

Priority One
Car Wash Club
UNLIMITED

# TERMS & CONDITIONS

# Priority One Wash Club – Terms and Conditions

These Terms set out the legal terms under which we provide membership to the Program to retail customers and via participating dealers. By purchasing or activating a membership (online, in-app, in-store, via a dealer, or by phone), you agree to be bound by these Terms.

Program Manager: Priority One Wash Club Pty Ltd (ACN 667 241 910) ("Program Manager", "we", "us")

Program: 'Priority One' membership program (the "Program")

## 1. Program benefits and participating locations

1.1. Current participating car wash facilities are listed on priorityonewashclub.com (the "Program Website") and/or the Program mobile application (the "App").

1.2. The number, identity, and location of participating facilities may change. Such changes do not entitle a Member to terminate or receive a refund, except as required by law.

1.3. Service descriptions (e.g., "inside & out", "exterior", "premium") and any exclusions or surcharges will be stated on the Program Website/App or at the participating facility. Members may purchase add-ons or upgrades at their own cost, payable directly to the facility.

## 2. Retail sales; dealer sales; order of precedence

2.1. Retail sale: A membership may be purchased directly from us (online, in-app, in-store or by phone).

2.2. Dealer sale: A participating dealer may offer the membership at the point of vehicle purchase or service.

2.3. Order Confirmation governs: Any Specific Terms at time of sale (price, inclusions, minimum term) shown on your checkout page, receipt, invoice, or order confirmation ("Order Confirmation") form part of these Terms and prevail to the extent of any inconsistency.

## 3. Eligibility; nominated vehicle; non-transferability

3.1. Membership is issued to a single nominated vehicle and is not transferable between people or vehicles, unless we agree in writing.

3.2. We may offer or require different classes of membership (e.g., sedan/SUV/van; personal vs commercial use). Eligibility criteria appear in the application form and on the Program Website/App.

3.3. Commercial use restriction: Standard memberships are for private, personal use only. Vehicles used for commercial purposes (e.g., rideshare, delivery, taxi, rental) are not eligible unless we approve a separate commercial plan (different fees/terms). Shopping center staff in an associated shopping center to participating car wash locations are excluded from the program. We may refuse, suspend, or cancel if commercial use is detected without approval.

# 4. Term, minimum commitment, renewals, pauses

4.1. Minimum Term – yearly program, monthly engagement:

Your membership is structured as a monthly engagement: access to benefits is provided on a month-to-month basis during the Minimum Term, with fees payable monthly (unless you have chosen annual prepayment under clause 4.2).

4.2. Payment frequency: Unless stated otherwise at sale, fees are paid monthly (default) or annually (as selected at checkout) for the duration of the Minimum Term and any renewal period.

4.3. Auto-renewal: After the Minimum Term, your membership auto-renews on a rolling month-to-month (if you pay monthly) or year-to-year (if you pay annually) basis until cancelled in accordance with clause 8.

# 5. Booking and redemption

5.1. To redeem a wash:

1. Pre-book via the App/Website (where available), or
2. Attend a participating facility and present your QR code in the App.

5.2. Redemptions are subject to the facility’s operating hours, queue/backlog, safety policies, and conditions of entry.

# 6. Fair-use protections

6.1. What counts as a Visit: Each completed redemption at a participating facility counts as one visit. Re-washes or repeat work count as separate visits unless the facility agrees in writing to treat them as one visit due to a service defect.

6.3. Fair-use: We may apply fair-use protections to prevent abnormal patterns inconsistent with normal personal use (e.g., unusually frequent repeat visits in short intervals, usage inconsistent with the nominated vehicle, or behaviour suggesting commercial or fleet use without approval).

Before suspending or cancelling under this clause, we will provide you with written notice and a reasonable opportunity to respond or adjust your usage.

6.4. Options on abnormal usage: Where we reasonably consider your usage to be inconsistent with normal personal use, we may, at our option:

1. Offer to transition you to a different plan (including any commercial or higher-tier plan, with different fees/terms),
2. Apply reasonable additional charges (published in the App/Website) for clearly excessive patterns of use, or
3. Suspend or cancel the membership in accordance with clause 13 (suspension and termination for cause).

# 7. Fees, payment method, failed payments

7.1. You must pay the membership fees shown at sale (plus any applicable taxes) to access benefits. Different membership classes may have different fees.

7.2. Direct debit authority: By providing a card/bank account, you authorise us and our processors to auto-debit recurring fees and authorised charges.

7.3. Updating details: You must keep payment details current. If a payment fails, we may retry and you authorise us to re-attempt charges on the same or a new method you provide.

7.4. Suspension for non-payment: If fees remain unpaid after reminders, we may suspend membership until arrears are cleared.

7.5. Fee variations: The Program Manager may vary the membership fees (including any applicable fee structures, surcharges or discounts) from time to time to reflect changes in

market conditions, operating costs or other commercial factors. If you do not agree to a variation of the membership fees, you may cancel your membership in accordance with these Terms (if a cancellation right is provided under these Terms). Your continued use of the Program after the effective date of any fee variation will constitute your acceptance of the varied membership fees.

# 8. Cancellations, early termination fee, refunds

8.1. Cancelling after Minimum Term: You may cancel at any time after the Minimum Term by giving the notice we specify (e.g., via the App/Website or email). Cancellation takes effect at the end of the current billing cycle, unless required sooner by law.

8.2. Early cancellation during Minimum Term (by Member): If you cancel before the end of the Minimum Term (or we cancel for your breach under clause 13), you agree to pay an Early Termination Fee of $199 plus any outstanding arrears and unpaid amounts accrued to the date of termination.

8.3. No change-of-mind refunds: Except as required by the Australian Consumer Law (ACL) or stated in your Order Confirmation, fees are non-refundable.

8.4. Dealer-bundled sales: If purchased through a dealer, any refund of the dealer's bundled price components (if applicable) is handled by the dealer and subject to the dealer's terms, in addition to your ACL rights.

# 9. Variations to program or fees

9.1. We may update Program features, participating facilities, and pricing from time to time. For material changes that adversely affect you during the Minimum Term, we will provide reasonable notice.

9.2. After the Minimum Term, continued use after notice of a change constitutes acceptance of the updated Terms/fees.

# 10. Member conduct

Members must treat staff with courtesy and comply with facility safety rules. Abusive or unsafe behaviour may result in suspension or termination without refund (subject to law).

# 11. Facility terms and service delivery

We enable arrangements between Members and participating facilities, which deliver services under their own terms (hours, conditions of entry, responsibility for property/vehicle, warranties, complaints process).

Service quality complaints should be directed to the facility first; we may assist to mediate.

# 12. Debt collection, default interest, chargebacks

12.1. If any amount you owe is overdue, we may: suspend or cancel membership; engage collections; and recover reasonable enforcement costs (including agency fees and legal costs on a full indemnity basis, to the extent permitted by law).

12.2. Default interest may accrue on overdue amounts at RBA cash rate + 6% p.a., calculated daily until paid (to the extent permitted by law).

12.3. You agree not to lodge chargebacks where services were provided in accordance with these Terms. If a chargeback is raised without merit, you remain liable for the debt and our reasonable dispute costs (to the extent permitted by law).

# 13. Suspension and termination for cause

We may suspend or terminate your membership with written notice if:

(a) you breach these Terms and fail to cure within a reasonable time;

(b) fraud, misuse, commercial use or abnormal usage (inconsistent with fair-use under clause 6) is detected; or

(c) amounts remain unpaid.

If we terminate for cause during the Minimum Term, clause 8.2 (the $199 Early Termination Fee) may apply.

# 14. Liability; Australian Consumer Law

Nothing in these Terms excludes, restricts or modifies any consumer guarantees, rights or remedies under the ACL. To the maximum extent permitted by law, our maximum aggregate liability to you for loss or damage arising out of your membership is limited to the fees you paid to us for the current Minimum Term.

## 15. Changes to Terms; severability; force majeure

We may update these Terms as described in clause 9. If any provision is unenforceable, it is severed and the remainder continues in force. We are not liable for delay or failure caused by events beyond our reasonable control.

## 16. Privacy and communications

We handle personal information in accordance with our Privacy Policy on the Program Website. Messaging consent (SMS/WhatsApp/email) is optional and separate; you won't receive marketing unless you've expressly consented (opt-out anytime).

## 17. Assignment

You must not assign or transfer your membership without our written consent. We may assign our rights/obligations to a successor entity on notice.

## 18. Governing law

These Terms are governed by the laws of New South Wales, Australia, and the parties submit to the non-exclusive jurisdiction of its courts.

## 19. Definitions

App: The Priority One Wash Club mobile application.

Fair-use: The protections and standards referred to in clause 6, intended to prevent abnormal or abusive usage patterns inconsistent with normal personal use.

Order Confirmation: The specific pricing, inclusions, and minimum term found within your member portal, for signing.

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PRIORITYWASHCLUB.COM