the Vehicle;
 - (v) allow the Vehicle to be driven by anyone, other than approved KINTO Members;
 - (vi) allow any more passengers to travel in the Vehicle than are legally permitted;
 - (vii) use or prepare the Vehicle for use in any form of motor sport or contest, experiment, test, trial or demonstration purpose;
 - (viii) if the Vehicle does not have appropriate towing attachments fitted by KINTO, use the Vehicle to convey or tow a load;
 - (ix) if the Vehicle does have appropriate towing attachments fitted by KINTO, use the Vehicle to convey or tow a load other than in accordance with the Vehicle and trailer manufacturers' specifications;
 - (x) remove or attempt to remove the Vehicle from Australia;
 - (xi) remove any accessories or devices attached or fitted to the Vehicle;
 - (xii) remove or attempt to remove any e-tag, car park access device or parking pass from the Vehicle;
 - (xiii) part with possession of the Vehicle;
 - (xiv) make alterations or additions or interfere with the Vehicle (including installing anything on or in the Vehicle);
 - (xv) smoke or vape in the Vehicle or permit passengers to do so;
 - (xvi) use the Vehicle for fare or reward (including driving school instruction);
 - (xvii) use the Vehicle for any unlawful purpose, including carrying hazardous or inflammable goods;
 - (xviii) take pets in the Vehicle;
 - (xix) fill up the Vehicle with incorrect fuel;
 - (xx) allow the Vehicle to be driven on unsealed roads, beaches or through streams, dams, rivers, flood waters, bush fire affected areas or any other roadway where the police or any government authority have issued a warning or caution;
 - (xxi) drive the Vehicle until it no longer has any fuel and/or Alternative Fuel remaining in it;
 - (xxii) fail to comply with the terms and conditions of places where you use the Vehicle, such as parking lots; or
 - (xxiii) when the Vehicle is not in use, leave it unsecure. This includes not leaving:
 - (A) the Vehicle unlocked;
 - (B) windows down,
 - (C) boot open;
 - (D) the fuel cap open; or
 - (E) the sun-roof open.
- (b) You agree that you will not be eligible for any free roadside assistance provided to Members and will be liable for any costs associated with returning the Vehicle to an operational condition, if you:
- (i) fill Vehicle with incorrect fuel;
 - (ii) drive the Vehicle until it no longer has any fuel and/ or Alternative Fuel remaining in it;
 - (iii) leave the Vehicle lights on, resulting in flat battery;
 - (iv) lock the key inside the Vehicle;

- (v) leave the Vehicle unattended; and
- (vi) use the Vehicle in a manner that is in breach of clause 7.1(a) of this Agreement.

7.2 **Damage to, or loss of the Vehicle**

- (a) If the Vehicle, or third party property, is damaged during the Booking whether or not the accident or damage is the result of your use of the Vehicle or caused by you, you have an unconditional obligation to:
 - (i) immediately, or where this is not possible, as soon as reasonably practicable, call us to report the damage or liability incurred;
 - (ii) immediately report any malicious damage, fraudulent conduct or loss of property and also any injury to any person caused by a Vehicle in your possession to the police (and in these circumstances you must then provide us with the police reference number);
 - (iii) follow directions reasonably given by us;
 - (iv) not engage in, or attempt to repair the Vehicle or any third party property;
 - (v) not promise or offer to settle or partly settle the matter or defend the matter, or assign your rights to a third party in the event of any accident;
 - (vi) where reasonably possible, obtain the contact details of the person who caused the accident, including their name, telephone number, current residential address, driver's licence details, vehicle registration and their insurance details and, where reasonably possible, obtain the contact details of any witnesses to the accident. When requesting this information you must tell that person that you will be providing this information about them to us and that their information will be handled in accordance with the KINTO Privacy Collection Notice in clause 12.2 and our Privacy Policy which they can obtain from www.kinto.com.au. If you provide us with personal information of another person, you warrant that you have the person's consent to do so;
 - (vii) where reasonably possible, take photographs of the damage and the scene and provide us with copies of those photographs;
 - (viii) not admit liability; and
 - (ix) take all reasonable precautions to prevent or minimise further loss, damage or theft and take all reasonable action to recover lost or stolen property and minimise the claim.
- (b) In the event the Vehicle is lost, stolen or damaged maliciously while in your possession, you must:
 - (i) immediately report it to the police and provide us with the police reference number; and
 - (ii) immediately, or where this is not possible, as soon as reasonably practicable, call us to report the Vehicle missing or damaged.
- (c) You agree that you may be charged for the replacement cost of a Vehicle per clause 4.3(e)(iv) if the Vehicle is lost or stolen due to you breaching clause 8.2(f) or otherwise due to your negligent action or inaction which results in us not being able to successfully make a claim against our insurance policy.
- (d) You agree that you will complete any forms and provide any information that we reasonably require in the event of an accident or any damage or theft of the Vehicle.
- (e) You agree to fully co-operate with KINTO and any third party, as required by us, in relation to any investigation or legal proceedings associated with an accident, theft or damage sustained in connection with your Booking.
- (f) You agree that if you fail to comply with any of your obligations under this clause, you may be liable for a proportion of the fees, charges and other costs associated with the accident, theft or damage to the extent that your failure contributed to these fees, charges and other costs.

- (g) You agree that you will be liable for any cleaning, damage, repair, towing, storage and other ancillary costs, fees and charges that may arise while the Vehicle is in your possession or caused as a result of you breaching clause 7.1(a), and that such costs, fees and charges are in addition to the amount of any Insurance Excess or Reduced Insurance Excess you are required to reimburse to us.
- (h) If you refuel the Vehicle with the incorrect fuel type, you will be liable for any costs, fees and charges associated with the repair, servicing, storage, towing and retrieval of the Vehicle.

7.3 Service Requests

- (a) We may contact you to arrange a location, date and time for you to deliver the Vehicle for servicing if we believe that the Vehicle you are using requires a service.
- (b) You must co-operate with us in order to agree a convenient location, date and time to deliver the Vehicle for a service (a **Servicing Appointment**).
- (c) You must use your best endeavours to attend the Servicing Appointment, and pick the Vehicle up when the service is complete.
- (d) If you are unable to agree a Servicing Appointment with KINTO, you agree that KINTO can take the Vehicle that requires servicing after it has provided you with a replacement Vehicle at a time and location agreed with you.

8 Insurance

8.1 Our insurance

- (a) KINTO has insurance which covers KINTO Vehicles in the possession of an approved KINTO Member. This protects you and any KINTO Member you allow to use the Vehicle during your Booking from accidental loss or damage to the KINTO Vehicle and it also covers the legal liability to pay compensation for loss or damage to someone else's property caused by an accident involving the KINTO Vehicle subject to the terms of this Agreement. Nothing in this clause prevents us or our insurers from seeking money from you as a result of your breach of this Agreement.
- (b) In the event that a claim needs to be made against our insurance policy, KINTO is liable to pay the Insurance Excess to the insurer. You agree to reimburse us this cost promptly when we ask you to pay.
- (c) You may reduce your liability to reimburse us for the Insurance Excess each time you make a Booking by selecting the Insurance Excess reduction option as an Extra through the KINTO App. In this instance, you will then only be liable to reimburse us for the amount of the Reduced Insurance Excess. The Insurance Excess reduction fee is payable on each Booking where you wish to reduce your liability to reimburse us for the Insurance Excess and the Reduced Insurance Excess only applies to you or the KINTO Member you have authorised to operate the Vehicle. The Reduced Insurance Excess amounts are displayed in the Fee Schedule. The amount of the Reduced Insurance Excess payable will depend on the KINTO Member who is operating the Vehicle at the time of the incident. If you or an authorised KINTO Member are not the person operating the Vehicle at the time of an accident, the Reduced Insurance Excess will not apply and you must reimburse us for the full amount of the Insurance Excess.
- (d) The amount of the Insurance Excess and the Reduced Insurance Excess will be provided on www.kinto.com.au and may be amended by us from time to time in our sole discretion.
- (e) Should we increase the amount of the Insurance Excess or the Reduced Insurance Excess, we will give Members at least one month's notice of such amendment.
- (f) In the event that KINTO elects to repair the Vehicle instead of lodging a claim against our insurance policy, you agree that you will be responsible for paying the lesser of the amount of the Insurance Excess or the Reduced Insurance Excess (if selected by you at the time of Booking) and the amount of the cost of repair.

- (g) You acknowledge that KINTO's insurance will only provide cover for you for any loss or damage if you are a Member, you or an approved KINTO Member are operating the KINTO Vehicle, and you are not in breach of
 - (i) clause 2(b)(i) - (ii), (iv) - (vii), 7.1(a), 7.2, 8.2(d), 8.2(e) or 8.2(f); or
 - (ii) any other clause of this Agreement in a material way that has caused or contributed to the loss or damage.

8.2 Claims

- (a) If there is an accident or damage to the Vehicle, or if the Vehicle is lost or stolen, an amount equal to the Insurance Excess, or the Reduced Insurance Excess where applicable, will be debited from the Payment Card you provided to us, upon your reporting, or KINTO identifying, any damage to the Vehicle or that the Vehicle is missing.
- (b) If it is determined that you are not at fault (and not in breach of clause 2(b)(i) - (ii), (iv) - (vii), 7.1(a), 7.2, 8.2(d), 8.2(e) or 8.2(f), or any other clause of this Agreement in a material way that has caused or contributed to the loss or damage) and we are able to recover the full amount of the claim from a third party, then we will refund the amount debited under clause 8.2(a) within two business days of the claim being settled.
- (c) If it is determined that you are partially or wholly at fault, we will refund the amount (if any) calculated as the amount debited under clause 8.2(a) less all charges associated with the repair of the Vehicle and a damage management fee, which may apply for KINTO to:
 - (i) process insurance claims; and
 - (ii) organise replacement of any missing or stolen accessories or devices, and any repairs to be undertaken.
- (d) You agree that, where reasonably possible, you must obtain the contact details of the person who caused the accident including their name, telephone number, current residential address, driver's licence, vehicle registration and their insurance details. You agree that you must provide us with honest, correct and complete information of an accident in a timely manner and assist us, as reasonably required, in connection with any claim or legal action relating to the incident including immediately referring any communication from other parties to us so that we can respond on your behalf.
- (e) If you are involved in an accident or event relating to a claim, you must not:
 - (i) arrange or authorise any repairs to the insured Vehicle;
 - (ii) admit liability or guilt;
 - (iii) make a promise or offer to settle or partly settle the matter or defend the matter; or
 - (iv) assign your rights in any insurance claim to a third party.
- (f) Your liability for any accident, loss or damage will be limited to your obligation to reimburse us the amount of the Insurance Excess or if applicable the amount of the Reduced Insurance Excess, unless the Vehicle was:
 - (i) in an unsafe or unroadworthy condition caused by you, or was carrying passengers or a load (including towing) in excess of that recommended by the Vehicle manufacturer, and this contributed to the loss or damage;
 - (ii) being hired out or used for fare or reward (including driving school instruction);
 - (iii) altered by modifications from the original manufacturer's specifications by you;
 - (iv) being used or prepared for use in any form of motor sport or contest, experiment, test, trial or demonstration purpose;
 - (v) being used for any unlawful purpose, including the carrying of hazardous or inflammable goods in excess of that permitted by government regulation, unless you can prove that such use was without your knowledge or consent;

- (vi) improperly or incorrectly fitted by you with any modification or accessory and this contributed to the loss or damage;
 - (vii) being driven by any person who was not a KINTO Member;
 - (viii) being driven by a driver, who was not licensed to drive the Vehicle;
 - (ix) being driven by a driver under the influence of alcohol or with illicit drugs present or driven by a driver who had a blood alcohol level in excess of the limit permitted by law in the state or territory where the loss or damage occurred or being driven by a driver who refused to take a test to determine the level of alcohol or presence of drugs;
 - (x) being driven by a driver after receiving advice from a medical practitioner not to drive, or whilst under the influence of prescribed medications that impair the ability to drive;
 - (xi) damaged as a result of your failure to take all reasonable steps to safeguard the insured Vehicle from loss at all times;
 - (xii) damaged as a result of intentional loss or damage caused by you or anyone acting with your express or implied consent; or
 - (xiii) damaged as a result of you or any other person continuing to drive the insured Vehicle in a damaged state.
- (g) You agree that, if you are in breach of:
- (i) clause 2(b)(i) - (ii), (iv) - (vii), 7.1(a), 7.2, 8.2(d), 8.2(e) or 8.2(f); or
 - (ii) any other clause of this Agreement in a material way that has caused or contributed to the loss or damage,
- you will not be covered by our insurance policy and you will be liable for all liability, loss, damages, costs and expenses (including legal fees) incurred in connection with your use, possession or control of the Vehicle. This includes, but is not limited to, the cost of repair or replacement of the Vehicle, the repair or replacement cost of third party property and costs associated with injury to persons.
- (h) KINTO is not responsible to you or any third party for loss or damage to property left in the Vehicle. You are not covered by our insurance for theft or loss of property from the Vehicle.
- (i) You agree that both ourselves and our insurer reserve the right to recover any monies paid and may need to take action in your name and therefore you must co-operate with us and our insurer and give any reasonable information and assistance through to the completion of any action undertaken in your name.

9 Liability and Indemnity

- (a) You agree that KINTO will not be liable to you for any claim, liability, loss, damages, costs or expenses, whether direct, indirect or consequential, if we are unable to provide you with a Vehicle or we change or cancel your Booking or any third-party circumstances mean you cannot access a Vehicle, except for any claim, liability, loss, damages, costs or expenses directly caused by KINTO's fraud, negligence or wilful misconduct.
- (b) Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
- (i) to cancel your service contract with us; and
 - (ii) to a refund for the unused portion or to compensation for its reduced value.
- You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and if this is not done, to cancel your contract and obtain a refund for the unused portion of your contract.
- (c) You indemnify KINTO against any liability, loss, damage, compensation and costs and expenses in connection with your use of the Vehicle to the extent not covered by

KINTO's insurance, except to the extent that any such amounts arise from any fraud, negligence or wilful misconduct by KINTO.

- (d) KINTO indemnifies you against all loss suffered by you as a result of our fraud, negligence or wilful misconduct under this Agreement.

10 Suspension and Termination

10.1 Suspension

- (a) KINTO may suspend or cancel your Membership at any time if:
 - (i) you have received three infringement notices;
 - (ii) you had two at fault insurance claims;
 - (iii) your payment is late or dishonoured;
 - (iv) your driver's licence has expired;
 - (v) the Payment Card has expired, has been misused or we reasonably suspect that it has been stolen or identified as blocked or high risk by KINTO or one of KINTO's service providers;
 - (vi) you have breached the terms of this Agreement, including a failure to pay fees or charges;
 - (vii) KINTO has provided you 14 days' notice that we are cancelling your Membership, including because we have decided that the program will not be continuing, and if KINTO cancels the program, you will be refunded any Membership Fees, if applicable, on a prorated basis; or
 - (viii) KINTO is notified by the police or other lawful authority that the Vehicle is being used in unlawful activity.
- (b) You may suspend or cancel your Membership by providing us with 14 days' notice.
- (c) If your Membership has been suspended, any upcoming Bookings will be cancelled and you will not be able to make further Bookings until your Membership has been reinstated.
- (d) If your Membership becomes suspended during your Booking and you do not return the Vehicle as directed, then unless restricted by law from doing so, KINTO may take reasonable steps to take possession of the Vehicle. You authorise KINTO to do so and, except as otherwise provided by law, will indemnify KINTO on demand against any liability which arises due to your failure to return the Vehicle.

10.2 Termination

- (a) Either party has the right to terminate this Agreement by notice in writing to the other party if the other party commits a breach of this Agreement and either:
 - (i) the breach is material and not capable of being cured;
 - (ii) the breach is capable of being cured and the defaulting party fails to cure the breach within seven days of being notified in writing of the breach by the party giving the notice; or
 - (iii) a breach occurs on more than one occasion.
- (b) If this Agreement is terminated, your Membership will also be simultaneously terminated. Termination shall not in any way prejudice or affect the obligations of either party in respect of acts or events before the date of termination.
- (c) The covenants, conditions and provisions of this Agreement which are intended or capable of having effect after the expiry or termination of this Agreement (including provisions relating to insurance, liability, privacy and disputes) remain in full force and effect following any expiration or termination of this Agreement.
- (d) KINTO reserves its rights to recover any amount owing by you to KINTO upon termination by you or us due to your breach of this Agreement.

11 Corporate arrangements

- (a) From time to time, a Corporate Customer may, under an agreement with KINTO, agree to pay certain fees or amounts in respect of particular Bookings on behalf of, or enable other services to be provided to, nominated Members.
- (b) Where you are nominated, the relevant Corporate Customer will be responsible for advising you of the nature of the arrangement, including the scope of Bookings, fees or amounts they will agree to pay on your behalf, and any termination or suspension of the Corporate Customer's agreement with KINTO.
- (c) KINTO may also provide you with discount or promotion offers or codes, or vouchers in connection with the Corporate Customer's agreement. You agree to only use any such offer, code or voucher according to the terms under which it is offered. KINTO is not bound to honour any Booking Fee displayed if KINTO reasonably believes you have incorrectly used a discount or promotion offer or code in connection with that Booking. You agree to pay any additional amounts as a consequence of your incorrect use of any such offer or code.
- (d) Without limiting clause 9, KINTO will have no responsibility or liability to you for any amounts or fees you incur which:
 - (i) the Corporate Customer has not agreed to pay on your behalf; or
 - (ii) the Corporate Customer does not in fact pay to KINTO on your behalf.
- (e) Where you are nominated, you acknowledge and agree that your personal information in connection with KINTO, your Membership or this Agreement (including details and the location of any Bookings, details of any incident or claim you are involved in, your failure to pay any amounts due under this Agreement and details of any suspension or termination of your Membership) may be collected from or disclosed to the relevant Corporate Customer and used by KINTO for the purposes set out in the KINTO Privacy Collection Notice in clause 12.2 and our Privacy Policy, including for management of KINTO's relationships with, and the provision of services to, you and the Corporate Customer.
- (f) Without limiting clause 10, if the Corporate Customer's arrangement with KINTO is suspended or terminated, or the Corporate Customer advises KINTO that you are no longer a nominated Member:
 - (i) your ability to use any discount or promotional offer or code provided in connection with the Corporate Customer may be suspended or terminated; and
 - (ii) you may be required, under your arrangements with the Corporate Customer, to change or remove your nominated Payment Card.

12 Website Use and Privacy

12.1 General

- (a) You may use the Website only for lawful purposes and must comply with KINTO's instructions about how to use the Website. You agree not to do anything that interferes with or adversely affects the normal operation of the Website. If you become a Member by using the Website, you accept and agree to be bound and abide by this Agreement and the terms of use published on the Website.
- (b) You will need to register or open an account with KINTO to use certain parts of the Website. You are responsible for keeping your log-in details confidential so that they cannot be used without your permission. You will be responsible for any use of our Website by anyone using your log-in details. If you become aware or suspect that your account has been accessed by an unauthorised person, you must take all reasonable steps to change the password to your account and notify KINTO immediately.
- (c) KINTO may, acting reasonably, suspend, terminate or block your access to all or any part of the Website at any time and without prior notice to you. KINTO may update and change the materials available on our Website, including by removing materials, at any time at our discretion.

- (d) All of the intellectual property rights in and to our Website belong to us and our licensors. You may not reproduce, distribute, modify, create derivative works, download, store, or transmit any of the material on the Website except as follows:
 - (i) you may print or download pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution;
 - (ii) your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; and
 - (iii) you may store files that are automatically cached by your Web browser for display enhancement purposes.
- (e) Any use of the Website not expressly permitted by KINTO is a breach of this Agreement and may violate copyright, trade mark and other laws. If you wish to use any material on the Website other than as expressly permitted, please send your request to info@kinto.com.au.
- (f) You must not:
 - (i) modify copies of any materials from the Website;
 - (ii) use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text;
 - (iii) delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website; or
 - (iv) access or use for any commercial purposes any part of the Website or any services or materials available through the Website.
- (g) You may link to our homepage, provided you do so in a way that is fair and legal and does not damage KINTO's reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on KINTO's behalf without our express written consent. You agree to cooperate with us to immediately stop any unauthorised framing or linking. KINTO reserves the right to withdraw linking permission without notice.
- (h) All information KINTO collects about you via the Website will be handled by KINTO in accordance with the KINTO Privacy Collection Notice in clause 12.2 and our Privacy Policy. By using the Website, you acknowledge that you have read and understood the KINTO Privacy Collection Notice in clause 12.2 and our Privacy Policy and agree to KINTO undertaking all actions with respect to your personal information which are contemplated by the KINTO Privacy Collection Notice in clause 12.2 and our Privacy Policy, including as those documents may be updated by us from time to time.
- (i) You agree that KINTO may monitor your usage of its Vehicles via its on-board telematics control unit. The usage information gathered by KINTO will be stored, used and otherwise handled in accordance with the KINTO Privacy Collection Notice in clause 12.2 and our Privacy Policy.
- (j) Your use of the Website, its content, and any services or items obtained through the Website is at your own risk. KINTO will not be liable for any loss or damage associated with your use of the Website, unless caused by KINTO's fraud, negligence or wilful misconduct.
- (k) You agree that KINTO may use any review of KINTO or its related services you publish on any platform for its own purposes. KINTO may use any details associated with that review that are publicly available.

12.2 KINTO Privacy Collection Notice

- (a) KINTO collects personal information about you in order to assess your application for a KINTO Membership, to provide you with the KINTO App, arrange Bookings for you, and for the purposes otherwise set out in our Privacy Policy.
- (b) We may collect personal information of another person, for example, when we obtain information about another person invited by you as an Additional Driver on your Booking. When personal information is provided by you or collected about another

person, you acknowledge that that person has consented to us collecting their personal information and you agree to inform that person about the contents of this KINTO Privacy Collection Notice as it relates to them.

- (c) The information you provide will be collected by or on behalf of us and may be disclosed to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to accept Bookings or provide Vehicles or the KINTO App to you.
- (d) We may disclose your personal information to recipients that are located outside of Australia, including to our related companies in Japan and elsewhere in the world such as the UK, Ireland, Belgium and the USA and to our service providers that are located or hold personal information overseas including in the USA, Ireland, Japan and the UK.
- (e) Our Privacy Policy explains how you may access and correct your personal information, how you can lodge a complaint regarding the handling of your personal information and how we will handle any complaint.
- (f) If you would like any further information about our privacy policies or practices, please contact us on 1300 454 686 or via the contact form on our website at www.kinto.com.au/contact.
- (g) By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in our Privacy Policy and this KINTO Privacy Collection Notice.

12.3 Request for deletion of personal information

- (a) You can make a request for your personal information to be assessed for deletion by sending an email to info@kinto.com.au. These requests are assessed manually by our KINTO team in line with our legal obligations and business requirements. Requests will be responded to within 30 days.
- (b) Making this request will have the effect of cancelling your KINTO membership and closing your account. Your personal details will not be able to be used to create a new KINTO account in future. Should you wish to reopen your KINTO account, please email us at info@kinto.com.au.

13 Disputes

- (a) If you believe a dispute has arisen under this Agreement, you must give KINTO written notice specifying the nature of the dispute (**Dispute Notice**).
- (b) During the 15 business day period after a Dispute Notice is given (or any longer period agreed in writing by the parties), both parties must mutually use best efforts to resolve the dispute.
- (c) If the dispute is not resolved following the expiration of the 15 business day period, both parties must endeavour to jointly engage a mediator and endeavour to agree on the mediator's terms of agreement.
- (d) If the parties fail to agree on the engagement of a mediator or the mediator's terms of agreement within 15 business days of service of the Dispute Notice, either party may apply to the President of the Law Society of New South Wales to appoint a mediator.
- (e) You must bear your own costs of complying with this clause. The parties must bear equally the costs of any mediator engaged under clauses 13(c) or 13(d).
- (f) Nothing in this clause prevents a party seeking urgent injunctive or similar interim relief from a court.

14 Changes

- (a) We may change this Agreement from time to time by giving you not less than one month's notice, including the Membership Fee, or any other fee or charge.

- (b) If a change we make is adverse to you, you will be entitled to terminate this Agreement by providing written notice to KINTO no later than 5 days before the change is due to take effect.

15 GST

- (a) If GST is payable, or notionally payable, on a supply made under or in connection with this Agreement, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (**GST Amount**). The GST Amount is payable at the same time that the other consideration for the supply is provided. This clause does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive or the supply is subject to reverse charge.
- (b) Where any indemnity, reimbursement or similar payment under this Agreement is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.
- (c) If an adjustment event occurs in relation to a supply made under or in connection with this Agreement, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment or other arrangement will be made between the parties.
- (d) This clause will not merge upon completion and will continue to apply after expiration or termination of this Agreement.
- (e) Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth)) shall have the same meaning in this clause.

16 Notices

Any notice, request, demand, consent, approvals, agreements or other communication (**Notice**) given or made under this Agreement:

- (a) must be in writing signed by you or, in the case of KINTO, an Authorised Officer of KINTO (or in the case of any email message, sent from your email address or in the case of KINTO, the email address of an Authorised Officer of KINTO);
- (b) must be made by email or by such other means as may be agreed between you and KINTO from time to time; and
- (c) will be conclusively taken to be duly given or made and received or left at the address or email address of the recipient which has been notified to the sender but, if delivery or receipt is on a day on which business is not generally carried on in the place to which the communication is sent or is later than 4pm (local time), it will be conclusively taken to have been received at the commencement of business on the next day on which business is generally carried on in that place.

17 General

- (a) This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
- (b) A provision of this Agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.
- (c) The rights, powers and remedies provided to each party in this Agreement are cumulative and not exclusive or limiting of any right, power or remedy provided by law.
- (d) Nothing contained or implied in this Agreement creates any partnership, agency or trust. No party has any authority to bind another party in any way.
- (e) You must not assign or otherwise deal with your rights under this Agreement or allow any interest in them to arise or be varied without our consent. You agree that we may assign our rights under this Agreement in our discretion.

- (f) This Agreement is governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of that place.

18 Interpretation and definitions

18.1 Interpretation

Headings are for convenience only and do not affect interpretation. Unless the contrary intention appears, in this document:

- (a) the singular includes the plural and vice versa;
- (b) a reference to "person" includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation; and
- (c) a reference to a time of day is a reference to New South Wales time.

18.2 Definitions

Agreement means this agreement together with any annexures or schedules and any documents incorporated by reference, which is available on www.kinto.com.au.

Alternative Fuel includes hydrogen and battery cell charge in full electric or plug-in hybrid electric Vehicles. It does not include battery cell charge in hybrid Vehicles where the battery is not externally charged.

Australian Consumer Law means Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Authorised Officer means any person whose title includes the word Manager or cognate expressions (including any person acting in any such office) or any secretary or director.

Billing Period means each payment cycle as set out in your payment schedule within the KINTO App, or as otherwise notified to you by KINTO.

Booking means a booking made by you (or on your behalf with your consent), as a Member, to use a Vehicle, and accepted by KINTO by way of a booking confirmation email.

Booking Fee means the fee payable on each Booking, charged in accordance with the applicable Duration Fee, together with a Distance Fee, if applicable, as varied by KINTO from time to time.

Concierge means an Extra service selected by you and provided by KINTO to deliver and/or collect the Vehicle at a location agreed with the Member.

Corporate Customer means a corporate entity that has entered into an agreement with Toyota Finance Australia Limited in respect of KINTO, under which the Corporate Customer may, from time to time, agree to pay fees or other amounts on behalf of nominated Members.

Dispute Notice has the meaning given in clause 13.

Distance Fee means the applicable charge per kilometre that the Vehicle is driven by the Member.

Duration Fee means the applicable hourly or daily fee for the time the Vehicle is booked by the Member.

DVS means the national online system that allows organisations to compare a person's identifying information with a government record. For further information please visit - <https://www.dvs.gov.au>.

Extra means an option selected by you when making the Booking such as Insurance Excess reduction, Concierge and One Way Trip.

Fee Schedule means the fee schedule listed in the KINTO frequently asked questions, which is available on www.kinto.com.au.

GST, GST law and **supply** have the meanings given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), except that "GST law" will also include all rulings on GST issued by the Australian Taxation Office.

Initial Term has the meaning given in clause 1.

Insurance Booking means a Booking made on your behalf by Adica, while you are eligible for a hire car under your existing comprehensive insurance policy with Adica. This applies only to existing customers of Toyota Insurance, Lexus Insurance or Power Torque Insurance. Eligibility for an Insurance Booking and the term of the Booking is determined by Adica.

Insurance Excess means the amount of the excess payable on the insurance taken out by KINTO in the event of a claim against that policy. This amount is set out on www.kinto.com.au from time to time.

Insurer means Aioi Nissay Dowa Insurance Company Australia Pty Ltd ABN 11 132 524 282, AFSL 443540 (Adica).

KINTO means the program run by Toyota Finance Australia Limited which gives Members access to Vehicles by the hour or day in accordance with the terms of this Agreement.

KINTO App means the mobile application through which you can view and book Vehicles.

KINTO Privacy Collection Notice means the notice provided to you by KINTO in clause 12.2 of this Agreement.

Long Term Booking means a Booking for which a Billing Period is displayed in the KINTO App. It includes a Short Term Booking that has been extended, if a Billing Period is displayed in the KINTO App when booking the extension.

Member means an individual that has been approved by us to use KINTO.

Membership means your membership to use KINTO.

Membership Fee means the fee charged by us for access to the KINTO services as stipulated on www.kinto.com.au and varied by us from time to time in accordance with the terms of this Agreement.

One Way Trip means an Extra service selected by you where you are unable to return the Vehicle to the designated parking space (i.e. the station where the Vehicle was initially collected) and you require KINTO to pick up the Vehicle from a location selected by the Member in the KINTO App.

Payment Card means any valid credit card (excluding any pre-paid credit card) or debit card provided by you and approved for use by KINTO.

Privacy Policy means the Toyota Finance Australia Limited privacy policy which can be located at <https://www.toyota.com.au/privacy-policy>.

Reduced Insurance Excess means the reduced amount you are required to reimburse us, instead of the amount of the Insurance Excess, as set out on www.kinto.com.au from time to time.

Short Term Booking means a Booking for which a Billing Period is not displayed in the KINTO App.

Subsequent Term has the meaning given in clause 1.

Term means the term of this Agreement. It includes the Initial Term and any Subsequent Term.

Vehicle means Vehicles available for Booking through KINTO.

Warranty Booking means a Booking made on your behalf by a vehicle dealership when your existing Toyota vehicle is being repaired under manufacturer's warranty. All eligibility is handled by the relevant vehicle dealership and Toyota Motor Corporation Australia.

Website means www.kinto.com.au and includes the KINTO App.

You or Your means you as a Member.

KINTO Member Agreement – Version May 2026.