

## 1. Terms and Conditions of Use

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These Terms and Conditions of Use (**Terms**) govern the access or use by you of mobile applications, websites, content, products and services (**Services**) made available by My Driver Direct Pty Ltd ACN 613 881 995 (**MDD**). For the avoidance of doubt the website is located at the internet address [www.mydriverdirect.com](http://www.mydriverdirect.com) (**Website**).

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and MDD. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you.

Supplemental terms may apply to certain Services, such as policies for an event, activity or promotion and such supplemental terms will be disclosed to you in connection with the applicable Services. If you use the applicable Services the supplemental terms are in addition to, and shall be deemed a part of, the Terms for the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

MDD may amend the Terms related to the Services from time to time. Amendments will be effective upon MDD's notification of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use to the Services after such notification constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in MDD's Privacy Policy which appears on the Website. MDD may provide to a claims processor or any insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include an accident, involving you and an independent third party transportation or logistics provider under agreement with MDD or certain MDD affiliates (**Third Party Providers**) and such information or data is necessary to resolve the complaint, dispute or conflict.

## 2. The Services

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The Services constitute a technology platform that enables users of MDD's mobile applications or websites provided as part of the Services (each an **Application**) to arrange and schedule transportation and/or logistics services with Third Party Providers.

YOU ACKNOWLEDGE THAT MDD DOES NOT PROVIDE TRANSPORTATION OR LOGISTICS SERVICES OR FUNCTION AS A TRANSPORTATION CARRIER AND THAT ALL SUCH TRANSPORTATION OR LOGISTICS SERVICES ARE PROVIDED BY INDEPENDENT THIRD PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY MDD OR ANY OF ITS AFFILIATES.

## 3. License

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Subject to your compliance with these Terms, MDD grants to you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to:

- (a) access and use the Applications on your personal device solely in connection with your use of the Services; and
- (b) access and use any content, information and related materials that may be made available through the Services,

Any rights not expressly granted herein are reserved by MDD and MDD's licensors.

## 4. Restrictions on use

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The Applications and any content, information and related materials, must not be used in any unlawful way, or for any illegal purpose, or in any manner that infringes the rights of the MDD.

You may not:

- (a) remove any copyright, trademark or other proprietary notice from any portion of the Services;
- (b) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by MDD;

- (c) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law;
- (d) link to, mirror or frame any portion of the Services;
- (e) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services;
- (f) unduly burdening or hindering the operation and/or functionality of any aspect of the Services;
- (g) attempt to gain unauthorised access to or impair any aspect of the Services or its related systems or networks;
- (h) incorporate any of the Applications or content, information or other related materials, into advertising or promotional Materials unless agreed to by MDD;
- (i) tamper with, hinder the operation of, or make unauthorised modifications to Applications or content, information or other related materials;
- (j) knowingly transmit any virus, worm or other disabling feature to or via the Applications or content, information or other related materials;
- (k) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- (l) advertise or offer to sell any goods or services, or conduct or forward surveys, contests, or chain letters from the Applications or content, information or other related materials;
- (m) delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded;
- (n) use the Applications or content, information or other related materials to send commercial, unsolicited or bulk electronic messages to anyone or in any other way which would constitute an infringement of the *Spam Act 2003* (Cth); or
- (o) use website name or any facilities available on the Applications or content, information or other related materials for any activities, or transmit to or via the Applications any information which:
  - i) breach any laws or regulations;
  - ii) breach these Terms;
  - iii) infringe a third party's rights (including intellectual property rights, rights of privacy or their trade secrets);
  - iv) are inappropriate, offensive, obscene, threatening, indecent, inflammatory, pornographic, defamatory or confidential;
  - v) are false or misleading;
  - vi) are discriminatory in breach of State or Commonwealth anti-discrimination legislation; or
  - vii) identify a person or which can be used to identify a person (including any copy, photos or other pictorial representations) unless you have obtained that person's authority; or
  - viii) attempt to do, or permit another person to do, any of the above acts.

Your access the Applications, content, information or other related materials at your own risk and you are responsible for compliance with the laws of your jurisdiction (in your home country) and these Terms.

## 5. Access the Website outside Australia

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We do not represent or warrant that Content on website name complies with the laws of any country outside of Australia. If you access website name from outside Australia, you do so at your own risk.

## 6. Third Party Services and Content

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The Services may be made available or accessed in contention with third party services and content (including advertising) that MDD does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. MDD does not endorse such third party services and content and in no event shall MDD be responsible or liable for any products or services of such third party providers.

Additionally, Apple Inc., Google Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

## 7. Ownership

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The Services and all rights therein are and shall remain MDD's property or the property of MDD's licensors. Neither These Terms nor your use of the Services convey or grant to you any rights:

- (a) in or related to the Services except for the limited license granted through these Terms; or
- (b) to use or reference in any manner MDD's company names, logos, product and service names, trade marks or services marks or those of MDD's licensors.

## 8. Your Use of the Services

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### (a) User Accounts and Information

In order to use most aspects of the Services you must provide information and there may be an opportunity to register for and maintain an active personal user Services account (**Account**). You must be at least 18 years of age to use the Services and to obtain an Account. You will be required to submit to MDD certain personal information, such as your name, address, email, mobile phone number and age. MDD may also require at least one valid payment method (either a credit card or accepted payment partner).

You agree to provide accurate, complete and up-to-date information to MDD and where an Account is established you will ensure that this information is accurate, complete and up-to-date in your Account. Your failure to provide accurate, complete and up-to-date information, including having an invalid or expired payment method on file may result in your inability to access and use the Services or MDD's termination of these Terms with you.

Where you have an account, you are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by MDD in writing, you may only possess one Account.

### (b) User Requirements and Conduct

The Services are not available for use by persons under the age of 18. You may not authorise third parties to use Services arranged using your information and you may not allow persons under the age of 18 to receive transportation or logistics services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer an Account to any person or entity. You agree to comply with all applicable laws when using the Services and you may only use the Services for lawful purposes (e.g. no transport of unlawful or hazardous materials). You will not, in your use of the Services, cause nuisance, annoyance, inconvenience or property damage whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services and if you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

### (c) Text Messaging

By requesting the services or creating an Account you agree that MDD or Third Party Providers may send you text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages by providing notice in writing. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

### (d) User Provided Content

MDD may, in MDD's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to MDD through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions (**User Content**). Any User Content provided by you remains your property.

However, by providing User Content to MDD, you grant MDD a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and MDD's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that:

- i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant MDD the license to the User Content as set forth above; and
- ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor MDD's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libellous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by MDD in its sole discretion, whether or not such material may be protected by law. MDD may, but shall not be obligated to, review, monitor, or remove User Content, at MDD's sole discretion and at any time and for any reason, without notice to you.

### (e) Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. MDD does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

## 9. Payment

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- (a) You understand that use of the Services may result in charges to you for the services or goods you receive from a Third Party Provider (**Charges**).
- (b) After you have Completed a booking request for the services or goods obtained through your use of the Service the Third Party Provider will give you an invoice for the Charges.
- (c) Payment must be made upon receipt of the invoice, or if expressly agreed in writing between you and the Third Party Provider prior, within 7 days of receipt of the invoice.

- (d) The Third Party Provider will invoice you as soon as reasonably practicable given the services being provided. In the case of services with a fixed quote the invoice may be provided prior to your use of the Services.
- (e) Should you not pay the Charges in accordance with these requirements in these Terms or as otherwise agreed in writing between you and the Third Party Provider, the Third Party Provider will be entitled to:
  - i) charge interest at a fixed rate of 15% per annum;
  - ii) charge an administration fee of 10% of the amount of the invoice payable, per year, or part thereof from the date the invoice was provided until payment is made; and
  - iii) suspend or terminate your ability to use the Services.
- (f) A processing fee of \$50.00 may be charged in the event of a dishonoured payment.
- (g) MDD may facilitate your payment of the applicable Charges on behalf of the Third Party Provider as such Third Party Provider's limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider.
- (h) Charges will be inclusive of applicable taxes where required by law.
- (i) To the extent permitted by law, Charges paid by you are final and non-refundable, unless reasonably determined by MDD.
- (j) You retain the right to request lower Charges from a Third Party Provider for services or goods received by you from such Third Party Provider prior to you receiving such services or goods. MDD will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service or good.
- (k) You acknowledge that the Third Party Provider retains the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in the Third Party Provider's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand.
- (l) You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee.
- (m) This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary.
- (n) After you have received services or goods obtained through the Service, you may leave additional feedback about your Third Party Provider by email to MDD at [info@mydriverdirect.com](mailto:info@mydriverdirect.com).

## 10. Repair or Cleaning Fees

You shall be responsible for the cost of repair from damage to, or necessary cleaning of, Third Party Provider vehicles and property resulting from the use of the Services under your Account in excess of normal "wear and tear" damages and necessary cleaning (**Repair or Cleaning**). In the event that a Third Party Provider reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by MDD in MDD's reasonable discretion, the Third Party Provider may require payment for the reasonable cost of such Repair or Cleaning. Such amounts will be directed to the applicable Third Party Provider and are non-refundable.

## 11. Provision of service

We may without notice suspend the Applications or disconnect or deny you access to any part of the Applications during:

- (a) any technical failure;
- (b) maintenance period that MDD decides to utilise;

- (c) if you do, or allow to be done, anything which in our opinion may have the effect of jeopardising the operation of the Applications;

MDD may make improvements and or changes to the Applications, content, information or other related materials at any time without notice to you. We do not warrant that the site architecture or navigation will not change now or at any time into the future.

## 12. Disclaimers, Limitation of Liability, Indemnity

- (a) Disclaimer

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." MDD DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, EXCEPT FOR THOSE IMPOSED THROUGH THE COMPETITION AND CONSUMER ACT 2010 (CTH).

IN ADDITION, MDD MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

MDD DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

- (b) Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW MDD SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF MDD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MDD SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF:

- i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR
- ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF MDD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MDD SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND MDD'S REASONABLE CONTROL.

YOU ACKNOWLEDGE THAT THIRD PARTY TRANSPORTATION PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH SOME REQUEST BRANDS MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED.

IN NO EVENT SHALL MDD'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE THOUSAND DOLLARS (\$1,000.00).

MDD'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS OR LOGISTICS SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT MDD HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR LOGISTICS SERVICES PROVIDED TO YOU BY

THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 5 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

(c) Indemnity

You agree to indemnify and hold MDD and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including legal fees on a solicitor and own client basis) arising out of or in connection with:

- i) your use of the Services or services or goods obtained through your use of the Services;
- ii) your breach or violation of any of these Terms;
- iii) MDD's use of your User Content; or
- iv) your violation of the rights of any third party, including Third Party Providers.

**13. Links from website name**

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- (a) MDD makes no warranties or representations that material or content on other websites to which the Applications are linked does not infringe the intellectual property rights of any person anywhere in the world.
- (b) MDD is not authorising infringement of any intellectual property rights contained in material or content on other sites.

**14. Copyright in Content**

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- (a) Unless otherwise indicated, MDD reserves all copyright in the Applications, subject to any open source license. MDD owns all such copyright or uses it under licence or applicable law.
- (b) Other than for the purposes of and subject to the conditions under the *Copyright Act 1968* (Cth) (or any other applicable legislation throughout the world), or as otherwise provided for in this copyright notice, no part of the Applications, their content, information or other related materials may in any form or by any means (including framing, screen scraping, electronic, mechanical, microcopying, photocopying or recording) be reproduced, adapted, stored in a retrieval system or transmitted without the prior written permission of MDD.

**15. Miscellaneous provisions**

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(a) Severance

If any part of these Terms are found to be void, unlawful or unenforceable then that part will be deemed to be severable from the balance of the document and the severed part will not affect the validity and enforceability of the remaining terms and conditions.

(b) Applicable Law

These Terms and Applications, their content, information or other related materials are governed by the law applicable in the State of Queensland, Australia.

(c) Jurisdiction

MDD and the User irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Queensland, Australia in the event of a dispute over these Terms.

(d) Waiver

If MDD does not act in relation to a particular breach by you of these Terms, this will not be treated as a waiver MDD of its right to act with respect to subsequent or similar breaches.

(e) Assignment

You may not assign or transfer these Terms in whole or in part without MDD's prior written approval. You give your approval to MDD for it to assign or transfer these Terms in whole or in part, including to:

- i) a subsidiary or affiliate;
- ii) an acquirer of MDD's equity, business or assets; or
- iii) a successor by merger.

(f) Relationship

No joint venture, partnership, employment or agency relationship exists between you, MDD or any Third Party Provider as a result of the contract between you and MDD or use of the Services.

(g) Entire agreement

These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter.

(h) In these Terms, the words "including" and "include" mean "including, but not limited to."