

Terms and Conditions

Effective as of 01 October 2026

1 DEFINITIONS

1.1 The following definitions apply to this Subscription Agreement:

- (a) **ACL** means The Australian Consumer Law which is contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- (b) **Accident** means any unintentional, unexpected and unforeseen incident involving the Vehicle including:
 - (i) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;
 - (ii) rollovers;
 - (iii) a weather event, including hail damage, that results in Damage or Third Party Loss.
- (c) **Authorised Driver** means any individual, other than You, who is declared to and accepted by Karmo as an authorised operator of the Vehicle for the Subscription Period. You warrant that any Authorised Driver is aware of, has accepted, and agrees to be bound by the terms and conditions of this Subscription Agreement.
- (d) **Bond and Security Deposit** means the payment that Karmo debits from Your nominated debit or credit account in accordance with Your Subscription Agreement as security for the fees and charges You may incur during or after Your Subscription Period.
- (e) **Damage** means:
 - (i) any loss or damage to the Vehicle including its parts, components and accessories, including the telematics device, that is not Fair Wear and Tear;
 - (ii) towing, storage, recovery and salvage costs;
 - (iii) appraisal and assessing fees;
 - (iv) administration fees (including the costs of making arrangement for repairs, towing and other activities); and
 - (v) the loss Karmo incurs if the Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen,

and any damage to the windscreen, headlights, lights or tyres that renders the Vehicle unroadworthy is not Fair Wear and Tear.
- (f) **Damage Excess** means an amount payable including GST, specified in Your Subscription Agreement and determined by the Damage Excess Reduction Fee, or Karmo Care, selected which You must pay to Karmo in the

event of an Accident or attempted theft that causes Damage or Third Party Loss or if the Vehicle has been stolen (or such reduced amount under clause 12.3 if applicable).

- (g) **Damage Excess Reduction Fee** means the Damage Waiver fee or the level of Karmo Care selected and set out in the Subscription Agreement.
- (h) **Fair Wear and Tear** means wear and tear that is reasonable given the age and or kilometres on the Vehicle and in accordance with the Australian Finance Industry Association (AFIA) Fair Wear and Tear Guide.
- (i) **Final Inspection** means the inspection carried out after Karmo has taken possession of the Vehicle at the end of the Subscription Period (or such earlier date upon which the Vehicle is returned to Karmo).
- (j) **Karmo** means Karmo Pty Ltd ABN 92 638 825 395 and any and all of its subsidiaries.
- (k) **Late Return Fee** means the fee applicable if the Vehicle is not returned to the designated location by the date and time specified in the Subscription Agreement or as otherwise notified to the Customer in writing.
- (l) **Material Breach** means a breach of any of the clauses listed in clause 20.
- (m) **Payment Agreement** means the agreement entered into as part of the Subscription Confirmation, which provides the method and authority for Karmo to collect all amounts due from Your nominated payment method, including Subscription Fees and all and any ad-hoc fees or charges (including but not limited to, tolls, damages, excess mileage fees) set out in the Fees and Charges Schedule.
- (n) **PPSA** means the *Personal Property Securities Act 2009* (Cth) and any other legislation and regulations in respect of it. Any reference to PPSA includes a reference to the Personal Property Securities Register (PPSR) where the context requires.
- (o) **Subscription Confirmation** means the digital process by which You review Your subscription details, set payment preferences, and nominate Your payment method. By completing the Subscription Confirmation, You enter into the Payment Agreement.
- (p) **Subscription Fee** means the fixed, recurring amount specified in the Subscription Agreement payable for the use of the Vehicle including any upgrades and excluding any ad-hoc fees or charges set out in the Fees and Charges Schedule.
- (q) **Subscription Agreement** means the overarching agreement between Karmo and

You which sets out the general terms and conditions for Your subscription, and which incorporates by reference and should be read together with the following as if they were one single agreement:

- I. the specific details confirmed during Your Subscription Confirmation, including the Subscription Fees, upgrades, and payment frequency;
- II. the specific Vehicle details (including registration and condition) provided to You at the commencement of the subscription;
- III. the terms and conditions of this agreement;
- IV. the Payment Agreement, which provides the method and authority for payment of the Subscription Fee and all ad-hoc fees and charges; and
- V. the Fees and Charges Schedule and any other schedule expressly referenced in this agreement.

For the avoidance of doubt, any reference to the Subscription Agreement in these terms and conditions is a reference to this document and the documents incorporated herein, read together as if they were one single document.

- (r) **Subscription Period** means the period commencing on the date shown in this Subscription Agreement and ending on the date that You return the Vehicle to Karmo.
- (s) **Subscription Term** means the minimum subscription term shown in this Subscription Agreement.
- (t) **Substitute Vehicle Insurance** means a policy of motor vehicle insurance held by You which covers You while You use the Vehicle as a substitute for the vehicle insured under that policy.
- (u) **Swap** has the same meaning as Vehicle Refresh.
- (v) **Third Party Loss** means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.
- (w) **Vehicle means** the vehicle described in the Vehicle details section of this Subscription Agreement (or any substitute vehicle), and includes its parts, components, accessories and contents as supplied by Karmo.
- (x) **Vehicle Refresh (or Refresh)** means the ability to conduct a single exchange of the Vehicle that is the subject of this Subscription Agreement with another vehicle provided by Karmo.

- (y) **You or Your** refers to the person, whether it is an individual, a firm, a company or a government agency that rents the Vehicle and is identified in this Subscription Agreement.

2 INTRODUCTION

- 2.1 Karmo operates a Car Subscription service to make the Vehicle available to You.
- 2.2 Please read this Subscription Agreement carefully. If there is anything that You or any Authorised Driver do not understand, please ask Karmo before signing this document. Your signature, or by Your authorised representative is Your acknowledgement that You have read and understood this Subscription Agreement in its entirety and that You agree to be bound by it.
- 2.3 You warrant and agree that any and all information You provide to Karmo, including but not limited to Your name, address and other identifying information is accurate, current and complete.

3 DRIVER

- 3.1 You agree and acknowledge that:
 - (a) only You or any Authorised Driver will drive the Vehicle;
 - (b) You and any Authorised Driver hold a current and valid driver's licence to drive the Vehicle, and which must be produced to Karmo as and when needed or requested;
 - (c) You and any Authorised Driver are not under 21 years of age and not over 80 years of age; and
 - (d) You and any Authorised Driver have not had Your driver's licence cancelled, endorsed or suspended within the last three years.
- 3.2 You are responsible for the conduct of any Authorised Driver. You must ensure that each Authorised Driver complies with the terms of this Subscription Agreement. Any breach of the terms of this Subscription Agreement by any Authorised Driver will be deemed to constitute a breach by You of Your obligations under this Subscription Agreement.

4 VEHICLE COLLECTION

- 4.1 When collecting the Vehicle at the commencement of the Subscription Period, You must:
 - (a) inspect the Vehicle to confirm its condition and confirm that any pre-existing Damage is noted and recorded in the Subscription Agreement; and
 - (b) Sign the Subscription Agreement to acknowledge and accept the Vehicle's condition as described therein, thereby confirming the commencement of the Subscription Period for that specific vehicle.

Your failure to note any discrepancies in the Vehicle condition in the Subscription Agreement will prejudice Your ability to dispute that any subsequent deterioration in the Vehicle's

	condition, including Damage or missing equipment, occurred prior to the commencement of the Subscription Period.		and in accordance with the Vehicle manufacturer's and Karmo's recommendations;
4.2	Karmo recommends that You take photos of each side of the Vehicle, its front, rear and interior in case there is a dispute about Damage detected at the end of the Subscription Period.	(h)	use the Vehicle for the conveyance or towing of any load which is incorrectly loaded or secured or is in excess of that for which the Vehicle was constructed;
4.3	At the time of collection, You must sign the Subscription Agreement. By taking possession of the Vehicle, You acknowledge that the commencement date and time stated in the Subscription Agreement are accurate and constitute the start of your custody of the Vehicle.	(i)	use the Vehicle to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances;
4.4	Karmo will not release the Vehicle until You have provided a valid driver's licence and all due payments (as per Clause 7.1) have cleared.	(j)	use a mobile phone in a manner impeding operation of the vehicle and always comply with all governmental agencies and statutes applicable in relation to the Vehicle; or
5	WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE	(k)	drive the Vehicle if Karmo has so directed You.
5.1	You and any Authorised Driver must only use the Vehicle on a road, which is properly formed and constructed as a sealed, metallised or graded gravel road.	6.2	You and any Authorised Driver must not:
5.2	You and any Authorised Driver must not, unless authorised in writing by Karmo, drive or take the Vehicle:	(a)	smoke or permit any passenger to smoke in the Vehicle; or
(a)	off road or on roads that are prone to flooding or are flooded;	(b)	use incorrect types of fuel.
(b)	on any road where the police or an authority has issued a warning; and	6.3	During the Subscription Period You and any Authorised Driver must inform Karmo immediately if:
(c)	on any road that is closed or any road where it would be unsafe to drive the Vehicle.	(a)	a warning light or fault message appears on the Vehicle's display panel;
6	USE OF THE VEHICLE	(b)	You or any Authorised Driver become aware of low engine or brake oils or engine coolant levels;
6.1	You and any Authorised Driver must not:	(c)	the Vehicle develops any fault;
(a)	allow the Vehicle to be used for any illegal purpose, race, contest or performance test of any kind;	(d)	Your or any Authorised Driver's driver's licence is suspended or cancelled;
(b)	carry more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle, or carry a greater load than that for which it was built;	(e)	You or any Authorised Drivers are convicted of a criminal offence;
(c)	drive the Vehicle whilst intoxicated or under the influence of alcohol or drugs or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the legal limit in the State or Territory in which the Vehicle is driven;	(f)	there are any changes to Your or any Authorised Driver's contact details or Your nominated credit or debit card or other payment details; or
(d)	fail or refuse to submit to any breath, blood, urine or oral test or drug impairment assessment when reasonably requested by police;	(g)	You or any Authorised Driver are involved in an Accident or incident whereby the Vehicle sustains any Damage.
(e)	use the Vehicle when it is unsafe;	6.4	You must pay for any unauthorised repairs to the Vehicle and for all parking, toll fees, and infringements in respect of the Vehicle during the Subscription Period.
(f)	modify the Vehicle in any way, irrespective of whether the modifications are reversible or permanent;	6.5	You and any Authorised Driver must:
(g)	use the Vehicle to transport goods, except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at Your cost)	(a)	not operate the Vehicle for longer than 12 consecutive hours (inclusive of any breaks); and
		(b)	manage fatigue whilst driving and cease driving where signs of fatigue are observed;
		6.6	Any failure to adhere to the requirements set out in this clause 6 may lead to access to the Vehicle being repossessed pursuant to clause 14.4.
		7	PAYMENT

- 7.1 You must pay the Bond and Security Deposit as security for any amounts You may owe Karmo during or after Your Subscription. We will debit the Bond from Your nominated payment method following Your Subscription Confirmation. The Security Deposit must be paid no later than the day of vehicle collection. Karmo will not release the Vehicle to You until both the Bond and Security Deposit have been received in cleared funds.
- 7.2 Provided there are no outstanding charges at the end of the Subscription Period and no vehicle refresh is scheduled, the Bond, Security Deposit and any due reimbursements will be refunded to You within 14 days following the return of the Vehicle. If a claim has been made against the Bond and/or Security Deposit Karmo may hold the Bond and/or Security Deposit until those claims have been resolved.
- 7.3 Upon a vehicle refresh, Your existing Bond and Security Deposit will not be refunded. Instead, the balance remaining after the deduction of any outstanding fees, charges, or liabilities relating to Your previous Vehicle will be applied as a credit toward the security requirements of Your new Subscription Agreement.
- 7.4 In the event the credited amount is insufficient to meet the security requirements for the new Vehicle, You are required to pay the shortfall in full. Karmo will withhold the release of the new Vehicle until the total required security has been received.
- 7.5 During the Subscription Period, You must pay Karmo:
- (a) all recurring Subscription Fees and upfront payments, including Bond and Security Deposit, as specified in Your Subscription Confirmation and incorporated into your Subscription Agreement;
 - (b) all contingent fees and usage charges specified in the Fees and Charges Schedule including, but not limited to, any loss or Damage to the Vehicle not covered by insurance;
 - (c) any amount paid or payable by Karmo or You to any person arising out of Your use of the Vehicle or imposed on You or Karmo by any governmental or other competent authority (such as toll charges and speeding, parking, and traffic fines) on demand; and
 - (d) any amount for which You are liable to Karmo under this Subscription Agreement, in respect of a breach of this Subscription Agreement or otherwise on demand.
- 7.6 You grant Karmo a standing authority to charge Your active nominated payment method for all amounts payable under this Subscription Agreement as specified in Clause 7.4.
- 7.7 If payment for any contingent fees or usage charges incurred during the Subscription Period fails, Karmo will automatically attempt to retry the debit at regular intervals until the amount is paid in full or the Vehicle is returned to Karmo. Each failed attempt may incur a failed payment fee as set out in the Fees and Charges Schedule.
- 7.8 Upon return of the Vehicle, Karmo will reconcile all outstanding fees and usage charges, plus any amounts deemed payable due to the Vehicle's final condition (the "End-of-booking Balance").
- (a) This balance is immediately due and payable by You to Karmo;
 - (b) If payment of this balance fails, Karmo will attempt to retry the debit at intervals over a period of seven (7) days, with each failed attempt incurring a corresponding failed payment fee (as set out in the Fees and Charges Schedule);
 - (c) If this balance remains outstanding after the seven (7) days period, the debt will be referred to Karmo's debt recovery process which may involve the use of external debt collectors. You authorise that any costs incurred by Karmo in collecting any arrears owed may be charged to You in addition to the other outstanding amounts.
- 7.9 Karmo may vary its pricing noted in the Fees and Charges Schedule forming part of the Subscription Agreement, at any time by providing You with written notice sent to the email address associated with your account.
- (a) Unless otherwise stated in the notice, the variation will take effect on Vehicle Refresh or the commencement of the next Subscription Period.
 - (b) Your continued engagement of Karmo's product and services after the effective date of the variation will constitute acceptance of the new pricing.
 - (c) Karmo is not required to provide reasons for any variation in pricing.
- 7.10 You acknowledge and agree that the specific monetary amount, rate, or calculation method for any fee or charge is exclusively governed by the Fees and Charges Schedule set out in the Subscription Agreement.
- 7.11 Karmo will pay any refund due to You by such a method as Karmo may reasonably choose.
- 7.12 If any payment is not received by the due date, Karmo may apply an administrative fee as set out in the Fees and Charges Schedule. Persistent non-payment or multiple failed payment attempts will be deemed a Material Breach, entitling Karmo to terminate this Subscription Agreement and initiate Vehicle recovery procedures.
- 7.13 If You default in payment of any moneys owed to Karmo under this Subscription Agreement:
- (a) after providing You with reasonable notice, Karmo may remotely disable the Vehicle using the telematics device, or native manufacturer abilities that enables it to be remotely disabled to prevent the Vehicle being started; and

- (b) Karmo may repossess the Vehicle without using unreasonable force and You give Karmo permission to access and enter Your premises to do so; and
- (c) where Karmo has dispatched a repossession or recovery agent to attend the Vehicle and the attendance is stood down (whether because You have paid outstanding amounts owed or otherwise) before repossession is completed, You must pay the Call-out Fee specified in the Fees and Charges Schedule. The Call-out Fee is charged per incident, and each separate occasion on which Karmo dispatches a recovery agent, or completes a repossession, is a separate chargeable event.
- 7.14 You authorise that any costs incurred by Karmo in collecting any arrears owed may be charged to You in addition to the other amounts outstanding under this Subscription Agreement.
- 7.15 If You or any third party initiates a fraudulent or bad-faith chargeback or payment dispute for a payment already received by Karmo in accordance with this Subscription Agreement:
- (a) You must indemnify Karmo for the full amount of the disputed payment plus any administrative fees, bank fees, or legal costs incurred by Karmo in responding to or processing the dispute;
- (b) the initiation of a fraudulent or bad-faith chargeback is a Material Breach of this Subscription Agreement, unless it is to correct a documented Karmo processing error previously notified;
- (c) any chargeback initiated while Your or an Authorised Driver remain in custody of the Vehicle shall be prima facie evidence of a bad-faith or fraudulent chargeback; and
- (d) Karmo may immediately suspend Your access to the Vehicle and/or initiate Vehicle recovery procedure.
- 7.16 Notwithstanding Clause 7.5, You acknowledge and agree that the Early Termination Fee is payable to Karmo upon the termination of subscription before the minimum term is reached.
- 8 VEHICLE REFRESH**
- 8.1 Subject always to availability and Karmo's discretion, You must undergo a Vehicle Refresh as determined by the provisional refresh dates or conditions set out in this Subscription Agreement for a new vehicle, unless this Subscription Agreement is otherwise terminated in accordance with Clause 19.
- 8.2 Karmo reserves the right, at its sole discretion and upon providing You with reasonable notice, to require You to undergo a Vehicle Refresh for the Vehicle currently subject to a Subscription Agreement before the expiry of the Subscription Period upon the occurrence of either of the following events:
- (a) the Vehicle is required to be removed from the fleet due to internal fleet management obligations
- (b) the Vehicle has reached the maximum allowed mileage limit for the specific Vehicle as specified in the Subscription Agreement.
- 8.3 If a Vehicle Refresh is mandated under Clause 8.2, Karmo will terminate the current Subscription Agreement, and You must execute a new Subscription Agreement with Karmo detailing the particulars of the replacement Vehicle, including but not limited, to the vehicle registration and the new date of commencement for the remaining Subscription Period.
- 8.4 Karmo makes no guarantee that a certain type or variant, including but not limited to colour, trim, or factory options, will be available on a specific day.
- 8.5 Karmo will liaise with You regarding the availability of vehicles for a Vehicle Refresh. If no suitable vehicle is available to You, You will be permitted to either:
- (a) enter into a new Subscription Agreement for a new Subscription Term for the Vehicle; or
- (b) return the Vehicle and terminate this Subscription Agreement.
- 8.6 All Vehicle Refreshes are subject to a new Subscription Agreement that will apply to the new Vehicle.
- 9 TOLLS & FINES**
- 9.1 You must pay the toll road operator for the use of the Vehicle on toll roads and it is Your responsibility to fit an electronic tag (e-tag) to the Vehicle and promptly pay all toll road fees and charges. You must notify Karmo of the e-tag number fitted to the Vehicle.
- 9.2 If You fail to fit an e-tag or the e-tag is not recognised by a toll road operator, Karmo will nominate You as the appropriate driver via the toll road operators' nomination process and a minimum fee as stated in the Fees and Charges Schedule in administration processing fees per toll and any further charges by the toll road operator incurred by Karmo will be charged to You.
- 9.3 You must pay all speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Vehicle or release of the Vehicle if it has been seized by a regulatory authority where such fines and charges relate to Your use of the Vehicle or that of an Authorised Driver.
- 9.4 If Karmo receives a reminder notice or is required to nominate You as the responsible party for these tolls, speeding and other fines and infringements referred to in this clause 9, Karmo will charge You a minimum of the Infringement Administration Fee as detailed in the Fees and Charges Schedule for each nomination or reminder notice.
- 9.5 If Karmo has paid any amount for which You are liable pursuant to this clause 9, You will also be charged that amount together with an administrative processing fee in accordance to the Fees and Charges Schedule.
- 10 MAINTENANCE, SECURITY AND SAFETY**

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| <p>10.1 Karmo may wish to conduct a safety and condition inspection of the Vehicle from time to time. Karmo will give You at least 24 hours' prior notice of any such inspection and will identify the location where You must return the Vehicle in order for Karmo to conduct its inspection. You will provide such cooperation as reasonably required to enable Karmo to inspect the Vehicle.</p> <p>10.2 You and any Authorised Driver must:</p> <ul style="list-style-type: none"> (a) maintain all of the Vehicle's engine oils and engine coolant levels to the manufacturer's specifications, as set out in the Vehicle's operations manual located in the glove box or as otherwise advised; (b) maintain appropriate water and tyre pressure levels; (c) keep the Vehicle locked and the keys under Your or the Authorised Driver's personal control at all times; and (d) ensure that the telematics device remains connected as installed by Karmo. <p>10.3 You and any Authorised Driver must comply with all applicable seat belt and child restraint laws and ensure that:</p> <ul style="list-style-type: none"> (a) You, any Authorised Driver and each passenger has their seat belt properly adjusted and fastened; and (b) children under the age of 7 years have a child restraint fitted and adjusted correctly according to the weight and age of the child. <p>10.4 You must not have repairs to the Vehicle carried out unless You have Karmo's prior written authorisation to do so. Karmo requires You to provide verification of the cost of repairs for audit and GST purposes. You should obtain and provide Karmo with an original tax invoice/receipt to assist Karmo in its verification of the costs of repairs.</p> <p>10.5 Karmo will reimburse You for any repairs to the Vehicle authorised by it, provided that the cost of those repairs is verified. To the extent that Karmo cannot verify the cost of repairs, Karmo will not reimburse You.</p> <p>10.6 You and Karmo acknowledge that the Vehicle is generally in an undamaged condition except as otherwise stated in the Subscription Agreement.</p> <p>10.7 The Vehicle is fitted with, or contains native manufacturer systems that facilitate, a telematics device (or equivalent digital tracking system) that enables Karmo to track the Vehicle when it is out of Karmo's possession, including the Vehicle's location, speed, fuel levels and other features relevant to driver behaviour. When You enter this Subscription Agreement, You are authorising Karmo to use the telematics to track the Vehicle until it is returned to Karmo.</p> <p>10.8 You must not, and must ensure that any Authorised Driver does not, tamper with the telematics device or remove it from the Vehicle.</p> <p>10.9 Karmo may need to repair or replace the telematics device from time to time. You must present the Vehicle to</p> | <p>a location identified by Karmo, with no less than three (3) days' prior notice, to allow Karmo to attend to the device as required. You will provide such cooperation as reasonably required to enable Karmo to maintain the telematics device.</p> <p>10.10 Where directed by Karmo, You will be required to take the Vehicle to an approved service provider for routine servicing and or maintenance during the Subscription Period. Failure to comply with this servicing requirement will result in You being liable for any and all mechanical damage caused to the Vehicle due to a missed service. All routine maintenance and servicing will be provided by Karmo, at Karmo's cost, and at no additional cost to You.</p> <p>10.11 Subject to availability, where Karmo has determined that the Vehicle cannot be driven or used by You or any Authorised Driver for a period exceeding four (4) business days in the state or territory of Australia where the Vehicle is rented, due to theft, break down or Damage (at no fault of Yours or any Authorised Driver), a courtesy or replacement vehicle (of equivalent size and standard) may be provided to You.</p> <p>10.12 You and any Authorised Driver must not authorise any repairs or arrange towing for the Subscription Vehicle without the prior written approval of Karmo.</p> <p>10.13 In the event of an Accident or breakdown, you or any Authorised Driver must use the towing services authorised by Karmo. Failure to comply with this requirement will result in the Subscriber being liable for all associated towing and recovery costs.</p> <p>11 ELECTRIC VEHICLE(S)</p> <p>11.1 You agree that when using an electric Vehicle, You or any Authorised Driver will abide by the following conditions:</p> <ul style="list-style-type: none"> (a) any use of the Tesla Supercharger Network or any other network where charging the Vehicle incurs a charge to Karmo, its subsidiaries or its agents will be passed on to You and debited from Your nominated debit or credit account; (b) You must only use approved or compliant charging cables, ports and or equipment; and (c) Vehicles will be provided with the charging equipment provided by the manufacturer and any other cost or installation of additional approved charging equipment will be borne by You. <p>11.2 The technology associated with electric and plug-in hybrid vehicles means that data is generated and used in ways that are different to vehicles that are not equipped with this technology. Electric and plug-in hybrid vehicles may collect data regarding usage of the Vehicle, including charging information, location data, diagnostic data, app data (if applicable), autopilot data (if applicable) and other general analytic data.</p> <p>11.3 You should read the privacy policy of the manufacturers of the specific electric or plug-in hybrid Vehicle that You hire from Us in order to understand how data generated by Your use of the Vehicle may be collected and used by the Vehicle manufacturer.</p> |
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11.4 By using an electric or plug-in hybrid Vehicle provided by Us, You consent to the collection of Vehicle data as set out above. You may refuse to consent to this data collection and sharing at any time, but this may prevent Us from providing You with an electric or plug-in hybrid Vehicle.

12 DAMAGE EXCESS

12.1 Subject to clause 12.2, You and any Authorised Driver are liable for all Damage to the Vehicle or Third Party Loss which:

- (a) is caused or contributed to by You or any Authorised Driver;
- (b) arises from the use of the Vehicle by You or any Authorised Driver; or
- (c) arises from the theft or the attempted theft of the Vehicle.

12.2 Subject to clauses 12.3 and 13, if You pay the Damage Excess for each separate Accident, theft or attempted theft involving the Vehicle:

- (a) Karmo will waive Your liability under clause 12.1; and
- (b) You and any Authorised Driver are entitled to be indemnified for Your and any Authorised Driver's legal liability to a third party for damage to the property of that third party which is caused by the use of the Vehicle by You or any Authorised Driver, in respect of each accident, theft or attempted theft of the Vehicle.

12.3 Subject to clause 13, Karmo entitles You to reduce the Damage Excess payable for each accident, attempted theft or theft claim including GST, if:

- (a) You pay the Damage Excess Reduction Fee to Karmo; and
- (b) Your payments under this Subscription Agreement are not in arrears or overdue on the date of the Accident, attempted theft or theft.

12.4 The Damage Excess payable under clause 12.2 will be charged to Your nominated debit or credit account:

- (a) for single vehicle Accidents:
 - (i) if the Vehicle has substantial Damage and Karmo reasonably believes the cost of repairs or replacement cost will exceed the Damage Excess amount, the full Damage Excess; or
 - (ii) if the Damage is not substantial, after a repairer's estimate or tax invoice verifying the amount charged for Damage has been sent to You;
- (b) if the Vehicle has been stolen and police report number has been supplied to Karmo and/or insurance;
- (c) for Accidents in which there is also Third Party Loss, after:

- (i) a reasonable estimate of the Third Party Loss has been made;
- (ii) a repairer's estimate or tax invoice verifying the amount charged for Damage has been obtained; and
- (iii) all documents verifying the Third Party Loss and Damage have been sent to You, unless You have expressly authorised the charge to Your nominated debit or credit card at an earlier time.

13 DAMAGE LIABILITY AND DAMAGE EXCESS EXCLUSIONS

13.1 Clause 12.2 will not apply and You will be solely liable for the following costs:

- (a) all Damage and Third Party Loss arising from a Material Breach of this Subscription Agreement or the use of the Vehicle by any driver who is not an Authorised Driver;
- (b) any Damage at or above the level of the top of the front windscreen of the Vehicle or any Third Party Loss caused by:
 - (i) contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
 - (ii) objects being placed on the roof of the Vehicle; or
 - (iii) You or any person standing or sitting on the roof of the Vehicle;
- (c) any Damage to the Vehicle caused by or resulting from contact between the underside of the Vehicle and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with another vehicle;
- (d) any Damage caused by immersion of the Vehicle in water;
- (e) the cost of rectifying any tyre damage not attributable to Fair Wear and Tear;
- (f) the full cost of replacing or repairing any accessories supplied by Karmo including, but not limited to telematics devices, lost keys, keyless start and remote control devices;
- (g) the cost of personal items that are left in or stolen from the Vehicle or for loss or damage to property belonging to or in the custody of You, any relative, friend or associate of Yours ordinarily residing with You or with whom You ordinarily reside;
- (h) Any Damage caused by driving with an animal unsecured in vehicle; and
- (i) Property damage.

- 13.2 Your entitlement to indemnity for Damage to the Vehicle and Third Party Loss will be reduced to the extent Karmo is prejudiced as a result of any delay or failure by You or any Authorised Driver to comply with Your obligations under clause 15.
- 13.3 You are liable for damage caused to the Subscribed Vehicle due to overhead clearance incidents, including but not limited to impacts with trees, bridges, awnings, and height-restricted structures.
- 13.4 You are responsible for any damage to the Subscription Vehicle that occurs as a result of negligence, improper use, or failure to comply with these Terms and Conditions.
- 13.5 If You or any Authorised Driver are involved in two or more at-fault incidents:
- (a) Karmo may, at its sole discretion, determine that You will no longer be eligible for a replacement or substitute vehicle under this Subscription Agreement;
 - (b) Karmo may, at its sole discretion, elect to provide a replacement vehicle subject to conditions such as increased Damage Excess or a driver risk premium; or
 - (c) Karmo may elect to terminate the Subscription Agreement in accordance with clause 19.2 if the incidents are deemed a Material Breach due to reckless or dangerous behaviour.
- 13.6 Karmo will charge Your nominated debit or credit account with an amount equal to Karmo's reasonable estimate of the amounts described in clause 13.1.
- 13.7 If the amount determined by Karmo and paid by You under clause 13.3 exceeds the final cost of the Damage, Third Party Loss or repair, Karmo will promptly refund the difference to You.
- 13.8 You agree to indemnify and keep Karmo indemnified against all liability, claims, damage, loss, costs and expenses (including without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against Karmo) described in clause 13.1.
- 13.9 Your liability under this indemnity is diminished to the extent that Karmo's breach of this Subscription Agreement or Karmo's negligence contributed to the liability, claims, damage, loss, costs or expenses described in clause 13.1.
- 13.10 Karmo may, at its sole discretion apply a driver risk premium charge to Your subscription in the event of Damage being sustained to the Vehicle and which will be outlined in Your Subscription Agreement.
- 14 RETURN OF VEHICLE**
- 14.1 Unless authorised by Karmo in writing, You must return the Vehicle to Karmo:
- (a) to the place, on the date and by the time shown on the Subscription Agreement;
 - (b) clean and in the same condition as it was at the commencement of the Subscription Period, Fair Wear and Tear excepted; and
 - (c) with a full tank of fuel and with any and all equipment provided with the Vehicle at the start of the subscription.
- 14.2 You must return the Vehicle to a Karmo location during our normal business hours.
- 14.3 If, unless authorised by Karmo in writing:
- (a) You return the Vehicle on a date, or at a time, or to a place other than that specified in the Subscription Agreement or in any amendments to the return date provided in writing sent to You during the Subscription Period; or
 - (b) You breach any special conditions set out in the Subscription Agreement;
- You must pay Karmo's standard rates for the Vehicle for the Subscription Period.
- 14.4 Karmo may request the immediate return of the Vehicle, or Karmo may repossess the Vehicle without notice, if Karmo reasonably suspects that:
- (a) You have committed a Material Breach of a term of this Subscription Agreement or Karmo reasonably believes such a breach is likely to occur;
 - (b) Damage to the Vehicle, or injury to persons or property is likely to occur; or
 - (c) the Vehicle may be used for an unlawful purpose.
- 14.5 You must pay Karmo any cost it incurs requesting the immediate return of the Vehicle or repossessing the Vehicle as well as all costs and charges payable under this Subscription Agreement for the period up to the date of return or repossession of the Vehicle.
- 14.6 Karmo reserves the right to refuse the subscription to another vehicle to You following any incident or Accident or where You have breached this Subscription Agreement.
- 14.7 You must ensure that You have removed all of Your personal property from the Vehicle at the end of the Subscription Period and You acknowledge that Karmo is not responsible for any personal property remaining in the Vehicle thereafter. If the Vehicle has been repossessed pursuant to this clause 14 or clause 7.7 it is Your responsibility to contact Karmo and to arrange collection of any personal property left in the Vehicle.
- 14.8 If the Vehicle is returned to Karmo after the return date specified in the Subscription Agreement or in any amendments to the return date provided in writing You will be charged the Late Return Fee or part thereof until the Vehicle is returned to Karmo.
- 14.9 You remain responsible for the Vehicle, and will be liable for Damage and Third Party Loss and any and all charges or costs Karmo incurs, until the Vehicle is returned to Karmo in accordance with this clause 14 and this Subscription Agreement continues to apply, regardless of whether the Vehicle is returned during, at the end of,

or after the expiry of, the Subscription Period. For the avoidance of doubt, if You attempt to return the Vehicle to Karmo outside of business hours, after the expiry of the Subscription Period or at a location other than the location nominated in this Subscription Agreement, You are liable for and must pay to Karmo:

- (a) for any and all Damage and Third Party Loss; and
- (b) the Late Return Fee, until Karmo has taken actual possession of the Vehicle and the Final Inspection has been conducted.

14.10 When You return the Vehicle, a Karmo representative will conduct the Final Inspection.

14.11 If the Vehicle is not returned at the time and date specified in the Subscription Agreement or in any amendments to the return date provided in writing, the Vehicle may immediately be reported as stolen and may be de-registered.

14.12 If the Vehicle is not returned in a clean and tidy manner, You acknowledge that applicable fees for a minor or a major clean, as stated in the Fees and Charges Schedule will be debited from Your nominated debit or credit account. The determination of whether a vehicle requires a minor or major clean will be at the sole discretion of Karmo.

14.13 If the Vehicle is not returned in a clean and tidy manner and any cleaning is required to deal with smoking, bodily fluids, organic matter, illicit substances, food, petroleum, oils, lubricants, Karmo will debit from Your account the actual amount incurred.

14.14 If the Vehicle is returned to Karmo without the service log book, the telematics device or other accessories supplied to You, You will be charged for the replacement cost, for each unreturned item. If You alter or interfere with the log books, service sticker or telematics device of the Vehicle, You will be liable for any associated Damage.

15 ACCIDENT REPORTING AND BREAKDOWNS

15.1 If You or any Authorised Driver have an Accident or if the Vehicle is stolen You must report the Accident, attempted theft or theft to Karmo in writing within 24 hours of it occurring.

15.2 If You or any Authorised Driver have an Accident or the Vehicle is stolen where:

- (a) any person is injured;
- (b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
- (c) the other party appears to be under the influence of drugs or alcohol,

You and any Authorised Driver must also report the theft or Accident to the Police as soon as it is practical to do so after an Accident or as soon as the theft is discovered.

15.3 If You have an Accident, You and any Authorised Driver must:

- (a) make the Vehicle secure;
- (b) exchange names and addresses, telephone numbers and email addresses with the other driver, including, if possible, taking a photograph of the front and back of the other driver's drivers licence;
- (c) obtain the name of the other driver's insurance company;
- (d) take the registration numbers of all vehicles involved;
- (e) take as many photos as is reasonable showing:
 - (i) the position of the Vehicles before they are moved for towing or salvage;
 - (ii) the Damage to the Vehicle;
 - (iii) the damage to any third party vehicle or property; and
 - (iv) the general area where the Accident occurred, including any road or traffic signs; and
- (f) promptly notify Karmo of any instance in which the Vehicle has been towed and provide full details of the towing, including the location to which the Vehicle has been taken; and
- (g) obtain the names, addresses and phone numbers of all witnesses.

15.4 You must not:

- (a) Unless medically necessary for You or any Authorised Driver to seek immediate assistance, or unless required by law enforcement or explicitly authorized by Karmo or the appointed tow/salvage operator, You must not leave the Vehicle unsecured or unattended following an Accident or breakdown; or
- (b) without Karmo's prior written consent, make any admission of fault, offer or promise to pay or settle the other party's claim or release the other party from any liability.

15.5 You must:

- (a) forward all third party correspondence or court documents to Karmo within seven (7) days of receipt;
- (b) complete and furnish to Karmo within a reasonable time any statement, information or assistance which Karmo or its insurer may reasonably require;
- (c) co-operate with Karmo in any legal proceedings that Karmo may institute which may be instituted against You or Karmo as a result of an Accident, including attending Karmo's lawyer's office or any Court hearing;
- (d) permit Karmo or its insurer at its own cost to bring, defend, enforce or settle any legal

	proceedings against a third party in Your name; and		interest over, or otherwise deal with the Vehicle in any way.
	(e) permit or ensure that Karmo may claim in Your name or that of the Authorised Driver under any applicable Substitute Vehicle Insurance, and procure that the Authorised Driver assists Karmo in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to Karmo.	16.3	You acknowledge that Karmo may rent or lease the Vehicle from a third party if Karmo cannot provide the Vehicle to You, and if this occurs, title in the Vehicle remains with the relevant third party.
15.6	Your entitlement to indemnity for Damage and Third Party Loss under clause 12.2 will be reduced, including to nil, according to the extent Karmo is prejudiced as a direct result of any delay in complying with:	17	PPSA
	(a) Your reporting obligations in clauses 15.1 and 15.2; and	17.1	The following words in this clause 17 have the respective meanings given to them in the PPSA: collateral, financing change statement, financing statement, interested person, purchase money security interest, register, registration, security agreement, security interest and verification statement.
	(b) the obligations in clause 15.5 to forward third party correspondence and court documents to Karmo within seven (7) days and to co-operate with Karmo in the investigation of any Accident of theft claim and the prosecution and defence of any legal proceedings	17.2	Karmo may register any actual or impending security interest (in any manner Karmo considers appropriate) on the PPSR in relation to any security interest contemplated or constituted by this Subscription Agreement in the Vehicle and the proceeds arising in respect of any dealing in the Vehicle.
15.7	Twenty-four hour limited roadside assistance is available for the Vehicle and can be accessed via information provided to You at the start of the Subscription Period or from a QR Code on the Vehicle's windscreen.	17.3	You undertake to:
	(a) Roadside assistance for mechanical breakdown or manufacturer fault is provided at no cost to You.	(a)	do anything that is required by Karmo:
	(b) You are solely responsible for all costs and charges incurred for non-mechanical or user-fault incidents. Where Karmo arranges roadside assistance on Your behalf or pays the service provider directly, You must reimburse Karmo by paying the Roadside Assistance (Driver At-fault) Fee specified in the Fees and Charges Schedule. These incidents include but are not limited to:	(i)	so that Karmo acquires and maintains one or more perfected security interests under the PPSA in respect of Karmo and its proceeds;
	(i) Running out of fuel or charge, or using the incorrect fuel type;	(ii)	to register a financing statement or financing change statement; and
	(ii) keys lost or locked inside the Vehicle;	(iii)	to ensure that Karmo's security position, and rights and obligations, are not adversely affected by the PPSA;
	(iii) flat batteries caused by user error; or	(b)	not register a financing change statement in respect of a security interest contemplated or constituted by this Subscription Agreement without Karmo's prior written consent; and
	(iv) tyre punctures and wheel changes.	(c)	not create or purport to create any security interest in the Vehicle, nor register, or permit to be registered, a financing statement or a financing change statement in relation to the Vehicle in favour of a third party without Karmo's prior written consent.
	(c) Karmo may arrange roadside assistance on Your behalf, or You may contact the roadside service provider directly. In either case, You agree to abide by the service provider's specific terms and conditions.	17.4	You:
16	OWNERSHIP OF THE VEHICLE	(a)	waive Your right under section 157 of the PPSA to receive a copy of the verification statement (or notice of any verification statement) in respect of any financing statement or financing change statement relating to a security interest created under this Subscription Agreement;
16.1	Except as detailed in this clause 16 and clause 17, You acknowledge that Karmo owns the Vehicle and in all circumstances Karmo retains title to the Vehicle. Your rights to use the Vehicle are as a lessee only.	(b)	agree that to the extent permitted by the PPSA, the following provisions of the PPSA will not apply and are contracted out of: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96; section 118 (to the extent that it allows a secured party to give notices to the
16.2	Except in the circumstances set out in clause 17, You are not entitled to offer, sell, assign, sub-let, charge, mortgage, pledge or create any form of security		

- grantor); section 121(4); section 125; section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143; and
- (c) agree that the following provisions of the PPSA will not apply and You will have no rights under them: section 127; section 129(2) and (3); section 130(1); section 132; section 134(2); section 135; section 136(3), (4) and (5) and section 137.
- 17.5 Unless otherwise agreed and to the extent permitted by the PPSA, You and Karmo agree not to disclose information of the kind referred to in section 275(1) of the PPSA to an interested person, or any other person requested by an interested person. You waive any right You may have, or but for this clause may have had, under section 275(7)(c) of the PPSA to authorise the disclosure of the above information.
- 17.6 This Subscription Agreement is a security agreement for the purposes of the PPSA.
- 18 LIABILITY OF KARMO**
- 18.1 You have consumer rights conferred by The Australian Consumer Law and neither this clause 18 nor any other provision of this Subscription Agreement excludes, restricts or modifies any implied terms, guarantees, or rights You may have under those laws or any other Federal, State or Territory legislation.
- 18.2 If, but for this clause, a provision of these Terms and Conditions would be deemed "unfair" within the meaning of Part 2-3 of The Australian Consumer Law, then:
- (a) they will be construed to operate without those parts of that provision that deem it to be "unfair" and, if that is not possible, such provision will be of no effect; and
- (b) the balance of these Terms and Conditions will continue unaffected.
- 18.3 Karmo has no liability whatsoever to You for any loss, harm, damage, cost or expense (including legal fees) in the nature of special, indirect or consequential loss or damage (including, without limitation, economic loss, loss of contract, loss of profit or revenue, loss of opportunity, loss of production, production stoppage or loss of data).
- 18.4 Karmo will not be liable to You for any acts or omissions of any person supplied by Karmo where that person is acting under Your direction and control during the Subscription Period and You indemnify Karmo against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against Karmo) arising from or incurred in connection with such acts or omissions.
- 19 TERMINATION**
- 19.1 Either party may terminate this Subscription Agreement immediately by written notice to the other party, if:
- (a) that other party breaches this Subscription Agreement and fails to remedy the breach

- within seven (7) days written notice of the breach; or
- (b) the other party:
- (i) becomes bankrupt or insolvent;
- (ii) applies to take the benefit of any law for the relief of bankrupt or insolvent debtors;
- (iii) enters into a personal insolvency agreement, a deed of company arrangement, or a composition with creditors;
- (iv) enters into liquidation, administration, or receivership, or has a controller or similar officer appointed over any of its assets;
- (v) is unable to pay its debts as and when they fall due; or
- (vi) ceases, or threatens to cease, to carry on its business or profession.
- 19.2 Karmo may terminate this Subscription Agreement immediately and take possession of the Vehicle without notice if:
- (a) You allow anyone who is not an Authorised Driver to drive the Vehicle;
- (b) You or any Authorised Driver commit a Material Breach in a manner that results in Damage, Third Party Loss or the theft of the Vehicle;
- (c) You or any Authorised Driver drive the Vehicle in a reckless manner in breach of any road safety or traffic legislation, or
- (d) any of the information You have provided in the Subscription Agreement, or in any of the supporting documents requested by Karmo, is false.
- (e) the Vehicle is used for any illegal purpose or is seized by a law enforcement agency.
- 19.3 You may terminate this Subscription Agreement at any time for any reason other than those set out in clause 19.1 by giving Karmo prior written notice according to the notice period outlined in the subscription details of this Subscription Agreement. If You cancel Your Agreement without providing the requisite notice, You will be charged an Early Termination fee as specified in the Fees and Charges Schedule, and an applicable notice period payout prorated for the remainder of the notice period.
- 19.4 If this Subscription Agreement is terminated early by You for any reason other than the events described in clause 19.1, You acknowledge and agree that You will be liable for the subscription charges and any other amounts payable under this Subscription Agreement for the duration of the stated notice period.
- 20 MATERIAL BREACH**
- 20.1 You and any Authorised Driver commit a Material Breach if:

- (a) there is a breach of any of the following:
- (i) clause 3.1 (driver requirements);
 - (ii) clauses 5.1, or 5.2 (where You can and cannot drive the Vehicle);
 - (iii) clauses 6.1, or 6.3 (use of the Vehicle);
 - (iv) clause 7.12 (persistent non-payment)
 - (v) clause 7.15 (initiation of a fraudulent or bad faith chargeback or payment dispute)
 - (vi) clauses 10.2, or 10.4 (maintenance, security and safety);
 - (vii) clause 10.8 (tampering with the telematics device); or
 - (viii) clause 11.1(b) (use of approved and compliant charging cables, ports and equipment on electric vehicles),
- that results in Damage to the Vehicle, Third Party Loss or theft of the Vehicle;
- (b) there is a breach of clause 15, in a manner that prevents Karmo from properly investigating an Accident, theft or attempted theft or from defending any Accident of theft claim; or
- (c) the Vehicle is stolen by You or an Authorised Driver or by any person acting for You, at Your direction or on Your behalf.

20.2 If You or any Authorised Driver commit a Material Breach of the Subscription Agreement, or drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation has occurred clause 12.2 will not apply and You and any Authorised Driver:

- (a) are liable for all Damage to the Vehicle and Third Party Loss; and
- (b) are liable for and must pay any additional costs or expenses Karmo incurs in recovering the Vehicle.

21 PRIVACY

- 21.1 Karmo is committed to complying with the Australian Privacy Principles. You may access the Karmo Privacy Policy at <https://www.karmo.co/privacy-policy/>.
- 21.2 When Karmo collects Your personal information, Karmo will do so only for the purpose of providing services to You pursuant to the terms of this Subscription Agreement. If You choose not to provide this information to Karmo, Karmo may not be able to provide those services to You.
- 21.3 Karmo takes reasonable steps to make sure Your personal information, and the personal information of any Authorised Drivers, is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.
- 21.4 You authorise Karmo to collect, use and disclose information in respect to any credit it provides to You,

including to a credit reporting body. This includes personal information required to enable the credit reporting body to provide Karmo with a consumer credit report to assist Karmo in assessing Your credit worthiness, payment or default information, information about fraud or any other serious credit infringement, information about adverse court judgments or insolvency. If You default in the payment of any monies owed to Karmo, You authorise Karmo to provide that information to a credit reporting body and to obtain an up to date consumer credit report on You.

- 21.5 You authorise and consent to Karmo using and retaining the information collected via the telematics device in the Vehicle in accordance with the Karmo Privacy Policy. You authorise Karmo to disclose any de-identified information collected via the telematics devices to third parties including but not limited to vehicle manufacturers. If You use the Vehicle in connection with Your employment, You further authorise Karmo to disclose any information collected via the telematics devices to Your employer.

22 GENERAL

- 22.1 This Subscription Agreement constitutes the entire agreement between the parties and supersedes any representations, warranties, course of dealing or agreements (written or oral) made or entered into between the parties relating to the Vehicle.
- 22.2 Each party shall bear their own legal and other professional fees and disbursements in relation to this Subscription Agreement or any document prepared pursuant to this Subscription Agreement.
- 22.3 This Subscription Agreement is governed by, and is to be construed in accordance with, the laws of the state or territory of Australia where the Vehicle is rented and the parties submit to the non-exclusive jurisdiction of the courts of that state or territory and any court hearing appeals from those courts.
- 22.4 Any provision of this Subscription Agreement which is unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions in this Subscription Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.
- 22.5 Modifications, waivers, additions or amendments to this Subscription Agreement will be binding only if they are in writing and signed by the parties.
- 22.6 The failure of a party to enforce, at any time or for any period of time, any of the provisions of this Subscription Agreement will not constitute a waiver of such provisions or of the right of the party to enforce each and every provision.
- 22.7 In any case where the consent or approval of a party is required, no such consent or approval will be valid unless the same will be in writing and signed by a representative of that party.
- 22.8 Each party will promptly execute and deliver such further documents and take such further action as are reasonably necessary to carry out more effectively the



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intent, terms and purpose of this Subscription Agreement.

22.9 Each party may use electronic signatures as a means of entry into this Subscription Agreement. When a party inserts an electronic signature, that party consents to the use of this electronic means of acknowledgment and acceptance of this Subscription Agreement and their obligations under this Subscription Agreement.

22.10 Karmo may from time to time amend, replace, or introduce new policies (including, but not limited to, its Privacy Policy, Data Security Policy, and Acceptable use Policy). Karmo will notify You of any material change, and the amended policy will apply from the date specified in the notice unless You provide a written objection within 14 days, in which case the parties will negotiate in good faith to resolve the issue.