

TERMS AND CONDITIONS FOR ACCESS TO AND USE OF POPCAR CARSHARING SERVICE

Effective 17 June 2026

Intermotive Solutions Pty Ltd, ABN 43 602 154 763, is a company incorporated in Australia (“Popcar”), and is the owner and operator of the Popcar Brand and Popcar Mobile Application (the “App”) that provides an online platform to facilitate the booking of vehicles between owners and hirers for leisure use.

This document stipulates the Terms and Conditions (this “Agreement”) between Popcar and you, the vehicle user (“Hirer”).

By using the Popcar App, the Hirer acknowledges that he or she has read, understood, and unconditionally agree to be bound by the Terms and Conditions set forth in this Agreement.

The Hirer accepts that Popcar reserves the right to modify these Terms and Conditions at any time at its sole discretion with 30 days prior notice given to you either in writing or electronically prior to it taking effect.

All changes to the Terms and Conditions will be incorporated directly into the Terms and Conditions that may be found at <https://popcar.com.au/terms-conditions/>. The Hirer’s use of the Popcar App to reserve, book, or use of the vehicle through Popcar App after such changes have been incorporated will constitute the Hirer’s agreement to the modified Terms and Conditions and all the changes. The Hirer therefore undertakes to read the Terms and Conditions carefully each time before using the Popcar App and agrees to bear the risks of not doing so.

The Hirer’s continuous use of the Popcar App amounts to its acceptance of all the amendments to the Terms and Conditions.

For the avoidance of doubt, Popcar does not undertake otherwise to inform the Hirer of any changes to the Terms and Conditions.

HENCEFORTH

It is agreed between Popcar and the Hirer as follows:

1. Eligibility to use the Popcar App

- 1.1. The Hirer must be (i) at least 18 years old, (ii) have at least one (1) year of driving experience, (iii) hold a valid and unrestricted driver license which legally entitles

him or her to drive a motor vehicle in Australia, and (iv) have no license suspensions, license disqualification, or driving convictions in the past (5) years.

- 1.2. Hirers who are not Australian Citizens or Permanent Residents must have a valid Visa issued by the Australian Department of Home Affairs, and must possess:
 - 1.2.1. A valid Foreign Driving Licence and International Driving Permit or;
 - 1.2.2. An official translation of their foreign driving incense in English if an International Driving Permit is not available.
- 1.3. The Hirer must possess a valid credit card or debit card that is accepted by Popcar and the Popcar App.
- 1.4. The Hirer must have the mental and physical capacity to competently, safely, and lawfully operate a motor vehicle.
- 1.5. The Hirer must not owe Popcar any money.

2. Popcar Mobile Application and Vehicle Use

- 2.1. The Popcar App is primarily used to reserve, book, unlock, and lock vehicles that are available on Popcar's online platform.
- 2.2. Subject to the vehicles' availability and Popcar's reservation and advance booking policies, the Hirer may reserve or use the vehicles only in Australia.
- 2.3. The Hirer will not permit anyone other than himself or herself to use the registered Popcar account or operate the vehicle during the term of the booking. Notwithstanding the foregoing, a Hirer (the "Primary Driver") may invite one (1) other registered Popcar member (the "Additional Driver") to share driving responsibilities for a specific booking. The Additional Driver must manually accept the invitation within the App for the Co-Drive booking to be valid and must meet all eligibility requirements to use the Popcar App as stipulated in Section 1.
- 2.4. The Hirer will not use, or permit anyone to use, the vehicle for any purpose that is not expressly designed or allowed for use (as stipulated in this Agreement) for.
- 2.5. The Hirer will not use, or permit anyone to use, the vehicle for any ride-share business, subleasing, racing, driving instruction / tuition, towing, pace-making, off-road driving, and/or competition in any form of motorsport, or any illegal purpose whatsoever.
- 2.6. The Hirer shall not use or operate the vehicle, or permit anyone to use or operate the vehicle:
 - 2.6.1. Under the influence of alcohol or any intoxicating substance;
 - 2.6.2. To carry hazardous or dangerous materials;
 - 2.6.3. To intentionally, negligently, or in any way or for any reason expose the vehicle to danger or risk including damage, vandalism; and/or
 - 2.6.4. For any illegal purposes and/or in contravention of the laws of Australia
- 2.7. The Hirer agrees that he or she is responsible and liable to Popcar for: (i) all legal costs and expenses incurred by or on behalf of Popcar on a full indemnity basis, to pursue legal and/or settlement proceedings arising out of a breach of this

Agreement by the Hirer; and (ii) any loss and/or damages arising from the loss of use or loss of or damage to the vehicle for any reason whatsoever, arising out of and in connection with a breach of this Agreement by the Hirer.

- 2.8. Without limiting the scope and effect of Clause 2.7, the Hirer shall be fully responsible for all costs, expenses, and fees (including Vehicle recovery expense) and damages arising from the loss of use of a vehicle, a breach of this Agreement, or the occurrence of the following which includes but is not limited to:
 - 2.8.1. Vehicle accident, fire, theft, and any loss caused to the vehicle;
 - 2.8.2. Fuel, charging, and parking charges, traffic infringements, and parking infringements
 - 2.8.3. Vehicle being seized, forfeited to, or confiscated by the authorities;
 - 2.8.4. Reckless or negligent operation of the vehicle; and
 - 2.8.5. Operating the vehicle under intoxication or impairment.
- 2.9. For Co-Drive bookings, both the Primary Driver and the Additional Driver shall be jointly and severally liable for all costs, expenses, and damages as set out in Clauses 2.7 and 2.8 above. While the Primary Driver remains responsible for ensuring full payment of all invoices, excess claims, loss of use, administrative charges, penalties, fees and recovery demands arising from the booking. Popcar reserves the right to recover any outstanding amounts from the Additional Driver associated with the booking, including in the event of default or death of the Primary Driver, regardless of whether the Primary Driver or the Additional Driver was operating the vehicle at the material time.
- 2.10. A Primary Driver may only add one Additional Driver per booking, and this must be done during the initial booking process. The removal of an Additional Driver is strictly prohibited once a booking has commenced.
- 2.11. The Hirer shall not remove or interfere with any decals, marks, plates, or accessories affixed to the vehicle including but not limited to the Popcar identification liveries on the vehicle, in-car camera including their SD cards, and fuel card holders.
- 2.12. The Hirer acknowledges that where a fuel card is made available in the Popcar vehicle, it shall only be used for the refuelling of the Popcar vehicle that the card came with. For the avoidance of doubt, the fuel card shall not be used to refuel any other vehicle or for any other purposes other than refuelling the Popcar vehicle that it came with. When using a fuel card to refuel a Popcar vehicle, the Hirer must pump the right fuel as mentioned on the fuel card located in the vehicle and/or the decal(s) located on the fuel door of the vehicle. Unless instructed to in writing by Popcar, the Hirer should only pump Unleaded 91 or E10 for Petrol Vehicles, and Diesel for Diesel Vehicles.
- 2.13. The Hirer acknowledges that should a charging function be included in the Popcar app, it shall only be used for the charging of the Popcar vehicle that was booked. For the avoidance of doubt, the charging function shall not be used to charge any other vehicle or for any other purposes other than charging the Popcar vehicle.

- 2.14. The Hirer acknowledges that (i) the provision of an in-car camera, should it be available, is solely for the benefit of Popcar's use, and not for the Hirer's benefit, (ii) Popcar does not warrant the working condition of any in-car cameras, that are provided only for Popcar's sole benefit, and (iii) the Hirer accepts that the non-availability or faulty condition of any in car camera does not constitute any breach by Popcar's terms and conditions of the Agreement, and does not constitute a waiver of any of Popcar's rights against the Hirer.

3. Vehicle Collection and Return

- 3.1. It is the Hirer's responsibility to ensure their eligibility to access the location to collect the vehicle. Popcar shall not be responsible for any booking cancellations resulting from the Hirer's inability to access the location.
- 3.2. The Hirer shall unlock and inspect both the interior and exterior of the vehicle before driving or moving off from the designated Popcar parking bay or area, for the following:
- 3.2.1. Evidence of physical damage to the vehicle;
 - 3.2.2. Evidence of vehicle malfunction; and
 - 3.2.3. Evidence of gross compromise to the cleanliness of the vehicle.
- 3.3. In relation to Clause 3.2, the Hirer must inform Popcar via the submission of relevant photographs on the App, of any evidence of such damage, malfunction and/or gross compromise to the cleanliness of the vehicle.
- 3.4. The Hirer is deemed to be satisfied with the vehicle's condition if there are no photographs relating to the above that are submitted, and/or if there are insufficient photographs with clear evidence of any of the above (as mentioned in Clause 3.2). Submitted via the App, as soon as the vehicle has moved off from the designated Popcar parking bay or area.
- 3.5. Upon completion of the booking, the Hirer must return the vehicle to the vehicle's designated Popcar parking bay or area (Point A to Point A) in a condition that is similar to or better than when the vehicle was first collected.
- 3.6. Should the Hirer be unable to return the vehicle to the designated parking bay because the designated parking bay has been occupied by another vehicle, the Hirer must take and share the necessary photos with Popcar via email to parking@popcar.com.au, showing clearly the vehicle that has occupied the designated Popcar bay along with its registration number. The Hirer should then return the vehicle to the nearest untimed parking area and inform Popcar via email to parking@popcar.com.au with photos of where the vehicle has been parked along with the address that it has been parked at.
- 3.7. Popcar reserves the right to impose penalties and applicable charges if the vehicle is returned late, in an unsatisfactory condition, and/or not to its designated parking bay or area, including but limited to parking infringements that the vehicle may receive for improper parking, at Popcar's full and sole discretion.

- 3.8. Unless otherwise instructed by Popcar, all penalties and charges paid to Popcar shall be made and/or charged unilaterally by Popcar against the Hirer's debit card or credit card.
- 3.9. Before ending the booking, the Hirer must complete an inspection of the vehicle like that detailed in Clause 3.2, and report any:
 - 3.9.1. Evidence of physical damage to the vehicle;
 - 3.9.2. Evidence of vehicle malfunction; and
 - 3.9.3. Evidence of gross compromise to the cleanliness of the vehicle.
- 3.10. In relation to Clause 3.2 and 3.9, the Hirer should document the inspection of the vehicle via the App, paying particular attention to any evidence of physical damage, indication of vehicle malfunction, and/or the cleanliness of the vehicle.
- 3.11. Upon ending the booking, unless otherwise reported via the App, the Hirer is deemed to have inspected the vehicle, and considered the vehicle to be in a similar or better condition than when the vehicle was first collected by the Hirer.
- 3.12. For Co-drive bookings, only the Primary Driver shall have the authority and functionality within the App to (i) end the booking, (ii) extend or cancel the booking, and (iii) perform and submit all mandatory reports and photographs.
- 3.13. The Hirer accepts that he or she may become liable for any fees, expenses, penalties and/or damages incurred, imposed or ordered as a result of damage, malfunction, and/or gross compromise to cleanliness of the vehicle, if the Hirer does not possess photographs to substantiate the fact that any alleged damage, malfunction, and/or gross compromise to cleanliness to the vehicle was not caused by him or her.
- 3.14. The Hirer must return the vehicle to its designated parking bay or area together with all its tires, accessories, and equipment, as per the state of the vehicle at the point that the vehicle was first collected by the Hirer.
- 3.15. The Hirer agrees to abide by the Community Guidelines set out in Schedule 1 and accepts the penalties, charges, and implications should he or she be found to have breached any of the guidelines.
- 3.16. The Hirer agrees that Popcar will not be liable for any items left in the vehicle during and after their booking; any items found and handed to Popcar may be handed over to the relevant authorities or after being held for sixty (60) days, be discarded, donated, or auctioned off.

4. Breakdown, Damage, and Accident Reporting

- 4.1. The Hirer must immediately report a breakdown of the vehicle to Popcar via the designated reporting phone line and ensure that the vehicle and the Hirer are in a safe place while waiting for vehicle recovery and/or replacement of the vehicle.
- 4.2. The Hirer acknowledges that the issues listed below are preventable through the careful, proper, and correct use of the vehicle, and do not constitute a "breakdown" for the purpose of this Agreement:
 - 4.2.1. Immobilisation of the vehicle due to an empty fuel tank; and

- 4.2.2. Any fault as a result of negligent use of the vehicle's components, mechanical parts, and/or computer or electronic system.
- 4.3. In the event of a breakdown, Popcar may provide the Hirer with a replacement vehicle, refund the relevant booking fees via the issuance of a promo code, or a combination of both, or any other option which shall be decided by Popcar at its sole discretion.
- 4.4. In the event of a damage or accident, the Hirer must take reasonable efforts to:
 - 4.4.1. Inform Popcar of the accident via the designated reporting phone line as soon as possible;
 - 4.4.2. Not admit any fault or liability for the accident;
 - 4.4.3. Obtain the vehicle registration number(s) of the relevant vehicle, identification information of the involved parties and witness(es) to the accident including the relevant parties full name(s), their addresses(es), driving license number and issuing state, as well as the phone or email contacts.
 - 4.4.4. Take photographs of the damage done to the Popcar vehicle;
 - 4.4.5. Take photographs of the damage done to the other party's vehicle(s), if applicable;
 - 4.4.6. Take photographs of the damage done to any property affected by the accident, if applicable;
 - 4.4.7. File a report with an appointed Popcar representative within 24 hours of the accident occurrence;
 - 4.4.8. Cooperate with Popcar to provide the necessary information and assistance as Popcar may require; and
 - 4.4.9. File a police report if any parties sustain an injury or the road is blocked.
- 4.5. The Hirer will be liable for any incidental costs arising out of an accident, including but limited to fees and costs incurred for vehicle recovery, towing services, loss of use, and/or fines imposed by the relevant authorities.
- 4.6. Subject only to the determination by an appropriate authority that an accident was not caused and/or attributed to the fault of the Hirer, the Hirer acknowledges that in the event of an accident, he or she shall become immediately liable for the following:
 - 4.6.1. The full amount of fees charged for the period of hire and the period of time which the vehicle cannot be used as a result of the accident (including the full period of time taken for the report of the accident and all the time taken to process and carry out repairs on the vehicle);
 - 4.6.2. Towing fees;
 - 4.6.3. The full repair cost of the vehicle;
 - 4.6.4. Any insurance excess payable as a result of the accident; and
 - 4.6.5. Any administrative fees.
- 4.7. Notwithstanding the joint nature of a Co-drive booking, Popcar reserves the absolute right, at its sole and private discretion, to:

- 4.7.1. Hold both the Primary Driver and the Additional Driver collectively liable for any fees, damages, or breaches; or
- 4.7.2. Hold only one party (either the Primary Driver or the Additional Driver) solely liable, should Popcar determine, based on its internal investigation or external evidence (e.g., traffic camera footage or telematics), that the breach was the exclusive responsibility of that party.
- 4.7.3. Recover any outstanding amounts from the Additional Driver, especially in instances where the Primary Driver defaults on payment
- 4.8. For Co-drive bookings, the Primary Driver and the Additional Driver shall be jointly and severally liable for all costs, expenses, and sums payable arising from a breakdown, damage, or accident as set out in Clauses 4.5 and 4.6 above.
- 4.9. While Popcar will bill the Primary Driver by default for such costs, Popcar reserves the right to recover any outstanding amounts from the Additional Driver, especially in instances where the Primary Driver defaults on payment or where the Additional Driver was the operator of the vehicle at the material time of the accident or damage.
- 4.10. Popcar will not be responsible for any incidental costs incurred by the Hirer as a result of an accident or a breakdown of a vehicle, including but not limited to any taxi or Uber fares incurred by the Hirer due to a vehicle breakdown or accident.
- 4.11. In the event where the Hirer fails to report the accident or any damages sustained during the booking to Popcar as required in Clause 4.4.7, or fails to provide the necessary information and assistance to Popcar as required in Clauses 4.4.1 to 4.4.9, all insurance coverage will cease to apply and the Hirer will become liable for the full cost of the accident and any incidental costs arising from the accident as stipulated in Clause 4.5.
- 4.12. Loss of use charges are determined by the vehicle's weekend and public holidays full day rates.
- 4.13. Popcar shall on each occasion furnish to the Hirer an invoice as to the amount of the total cost and sum payable by the Hirer as soon as practicable after such total cost and the sum payable by the Hirer shall have been ascertained and in the absence of manifest or mathematical error or fraud such invoice shall be conclusive of the fees payable by the Hirer as set out in Clause 4.6 of this Agreement.

5. Booking Fees

- 5.1. All fees are in Australian dollars and are subjected to prevailing Goods and Services Tax (GST).
- 5.2. Time Charge is calculated on a part thereof basis for the first hour of the booking, and in fifteen (15) minute blocks on a part thereof basis for subsequent time after the first hour. No refunds will be given for unused Time Charge.
- 5.3. In addition to the Time Charge, a Mileage Charge is payable based on the distance (in kilometers) driven during the booking period.

- 5.4. The calculation of Mileage Charge is derived through the vehicle's odometer record whereby the mileage driven is defined as the "end trip mileage record" less the "start trip mileage record".
- 5.5. The Time Charge and Mileage Charge varies for different vehicle tiers, time, and day of booking.
- 5.6. A flat fee of AUD 3.00 (the "Additional Driver Fee") shall apply to any booking where an Additional Driver invitation is accepted. This fee is strictly non-refundable once the booking commences.
- 5.7. A Platform Fee may be charged for each booking, Promo codes do not apply to this fee.
- 5.8. Unless otherwise instructed by Popcar, the Hirer will pay for the booking fees, including the time and mileage charges, platform fee, and Additional Driver Fee, incurred during the booking period as booked on the App.
- 5.9. The Hirer acknowledges and agrees to allow Popcar to charge the relevant booking fees to any payment method added to their account via the App.
- 5.10. When adding a credit or debit card to the Popcar App, an authorisation amount of AUD 1 may be held against the Hirer's card for card validation purposes. Popcar will instruct the card's issuing bank to release this amount after seven (7) days and the issuing bank, at its discretion, will subsequently release the held amount.
- 5.11. Upon confirmation of a booking, Popcar will charge the booking's Total Time Charge against the Hirer's debit or credit card.
- 5.12. Should the Hirer's booking be extended either by him or herself, the Total Time Charge of the extension duration will be charged immediately.
- 5.13. At the end of the booking, the Total Mileage Charge for the booking will be charged to the Hirer's debit or credit card.
- 5.14. In the event that any invoice issued to the Hirer contains any miscalculation, typographical errors, inaccuracies or omissions, Popcar reserves the right to carry out any such measures as Popcar deems appropriate including without limitation correcting the said errors, inaccuracies or omissions:
 - 5.14.1. For shortfalls in payment, additional amounts shall be charged to the Hirer.
 - 5.14.2. In the event of overpayments, excess amounts shall be refunded to the Hirer.
- 5.15. Should there be a failure to charge the Hirer's debit card or credit card account at the end of a booking, an AUD 25 administrative fee will be imposed on the Hirer in addition to any amount due to Popcar.

6. Reservation Extensions, Amendments, Cancellations, and No Show

- 6.1. The Hirer may reserve a vehicle up to thirty (30) days in advance from the planned collection time for a maximum of five (5) days per booking.

- 6.2. After making a booking or while a booking is in progress, subject to the vehicle's availability, the Hirer may opt to extend the booking. This extension may not exceed the maximum booking period of five (5) days.
- 6.3. For an extension to be successful, the Hirer must have sufficient debit or credit card balance.
- 6.4. Cancellations and amendments of the reservation may be done at no cost up to forty-eight hours (48) hours before the planned collection time. The amount of Total Time Charge will be refunded accordingly.
- 6.5. Subject to the availability of the vehicle beyond the initial reservation period, the Hirer may extend the reservation period of the vehicle via the App.
- 6.6. Any cancellations made between forty-eight (48) hours and one (1) hour of the planned collection time, both hours inclusive, will constitute an early cancellation where the Hirer will automatically be charged the first hour of the booking plus 20% of the total time charge of the remaining booking period. No mileage charge will apply as the vehicle has not been driven.
- 6.7. Any cancellations made within fifty-nine (59) minutes before the collection time, will constitute a late cancellation where the Hirer will automatically be charged the first hour of the booking plus 50% of the total time charge of the remaining booking period. No mileage charge will apply as the vehicle has not been driven.
- 6.8. Unless a cancellation has been made, the booking period is deemed to have commenced at the reserved start time and the entire time charge for the entire booking period will apply.
- 6.9. The Hirer acknowledges and agrees that Popcar may charge the relevant extension, amendments, cancellation, and booking usage fees to the credit card or debit card linked to their account on the App upon cancellation or completion of the booking period.

7. Late Return

- 7.1. By the end of the Hirer's scheduled end booking time, the Hirer must have returned the vehicle to its designated parking bay or area, completed and uploaded the post-trip condition photos, and ended the booking via the App.
- 7.2. For Co-drive bookings, even if the Additional Driver physically returns the vehicle, only the Primary Driver has the ability to "End Booking" via the App. Failure by the Primary Driver to end the booking on time will result in late return fees as defined in Clause 7.2.
- 7.3. A late return fee of AUD 15 shall be imposed if the Hirer ends the booking more than 15 minutes after the scheduled end time. Thereafter, an additional fee of AUD 15 shall apply for each subsequent 15-minute block or part thereof.
- 7.4. For Co-drive bookings, both the Primary Driver and the Additional Driver shall be jointly and severally liable for any late return fees incurred, regardless of which driver was operating the vehicle at the scheduled end time.

- 7.5. In such a situation, the Hirer acknowledges and agrees that Popcar may charge the relevant fees at its sole discretion, to the debit card or credit card linked to the Hirer's account on the App.

8. Insurance, Excess, and Collision Damage Waiver

- 8.1. Subject to the exceptions and specific terms and conditions of the policy providing coverage, the Hirer will be covered by motor insurance for the duration of their booking period including any goodwill grace period awarded by Popcar.
- 8.2. Drivers below twenty-five (25) years old are considered "young drivers". Higher insurance excess will apply.
- 8.3. Drivers seventy (70) years of age and above are considered "senior drivers". Higher insurance excess will apply.
- 8.4. Drivers with less than two (2) years of driving experience are considered "new drivers". Higher insurance excess will apply; driving experience is determined by the date of issuance of the Hirer's Australian driving license.
- 8.5. For Co-drive bookings, the insurance coverage and applicable excess ceiling are determined by the driver with the higher risk profile. If either the Primary Driver or the Additional Driver meets the criteria stated in clauses 8.2, 8.3 and 8.4, higher insurance excess shall apply to the entire booking period regardless of who was driving at the material time.
- 8.6. Hirers who are not Australian Citizens or Permanent Residents, have a valid Visa issued by the Australian Department of Home Affairs but do not have a valid Australian driving licence will be considered "new drivers". Higher insurance excess will apply. Driving experience is determined by the date of issuance of the Hirer's Australian driving license.
- 8.7. Subject to the excess ceiling, the policy protects the Hirer against liability for damage to the Popcar vehicle. Details on the applicable excess ceiling and rates are available on the Popcar Insurance Excess FAQ page, found on our website. The Hirer acknowledges that Popcar reserves the right to modify the terms, rates, and ceilings set out in the Insurance Excess FAQ page and the App at any time at its sole discretion, and the Hirer's continued use of the Popcar App will constitute agreement to the modified terms.
- 8.8. Subject to the excess ceiling, the policy also protects the Hirer against third party liability caused by or arising out of their use of the Popcar vehicle in accordance with the terms of the agreement, in respect of death or injury to a third party.
- 8.9. Promo codes do not apply to the CDW charges.
- 8.10. The Hirer acknowledges and agrees to the excess ceilings and understands that they will be required to pay the necessary excess in the event of an accident.
- 8.11. In the event of late return as defined in Clause 7.2, any CDW will cease to apply should there not be a valid booking period extension and the Hirer will have to bear the full excess amount.

- 8.12. In the event where an accident is not reported within 24 hours to Popcar as required in Clause 4.4.7, any CDW will cease to apply and the Hirer will have to bear the full cost of the accident as stated in Clause 4.8 and be fully liable any associated recovery costs and loss of use charges for the vehicle.
- 8.13. In the event where a damage is not reported to Popcar before the booking ends, any CDW will cease to apply and the Hirer will have to bear the full cost of the damage repair as stated in Clause 4.8 and be fully liable for any associated recovery costs and loss of use charges for the vehicle.
- 8.14. Loss of use charges are determined by the vehicle's weekend and Public Holiday full day rate.
- 8.15. Loss of use charges and administrative fee are not covered by the insurance excess and the CDW.

9. Unauthorised Use Outside of Australia

- 9.1. The Hirer shall not drive or transport the vehicle out of Australia.

10. Traffic and Parking Violations, and Infringements

- 10.1. The Hirer will be responsible for any breach of traffic rules, parking rules, and regulations during the booking period.
- 10.2. Should Popcar receive an infringement, ticket, or penalty in connection with the use of the vehicle by the Hirer, Popcar will send the Hirer's information to the relevant authorities as the person who was operating and using the vehicle, and charge the Hirer a processing fee of AUD 20 via his or her debit card or credit card.
- 10.3. In the case of Co-Drive bookings, should Popcar receive a ticket, fine, or penalty, Popcar will by default send the Primary Driver's information to the relevant authorities.
- 10.4. The Hirer acknowledges and agrees to allow Popcar to provide his or her identity details to any law enforcement authority on request and/or otherwise in connection with any breach of applicable laws by the Hirer and/or the users of the vehicle.
- 10.5. The responsible Hirer must pay for all infringements, tickets, tolls, and penalties imposed from the use of the Popcar vehicle during the booking period.
- 10.6. Should the Hirer cause any Popcar vehicles to be impounded, towed, and/or disabled through wheel clamp or any other means, Popcar will impose an administrative fee of AUD 300 on top of any associated recovery costs and loss of use charges for the vehicle.
- 10.7. Loss of use charges are determined by the vehicle's weekend and public holiday full day rates.

11. Limitation of Liability

- 11.1. The Hirer shall indemnify and hold Popcar and its officers, directors, employees, and agents harmless from and against all reasonable costs, expenses, or damages

that Popcar may suffer or incur, arising out of or in connection with the Hirer's breach of this Agreement, including the costs of repair, repossession, or recovery, except to the extent caused by Popcar's own default or negligence.

- 11.2. The Hirer acknowledges and agrees that the use of a vehicle involves the risks of death, injury and property damage, and the Hirer accepts all such risks arising out of or in connection with the use of the vehicle.
- 11.3. To the fullest extent permitted under applicable laws, save in respect of death or personal injury caused by the negligence of Popcar, Popcar shall not be liable to the Hirer, or any other person or entity for any direct, indirect, special, incidental, consequential or exemplary damages (including, but not limited to, damages for loss of profits, loss of data, loss of use or costs of obtaining substitute services) arising out of the use, inability to use (including without limitation due to any cancellations or amendments of bookings by Popcar under Section 6), unauthorised access to or use or misuse of the services provided under the Popcar App, whether based upon warranty, contract, tort (including negligence), or otherwise, even if Popcar has been advised of the possibility of such damages or losses.
- 11.4. To the fullest extent permitted under applicable laws, save in respect of death or personal injury caused by the negligence of Popcar, the Hirer unconditionally releases and discharges Popcar from all claims and liability, under contract, tort, negligence, equity, statute or otherwise, which the Hirer now have or may have in the future, arising out of or in connection with the Hirer's use of the vehicles.
- 11.5. Notwithstanding the above, to the fullest extent permitted under the applicable laws, Popcar's aggregate liability for all claims arising from this Agreement (if any) to a relevant Hirer shall not exceed (i) the aggregate amount which the relevant Hirer had paid to Popcar in relation to the use of the Popcar App and/or vehicle, or (ii) AUD 100, whichever is lower.

12. Australian Privacy Principles

- 12.1. Popcar is committed to respecting and protecting the privacy of individuals who deal with us in accordance with the Australian Privacy Principles.
- 12.2. During the Hirer's course of dealing with Popcar, Popcar may have, and / or will collect, use, disclose and process Hirers' personal data for purposes, including, communicating; providing services, responding to your enquiries or complaints, provide you with information and/or updates on products, services and/or promotions offered by Popcar and/or its associated and its subsidiary companies or any selected third parties and other purposes required to operate and maintain business as set out in Popcar's Privacy Policy.
- 12.3. In order to conduct Popcar's business operations, Popcar may also be disclosing the personal data provided by Hirers to Popcar's third party service providers, agents and/or Popcar's affiliates and/or subsidiary companies or related corporations, and/or other third parties whether sited in Australia or outside of Australia, for one or more of the above-stated purposes.

- 12.4. Such third-party service providers, agents and/or affiliates or related corporations and/or other third parties would be processing your personal data either on Popcar's behalf or otherwise, for one or more of the above-stated purposes.
- 12.5. Popcar has the right to request for access to, or to request for a copy of and to request to update or correct the Hirer's personal data held by Popcar.
- 12.6. The Hirer has the right at any time to request Popcar to limit the processing and use of his/her personal data. (For example, requesting Popcar and/or its related companies to stop sending the Hirer any marketing and promotional materials or contacting Hirer for marketing purposes.)
- 12.7. The Hirer's written request shall be sent to unsubscribe@popcar.com.au to unsubscribe for future updates / promotions.
- 12.8. By submitting personal data to Popcar, the Hirer consents to Popcar collecting, using, disclosing and processing your personal data in accordance with Section 12 of this Agreement.
- 12.9. The Hirer warrants that all personal data provided by the Hirer is accurate and complete, and that none of it is misleading or out of date.
- 12.10. The Hirer will promptly update Popcar in the event of any change to his or her personal data.
- 12.11. In some circumstances, the Hirer may have provided personal data relating to other individuals (such as his/her spouse, family members or other third-party including minors) to Popcar. The Hirer represents and warrants to Popcar that (i) he/she is authorised to provide third parties' personal data to Popcar, and (ii) the Hirer has obtained the consent of the relevant third parties for the collection, use, disclosure and processing of the third parties' personal data in accordance with this section.

13. Dispute Resolution and Governing Law

- 13.1. This Agreement is governed by and shall be interpreted according to the laws of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the Courts of that State.
- 13.2. If any term of this agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to the extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.
- 13.3. In the event of a dispute between the Primary Driver and the Additional Driver regarding the cause of damage, a traffic violation, or any financial liability:
 - 13.3.1. Popcar shall not be required to adjudicate or mediate the dispute between the two parties, and;
 - 13.3.2. The Primary Driver shall remain the party primarily responsible for all payments, including but not limited to insurance excess, repair costs, and administrative fees.

14. Paid Subscription Services

- 14.1. Popcar may offer subscription-based plans (“Subscription” or “Subscription Services”) that provide Hirers with access to certain benefits, features, or discounted rates within the Popcar App.
- 14.2. By enrolling in a Subscription, the Hirer acknowledges that the Subscription is personal to the Hirer’s Popcar account and is non-transferable.
- 14.3. To subscribe, the Hirer must have an active Popcar account.
- 14.4. Subscription Fees
 - 14.4.1. Subscription Fees are payable on a recurring basis based on the option selected at the point of purchase.
 - 14.4.2. Upon successful sign-up, the Subscription Fee will be charged immediately to the Hirer’s selected payment method.
 - 14.4.3. Subsequent Subscription Fee charges will be processed automatically on the renewal date using any active payment method linked to the Hirer’s Popcar account.
 - 14.4.4. To ensure uninterrupted Subscription Services, Popcar may initiate payment authorisation or charge attempts up to two (2) days before the billing renewal date.
 - 14.4.5. The Hirer acknowledges and agrees to allow Popcar to automatically charge the Subscription Fee and any applicable taxes to the Hirer’s stored payment method without further consent.
 - 14.4.6. The Hirer is responsible for ensuring that their payment details remain valid before the renewal date.
 - 14.4.7. Popcar may modify the Subscription Fees, billing cycle, benefits, or associated terms at any time at its sole discretion.
 - 14.4.8. The Hirer’s continued Subscription use after such modifications will constitute acceptance of the updated terms.
- 14.5. Failed Payment
 - 14.5.1. If a Subscription Fee charge attempt fails due to insufficient funds or any other reason, Popcar may retry the charge using the same payment method or other payment methods linked to the Hirer’s account;
 - 14.5.2. Popcar may terminate the Hirer’s Subscription until payment is successfully collected.
- 14.6. Subscription Benefits
 - 14.6.1. Popcar may modify, replace, or discontinue any Subscription benefit at any time at its sole discretion.
 - 14.6.2. Continued use of the Subscription after such changes will constitute acceptance of the updated benefits and/or terms.
 - 14.6.3. Popcar may at times offer promotional pricing, limited-time discounts, or trial periods for Subscription Services.
 - 14.6.4. Unless expressly stated, promotional or trial Subscriptions will convert into paid Subscriptions at the standard rate upon expiry, and the Hirer consents to automatic billing as per Clause 14.4.3.

- 14.6.5. Popcar reserves the right to revoke, amend, or terminate promotions or trials due to misuse or breach of this Agreement.
- 14.7. Cancellation of Subscription
 - 14.7.1. The Hirer may cancel a Subscription at any time via the App.
 - 14.7.2. Cancellations take effect at the end of the current billing cycle. No refunds (pro-rated or otherwise) will be provided for the remaining period.
 - 14.7.3. After cancellation, the Hirer will continue to receive Subscription benefits until the end of the paid billing cycle.
 - 14.7.4. Once the cancellation takes effect at the end of the billing cycle, the subscription benefits will cease immediately.
- 14.8. Refund Policy
 - 14.8.1. All Subscription Fees are strictly non-refundable.
 - 14.8.2. No refunds, credits, or extensions will be provided for unused benefits, accidental subscription activations, or failure to cancel before renewal.
- 14.9. Termination by Popcar
 - 14.9.1. Popcar may suspend or terminate a Subscription with immediate effect if the Hirer breaches this Agreement, misuses the Subscription benefits, or engages in fraudulent activity.
 - 14.9.2. In the event of termination due to such breaches, no refunds or credits will be provided.

SCHEDULE 1 - COMMUNITY GUIDELINES, PENALTIES, CHARGES, AND IMPLICATIONS

Types of Fees	Description
Administrative Fee (Accidents and Damages)	<p>Applies to the management of all accidents and unreported damages. Administrative effort is needed to investigate, process, and manage the follow-up for the respective parties.</p> <p>A fee of AUD 300 per incident may be applied</p>
Examples	<p><u>Accidents</u> All accidents will attract an administrative fee of AUD 300 because of the need to coordinate the investigation, liaise and follow-up with the various parties involved.</p> <p><u>Failure to Report Damages</u> Popcar encourages all Hirers to report such cases via the App should they cause any damage to the vehicle.</p> <p>Should any damage not be reported in a timely manner, the Hirer may no longer be covered by motor insurance, regardless of whether CDW was purchased. For all unreported cases, a AUD 250 administrative fee will be charged for the investigation work needed to identify the Hirer. This fee will be charged on top of the full reinstatement amount plus any associated cost from the repair including but not limited to vehicle loss of use.</p>
Administrative Fee (Misuse of services)	<p>Applies to the management of misuse of Popcar’s vehicle, fuel or property. Administrative effort is needed to investigate, process, and verify the responsible party involved.</p> <p>A fee of AUD 800 per incident may be applied.</p>
Examples	<p><u>Misuse of Fuel Card</u> Popcar vehicles are equipped with fuel cards or Popcar app-enabled charging functions, so that Hirers may refuel or charge the vehicles at no cost to themselves. As specified in Clause 2.10, 2.11, and 2.12, the fuel card and charging function are not to be used for purposes other than the refuelling of the Popcar vehicle.</p> <p>All refuelling and charging activities are monitored by Popcar. Should Popcar’s investigations find that there has been a misuse of the refuelling or charging functions, Popcar reserves the right to charge an AUD 800 administrative fee for the investigation work to identify the Hirer, in addition to the recovery of the full cost of refuelling or charging the Vehicle.</p> <p>Depending on the offence, Popcar may suspend the offender, refer the</p>

	<p>case to the police, or both.</p> <p><u>Unauthorised Driving</u> Unauthorised usage of Popcar vehicles is strictly prohibited.</p> <p>As specified in Clause 2.3, 2.4, 2.5, and 2.6, unauthorised driving of Popcar vehicles includes, but is not limited to, using the vehicle without proper authorisation, or sharing access to the vehicle with unauthorised individuals.</p> <p>Should Popcar’s investigations reveal that the vehicle has been used without authorisation, Popcar reserves the right to charge an AUD 800 administrative fee for the investigation work to identify the Hirer in addition to the recovery of other fees, including but is not limited to, Time Charge, Mileage Charge, Late Return Fee, and Convenience Fee.</p> <p>Depending on the offence, Popcar may suspend the offender, refer the case to the Police, or both.</p>
<p>Cleaning Fee</p>	<p>Applies to the cleaning and restoring of a vehicle condition after it has been dirtied due to a Hirer’s booking. The fee can be applied to both interior and exterior of the vehicle.</p> <p>A fee of AUD 300 per cleaning applies.</p>
<p>Examples</p>	<p><u>Smoking or Vaping in Vehicle</u> Hirers may not smoke or vape in Popcar vehicles. For a confirmed offence, the offenders’ account will be suspended, and they will be required to pay a AUD 300 cleaning fee before their account can be reinstated.</p> <p><u>Pets without Proper Pet Carrier</u> Hirers may bring their pets onto Popcar vehicles on the condition that the pets are kept in a pet carrier and the Hirer must clean up the vehicle after use to ensure that the car remains clean and tidy for the next hirer.</p> <p><u>Vehicle Interior & Exterior Cleanliness</u> Hirers should return the vehicle in a condition that is similar to, or better than when it was collected. Particular attention should be paid not to leave behind litter and food crumbs. Further, Hirers may not bring pungent smelling items such as durians, opened cans of paint, etc. on to the vehicle. Hirers are encouraged not to eat in the vehicles as they will be held responsible for any spillages or soiling of the vehicle’s interior.</p> <p>Improper use of Popcar vehicles may result in significant compromise to exterior cleanliness. Excessive mud or dirt on the exterior body, tires, or rims of the vehicle will not be tolerated.</p> <p>A 3rd time offender will be permanently banned from the platform.</p>

<p>Convenience Fee</p>	<p>Applies if a vehicle was not returned to the designated parking bay or area by the Hirer, or if a vehicle becomes inoperable due to an erroneous action by the Hirer.</p> <p>Depending on the distance that the vehicle is from its designated parking bay or area, the following fees will apply:</p> <ul style="list-style-type: none"> ● Under 10km - AUD 250 ● 10km to 30km - AUD 350 ● 31km to 50km - AUD 500 ● 51km to 100km - AUD 750 ● More than 100km - up to AUD 2,000
<p>Examples</p>	<p><u>Failure to Return Vehicle to Designated Lot</u> Hirers are required to return their vehicles, unless otherwise instructed by Popcar, to their designated lot as specified in Clause 3.5.</p> <p>Should Popcar have to recover or move the vehicle, Hirers will pay a convenience fee of upwards of AUD 250 on top of any parking charges incurred at the time of the vehicle retrieval. Repeated offenders will have their accounts suspended.</p> <p><u>Failure to Turn Off Headlights, Interior Cabin Lights, and/or Hazard Lights</u> Hirers are required to ensure that the vehicle's headlights, interior cabin lights, and hazard lights are switched off before ending their trip. Failure to do so will result in the vehicle's battery being drained which will affect the vehicle's availability.</p> <p>Should Popcar be required to intervene to assist in turning off the headlights, interior cabin lights, and/or hazard lights of the vehicle, a convenience fee of AUD 250 will be imposed on the Hirer who is responsible should the vehicle be 10km away from its designated parking bay.</p>
<p>Vehicle Recovery Fee</p>	<p>Applies if a vehicle needs to be recovered due to an accident or damage:</p> <ul style="list-style-type: none"> ● Urgent Recovery - AUD 500 ● Non-Urgency Recovery - AUD 350