

CARE COVER DIRECT TO CUSTOMER TERMS AND CONDITIONS

Hello and welcome to the Care Cover Warranty (“Warranty”) Terms and Conditions of use in respect to the Care Cover Product Pack (“Pack”). This is an important document, and affects your legal rights, so please read them and our Privacy Policy carefully.

1. CONSUMER AGREEMENT

Thanks for choosing Care Cover Pty Ltd ABN: 60 149 331 699 (“Care Cover”, “we”, “us”, “our”) to provide you with the Care Cover products (“Product”), including the Warranty. By ordering and using the products contained in the Pack you are entering into a binding contract with Care Cover, Your agreement with us includes these Terms and Conditions of Use and our Privacy Policy (together the “Agreements”). If, at any point, you wish to review the terms, the effective version can be found on Care Cover’s website (www.carecoveraustralia.com.au), and also by logging into your account on Care Cover’s website..

You understand that by using the Service, you expressly consent and agree to the collection, holding, using and disclosing of personal data about you and information about your use of the Service in accordance with our Privacy Policy, which is incorporated into, and forms an integral part of, this Agreement.

By purchasing the Warranty, you acknowledge that you accept the terms of the Agreements and expressly consent to us using your personal information in the manner set out in the Privacy Policy. Please read the terms contained within carefully. They cover important information about Care Cover’s goods and services provided to you and the conditions under which we supply those goods and services.

In order to access and exercise the Warranty, you will need to meet the following requirements:

- (1) show that the Care Cover products contained within the Pack were applied to the Furniture in accordance with the instructions as set out on the Product packaging;
- (2) be 18 years or older;
- (3) have the power to enter into a binding contract with us and not be barred from doing so under any applicable laws;
- (4) be a resident in Australia or New Zealand;
- (5) legally own the furniture that is being covered by the Warranty (“Furniture”);
- (6) have the Furniture situated in a property that is located in either Australia or New Zealand and this property is registered in your name and itemised on the Warranty; and
- (7) that your intention to use the Furniture is for domestic purposes only.

You agree that when accessing the Warranty through Care Cover you must provide accurate and complete personal information about yourself, which may include your first and last name, your phone number and a valid email address. Any information provided by you to us will be securely stored and will only be used and disclosed in accordance with our Privacy Policy, unless otherwise required by Law. From time to time, we may contact you via your personal contact details, including without limitation, to update you on our service, special offers, competitions or promotions, newsletters, and other account-related or transactional messages.

We reserve the right to refuse any application for Warranty with Care Cover, and/or to terminate any existing Warranty with a Care Cover customer, at our sole discretion, if payment terms default or personal information is not current or correct. If you access the Care Cover website from outside Australia you agree that you are also responsible for ensuring compliance with all local applicable laws in the country where you are located.

DEFINITIONS

Abuse: Improper use, mistreatment, to use in a way that is harmful or not the intended manner for which the item was designed.

Accident: An unexpected event which occurs suddenly resulting in damage and could not reasonably have been anticipated or prevented.

Incident: A single occurrence that results in damage to the furniture/item.

Neglect: Failure to take reasonable care of or to look after the furniture/item. Failure to protect the furniture/item from likely damage. Disregard of duty of care resulting from carelessness or indifference. More than two occurrences of the same or similar type.

Poor Quality Materials: Materials that are not of sufficient strength or durability to withstand the normal expected, non-abusive, use of the furniture/item.

Reasonable Standard: Repairs are not guaranteed to return the damaged furniture/item to new condition but are to be assessed as being appropriate for the situation, usual in the circumstances, fair, adequate, sensible and judged using common sense.

Wear and Tear: Damage that naturally and inevitably occurs as a result of normal wear, aging or deterioration from the customer’s general and ordinary use during a period of time.

2. IMPORTANT INFORMATION ABOUT YOUR WARRANTY

The Care Cover Warranty protects you against accidental damage and stains to your leather and stains to your fabric upholstery on furniture, cars, and bedding (“Furniture”). By correctly looking after your Furniture and by using the approved Products contained in your Care Cover Protection Pack, you can enjoy many years of stress free comfort.

Intended customers

The Care Cover Pack, including the Warranty is designed and made available for individuals who want to protect their Furniture against accidental damage and/or stains. This Warranty is intended for domestic coverage only, and cannot be used in association with Furniture that is being used under rental or commercial circumstances. Any Warranty claims made on Furniture that is found to be used under rental or commercial circumstances, may at the discretion of Care Cover, be declined and/or will be cancelled without any payment of costs previously made refunded.

Who we will cover

The Warranty will cover the person or persons, (also referred to as “You or Your”) named on your Warranty Registration including the members of your family who normally live with you at the named residence.

What we will cover

Care Cover’s Warranty is applicable for the personal use of Furniture in a domestic situation only.

The Warranty covers the following furniture/items:

- fabric and leather upholstered furniture, including lounges, recliners, ottomans, sofas;
- fabric and leather upholstered dining chairs and bar stools;
- fabric and leather upholstered bed heads;
- mattresses (in sizes single, king single, double, queen, and king); and
- fabric and leather upholstered seats in cars.

Limitations of our cover

In relation to the Care Cover Warranty the following material types are excluded: (1) nubuck; (2) suede (3) unfinished leathers such as raw hide, and (4) silk. For more details on this, see section 3.

Name(s) listed on Warranty

If there is more than one named owner on the Warranty, we will treat any statement, act, omission, claim, request or direction made by one person as a statement, act, omission, claim, request or direction by all those named.

Your duty of disclosure

You have a duty of disclosure to tell us everything you know, or could reasonably be expected to know, that is relevant to our decision to cover your Furniture pursuant to the Warranty. This includes matters we specifically ask you, and/or any other matters which might affect the Warranty terms and conditions with respect to what accidental damage and/or stains are covered.

The information provided to us, can affect:

- the amount of your Warranty;
- what future accidents or stains will be claimable; and
- if special conditions will apply to your Warranty.

If, at any point, we are able to determine that damage or stains are not reported accurately, any claims made in respect to them will be rejected at Care Cover's sole discretion.

Your responsibilities to Care Cover include but are not limited to:

- taking all reasonable care to prevent damage and stains to the Furniture covered by the Warranty;
- abiding by all terms and responsibilities set out in the Agreements;
- providing honest and complete information for any claim, statement or document supplied to us;
- making direct debit payments on time and in full, regardless of whether claims have or have not been made; and
- advising Care Cover of any circumstances, or change in circumstances that may affect your Furniture, the Warranty, or information that has been supplied.

You must contact us within a reasonable timeframe when:

- you start to operate a business at the address the Furniture is located;
- any details provided to Care Cover are no longer accurate;
- you start using the Furniture for commercial use;
- you dispose of the Furniture in any manner;
- you relocate the Furniture to an address that is not listed with Care Cover; and
- the nature of residency, listed on your policy, where the Furniture is held changes from a domestic residence to a rental residence.

What we will do when you contact us

When you contact us and inform us of any changes that may affect the Warranty, at our sole discretion we may decide to change the related cost, or apply a special condition to your Warranty based on the new information provided by you. In some cases, these changes could mean that the Warranty may no longer cover your Furniture and we will subsequently advise of any outstanding fees that need to be paid (if relevant) and cancel your Warranty.

If you are unsure of what details to advise us of, we recommend that it is better to disclose them to us. If you do not tell us something which you know or should know is relevant, we may at our sole discretion reject any Warranty claim made, cancel your Warranty or, if fraud is involved we can treat the Warranty as if it never existed.

3. SUPPLY AND USE OF THE CARE COVER PACK

Upon purchase of the Care Cover Pack, you will be sent the relevant Products to help with the upkeep and general maintenance of your Furniture. The use of any other cleaner, protector and/or care products on the Furniture or bedding other than those comprising these Products will immediately invalidate the Warranty, and any claim made by you will be rejected by Care Cover.

The leather care products that are part of the Leather Pack include a 250mL Leather Cleaner/Conditioner, 250mL Leather Protection Gel, application cloth and the Warranty ("Leather Care System"). The aniline care products that are part of the Aniline Pack include a 250mL Cleaning Fluid, 250mL Leather Protection Spray, application cloth and the Warranty ("Leather Care System"). The fabric care products that forms part of the Fabric Pack include a 250mL Fabric Spot Cleaner, 250mL Fabric Deodoriser, application cloth and the Warranty ("Fabric Care System"). The mattress protector product that forms part of the Mattress Pack include the fitted mattress protector and the Warranty.

It should be noted that the Leather Care System is only suitable for finished leathers, and is **not** suitable for nubuck, suede, and other unfinished leathers such as raw hide and should **not** be used on them. The Aniline and Fabric Care Systems should also only be used on the materials they were design for being Full/Pure Aniline, Semi Aniline and Lustrell (Aniline Care System), and Velvet, Cotton, Hemp, Poly blend, Corduroy, Viscose, Rayon, Linen (Fabric Care System). Care Cover accepts no liability in instances where the Care Systems have been used on Furniture made from materials that are explicitly detailed above as not being covered.

It is important to note that prior to using these products, you must pre-test them on your fabric furniture. Care Cover takes no responsibility for damage to, or the costs associated with repairing Furniture where unsuitable or incorrect care Products have been used, where there has been a failure to pretest the products in a discreet location on the furniture before extensive use or where the instructions supplied on the care Product bottles have not been correctly followed.

The Products should only be applied in accordance with the instructions on each label. The Furniture must be cared for and maintained during the term of the Warranty in accordance with the care instructions required for that particular piece of Furniture. You agree and acknowledge that it is your responsibility to ensure that every reasonable precaution is taken to avoid accidental damage or stains.

If you find that you have: (a) listed the incorrect material type on your Warranty; and/or (b) received the incorrect care Products vs what you specified on your Warranty, you must immediately contact Care Cover so that your Warranty details can be edited and a new care Pack can be delivered to you (if relevant). For help in understanding what type of material to select for your Accident Protection, the following guide has been developed. If you are unsure of the type of material your furniture is upholstered in, please refer to labelling on the furniture or the furniture receipt.

4. PAYMENT TERMS

About your Warranty

The minimum Warranty term is a for a period of twelve (12) months. Unless you cancel your Warranty in writing before the end of the twelve (12) month minimum term, you authorise us to continue to charge your monthly fee to your assigned credit card. To utilise the Care Cover Warranty service, you must provide us with a current, valid, credit card ("Payment Method"), which you may update from time to time. You may find specific details regarding your Care Cover Warranty by visiting our website and logging into your account.

Paying for your Warranty

Fees ("Warranty Fees") are set by Care Cover and are correct as they appear on the Care Cover website. We reserve the right to change prices at any time and at our sole discretion with two months prior written warning. The Warranty Fees are payable by direct debit authority from your nominated credit card, in advance, each month. The first instalment will consist of the first monthly fee, plus the cost of the relevant care product pack/s. The prices appearing on the Care Cover website may

have a GST component and you are encouraged to check this at point of purchase, otherwise the prices may include processing, handling, insurance and delivery charges for delivery within Australia and New Zealand.

Planned commencement date

Your Warranty commencement date ("Commencement Date") will start once you receive written confirmation from Care Cover that all required information has been received, and your Furniture has been covered. If you are covering a mattress, Care Cover will send out the mattress protector for you to have in place on your mattress. It is expected that this mattress protector will be in place as soon as it is received, and will remain in place at all points in time whilst the mattress is being used and under Care Cover Warranty Protection. In order to establish coverage, Care Cover will require you to submit the following information: Full legal name; address where the Furniture is being housed; contact phone number; email address; description and accurate details of material upholstery of the Furniture being covered; dimensions of Furniture being covered (including but not limited to the number of seats of the item and mattress size).

Direct debit withdrawals

On a monthly basis, we shall on a pre-determined day of the calendar month, bill the agreed fee. In some cases, the timing of your billing may change, for example, if your Payment Method has not successfully settled. You are able to review your payment date by visiting our website and logging into your account.

You acknowledge and agree to the following:

- you have confirmed with your financial institution that your named account is eligible to accept direct debits;
- there is enough money in your account on the agreed payment day and the next five (5) days to facilitate the direct deposit transaction;
- to notify us at least 48 hours before your next direct debit if you transfer or close your account;
- to keep us updated about any changes to your credit card, including but not limited to changes to the expiry date or CVC at least 48 hours before your next direct debit; and
- that a dishonour fee may be payable in the event that a direct debit instalment is dishonoured by your bank, and that you authorise that this dishonour fee is payable at the next direct debit transaction.

Late or overdue payments

We will attempt to collect any outstanding monthly fee on or before the next scheduled monthly payment date. If our second attempt to collect your monthly repayment(s) is also unsuccessful, you hereby expressly provide your consent and acknowledge that any of the following discretionary actions by Care Cover may occur:

- the suspension of your Warranty until full payment is made;
- the refusal of any Warranty claim until your balance is paid up to date and in full;
- refusal to pay any Warranty claim if an instalment is one (1) month (or more) overdue without any notice from you; and/or
- cancellation of your policy without further notice to you.

Questioning a payment

If you have a question with respect to a payment, we will do our best to respond to your request within two (2) business days. If we are unable to assist with your request, we recommend that you contact your financial institution who will address your request in line with its own financial policy(s).

Changing your billing information

You can change your billing information or Payment Method at any time by logging into your account via the Care Cover website.

Communication about your billing information

You should be mindful of any communication received requesting that you submit credit card or other account information. Providing your information in response to these types of communication can result in identity theft. If you are in doubt as to any communication that you receive from Care Cover, we strongly advise that you always access your sensitive information by going to the Care Cover website and not through any hyperlink contained in an email or any other electronic communication, even if it looks official. Care Cover will accept no liability for any losses incurred by you in respect to such action(s).

Refunds

If you or Care Cover terminate the Warranty, or if Care Cover pauses the Warranty, you agree that Care Cover shall have no liability or responsibility to you and Care Cover will not be required to refund, exchange, or redeem for cash any goods or services, offer or deal purchased by you ("Purchase"), or any Fees that you have already paid, to the fullest extent permitted under applicable law. We will only refund in circumstances based on merit and at our sole discretion or where we have made a fundamental error or mistake and such refund or exchange shall be limited to the value of the previous months' billing.

5. WARRANTY COVERAGE

The following is an indication only of what is covered under the Warranty:

FABRIC

Accidental Stains (Including but not limited to):

- beverages and food;
- ballpoint pens, markers and crayons;
- blood and other human bodily fluids;
- acids, bleach and corrosive marks;
- cosmetic products including but not limited to nail polish and lipstick;
- waxes, glues and paint products; and
- chewing gum.

LEATHER, ANILINE AND MATTRESS

Accidental Stains (Including but not limited to):

- beverages and food;
- ballpoint pens, markers and crayons;
- blood and other human bodily fluids;
- acids, bleach and corrosive marks;
- cosmetic products including but not limited to nail polish and lipstick;
- waxes, glues and paint products; and
- chewing gum.

Accidental Damage (including but not limited to):

- Scratches;
- rips/tears;
- scuffs; and
- burns.

What is not covered under the Warranty

Warranty claims are limited to genuine accidents that occur to the surface of the Furniture listed on your Warranty.

Under no circumstances will the Warranty cover pre-existing damage, which is defined as damage occurring before the Warranty Commencement Date.

Care Cover Pty Ltd, its partners and/or affiliates, will not be held responsible for any damage or stains to Furniture that results from:

- a) the customer's failure to pre-test the Products in accordance with the instructions;
- b) any abuse, neglect or a malicious deliberate act whether by human or animal, and other factors including sunlight, fading, storm, tempest, lighting, flooding, explosion, earthquake, aircraft or other vehicle impact or by the use or treatment of the Furniture in a way that is not normally intended;
- c) fraud or misrepresentation of any kind;
- d) damage that has accumulated over time. Care Cover will only cover an accident that has occurred after the Commencement Date and an accident that is claimed within 5 days of it occurring;
- e) a claim made against a manufacturer or an insurance company;
- f) damage caused by normal wear and tear including damage due to soiling from perspiration, body or hair oils and treatments, medication, fading or loss of colour, impregnation by other dyes, or the giving off of an odour or pungent smell;
- g) dye transfer from other materials or clothing;
- h) structural faults or faults arising from the manufacturing process including but not limited to internal frames, mechanisms and cushion interiors;
- i) flaws, pre-existing faults, defects or issues resulting in manufacturer recalls in leathers or fabrics, or the use of poor quality materials by the manufacturer;
- j) issues such as peeling and cracking, tearing, pilling and fraying that arise due to the quality of the materials or failure to properly maintain the Furniture;
- k) transportation, freight or installation;
- l) delivery or during shipment of the furniture;
- m) rodents or insects; and
- n) any smells or odours

Disclaimer

The Warranty does not extend to any loss or damage to a person or property directly or indirectly arising from the use or inability to use the Furniture and/or our Products. The Warranty does not exclude or restrict any condition or warranty imposed or implied by any Australian Consumer Law. For New Zealand customers; the Warranty does not exclude or restrict any condition or warranty imposed or implied by any consumer legislation in New Zealand (the *Consumer Guarantees Act (CGA)*). You understand that any repair or cleaning to any damage or stain pursuant to the Warranty may not restore the Furniture to a 'like new' state, and that Care Cover does not guarantee that after repair or cleaning that the Furniture will be 'like new'.

Advisory Services

Any verbal advice provided by the customer care or claims team is: (i) given in good faith; (ii) given on the basis that you have accurately disclosed all relevant facts to us; and (iii) relates only to the facts which you have disclosed to us and your individual circumstances.

Types of damage requiring cleaning

Stains

If any accidental damage or stain should occur, you should quickly attend to it by following the instructions on the labels of the Care Cover products supplied to you. When spot cleaning to remove a stain, all reasonable care must be taken to prevent water marks from developing.

Water Marks

A Water Mark is the term given to describe the dark ring that sometimes forms around the area that was made wet on a fabric after it has attempted to be cleaned. It is usually a result of a build-up of grime within the fabric that has been carried by the water or cleaning liquid as it spreads out from the point of application. To avoid this, the Furniture should be periodically professionally cleaned so that there is no grime in the fabric. When spot cleaning, spray an even mist of cleaning fluid onto a clean micro fibre cloth. Using the cloth, lightly rub the cleaning product over and out from the stained area and then gently rub over the area with a clean cloth, eliminating the hard divide between the wet and the dry parts of the fabric.

6. MAKING A WARRANTY CLAIM

If using the Care Cover Products supplied cannot remove a stain (fabric or leather), or if you have experienced damaged (leather), you must submit a claim to Care Cover within five (5) business days of it occurring.

Care Cover will cover multiple claims costing up to a maximum of \$500 per calendar year for each item 'set' covered under the Warranty.

Furniture 'sets' are defined as follows:

- (i) A set of dining or bar chairs (up to 8) will collectively be limited to a claim total of \$500 per annum
- (ii) The seats in a car interior will be collectively limited to a claim total of \$500 per annum
- (iii) A mattress or bed head (regardless of size) will be limited to a claim total of \$500 per annum
- (iv) All other furniture pieces, to include ottomans, lounges, recliners, and sofas will each be limited to a claim total of \$500 per annum

If a customer exceeds \$500 per calendar year in Warranty Claims, then Care Cover shall be entitled to deny the claim.

If the claim is approved, Care Cover will provide an authorised representative to clean (leather or fabric) or repair the damaged area (leather) of the Furniture to the best achievable standard up to the value of \$500 (or to the value remaining unclaimed in the calendar year), where after the Warranty Terms and Conditions shall continue for the duration of the Warranty. In some geographical areas, claims may take longer to process than normal. Care Cover will pay for the transportation of the damaged item within 100km to the nearest authorised representative. For distances over 100km from the nearest authorised representative, the customer is responsible for the cost of either the authorised representative's travel or the transportation of the damaged furniture, whichever is Care Cover's preferred option. You understand that any repair or cleaning to any damage or stain pursuant to the Warranty may not restore the Furniture to a 'like new' state, and that Care Cover does not guarantee that after repair or cleaning that the Furniture will be 'like new'. For further assistance on this process, contact Care Cover Customer Care Team on 1300 453 284 (Australia); 0800 080 039 (New Zealand) or visit www.carecoveraustralia.com.au.

How to make a Warranty Claim

Lodge, a claim with Care Cover Pty Ltd by completing the claim form which can be found by logging into your account on the Care Cover website. The information requested on this form will assist us to assess your claim. The details may include but are not limited to: your full legal name, residential address, email address and telephone contact numbers; Furniture purchase details and description of the Furniture; proof of purchase of the Products including the Warranty details; and clear detailed photographs of the damaged Furniture.

Administration Fees

For a claim lodged with Care Cover, you will be charged an Administration Fee at the time of approving the claim as follows:

- AUD\$150.00 if a claim is lodged zero to one (0-1) months after the Commencement Date; or
- AUD\$130.00 if two to six (2-6) months after the Commencement Date; or
- AUD\$100.00 seven to twelve (7-12) months after the Commencement Date; or
- AUD \$0 if twelve (12) months after the Commencement Date.

You agree and acknowledge that once a Warranty claim has been lodged with Care Cover the following shall occur:

- (a) Care Cover shall contact you to advise of the relevant Administration Fee (if applicable);
- (b) If the Administration Fee is not paid within 2 days, then a second reminder email shall be sent;
- (c) In the event that the Administration Fee is not received within 4 days the claim for Warranty shall be dismissed with no grounds for it to be reinstated;
- (d) In the event that the Administration Fee is paid within 2 days the warranty shall be honoured and a technician arranged to attend to the stain or damage.

WHAT HAPPENS IF THE STAIN OR DAMAGE CANNOT BE FIXED?

You understand that any repair or cleaning to any damage or stain pursuant to the Warranty may not restore the Furniture to a 'like new' state, and that Care Cover does not guarantee that after repair or cleaning that the Furniture will be 'like new'.

If the stain or damage cannot be removed or repaired to a reasonable standard, Care Cover will agree to waive your monthly bill for 2 months. After the 2-month period has passed, the agreed billable amount will re-commence per the billing cycle information contained in these terms and conditions.

In some circumstances, where the Furniture is too dirty to enable a suitable repair, Care Cover may require the Furniture to be professionally cleaned at the customer's expense, prior to the repair.

PRESUMPTION OF PRODUCT USE

For any Warranty claims to be accepted, there is a presumption that:

- (a) The Products have been used in line with the Product recommendations; and
- (b) In respect to the mattress covers, the mattress cover was on the mattress when the accident occurred.

Care Cover reserves the right to carry out all reasonable investigations in respect to any Warranty claim to ensure that the Products have been used correctly.

7. IMPORTANT INFORMATION

Changing address

When you are permanently changing your residential address and moving the Furniture covered under the Warranty, you must update the address listed on your Warranty by calling Care Cover or logging into your account via carecoveraustralia.com.au prior to moving and advise of the new address in which the Furniture will be located. If this information is not reported in the stipulated time frame, Care Cover reserve the right to, at its discretion, (a) terminate the Warranty at which time all outstanding Fees owing must be paid in full, or (b) reject any Warranty claim made in respect to that Furniture.

Increase in Fees

The fees relating to your coverage will not be raised in the first 12 months of coverage. Following this first 12 months', Care Cover reserve the right to increase the Fees at any time with 2 months' written notice. We will make a reasonable effort to communicate this at least 60 days beforehand by emailing you via the address you have provided to us.

We will consider that you have received our email on the second business day after it is sent. Price changes will take effect at the start of the next monthly billing date following the date of the price change. As permitted by local law, you accept the new price by continuing to use the Pack and Warranty after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by cancelling your Warranty prior to the price change going into effect. Please ensure you read any such notification of price changes carefully. If there is a miscalculation in your Pack and Warranty agreement, we have five (5) days after the agreement is executed to rectify the error.

Changes to the terms and conditions

Care Cover may sometimes add to, change or remove sections contained in the Agreements. The most up to date terms and conditions will always apply and will be found on the Care Cover website. We will notify you in advance of any changes to the Agreements via one or several of the following: (i) publishing a notice on our website; and/or (ii) writing to the email address you have provided to us.

Your continued use of the Pack and Warranty after the changes have been made will constitute your acceptance of those changes. If you do not wish to continue using the service, you may terminate your Warranty by contacting the Care Cover Customer Care Team on 1300 453 284 (Australia); 08 0008 0039 (New Zealand).

Managing your account

Your Warranty details and payment details are available for you to review and edit when you log into your Care Cover account via the website. Your password protects your user account and you are solely responsible for all use of your username and password on the service. If your username or password is lost or stolen, or if you believe there has been unauthorised access to your account by third parties, please notify us immediately and change your password as soon as possible.

Signing up for additional coverage on existing warranty

Additional Furniture that is eligible to be covered but is not yet covered under your Warranty can be added by logging into your Care Cover account and taking out a new subscription. Any relevant Warranty Approval Processes (see section 2 of these terms and conditions) will be followed prior to the Furniture being added to the existing Warranty. The cost for any new warranty will be billed monthly in accordance with the commencement date.

8. CANCELLING YOUR WARRANTY

Once the minimum term of your Warranty expires (twelve (12) months), you may terminate your Warranty should you so wish. When you cancel, you must pay us any fees you owe or we may take action to recover them. Upon cancellation, accidental damage/stain coverage for the furniture covered by Warranty will cease at the conclusion of the billing cycle during which you terminated the Warranty. To terminate your Warranty, contact the Care Cover Customer Care Team via phone on 1300 453 284 (Australia); 08 0008 0039 (New Zealand).

Confirming your cancellation request

After canceling your Warranty with the Care Cover Customer Service team, please comply with the following:

- confirm your email address so we can confirm your request in writing;
- keep a copy of your request; and
- ensure that you cancel your direct debit payments with your financial institution.

Cancelling during the minimum term

Termination of a Warranty during the minimum term of twelve (12) months will result in the remaining instalments of the Fee for that full minimum term being immediately payable, and billed to your nominated credit card.

You have the right to cancel the Warranty within the minimum term, without penalty if we breach our obligations and we do not rectify the breach in a reasonable time after you have notified us in writing. Our liability will be limited to the refund of any Fees paid between the date of notification of breach and the date on which we decide that we cannot rectify the breach.

Ending coverage if Furniture is sold or discarded

If the Furniture/Mattress/Car listed under the Warranty is sold or discarded you must report this to Care Cover, upon which time, the Warranty for that piece of Furniture will immediately cease and any funds payable under the minimum term will be collected. No future claims will be permissible on this Furniture.

Transferring your Warranty

Transferring your Warranty to another person is not permitted. If the Furniture you have covered under Warranty has its ownership transferred to another party, the Warranty for that piece of Furniture will immediately cease and any funds payable under the minimum term will be collected. The new owners will then be required to take out a new Warranty on the item, should they wish for it to be covered.

Care Cover reserve the right to cancel your Warranty if you are found to have provided misleading information, attempt to cover Furniture that is not in your care, attempt to make a claim on pre-existing damage or stains, wilfully damage or stain Furniture for the purpose of gaining a repair, attempt to claim on or do not fully disclose damage or stains that existed prior to the time of the Commencement Date (when prompted), and/or used the Furniture in a non-domestic situation.

9. IMPORTANT LEGAL INFORMATION**Indemnity**

You agree to indemnify, defend and hold harmless Care Cover Pty Ltd, its officers and employees, from any loss, liability, claim, demand, damage or expenses (including reasonable legal costs and expenses on a full indemnity basis) asserted by any third party due to or arising from or in connection with your use of the Pack, and/or use of the Care Cover website, and/or messages posted or transmitted by you on or through the website. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, which shall not excuse your indemnification obligations.

Limitation of liability

Statutory warranties contained in consumer protection law and any other relevant legislative provisions are implied into this Agreement. Nothing in this Agreement is intended to restrict those implied warranties, and this Agreement must be read subject to those relevant statutory provisions.

Governing law

Your agreement is subject to Australian law and is governed by the state laws where the Warranty was purchased.

General

Nothing in this Agreement creates a partnership, employment relationship, or agency relationship between you and us. You agree that we will not be held liable for any delay in fulfilling our obligations under this Agreement if such a delay is caused by an act of God, act of terrorism, revolution, civil strife, industrial or legal action, fire, flood, storm, war, disaster, plague or epidemic, delay in transportation, internet or wireless connectivity, or telecommunication availability, delay by any third party, or any other cause outside our control. You agree that certain technical difficulties or maintenance, may from time to time, result in temporary interruptions. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, functions and features of the service with or without notice. Notwithstanding any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your use to our goods and services, must be filed within twelve (12) months of the date of the facts giving rise to the suit were known or should have been known by you. Failure to issue proceedings within this time shall be deemed a permanent waiver of such claim or cause of action. Each party represents, warrants to and covenants with the other that it has full power to enter into and perform its obligations under this Agreement and this Agreement constitutes valid and binding obligations of that party enforceable in accordance with its terms. We may assign, novate or transfer the Agreements, or any part thereof, to any third party, without requiring your consent. You may not assign this Agreement in whole or in part for any reason. If any provision or provisions of the Agreements shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect. If we do not enforce our agreement rights at any time, it does not mean that we have waived those rights, no matter how long we wait. Care Cover on occasion produces marketing or promotional material to promote its services. You acknowledge and provide your consent that any photographs that you supply of your Furniture or images taken by technicians during the course of repairing your Furniture, and/or any testimonials made by you may be used in promotional and other business related materials. This Agreement together with the Privacy Policy constitutes the full terms and conditions agreed to between you and us and supersedes any prior arrangements. You agree and acknowledge that in accepting the terms and conditions of this Agreement you have not done so in reliance upon any oral or written representations made by us with the exception of those contained or referenced in this Agreement and our Privacy Policy.

Customer support

If you have any feedback or questions, please contact Care Cover Customer Care Team by visiting the Contact us section at www.carecoveraustralia.com.au. We will use all reasonable endeavours to respond to all queries within a reasonable time frame and/or that we will be able to satisfactorily answer queries.