

# Terms and Conditions

Canada’s Auto Remedy Inc. (CAR) will be referred to as CAR throughout the rest of the terms and conditions herein.

## Governing Law

This agreement shall be governed by the laws of the province or territory in which the member resides.

## Force Majeure

CAR shall not be liable for delays or failure to perform due to events beyond its reasonable control.

## Dispute Resolution

Any disputes arising from this agreement shall be resolved in the courts of the member’s province of residence.

## Membership Overview

Membership provides access to vehicle maintenance support services, including maintenance logging, informational service reviews (non-professional), and eligibility to receive Maintenance Credits that may be applied toward routine maintenance services, subject to clearly defined eligibility criteria outlined in this agreement.

## Tier and Pricing

| Tier       | Monthly Fee              | Maximum Annual Membership Credit Balance     | Benefits                                                                                                                                |
|------------|--------------------------|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Essentials | \$50 + 5% tax/mo/vehicle | \$500/year                                   | Maintenance logging, informational service reviews (non-professional), loyalty rewards, and eligibility for Maintenance Credit balance. |
| Standard   | \$95 + 5% tax/mo/vehicle | \$1,000/year including 25% (\$300) for tires | Maintenance logging, informational service reviews (non-professional), loyalty rewards, and eligibility for Maintenance Credit balance. |

## Maintenance Credits

**“Maintenance Credits”** means a conditional non-cash, non-transferable membership benefit that may be applied toward eligible routine maintenance services, subject to approval and the terms of this agreement. Maintenance Credits have no cash value, cannot be redeemed for cash, and expire at the end of the membership term.

## Pre-approval Clause

Members must request approval from CAR prior to performing maintenance services for which they intend to apply Maintenance Credits. Requests submitted without prior approval may be ineligible for credit allocation, unless otherwise required by applicable consumer protection laws.

## Allocation of Membership Credits

Request approval from CAR for any work you wish to have performed prior to getting it completed. Requests submitted without prior approval may be ineligible for Maintenance Credit allocation, unless otherwise required by applicable consumer protection laws.

Maintenance and repairs must be performed at a licensed automotive repair facility holding a valid licence issued by the Automotive Business Regulation under the authority of the Alberta Motor Vehicle Industry Council (AMVIC), or the equivalent regulatory authority in the member's province or territory of residence. Facilities operating without the required licence are not eligible for Maintenance Credit allocation.

After the repair is completed, submit all paid repair orders and documentation to CAR. We will allocate the approved Maintenance Credit of eligible repairs performed on the vehicle that is covered by this Agreement up to the amount previously approved by CAR.

After confirmation of the repair order with the preapproved request, the allocation will be provided to the member within seven (7) days of receiving the paid repair order.

CAR is not responsible for the actions or performance of third-party service providers.

## Loyalty Rewards

Loyalty Rewards are earned on Day one (1) and are **separate from the Maintenance Credits**. At membership renewal, members may receive a **loyalty reward equal to \$50 up to a maximum of \$150** which will be added to the maximum Maintenance Credit for the tier selected.

Loyalty rewards are **promotional incentives only, non-cash, non-transferable, and apply only to eligible routine maintenance and normal wear and tear**. Loyalty rewards expire at the end of the renewed membership year.

## Renewal Clause

No less than forty-five (45) days before the end of the current term, CAR will send written notice to the member's last known email address setting out the renewal fee and clear instructions for opting out of renewal. Members may also cancel at any time in accordance with this agreement. Failure to opt out before the specified time will result in a renewal of this agreement for a successive one-year term.

## General Terms

Membership fees are non-refundable except as required by law. All services, benefits, and rewards are provided subject to program terms. From time to time, CAR may update program terms, tiers, or available benefits at its discretion, with at least thirty (30) days written notice to members delivered via email to member's email address. In the event of any material changes to program terms, tiers or available benefits, member's may opt for immediate penalty free cancellation.

Members become eligible for Maintenance Credit allocation from the Commencement Date, provided the account is in good standing and enrollment confirmation has been completed in accordance with the Enrollment Confirmation section of this agreement.

## Enrollment Confirmation

Upon enrollment, CAR will send a written enrollment confirmation to the member's registered email address within five (5) business days of the Commencement Date. The enrollment confirmation will identify the vehicle(s) covered by the agreement, the membership tier selected, the Commencement Date, and the contact information for submitting Maintenance Credit requests.

Members are required to provide the following information at the time of enrollment solely for the purpose of verifying vehicle ownership, matching maintenance requests to the correct registered vehicle, and establishing the maintenance log:

- Vehicle Identification Number (VIN);
- valid vehicle registration; and
- disclosure of all other service agreements, factory warranties, or limited warranties which may cover a service or repair eligible under this agreement

This information is used for administrative and program integrity purposes only. It does not constitute a vehicle condition assessment, a vehicle risk evaluation, or underwriting of any kind. Maintenance Credits attach from the Commencement Date and are not contingent upon approval of enrollment documentation beyond receipt and administrative verification.

## Emergency Maintenance Protocol

Where a vehicle requires immediate maintenance that poses a genuine safety risk and it is not reasonably practicable for the member to obtain pre-approval before service is performed, the member may proceed without prior approval and submit a retroactive Maintenance Credit request in accordance with the following conditions:

The member must notify CAR of the emergency service as soon as reasonably practicable and in any event within forty-eight (48) hours of the service being performed;

- The service must fall within the Eligible Services listed in this agreement;
- The service must have been performed at an AMVIC-licensed facility; and
- The member must submit the paid repair order and all required documentation within fourteen (14) days of the service date.

CAR will review retroactive emergency requests on the same basis as pre-approved requests. Approval is not guaranteed and remains subject to all other eligibility requirements in this agreement. This provision does not apply to routine or scheduled maintenance that could reasonably have been planned in advance. You will be responsible for all costs and expenses where CAR does not approve your request.

## Privacy Clause

CAR will never sell, lease, or trade your insurance or registration data to third party marketers or insurance brokers.

All sensitive documents are stored in a physically secured, restricted access facility including locked, metal cabinetry. The documents provided are retained for the duration of the membership. Upon account termination, sensitive document images are purged from our active servers within thirty (30) days, unless required for legal or tax auditing purposes.

By uploading these documents, the member provides consent for CAR to verify the authenticity of the information provided to prevent fraud and ensure plan integrity.

Members have the right to access, correct, or withdraw consent for their personal information, subject to legal and contractual restrictions. CAR complies with applicable privacy legislation, including the Personal Information Protection and Electronic Documents Act.

## Security Breach Notification

We implement reasonable administrative, technical, and physical safeguards designed to protect personal information against unauthorized access, use, disclosure, alteration, or destruction.

In the event of a breach of our security safeguards involving personal information under our control, we will promptly investigate the incident and take reasonable steps to contain, mitigate, and remediate the breach.

Where we determine that the breach creates a real risk of significant harm to an individual, we will comply with all applicable legal requirements, including those under the *Personal Information Protection and Electronics Documents Act* (Canada), and substantially similar provincial privacy laws, including Alberta's *Personal Information Protection Act*.

This may include, as required:

- Reporting the breach to the appropriate privacy regulator(s) without unreasonable delay;
- Notify affected individuals as soon as feasible or as otherwise directed by applicable law or regulatory authorities; and
- Maintaining records of the breach in accordance with legal obligations.

Any notification to individuals will include, to the extent known at the time:

- a description of the circumstances of the breach;
- the date or period during which the breach occurred;
- the types of personal information involved;
- the potential risks of harm;
- the steps we have taken to reduce or mitigate harm;
- steps individuals can take to protect themselves; and
- contact information for further inquiries.

Notification may be provided directly (e.g., by email, telephone, or mail) or indirectly (e.g., by public notice), as permitted by applicable law and, where applicable, in accordance with instructions from regulatory authorities.

We maintain records of all security breaches involving personal information as required by applicable law.

## Eligible Services

Subject to the provisions of "Membership Holder's Responsibility" below, the following tasks and restorations are provided as Eligible Services under your Maintenance Credits, subject to the maximum credit limits. The timing of replacements are estimates and may vary based on driver habits, and climate conditions.

## Gas Vehicles

- Oil and filter changes (typically every 5,000km – 8,000km) – Capped at \$200/service

- Tire Services: regular tire rotations (every 10,000km – 12,000km), balancing, and pressure checks – Capped at \$75/service
- Fluid replacement/Top-ups: transmission fluid, coolant, power steering fluid, brake fluid (every 6 months or 8,000km – 10,000km) – Capped at \$175/service
- Brake inspection & service: checking brake pads and rotors (inspect every 12 months, 20,000km – 24,000km) (replace every 50,000km – 100,000km) – Capped at \$600/service
- Filter replacements: engine air filters and cabin air filters (replace annually or every 15,000km – 25,000km) – Capped at \$50/service
- Battery testing: checking for corrosion and testing voltage (every 6–12 months, replace every 3–5 years or 50,000km – 65,000km) – Capped at \$40/service
- Belt and hose inspections: checking for cracks and/or leaks in the serpentine and timing belt and cooling hoses (inspect every 6 months (16,000km), replace every 4–5 years (100,000km)) – Capped at \$150/service
- Light bulbs: headlight, taillight and signal lights (replaced as needed) – Capped at \$50/service
- Spark plugs – Capped at \$100/service
- Windshield wipers – Capped at \$40/service
- Tires – Replaced every 3–5 years (40,000km – 70,000km) – Capped at \$1,200/service (only for Standard, Elite and Premium Tiers)
- Software Updates – only when required as part of an approved maintenance or repair service and performed by manual installation by a qualified technician. Does not include optional upgrades or feature enhancements. – Capped at \$150/service

## Hybrid Vehicles

- Oil and filter changes (typically every 8,000km or every 12 months) – Capped at \$200/service
- Engine air filter changes (typically every 10,000km – 16,000km) – Capped at \$50/service
- Dual Cooling System inspection (every 6 to 12 months or every oil change) and fluid flushes (typically at 10 years (160,000km) then every 5 years (80,000km) thereafter) – Capped at \$150/service
- High Voltage battery air filters cleaning or replacement (if applicable) (every 6 months, replace every 2 years) – Capped at \$75/service
- Transmission Fluid checks or fluid replacement (every 12 months (24,000km)) – Capped at \$175/service
- 12V Battery – replace every 3–5 years – Capped at \$200/service
- Underbody cleaning (annual or semi-annual flushing) – Capped at \$150/service
- Software updates – only when required as part of an approved maintenance or repair service and performed by manual installation by a qualified technician. Does not include optional upgrades or feature enhancements. – Capped at \$150/service
- Spark plugs – Capped at \$100/service
- Windshield wipers – Capped at \$40/service
- Tires – Replace every 3–5 years (40,000km – 70,000km) – Capped at \$1,200/service (only for Standard, Elite and Premium Tiers)

## Electric Vehicles

- Liquid Coolant flushes (typically every 5 years (240,000km)) – Capped at \$200/service
- Brake Lubrication and Flush (every 2 years) – Capped at \$150/service

- Cabin Air Filters (replaced every 15,000km – 30,000km) – Capped at \$50/service
- 12V Battery – replace every 3–5 years – Capped at \$200/service
- Underbody cleaning (annual or semi-annual flushing) – Capped at \$150/service
- Software updates – only when required as part of an approved maintenance or repair service and performed by manual installation by a qualified technician. Does not include optional upgrades or feature enhancements. – Capped at \$150/service
- Windshield wipers – Capped at \$40/service
- Tires – Replace every 2–3 years (30,000km – 50,000km) – Capped at \$1,200/service (only for Standard, Elite and Premium Tiers)

### Ineligible Services (including but not limited to)

As a maintenance and service agreement, this contract strictly excludes all component failures, engine/transmission failures, and inherent manufacturer defects. CAR is not responsible for costs related to:

- Any loss caused by negligence, misuse, abuse, or failure by the Purchaser to perform required servicing, or any mechanical failure caused by the lack of proper and necessary amounts of coolant or lubricants.
- Repairs and/or replacements not authorized by CAR, or loss due to any mechanical alterations to the vehicle not recommended by the manufacturer of the vehicle.
- Any loss or expense for towing, road service, storage, rental vehicles, or for repairs or replacement of any parts not included in this agreement.
- Any loss caused by auto accident, collision or upset, breakage of glass, missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, civil commotion, lightning, nuclear contamination, freezing, smoke, or from any other cause whatsoever except as provided in this agreement.
- Any mechanical breakdown which is the direct result of a mechanical or structural defect, when the manufacturer has announced its responsibility for the defect by a recall or campaign for the purpose of correcting the defect.
- Any loss or repair if the described vehicle has been used for competitive driving or racing, or if used for pulling a trailer with towing capacity in excess of manufacturer specifications, unless specifically identified as a Commercial Use Vehicle.
- After-market or non-factory supplied accessories and/or components or parts which do not meet or exceed manufacturer specifications; installed after issue date of this agreement.
- Any loss, repair or replacement if the odometer has been tampered with, altered, or broken, after the effective date of this agreement.
- Any component failure occurring.
- Any mechanical breakdown which is caused by the failure of a component or part.
- Towing and rental vehicle charges incurred due to the failure of a component or part.
- Any further damage to the vehicle due to the failure to protect it shall not be recoverable. Continued operation of the vehicle after a Component failure occurs shall be considered failure to protect the vehicle.
- Where another service agreement, factory warranty, or limited warranty also covers a service or repair eligible under this agreement, Maintenance Credits will apply only to the portion of the cost not covered by the other agreement or warranty. This program does not coordinate with automobile insurance policies. Any person or vehicle not residing or registered in Canada.

### Ineligible Vehicles

Any import vehicle that has not been originally manufactured to Canadian specifications, and/or has been imported through means other than factory authorized importer or distributor, commonly known as "Gray Market" automobiles.

Vehicles for which the title has been branded such as salvage, junk, totaled, flood, fire or water damaged.

## Liability Clause

To the extent permitted by applicable law, CAR shall not be liable for any indirect, incidental, or consequential damages. CAR's liability is further limited as follows:

- The liability of CAR shall in no event exceed the annual service limit of the member's chosen tier. However, if you are the second owner (i.e. this agreement was transferred to you under the transfer provisions contained herein) the total of all benefits earned under this agreement shall not under any circumstances exceed service limit of the original member's chosen tier less the total amount of credit allocation used prior to the date of transfer. A copy of bill of sale may be requested for verification.
- To the extent permitted by applicable law, CAR shall not be liable for any incidental or consequential losses or damages including, but not limited to, property damage, loss of use of the described vehicle, loss of time or wages, inconvenience, commercial loss, lodging and meals or for the breach of any express or implied warranty arising by operation of law.
- This agreement applies only to the purchaser and the vehicle(s) described on the Service Agreement. It may be assigned or transferred to someone the purchaser sells the vehicle to while this agreement is still in force. This can be done only if, within fifteen (15) days of a change of ownership, the purchaser sends to CAR the validated maintenance record for the required servicing, a copy of the bill of sale, and a \$100.00 transfer fee. If the new purchaser does not want to continue with the agreement at the time of transfer, then the agreement is deemed to be cancelled.
- The obligations under this service agreement are backed solely by the full faith and credit of Canada's Auto Remedy Inc. (CAR). If CAR is unable to fulfill its service obligations within sixty (60) days after you have submitted a validated service request in accordance with this agreement, you may contact CAR management directly at [car@canadasautoremedy.com](mailto:car@canadasautoremedy.com) or by writing to 12012 Canfield Road SW, Calgary, AB T2W 1V2.

## Transferring Agreement

If you sell the covered vehicle or there is any other change in the ownership of your vehicle, this agreement will terminate, unless a transfer is requested. You may apply for a transfer of the remaining agreement under this agreement to the new owner, within fifteen (15) days of the change in the vehicle ownership. You must notify CAR at [car@canadasautoremedy.com](mailto:car@canadasautoremedy.com) or in writing to 12012 Canfield Road SW, Calgary, AB T2W 1V2 of your request to transfer this Agreement. Upon notification of your request to transfer, CAR will send to you a transfer form.

You must include a transfer fee of \$100 + applicable taxes and the following:

- The completed transfer form with the name and address of the purchaser,
- A copy of the bill of sale or sales contract showing the date at the time of sale.

CAR has the discretion to approve or reject such application. You will be notified in writing if a transfer was accepted, or if your agreement was terminated. Copies of all maintenance records showing actual oil changes and manufacturer's required maintenance must be given to the new owner (can be supplied by CAR upon request, if maintenance logging service was used). The new owner must retain these records and is subject to the maintenance requirements as specified in this agreement. This agreement

may not be assigned to a new or used vehicle dealer or anyone other than an individual purchasing your vehicle for personal use.

\*All documentation will be stored as per the Privacy Clause.

## Terminations and Refunds

- Notwithstanding any provision to the contrary, this agreement may be cancelled by the original purchaser by providing written notice to CAR at any time. CAR will not cancel the agreement retroactively if the vehicle covered by this agreement is disposed of prior to CAR receiving a written request to cancel the agreement.
- Subject to the provisions under "Cancellation Fee" below, if a holder returns the service agreement in seven (7) days or less after the agreement date, CAR will refund the full monthly fee of the agreement with no administrative closing fees; if the holder returns the service agreement in seven to thirty (7–30) days, CAR will refund the full purchase price, less an administrative closing fee of \$100. If the holder returns the service agreement after thirty (30) days, then the administrative closing fee of \$100 will be applied. This fee covers the costs of account reconciliation, service record finalization, and administrative closure.
- Subject to the provisions under "Cancellation Fee" below, a refund of one month will be provided to the holder in the event a payment was taken after the termination date and/or the transfer date is in effect.
- Upon the effective date of cancellation or termination, all eligibility for the Maintenance Credits and Loyalty Rewards shall cease immediately. Any service invoices with a "Date of Service" following the termination date will not be eligible for use against the Maintenance Credits. CAR will only process approved, validated service requests that were performed and submitted prior to the final termination date.

- **Cancellation Fee**

Notwithstanding any provision to the contrary, in the event of cancellation, in no event will the Maintenance Credits allocated and paid to the purchaser during the term of this Agreement exceed the dollar value of the total membership fees paid (net of any refunds specified above), and as a condition to accepting the purchaser's request for termination, the purchaser shall pay the amount equal to the positive difference between the Maintenance Credits allocated and paid to the purchaser during the term of this Agreement exceed the dollar value of the total membership fees paid (net of any refunds specified above).

## Cancellation by CAR

CAR may cancel the agreement prior to the expiration of the term for the following reasons: (a) non-payment of the subscription fee (b) material misrepresentation by the member, or (c) failure to comply with the terms and conditions herein.

- Notice of Cancellation – For any cancellation under this section, CAR will provide at least fifteen (15) days' written notice to your last known email or physical address, stating the reason for the cancellation.
- Non-Payment – if cancellation is due to non-payment, the agreement will terminate fifteen (15) days after the notice is issued unless the balance is cleared.
- NSF charges – any returned payments will incur a \$25.00 administrative fee + applicable taxes.
- Collections – in the event of a sustained default in payment exceeding thirty (30) days, CAR reserves the right to refer any outstanding balances – including accrued subscription fees, applicable taxes, and administrative NSF charges – to a third-party collection agency. Such

referrals will be conducted in strict accordance with the Alberta Collection and Debt Repayment Practices Regulation and the equivalent debt collection legislation of the province or territory in which the member resides. Members will be provided with at least fifteen (15) days' final written notice of the intent to refer the account to collections.

- In the event of a referral to a third-party collection agency, the member acknowledges that CAR will share only the necessary personal information including contact details and the verified debt amount required to facilitate recovery, in compliance with provincial and territorial privacy standards.

## **Membership Holder's Responsibility**

### **Membership Requirements**

You must provide CAR with a copy of the application, current banking information, current registration for the vehicle you wish to have services for. Failure to provide these documents will make you ineligible for enrollment.

### **General Maintenance Requirements**

Subject to the provisions under "Maintenance Grace Period" below, you must have your vehicle checked and serviced in accordance with the manufacturer's recommendations as outlined in the Owner's Manual provided by the manufacturer of your vehicle. Your vehicle Owner's Manual lists different servicing recommendations based on your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to your conditions.

### **Maintenance Requirements (Vehicles with more than 65,000 km)**

Subject to the provisions under "Maintenance Grace Period" below, and notwithstanding the provisions under "General Maintenance Requirements" above, you must every four (4) months or 5,000 km, whichever comes first, change engine oil and oil filter, lubricate from suspension and steering linkage; and every twelve (12) months or 15,000 km, whichever comes first, service transmission for adjustments and change fluid and filter, change differential fluid, flush cooling system.

### **Maintenance Grace Period**

Where the Owner's Manual specifies a time period or elapsed driving distance for a required service, or where the member has obligations under "Maintenance Requirements (Vehicles with more than 65,000 km)" above, the member must have that service performed no later than six (6) weeks after the outermost recommended date and no more than one thousand five hundred (1,500) kilometres beyond the outermost recommended distance. Service performed within this grace window remains eligible for the use of Maintenance Credits, and service performed outside it is ineligible and may result in the suspension of service eligibility.

### **Proof of Maintenance Log**

It is required that you retain "proof" of maintenance for the service and/or repair work on your vehicle, regardless if work was performed by you or a repair facility. "Proof" means repair orders from your Licensed Repair Facility for oil and filter changes, coolant top ups, fluids and filters, etc. Repair orders must be readable and understandable with customer complaint and repair diagnosis, parts, labour hours.

Vehicle identification number, date, vehicle mileage, your name and signature, repair facility name, address and phone number, repair totals, and method of payment to satisfy the repair order.