

Introduction

This document sets out the benefits, services, limitations and responsibilities associated with your membership package with Auto-Plus Roadside Assistance (“Auto-Plus”). Please keep this document as a reference and read it carefully. Should you have any questions regarding your membership, please call Auto-Plus at:

(8 lines) +964 (66) 260 8000

Notice

Carry/Tow Service is considered to be to the **nearest repair center** within the limits / guidelines of the membership at the point of breakdown. A “repair center” is defined as a garage equipped and staffed to provide general vehicle repair. If specialty repairs are required, Auto-Plus cannot guarantee they will be available at this repair center. If a member chooses to have the vehicle carried/towed to a location beyond these limits, additional costs are the member’s responsibility. Auto-Plus cannot guarantee the parts will be in stock or that repairs will be immediate. The cost of repairs is the member’s responsibility. Unless included under a specific membership **RECOVERY IS NOT INCLUDED**, additional costs are the member’s responsibility.

Membership

Your membership package with Auto-Plus becomes activated after a 72 Hour approval period from the time the package registration is submitted either by telephone or online. Coverage is valid for a one year term. For example, if your coverage commenced on 11th

October 2016, it would be valid until midnight on 10th October 2017.

There is a 7-day money back guarantee from the time of registration or renewing your Auto-Plus membership, only if you haven’t used any of your membership services. Handling charges of 25% plus any discount you have received upon registration will be deducted from your refund.

If your membership is cancelled by you at any time after the expiry of the 7-day money back guarantee period, no refund will be issued under any circumstances.

Your membership may be upgraded at any time, provided that the membership has not been used prior to the upgrade request. The member must pay the full difference between the initial membership fee and the upgraded membership fee. The expiry date of the upgraded membership is the same as the initial membership.

Any correspondence from Auto-Plus to the member including account status, membership status, offers, notification, promotions will be conducted according to the contact details provided by the member upon registration. Members are obliged to update their contact details in case of any change and have no objection about receiving these correspondences.

Auto-Plus reserves the right to cancel any membership for any reason, at any time, whatsoever effective at the time of cancellation either by telephone or online. If Auto-Plus elects to cancel a membership, Auto-Plus will email/mail a cancellation notice to the address of the member as indicated on their membership registration or such updated address as the member has provided to Auto-Plus, along with a pro-rata refund of the membership fee, if applicable.

Benefits & Services

Depending on the type of your membership package, you are entitled to different benefits. Further explanations of the benefits are described in the “Definitions” portion of this section.

Definitions

The terms as used in the Membership Package Benefits have the meaning as set out below:

Area of Coverage

Auto-Plus is covering the city rings of 3 main cities in Kurdistan (Erbil, Sulaymaniyah and Duhok) and the main connection routes between these 3 cities as marked within below maps. **Outside of the city ring is not covered**

by any Rescue Motorbike or Rescue Car. If a member is travelling or resident outside of these city rings, only carry/tow are sent. In this case, if a member is eligible for a carry/tow service, the initial fee of the carry/tow service is covered by Auto-Plus and only a KM fee for the distance outside of the city ring between the location of nearest available carry/tow truck and the member’s current location plus the distance of the member to the nearest garage is the responsibility of the member and to be paid on spot. However, if the member is no more eligible for a carry/tow service, then the clause **Maximum Callouts Exceeds** applies. **Members who are travelling or resident outside of the city ring but not on the main connection routes, as per below maps, acknowledge that Auto-Plus cannot perform in these regions.**

General Breakdown Service

Auto-Plus will work with our network of Service Providers to arrange an onsite “troubleshooting” of a minor mechanical breakdown of the vehicle including “Fuel

Pump”. Auto-Plus accepts no liability for the acts of the Service Provider in providing this assistance. This service is not meant to replace the service or repair of a qualified mechanic, nor does it include the delivery or installation of any new parts.

Carry/Tow Service:

Auto-Plus will work with our network of Service Providers to arrange carry/tow service. The Service Provider will carry your vehicle using a flatbed truck and standard equipment, within the distance limits

established in the membership package selected. If the **Carrier Vehicle** is not suitable to accomplish the job, a suitable **Towing Vehicle** will be sent. Note that coverage does not include costs associated with accident clean up, waiting time and/or vehicle storage fees. All other conditions, restrictions and limitations on service set out in this document also apply to this service. Regardless of anything to the contrary in this document, or in your benefits package, please note that **Auto-Plus will cover carry/tow cost up to the city ring. Any extra distance charges are under the member’s responsibility.**

Battery Jump Start Service

Auto-Plus will arrange an onsite battery jump start service. The mechanic will attempt to restart your vehicle by boosting the vehicle’s battery. If the vehicle will not start, a

carry/tow service may be provided (please refer to Replacement/Subsequent Service clause). No more than one battery boost permitted every 21 days.

Fuel Delivery Service

Auto-Plus will arrange an onsite fuel delivery service either with Rescue Motorbike or Rescue Car or by our network of Service Providers. We will deliver an emergency supply of fuel. For safety reasons, we are unable to deliver propane. Should you require diesel fuel, we will either provide diesel or carry/tow your car to a diesel service station within the distance limits established in the membership you selected (extra distance charges may apply). Costs for the fuel delivered differ depending on the type of fuel and current market value. Fuel Delivery is based on availability as some Service Providers may not carry fuel due to insurance and safety regulations. If fuel is unavailable, a carry/tow service to the nearest gas station will be provided under the membership package guidelines (please refer to Replacement/Subsequent Service clause).

Locked-Out Service

Auto-Plus will work with our network of Service Providers to arrange locked-out service. The Service Provider will attempt to open your vehicle using standard, non-locksmith locked-out servicing equipment. Member is solely responsible for any damage resulting from this entry attempt. If keys are locked in the trunk and there is access to the trunk from the passenger compartment through a trunk release or fold-down seats, the Service Provider will unlock the doors using locked-out service equipment. If the attempt to access the car failed, a car carrier to the closest service center will be covered under the membership package guidelines (please refer to Replacement/Subsequent Service clause).

Flat Tire Change

Auto-Plus will arrange an onsite flat tire service either with Rescue Motorbike or Rescue car or by our network of Service Providers. The Service Provider will attempt to remove your flat tire and install your spare tire, provided the spare is in safe operating condition. If the spare wheel is not safely operable, our Service Provider will try to repair it onsite or carry/tow it to the nearest Tire Shop (Repair Cost to be covered by the member) to be repaired or a car carrier can be provided within the distance limits established in the membership you selected (please refer to Replacement/Subsequent Service clause). The mounting or dismounting of chains is not covered under this program. If flat tire change is required while the vehicle is disabled on a busy highway and/or intersection, the vehicle will first be towed to a safer location and the flat tire will then be replaced.

Fuel Pump Service

Auto-Plus will work with our network of Service Providers to arrange a Fuel Pump Repair. Depending on the type of the car and other conditions, Service Provider will attempt either to repair or replace the Fuel Pump on site at the member's cost which has to be paid on spot; members are solely responsible for any consequences resulting of this attempt. If professional repairs are required, a car carrier may be provided to carry/tow it to the nearest garage (please refer to Replacement/Subsequent Service clause). **Regardless of the membership package benefits, the full costs of a Fuel Pump Service have to be covered solely by the member each time it occurs.**

Recovery/Winch Service:

Auto-Plus will work with our network of Service Providers to arrange recovery/winch service. The Service Provider will attempt to recover eligible vehicles from any ditch, mud, sand or snow, provided it has become stuck in an area immediately adjacent to a regularly maintained asphalt or gravel road (to a maximum of 5 meters) and can be safely reached with standard automobile servicing equipment. Off Road recovery of a vehicle which cannot be reached from an asphalt or gravel road cannot be guaranteed. Some conditions and charges apply.

Free Courtesy

Auto-Plus will work with our network of Rental Car Providers to provide a Free Courtesy Car in case that a member is involved in a car crash wherein the car becomes not drivable anymore and Auto-Plus has carried/towed the car to a respective garage. Depending on the membership package limitations, member would become eligible for a rental car voucher, so member stay's mobile. In case a member wishes to keep the rental car for a longer duration than membership limitations, the additional time will be charged to the member with a special discount for Auto-Plus Members. **Rental Car Provider's Terms & Conditions apply.**

General Terms & Conditions of Benefits

Maximum Callouts Exceeded

In the event that a member exceeds the maximum number of callouts permitted for a particular service within membership package, Auto-Plus shall continue to provide service to the member on the express understanding that all costs associated with callouts over and above the maximum allowable number of callouts will be charged to the member.

Replacement / Subsequent Service

Replacement Service: Due to certain circumstances Auto-Plus might elect to replace a service with another service. In this case; the "Replacement Service" only will be deducted from the member's package ("Maximum Callouts Exceeded" applies for the Replacement Service).

Subsequent Service: If the completion of the first Service attempt was not possible, a car carrier to the closest service center will be covered under the membership package guidelines. Both services are deducted from the member's package ("Maximum Callouts Exceeded" applies for each of these services).

Service Provider

The services provided under your membership are generally performed by our network of Service Providers. The Service Providers are independent contractors retained and paid by Auto-Plus. Auto-Plus takes steps to ensure that the Service Providers are qualified and provide proper service to Auto-Plus members, but ultimately the Service Provider is responsible for the work performed. Any consequential loss or damage which is result of some action or lack of action of the Service Provider is not under the responsibility of the Service Provider and / or Auto-Plus. Please refer to (“Limitation of Liability”).

Service during Severe Weather

When severe weather conditions prevail, service might be suspended till it recovers into workable conditions. In this case, service may be delayed and might result in heavy demand for roadside assistance. Under these conditions, carry/tow and other services may be limited to the nearest repair garage at the discretion of Auto-Plus. In addition, members calling from an exposed or unsheltered area will be given priority over members requesting service from the safety of a home or office ...etc.

Limits of Policy

This membership is not to be used for the following purposes:

- This membership is not intended for use as a maintenance or service program.
- Members whose roadside assist service is covered by their insurance provider; but the roadside assist is not operated by Auto-Plus.
- Carry/Tow your vehicle from a repair facility because you did not approve of the quoted cost of repairs. In this case members expressly understand that extra Carry/Tow Service is fully charged to the member.
- Provide second or additional Carries/Tows by an Auto-Plus Service Provider on the same breakdown (for example: Auto-Plus will not carry/tow your vehicle from one repair facility to another, or carry/tow your vehicle home then carry/tow it to a repair facility at a later date). In this case members expressly understand that extra carry/tow service is fully charged to the member.
- Shovel snow to free or gain access to a snowed-in vehicle.
- Pay for the cost of a new tire or installation of a new tire or wheel, or install or remove snow tires, chains, etc.
- Pay for the cost of any installed parts, labor, supplies or materials.
- Transport you to your disabled vehicle or to any destination after emergency service has been provided, except as specified in the membership benefits.
- Pay for the cost of any incidental expenses such as accommodation, meals, vehicles, rentals, etc. as a result of your vehicle’s breakdown, except as specified in the membership benefits.

- Provide service to any vehicles in excess of (2,600 kg), all-terrain vehicles, snowmobiles, dune buggies, trailers of any description, taxicabs, loaded pick-ups, vans, mini vans, armored vehicles, tow trucks, snow plows, tractors, limousines, boats, and dual-wheeled vehicles, vehicles used for competition, vehicles used for public transportation, vehicles used for fleet, vehicles or machineries used for construction, unlicensed vehicles and impounded or theft-recovered vehicles, except as specifically permitted by your membership.
- If a service is required within the first 72 hours of purchase or a membership has been renewed after original expiry, Auto-Plus will still perform the required service (all membership types included). The member is responsible for the full cost of this service.
- Tow a vehicle to or from a scrap yard, police impound or towing compound of the city.
- No services will be provided to vehicles which require assistance in logging camps, agricultural lands and fields, oil fields/ patches, gravel pits, beaches, hiking trails, mining camps and or the roads, trails, paths in or out.
- Due to Insurance and Safety Reasons Auto-Plus cannot carry/tow any vehicle that has a leaking or punctured fuel tank.
- **Provide repeated service calls for a vehicle that in the sole opinion of Auto-Plus; needs routine maintenance or repairs.**
- Provide service to unattended vehicles. A licensed driver must be present when service is being rendered.
- Provide slow battery charging at roadside, or cover the cost of such charge at any time thereafter.
- Cover the cost of locksmith services for key cutting, lost and/or broken keys or unlocking the vehicle trunk, except as specified in the membership benefits.
- Cover the cost of additional carrying/towing mileage, storage/impound fees, medium/heavy duty towing equipment and any other incidental charges which are over and above the limitations established in the membership you selected.
- Provide any towing in connection with the provision by a member of mechanic or similar services; whether for profit or not.
- In the event a member uses, or attempts to use the services of Auto-Plus for any purpose for which the membership is not intended, Auto-Plus may:
 - A. Demand full reimbursement for such services provided, and the member hereby agrees to reimburse Auto-Plus for all costs for services provided outside of the terms of their membership; and
 - B. Immediately cancel the membership, with no refund payable to the member. The pro-rata amount of fees held after the membership is cancelled shall be deemed liquidated damages, but shall not preclude Auto-Plus, in its sole discretion, from seeking further damages from the member if Auto-Plus deems it to be appropriate in the circumstances.
- **Limit one Service Carry/Tow call per 24 hour period.**
- **Auto-Plus Roadside Assistance does not provide Services or Carrying/Towing to any vehicle model age more than 10 Year Old.**

Limitation of Liability

Auto-Plus strives to be the finest emergency Roadside Assistance Service Provider network across Kurdistan Region and Customer Satisfaction is our Highest Priority. However, since the Service Providers are independently owned and operated, Auto-Plus cannot assume liability for:

- any loss or damage to a member's vehicle or personal property; a loss of time or inconvenience; rental or replacement of vehicle required as a result of the actions of a Service Provider; or personal injury or any other special, incidental, consequential, or punitive damages, howsoever caused.
- In some cases (i.e. requiring the use of specialty equipment or service to a damaged vehicle resulting from an accident), the Service Provider may ask the Auto-Plus member to sign a waiver prior to providing service. The Service Provider may refuse service if the waiver is not signed.
- If any damage has occurred to your vehicle, please contact the Service Provider directly to solve the problem as quickly as possible. Any such loss or damage should be reported immediately to the proprietor of the facility that rendered the service and/or to your insurance company before any necessary repairs are carried out.
- After speaking with the Service Provider, if you require further assistance, please call Auto-Plus Customer Service at +964 (66) 260 8000
- Auto-Plus assumes no liability for fraudulent use of your membership card in the event it is lost or stolen.

Amendments to Membership Terms & Benefits

Auto-Plus reserves the right to amend the terms and conditions and/or benefits of the membership at any time. Auto-Plus will provide thirty (30) days advance notice before any change to the membership which may materially affect the benefits and services provided in your membership. Upon receipt of the notice of change and none of the membership services have been used, the member may cancel their membership and receive a pro-rata refund of their yearly fees, minus 25% and minus any discount they may have received upon registration.