



TERMS & CONDITIONS

1. Entering into the Agreement

- 1.1 You hereby agree that in accordance with our telephone conversation between you and us (or our direct marketing agents, COMIT) you have agreed for us to provide you with this product, on which certain terms and conditions apply. This document records the additional terms and conditions of the product supplied to you.
- 1.2 The terms and conditions agreed during the above mentioned telephone conversation and the terms and conditions recorded in this document constitute the entire agreement regarding the provision of the product provided to you.
- 1.3 We have defined some of the words which have particular meanings in clause 12 of the Agreement.
- 1.4 **If there are any words or terms and conditions which you have difficulty understanding, please contact our customer service department at support@carcure.co.za and Car Cure Driven by Streamline will contact and assist you.**

2. Duration and Termination

- 2.1 We will provide you with the product from the conclusion of the Agreement, until such time as the Agreement is terminated by you (or us).
- 2.2 Either you or us may, for any reason, terminate the Agreement by giving each other 20 (twenty) Business Days' written notice. Any notice by you to terminate the Agreement must be sent to support@carcure.co.za.

3. The Product

- 3.1 We will take all reasonable steps within our control to provide you with the product.
- 3.2 Please take note of Annexure A with regards to the product benefits and specific exclusions.
- 3.3 We reserve the right to reject any repairs which do not fit the specifications illustrated in Annexure B, if you wish to dispute this rejection you may refer to clause 7 of the agreement.

4. Payment for the product

- 4.1 You have agreed to pay an agreed monthly premium for the product.
- 4.2 You have authorised us to collect payment for the product by way of a monthly debit order on a date nominated by you. **In the event that a monthly debit order fails, for any reason, we shall be entitled to debit your account on any other date for that month's subscription.**
- 4.3 You cannot cancel your monthly debit order without our prior written consent.

4.4 If the date of your debit order falls on a Sunday or public holiday, you agree that your debit order will go off on the last Business Day before the Sunday or public holiday.

5. Changes in premium.

The premium payable for this product is inclusive of VAT. This product runs at a price of R79/month. Annual escalation applies. We reserve the right to increase the Car Cure price on an annual basis, provided that such an increase is reasonable.

6. Failure to pay for the product

If you do not pay for the product in full and on time, via the debit order, you will be in breach of the Agreement and we may cease providing you with the product and associated benefits, and can implement the provisions of clause 10.

7. Complaints

We have a complaints department which is used to resolve disputes when they first arise. If you have a complaint, please contact the customer service department at support@carcure.co.za.

8. Information and disclosure

8.1 In entering into the Agreement with you and providing the product to you, we will come into possession of information pertaining to you. Insofar as it is permissible in law, and save for your banking details, we will hold that information as our own and will not to disclose it to such third parties without the written consent of the client, as the case may be, has been obtained beforehand or disclosure of the information is required in the public interest or under any law.

8.2 You warrant and guarantee that all information supplied to us is true and correct.

8.3 Should your address, or any other information which you have given to us, change you must inform us of the change immediately in writing to support@carcure.co.za.

9. Indemnity and waiver

9.1 You indemnify us, our employees and agents against any loss or damage which any person (including ourselves) may suffer arising directly or indirectly from the Agreement, the accessing of the Website and the provision of the Services.

9.2 To the extent permitted by law, we exclude and you waive all liability against us, our employees and agents, for any direct, indirect or consequential loss, costs, expenses or damage incurred by you or anyone else, whether in common law, in terms of statute or otherwise arising directly or indirectly from the Agreement, the accessing of the Website and the provision of the Services, save for instances of gross negligence on our part.

10. Breach.

10.1 In the event that you breach the Agreement we have the right to:

10.1.1 Enforce the Agreement; or

10.1.2 Terminate the Agreement.

11. General.

- 11.1 Notwithstanding anything to the contrary, a written notice actually received by you will be adequate written notice.
- 11.2 If any term or condition is found to be invalid or unenforceable, that term will be removed and the invalid or unenforceable term will not affect the validity of the remainder of this Agreement, which will remain effective.
- 11.3 **If the Agreement arose through direct marketing you may terminate the Agreement, in writing, within 5 Business Days' after the date on which the Agreement was concluded.**

12. Definitions.

- 12.1 **"the Agreement"** means the terms and conditions agreed to by you and us during the course of a telephone conversation between you and us (or our direct marketing agents) and the terms and conditions recorded in this document;
- 12.2 **"Business Days"** means all days, excluding Saturdays, Sundays and public holidays. When calculating business days, one must exclude the first day on which the event occurs and include the last day;
- 12.3 **"the product"** means the provision of the scratch and dent removal maintenance product, for your motor vehicle, selected by you during the course of a telephone conversation with us (or our direct marketing agents).
- 12.4 **"we", "us" and "our"** means Car Cure Driven by Streamline, its affiliates, subsidiaries or its successors-in-title; and the direct marketer, COMIT (Pty) Ltd.
- 12.5 **"Website"** means www.carcure.co.za; and
- 12.6 **"you" and/or "your"** means you the customer who applies for and receives the product.

IMPORTANT: The clauses printed in bold relate to issues which may pose some risk for you or which may limit our liability or which you may not ordinarily expect. Please pay special attention to these clauses. By entering into the Agreement you, in addition to accepting all the terms of the Agreement, also specifically signify that you understand the bold clauses and accept them.

ANNEXURE A

1 REPAIR BENEFITS

1.1 Chips

We will pay for repairs to minor chips for an area not exceeding 1.5mm in diameter.

1.2 Minor dents

We will pay for repairs of minor dents to the bodywork of your vehicle that do not exceed 15cm in diameter. Where any part of the body panel has been ripped or torn the damage shall not be defined as a minor dent and shall not be covered under this maintenance plan. We will pay for repairs up to the Benefit Limit of R3000.00, per reported incident for an unlimited number of repairs.

1.3 Minor Scratches

We will pay for repairs of minor scratches to the bodywork of your vehicle that do not exceed 15cm in length. Where any part of the panel has been ripped or torn the damage shall not be defined as a minor scratch and shall not be covered under this maintenance plan. We will pay for repairs up to the Benefit Limit of R3000.00, per reported incident for an unlimited number of repairs.

1.4 Wheel Rims and Mag Wheels

We will pay for repair damage to your vehicle's wheel rims and mag wheels. Where the rim or mag has been damaged to such an extent it cannot be repaired, the damage shall not be defined as minor and shall not be covered under this maintenance plan. We will pay for repairs up to the Benefit Limit of R3000.00 in any 12 month period of cover.

1.5 Tar Removal

We will pay for unlimited number of tar removals up to the Benefit Limit of R3000.00, per incident reported for an unlimited number of repairs.

1.6 Windscreen Damage

We will pay for the cost of chip repairs to the windscreen of the vehicle. In the event of the windscreen cracking during this process the replacement costs of the windscreen will not be covered under this maintenance plan and will be for your own account.

2 EXCLUSIONS FOR REPAIRS

- 2.1 Parts or damages not listed under the Maintenance Guidelines of the selected Streamline Product
- 2.2 Requests that fall outside of the Maintenance Plan
- 2.3 Vehicles not listed in the maintenance certificate
- 2.4 Replacement of a body panel or part of it
- 2.5 A body panel that has been ripped, torn, perforated or damaged to the structure or alignment of the panel
- 2.6 Accessories, door mouldings, window mouldings, beadings,
- 2.7 Car Radios, sound equipment, or car telephones
- 2.8 Locks and handles
- 2.9 Tyres
- 2.10 Stickers
- 2.11 Damage caused by hail
- 2.12 No taxi cover provided under this product.

ANNEXURE B

MAINTENANCE PLAN PRICING			
PLAN NAME	PERIOD	PRICE	BENEFITS
Car Cure Driven by Streamline	Monthly	R79	1. Repair limit of R3000 per incident 2. No excess payable 3. Unlimited Repairs 4. R3000 aggregate for mag wheel repair per annum

COVER PROVIDED – NO EXCESS PAYABLE WHEN CLAIMING		
Minor Dents	Maximum of 15cm in diameter. Where any part of the body panel has been ripped or torn, then the damage shall not be defined as a minor dent and shall not be covered.	R3000 per repair inclusive of VAT
Scratches	Scratches to the bodywork of a vehicle not exceeding 15cm in length.	R3000 per repair inclusive of VAT
Stone Chips	1,5 mm in diameter	R3000 per repair inclusive of VAT
Wheel Rims and Mag Wheels	Where the rim is damaged and repairable. No tyre cover is included	R3000 inclusive of Vat in any 12 month period of cover
Tar Removal	Removable	R3000 per repair inclusive of VAT
Windscreen Damage	The cost of chip repairs to the windscreen of the vehicle will be covered. In the event of the windscreen cracking during this process, the replacement cost of the windscreen will not be covered under this Maintenance Plan, and will be on the customers own account.	