# Priority One Pass

## Terms and Conditions

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## 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 Pass' membership program (the "Program")

### 1. Program Benefits and Participating Locations

1.1. These Terms apply to Priority One Pass memberships and offerings, including car-wash memberships, Café Pass memberships and any other offering identified in your Order Confirmation. A membership includes only the benefits of the offering or plan you purchase. Provisions expressly relating to a particular offering apply only to that offering.

1.2. Current participating facilities for each offering are listed on priorityonepass.com (the "Program Website") and/or the Program member portal or mobile application (the "App"). Participating facilities include car washes, cafés and other providers identified for the relevant offering. The number, identity and location of participating facilities may change. Notice and cancellation rights for changes are set out in clause 9. Any refund entitlement is subject to clause 8.3 and applicable law.

1.3. Service descriptions (including "inside & out", "exterior" or "premium" for car-wash memberships), product inclusions 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 unless the Order Confirmation states that the add-on or upgrade is purchased through us.

### 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 and Non-Transferability

3.1. A car-wash membership is issued to a single nominated vehicle and is not transferable between people or vehicles, unless we agree in writing. A Café Pass membership is issued to a single named individual and is not transferable between people, unless we agree in writing. For another offering, any nominated person, vehicle or other eligibility requirement will be stated in the Order Confirmation.

3.2. We may offer or require different classes of membership (e.g., sedan/SUV/van or personal vs commercial use for car-wash memberships, and capped or unlimited plans for Café Pass). Eligibility criteria appear in the application form and on the Program Website/App.

3.3. Car-wash commercial use restriction: Standard car-wash 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 car-wash program. We may refuse, suspend, or cancel if commercial use is detected without approval.

3.4. Café Pass memberships are for the named Member's personal use. Sharing membership credentials or redemptions with another person, or reselling redeemed coffees, is not permitted. Clause 6 sets out the applicable fair-use protections.

## 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 benefit:

(a) For a car-wash membership, pre-book via the App/Website (where available), or attend a participating facility and present your QR code in the App.

(b) For Café Pass, access your member portal, generate your QR code and present it to a participating café for scanning when redeeming your coffee.

(c) For another offering, follow the redemption process stated in the Order Confirmation or on the Program Website/App for that offering.

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

5.3. Failed scans and outages: A failed scan or a portal or system outage does not, by itself, count as a completed redemption. If a redemption is recorded in error and the relevant benefit has not been supplied, contact us through the contact details on the Program Website/App so that we can check the-

record and correct it. During an outage, the participating facility may use an alternative verification method where one is available. If verification cannot be completed, contact us for assistance.

5.4. Incorrect or defective coffees: If a coffee is incorrect or defective, raise this with the café promptly. A replacement supplied to correct that error or defect does not count as another redemption, does not use another coffee entitlement and is not subject to a further 15-minute wait. These provisions do not limit your rights under clause 14.

## 6. Fair-Use Protections

6.1. What counts as a Visit: Each completed redemption at a participating facility counts as one visit. For car-wash memberships, 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. For Café Pass, the correction and replacement rules in clauses 5.3 and 5.4 apply.

6.2. Unlimited Café Pass: A Café Pass plan advertised as Unlimited permits repeat personal redemptions with a minimum interval of 15 minutes between successful redemptions, including redemptions at different participating cafés. The interval starts when the previous redemption is successfully recorded. Failed scans, erroneous records and replacement coffees are dealt with under clauses 5.3 and 5.4. This clause does not impose a daily or monthly numerical cap. Any allowance for a capped plan is determined by the Order Confirmation.

6.3. Fair-use: We may apply fair-use protections to prevent misuse, including sharing or reselling personal membership access or redeemed benefits, using a car-wash membership for a vehicle other than the nominated vehicle, commercial or fleet use without approval where that use is restricted by clause 3.3, deliberately duplicating or falsifying redemption records, or attempting to bypass the applicable redemption interval. Frequent use of an Unlimited Café Pass in accordance with these Terms is not, by itself, misuse or abnormal usage.

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

6.4. Options on misuse: Where we reasonably consider that misuse described in clause 6.3 has occurred, we may offer to transition you to a different plan, with any different fees or terms subject to your agreement, or suspend or cancel the membership in accordance with clause 13. We will not impose additional usage charges under this fair-use clause or apply an undisclosed numerical cap to an Unlimited Café Pass.

## 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. We will give reasonable advance written notice of an increase, stating the revised amount, the effective date and how to cancel under clause 9. No increase will apply retrospectively. The notice and cancellation process in clause 9 applies during and after the Minimum Term.

## 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. Changes apply to the relevant offering or membership, as identified in the notice.

9.2. Notice of changes: We will provide reasonable advance written notice of a membership fee increase, a participating facility leaving the relevant offering, or another material change that adversely affects your membership. Notice will be sent to your registered email address or delivered directly to you through the App. It will explain what is changing, when the change takes effect and the cancellation method available under clause 9.4. If a participating facility leaves unexpectedly and advance notice is not reasonably possible, we will notify you as soon as reasonably practicable after we become aware of the departure.

9.3. Cancellation for changes: Despite clauses 8.1 and 8.2, you may cancel your membership without an Early Termination Fee if you do not agree to a notified membership fee increase, or if a participating facility's departure or another change materially reduces your access to the benefits of your membership. This right applies during and after the Minimum Term. You remain responsible for outstanding arrears and other amounts properly accrued before cancellation. The treatment of fees already paid remains subject to clause 8.3, your Order Confirmation and your rights under clause 14.

9.4. Cancellation process: To cancel because of a fee increase, notify us before the increase takes effect. To cancel because of a material reduction in access to benefits, notify us while that material reduction continues. You may reply to the change-notice email or use the cancellation method provided in the notice or App. If the change has not yet occurred, cancellation takes effect when the change takes effect, unless you request an earlier date. If the change has already occurred, cancellation takes effect when we receive your request, unless you request a later date. We will confirm the effective cancellation date in writing and stop recurring membership charges from that date.

9.5. After the Minimum Term, continued use after notice of a change constitutes acceptance of the updated Terms/fees. This does not remove the cancellation rights in clauses 9.3 and 9.4.

## 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 member portal or mobile application made available for the relevant Priority One Pass offering, including the Priority One Wash Club mobile application where applicable.

**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.

**Member:** The person who holds a membership in the Program. A car-wash membership is also linked to the nominated vehicle under clause 3.1.

**Participating facility:** A car wash, café or other provider listed as participating in the relevant offering under clause 1.2.