Leapmotor 7 Year Roadside Assistance Terms and Conditions

Wholesale Terms and Conditions

Leapmotor Roadside Assistance offers reliable and secure roadside assistance 24 hours a day, 365 days a year. To access Leapmotor Roadside Assistance, simply call us on 1800 293 013.

Please have the following information ready when you call:

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

Who is the roadside assistance provider?

Roadside Assistance is provided for up to 7 years from the date of new vehicle registration under your Leapmotor Roadside Assistance membership and is provided by Digicall Assist Pty Ltd ABN 92 152 605 340 trading as 'Digicall Assist'.

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

Eligibility criteria

In order to be eligible for roadside assistance, your vehicle must be a roadworthy, well-maintained vehicle. If your vehicle is not a roadworthy well-maintained vehicle, we may still arrange a roadside assistance provider to service your callout, but we will inform you of the cost that will be charged to provide you with assistance. This cost will be your responsibility.

Please stay with your vehicle

Once a roadside service provider has been called, it is important that you remain with your vehicle if it is safe to do so. Should we arrive at the scene of the breakdown and the vehicle is unattended, we will be unable to carry out any work and payment may be required for any subsequent callouts to assist with the same incident. If you require assistance and have to leave your vehicle for safety reasons, please advise the customer service assistant at the time of the initial call or if circumstances change while you are waiting for the roadside assistance provider.

Tele-Assist

Tele-Assist - Once our customer service assistant receives your call, we will provide general advice about the operation of your vehicle. If your vehicle is immobilised, we will provide an over the phone diagnosis (where possible) to get your vehicle mobilised.

Roadside assistance

If our customer service assistant is unable to get your vehicle mobilised over the telephone, we will dispatch a service provider to assist in the following ways:

Flat batteries

Flat batteries can occur. If you find yourself immobilised with a 12V battery problem, we will attend to your vehicle, test the battery for performance, charge the flat battery or coordinate a battery replacement if required. The cost of the replacement battery will be charged to you or replaced free of charge if the replacement battery is covered by your vehicle warranty.

Emergency Fuel

If your vehicle runs out of fuel / charge, we may tow your vehicle to the nearest charging / fueling station, dealership and or home, whichever is nearest.

Flat tyres (minor repairs only)

If you find yourself with a flat tyre, we will change it with the vehicle's serviceable spare wheel. If your vehicle is not equipped with a spare wheel, we will transport the vehicle to an approved tyre outlet or authorised repairer, whichever is the nearest (subject to the towing/ transportation limits). Should additional services be required beyond this due to multiple flat tyres, the spare tyre being unserviceable, replacement wheel studs/nuts not being available or locking wheel nut key not available, towing is provided up to the towing limits specified above.

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

Lost or locked keys

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

• locate and deliver a spare key; or

• arrange for the driver to retrieve the spare key, if this is more practical; or

• gain access to your vehicle (once a consent and indemnity form has been signed by you).

In all other situations where the key is not available, we will arrange to transport the vehicle to an authorised repairer, where the appropriate entry methods may be used. We will not be responsible for any damage incurred, or for any repair costs that result from gaining access to the vehicle or moving the vehicle while it is locked. A limit of $150.00 (inc. GST) applies to this benefit. All additional costs are your responsibility.

Towing/transportation

If your vehicle cannot be mobilised at the breakdown location, we will deliver your vehicle to the nearest authorised dealer or an FCA approved repairer from breakdown location. If the breakdown has occurred after business hours, we will arrange for your vehicle to be stored at a secure facility and delivered to an authorised repairer the next working day.

Accident coordination

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

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

Bogged vehicle

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

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

All additional costs are your responsibility.

Caravan & Trailer Assistance

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

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

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

Taxi

If your vehicle cannot be mobilised due to a breakdown, caused by a warrantable failure and not repaired within 24 hours, and transported to the nearest authorised repairer, we will provide one taxi ride per incident, to a maximum value of $200.00 (inc. GST) so you and your passengers can continue your journey to the nearest town or within the same city where the breakdown occurred.

Additional Benefits:

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

Emergency accommodation

If your vehicle is immobilised by a breakdown for more than 24 hours and you are more than 100 kms from your home address, we will provide four (4) nights of accommodation up to the value of $200.00 (inc. GST) per night (room cost only) should you decide to remain with your vehicle while it is repaired locally, or if alternative transport is unavailable. Any amounts charged in excess of this limit will be at your cost. This benefit will stop once your vehicle has been repaired.

Car rental

If your vehicle is immobilised due to a breakdown, you are more than 100kms from your home address and the vehicle cannot be returned on the same day as the breakdown, we can provide you with a rental vehicle for up to 7 days at a maximum value of $100 per day for you to continue your journey. You will be responsible for all related hire costs (including any rental bond), fuel costs, excess kilometer charges, traffic infringements, relocation fees, any damage and any remaining excess or insurance waivers on the rental vehicle. We may not be able to provide you with this assistance if your driver's licence history or age or other reason will not allow the rental company to provide a hire car. If a rental bond cannot be provided by you at the time of securing the hire car, the provision of the hire car will be at the discretion of the rental company.

Alternative transportation

Should accommodation or a rental vehicle be unavailable following a breakdown which has immobilised your vehicle overnight and you are more than 100kms from home, we will provide alternative transport on your behalf.

Vehicle relocation

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

Urgent message relay

Following a breakdown or accident, we will relay urgent messages to family, friends or business associates likely to be affected or concerned by the disruption or delay and/or provide advice on local transport options and alternatives.

Cancellation or re-booking of travel arrangements

Following a vehicle breakdown or accident, we will provide emergency assistance with cancellation and rebooking of any pre-booked travel arrangements, including accommodation and flight reservations. Costs associated with rebooking or cancelling travel plans will be at your expense.

Medical advice/assistance (direct family)

Urgent telephone medical advice provided by a qualified nurse or doctor is available 24 hours a day. Medical advice will also be extended to any direct family members if they are travelling with you or if they are at home while you are travelling. You will be responsible for all associated medical costs.

Exclusions and limitations

We provide general roadside assistance. We will not be responsible for the cost of any parts or components for the roadside repair of the vehicle, other than minor breakdown repairs.

Please note:

1. We will not be responsible or liable for any additional or increased costs and expenses incurred as a result of the vehicle being outside a service area.

2. Subject to the statutory consumer guarantees and remedies available to you under the Australian Consumer Law and except to the extent caused by our negligence or our agents or service providers, we are not required to provide the roadside assistance services and will not be responsible or liable for any costs and expenses (or any increased costs or expenses) incurred in connection with or as a result of:

a) the vehicle not being registered on our roadside assistance system where membership data is stored;

b) vehicles over three (3) tonne (GVM);

c) the vehicle being unregistered;

d) the vehicle being unattended;

e) the vehicle being involved or connected to any form of motor sports (including driving on a racetrack or competing in organised road or off-road rallies);

f) vehicle abuse or neglect by you (as reasonably determined by us);

g) you failing to use reasonable care with the vehicle;

h) failure by you to conduct regular preventative vehicle maintenance or provision of inappropriate repair or maintenance to the vehicle;

i) repeated service calls due to member related faults;

j) failure by you to comply with any instructions or directions provided with or attached to the vehicle;

k) accident damage, any damage arising from or caused by an impact or collision, accidental or malicious damage of any nature, any attempted or successful theft or break-in of the vehicle (but excluding the provision of and cost of providing any accident-related services which we agree to arrange or provide);

l) failure by you to comply with instructions reasonably provided by us, our agents or service providers;

m) failure by you to comply with any applicable road laws or regulations;

n) caravans or trailers (subject to the specific benefits set out above);

o) bogged vehicles;

p) vehicles operating as taxis, limousines, rental vehicles, hire vehicles;

q) heavy haulage vehicles or vehicles that, in our opinion, require a heavy haulage towing provider due to the weight, length, width or height of your Vehicle.

3. Where we incur costs under item 2 above, you will be responsible for the cost and must make payment in the amount and manner as advised by us. Additionally, if any of those events result in more than 5 callouts per year, we will be entitled to suspend your membership by giving you 30 days prior written notice with an explanation of the decision.

4. Services provided by us are also subject to:

- Resources being reasonably available in the vicinity of the breakdown or problem;
- Any circumstance reasonably considered to be beyond our control (including but not limited to poor weather conditions such as heavy rain, cyclonic conditions, snow fall and flooding, as well as war, strikes, civil commotion, unexpected traffic conditions and telecommunication failures);
- Areas being trafficable by a two-wheel drive recovery vehicle;
- Vehicle accident or traffic congestion;
- Restricted access area requirements.

5. We have no obligation to pay for costs incurred in service calls where your vehicle is immobile in a workshop undergoing repairs or undergoing mechanical or electrical repairs at your premises. We are not responsible or liable for any costs arising from work carried out by an authorised repairer, and all repairs and costs for repairs undertaken by the repairer are your responsibility.

Transfer of membership

Your membership is fully transferable to the new owner of the vehicle at any time during the membership period. Please contact us on 1800 293 013.

Cancellation of membership

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

Australian Consumer Law

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

Privacy

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

What personal information we collect and store:

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

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

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

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

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

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

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

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

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

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

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

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

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

Direct Marketing:
DIGICALL will only engage in direct marketing practices in accordance with the law. You may contact privacy@digicallassist.com.au at any time to request that you no longer receive any marketing information from us.
Disclosure and retention of personal information:
As part of providing our services, DIGICALL may disclose your personal information to third party suppliers and contractors of services, banks or other financial institutions, customers, our professional advisers and our external service providers that provide services to us. In these cases, DIGICALL expects these organisations to protect the privacy of that personal information.

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

Digicall's digital information is stored on servers within Australia. DIGICALL takes all reasonable steps to ensure that it deals with reputable entities for the purposes of securely storing personal information.
DIGICALL only retains personal information for periods required by law and/or our business operations. Otherwise DIGICALL will take reasonable steps to securely destroy or permanently de-identify the personal information.

Website Browsing Links to other websites:
Accessing COMPANY NAME's websites will result in some information being logged including the time of access, IP address and the pages that have been viewed or accessed.
Our website may contain links to third party websites. We do not operate these websites and therefore are not responsible for the collection or handling of personal information by the operators of these websites.

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

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

DIGICALL will investigate the complaint and will endeavor to respond to you within 30 business days. DIGICALL will take immediate steps to redress proven privacy concerns or breaches.
Lodging a complaint with the Australian Information Commissioner – personal information:
If you do not receive a response from DIGICALL after 30 days or if you are not satisfied with the response, you can then lodge a complaint with the OAIC (telephone: 1300 363 992 | at www.oaic.gov.au).

Access to this Policy:
This policy can be viewed at our website at www.digicallassist.com.au. Alternatively, you can request a copy of this policy using our contact details below.
DIGICALL Contact Details:
Postal Address: P.O Box 3474Rhodes NSW 2138 Australia | T: +61 2 8880 3999 | E:privacy@digicallassist.com.au

Definitions

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

accident: a vehicle damaged by impact or collision of any nature, or by attempted or successful theft, malicious damage and or break into the vehicle.

Digicall Assist means Digicall Assist Pty Ltd ABN 92 152 605 340.

authorised repairer: a Leapmotor dealership, a servicing dealer or a repairer that has been authorised and approved by Leapmotor to undertake workshop repairs to the vehicle, or in areas where no authorised repairers are located, a repairer recommended by us. We are not responsible for any costs for work carried out by an authorised repairer (including a repairer recommended by us) and all repairs and costs are your responsibility.

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

callout: roadside assistance provided by our customer service assistant over the telephone or by us or a service provider at or from the breakdown location.

home: your home or business address as registered on our roadside assistance system.

incident limit: total expenditure across one or more benefits for the same breakdown.

minor breakdown repairs: minor repairs of an immobilised vehicle (including components up to a cost of $50 (inc. GST) to facilitate the immediate mobilisation of the vehicle. It does not include workshop repairs which may require diagnostic equipment or parts or repairs and does not include servicing of vehicles.

mobile or mobilised: means moving or capable of moving using the vehicles own power, as intended by the manufacturer when operating normally and not in need of assistance. “Immobile” and “immobilised” have the corresponding meaning.

pre-existing condition: any condition or defect requiring assistance (including callout assistance) or which generates assistance to be required which was apparent or reasonably suspected prior to purchasing the membership.

restricted access area: an area that is protected by security and/or other systems designed to prevent access by unauthorised people and includes areas that we do not have permission to enter (including but not limited to airports, sporting venues, protests, and concerts).

roadworthy well-maintained vehicle: maintained vehicle that is mechanically sound and otherwise fit to be operated and ridden on Australian roads. The vehicle will comply with the minimum safety and other standards required by Australian road safety and transport laws and regulations and also be maintained and serviced by qualified personnel to the vehicle manufacturer’s recommended standards and specifications set out in the vehicle service booklet and instruction manual.

service area: an area or location in mainland Australia with made roads or Tasmania, Phillip Island, North Stradbroke Island, Moreton Island, Fraser Island, Bribie Island and Kangaroo Island. In the event where

the provision of services incurs ferry or over-sea transport costs, you will be responsible for such extra costs.

service fee: the service fee is a $100.00 (inc. GST) amount effective December 2022. The service fee covers the initial callout of the roadside assistance provider only. All other items are at additional customer cost.

service provider: a mobile mechanic, tow truck operator or other roadside assistance provider nominated by us.

we or us or our: Digicall Assist, our employees, agents, contractors, and related companies.

you or your: the Leapmotor Roadside Assistance member.