Doc ID 14684313 v4

Extended Dealer Services Pty Ltd

Terms of Use

1. Binding Terms

1.1 The website www.iwarranty.com.au (including all web pages under or forming part of that domain name) ("**Website**") is operated by Extended Dealer Services Pty Ltd (ABN 73 687 767 157) ("**EDS**"). By using this Website, you agree to be bound by an agreement created between you and EDS under these Terms of Use ("**Terms**"). If you do not agree to these Terms, please do not use this website and/or any information derived as a result of the use of this Website. If you represent a company or other legal entity, you warrant that you are authorised to bind, and acknowledge that your access to or use of this Website binds, that entity to these Terms.

1.2 EDS reserves the right at any time, at its sole discretion, to replace, change or otherwise modify these Terms without prior notice. Your continued access to or use of this Website signifies your acceptance of the replacement, updated or modified Terms. If you do not agree with the amended Terms, you must not continue to access or use this Website.

2. Use of the Website

2.1 This Website is provided solely to provide customers with information about products and services offered by EDS. You agree to use the Website solely for that purpose and for no other purpose.

2.2 You agree that you will not (either yourself or through any third party):

(a) use any robot, spider, screen scraper, data aggregation tool or other automatic device or process ("**Automated Process**") to process, monitor, copy or extract any web pages on the Website, or any of the information, content or data contained within or accessible through the Website, without the prior written permission of EDS;

(b) use any Automated Process to aggregate or combine information, content or data contained within or accessible through the Website with information, content or data accessible via or sourced from any third party;

(c) use any device, software (including but not limited to introducing a virus, a worm or other malicious code), process or routine to interfere or attempt to interfere with the proper working of the Website or any transaction or process being conducted on or through it;

(d) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of or bandwidth connecting to the Website;

(e) reverse engineer, reverse assemble, decompile, or otherwise attempt to discover source code or other arithmetical formulae or processes in respect of the software underlying the infrastructure and processes associated with the Website;

(f) copy, reproduce, alter, modify, create derivative works of, or publicly display, any part of any content from the Website without the prior written permission of EDS;

(g) post or otherwise distribute information that would be in breach of another person's intellectual property rights;

(h) post or otherwise distribute any:

(i) defamatory, obscene, harassing, threatening or other unlawful material or information; or

(ii) any photographs containing obscene images (which may be determined by EDS in its sole discretion);

(i) post or otherwise distribute any information that is confidential to yourself or a third party without their permission; or

(j) use the Website for any other unlawful purpose or activity.

2.3 You acknowledge that you are solely responsible for all results of your actions from your use of the Website.

3. Trade Marks

3.1 The trade marks, service marks and logos ("**Trade Marks**") used in this Website are registered or unregistered Trade Marks of EDS or its licensors. You may not copy, reproduce, adapt or transmit any Trade Mark in any form without EDS's prior written consent.

4. Copyright

4.1 The Website, its associated layout and design are the property of EDS. No part of the Website may be copied, reproduced, adapted or transmitted in any form by any process without EDS's prior written consent.

5. Privacy

5.1 EDS agrees to use any of your personal information in accordance with EDS's Privacy Policy. A copy of EDS's Privacy Policy is available here https://iwarranty.com.au/privacy.html

6. Links to Third Party Websites

6.1 The Website may provide links to access various other websites on the Internet ("Third Party Websites"). EDS does not endorse, warrant or guarantee the accuracy, copyright compliance, legality, decency, or any other aspect of the content of any Third Party Websites. The inclusion of Third Party Websites does not imply any association with the Third Party Websites' operators.

7. Termination

7.1 EDS may suspend or terminate your access to the Website due to your breach of these Terms.

7.2 You may stop using the Website at any time and for any reason.

8. No Warranties

8.1 To the extent permitted by law, EDS does not accept responsibility for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this Website or any Third Party Website, nor do we accept any responsibility for any such loss arising out of your use of or reliance on the services or the information contained on or accessed through this Website.

8.2 You are responsible for protecting your computer systems and we are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with your use of the Website.

8.3 To the extent permitted by law, any condition, warranty or guarantee which would otherwise be implied into these Terms is hereby excluded.

8.4 Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which you may have under the *Competition and Consumer Act* 2010 (Cth) or any similar State legislation and which cannot be excluded, restricted or modified ("**non-excludable right**"). To the fullest extent permitted by law, our liability to you for a breach of a non-excludable right is limited, at our sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

9. General

9.1 These Terms are governed by the law in force in Victoria, Australia. Both EDS and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria, and any court that may hear appeals from any of those courts, for any proceedings in connection with these Terms.

9.2 In the event that any provision of these Terms are determined to be unenforceable or invalid to any extent by a court of competent jurisdiction, such provision shall be deemed to be modified as needed to ensure its enforceability to the maximum extent permitted under the law and shall not affect the validity and enforceability of any other remaining provisions.

Last revised: June 2025