

GT DRT individual driver terms and conditions

This Services Agreement ("*Agreement*") constitutes a legal agreement between you, an individual ("*you*") and Get There DRT Pty Ltd, having its offices at 450 Graham Street, Port Melbourne VIC 3207, CAN 624 441 532. ("*GT*").

GT provides the GT Services (as defined below), a technology platform that enables you (once authorized by GT) to seek, receive and fulfil requests for transportation services from an authorised user of the GT App (as defined below).

You desire to enter into this Agreement for the purpose of accessing and using the GT Services.

You acknowledge and agree that GT is a technology services provider that does not provide transportation services, function as a transportation carrier, nor operate as an agent for the transportation of passengers.

In order to use the GT Services, you must agree to the terms and conditions that are set out below. Upon your execution (electronic or otherwise) of this Agreement, you and GT shall be bound by the terms and conditions set forth herein.

1. Definitions and Interpretation

- 1.1. "*Act*" Commercial Passenger Vehicle Industry Act 2017 (Vic).
- 1.2. "*Applicable Law*" means all laws, including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws.
- 1.3. "*Driver App*" means the mobile application provided by GT that enables transportation providers to access the GT Services for the purpose of seeking, receiving and fulfilling on-demand request for transportation services by Users, as may be updated or modified by GT at its discretion from time to time.
- 1.4. "*Driver ID*" means the identification number assigned by GT to you that enables you to use and access the Driver App.
- 1.5. "*Fare*" has the meaning set forth in clause 4.1.
- 1.6. "*GST*" has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

- 1.7. *"GT App"* means the mobile application provided to an authorised User seeking transportation services.
- 1.8. *"GT Data"* means all data related to the access and use of the GT Services hereunder, including all data related to a User or User Passenger (including User or User Passenger information), all data related to the provision of Transportation Services via the GT Services and the Driver App, and the Driver ID.
- 1.9. *"GT Services"* mean GT's electronic services rendered via a digital technology platform, being on-demand intermediary and related services that enable transport providers to seek, receive and fulfill on-demand requests for transportation services by Users seeking transportation services; such GT Services include access to the Driver App and GT's related software, websites, payment services as described in clause 4 below, and related support services systems, as may be updated or modified by GT at its discretion from time to time.
- 1.10. *"Notifiable Incident"* has the meaning provided for under the Regulations.
- 1.11. *"Regulator"* means the Commercial Passenger Vehicle Victoria.
- 1.12. *"Regulations"* means the Commercial Passenger Vehicle Industry Regulations 2018.
- 1.13. *"Service Fee"* has the meaning set forth in clause 4.4.
- 1.14. *"Territory"* means Victoria, Australia, or alternatively any specific areas therein in which the Transport Operator and its Drivers are enabled by the Driver App to receive requests for Transportation Services (if any).
- 1.15. *"Tolls"* means any applicable road, bridge, ferry, tunnel and airport charges and fees, including inner-city congestion, environmental or similar charges as reasonable determined by the GT Services based on available information.
- 1.16. *"Transportation Services"* means your provision of passenger transportation services to Users and User Passengers via the GT Services in the Territory using the Vehicle.
- 1.17. *"User"* means an end user authorised by GT to use GT App for the purpose of obtaining Transportation Services offered by GT's transport service providers.
- 1.18. *"User Passenger"* means an individual identified as authorised by the User to travel in any Vehicle as a passenger.
- 1.19. *"User or User Passenger Information"* means information about a User or User Passenger made available to you in connection with such User's request for

Transportation Services, which may include the User or User Passenger's name, pick-up location, contact information and photo.

- 1.20. *"Vehicle"* means your vehicle that: (a) meets the requirements of GT or for a vehicle on the GT Services; and (b) GT authorised for use by a Driver for the purpose of providing Transportation Services.
- 1.21. *"Your Device"* means a mobile device owned or controlled by you: (a) that meets GT's specifications for mobile devices (if any) and (b) on which the Driver App has been installed as authorised by GT solely for the purpose of providing Transportation Services.
- 1.22. In this document, unless the contrary intention appears:
 - a. words importing a gender include any other gender;
 - b. words in the singular include the plural and words in the plural include the singular;
 - c. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
 - d. words importing a person includes a partnership and a body whether corporate or otherwise;
 - e. a reference to dollars is a reference to Australian dollars;
 - f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
 - g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
 - h. the words "including" and "include" mean "including, but not limited to."; and
 - i. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form.

2. Use of the Services

2.1. Driver ID

- 2.1.1. GT will issue you with a Driver ID to enable you to access and use the Driver App on a Device in accordance with this Agreement.
- 2.1.2. You agree that you will maintain your Driver ID in confidence and not share your Driver ID with any third party.
- 2.1.3. You will immediately notify GT of any actual or suspected breach or improper use or disclosure of your Driver ID or Driver App.

2.2. Provision of Transportation Services

- 2.2.1. When the Driver App is active, User requests for Transportation Services may appear to you via the Driver App if you are available and in the vicinity of the pickup location.
- 2.2.2. If you accept a User's request for Transportation Services, the GT Services will provide you with certain User or User Passenger Information via the Driver App, including the User or User Passenger's first name and pickup location.
- 2.2.3. In order to enhance User satisfaction with the GT App and your Transportation Services, it is recommended that you wait at least 10 minutes for a User to show up at the requested pickup location.
- 2.2.4. You will obtain the destination from the User from the Driver App.
- 2.2.5. You acknowledge and agree that once you have accepted a User's request for Transportation Services, the GT App may provide certain information about you to the User, including your first name, contact information, photo and the Vehicle's make, location, and license plate number.
- 2.2.6. You shall not contact any User or User Passenger or use any User or User Passenger's personal data for any reason other than for the purposes of fulfilling Transportation Services.
- 2.2.7. As between GT and you, you acknowledge and agree that: (a) you shall be solely responsible for determining the most effective, efficient and safe manner to perform each instance of Transportation Services; and (b) except for the GT Services, you shall provide all necessary equipment, tools and other materials, at your own expense, to perform the Transportation Services.

2.3. Your relationship with Users

- 2.3.1. You acknowledge and agree that your provision of Transportation Services to a User creates a legal and direct business relationship between you and the User, to which GT is not a party.
- 2.3.2. GT is not responsible or liable for the actions or inactions of a User in relation to you, your activities or the Vehicle.
- 2.3.3. You shall have the sole responsibility for any obligations or liabilities to a User, User Passenger or other third party that arise from your provision of Transportation Services.
- 2.3.4. You acknowledge and agree that you are solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate

insurance that meets the requirements of all applicable laws) regarding any acts or omissions of a User or User Passenger or any other third party.

- 2.3.5. You acknowledge and agree that GT may release your contact and/or insurance information to a User upon such User's reasonable request.
- 2.3.6. You acknowledge and agree that, unless specifically consented to by a User, you may not transport or allow inside the Vehicle individuals other than a User or User Passenger during the performance of Transportation Services for such User.
- 2.3.7. You acknowledge and agree further, that a User or User Passenger should be transported directly to their specified destination using the route specified in the Driver App, or as otherwise directed by the applicable User or User Passenger, without unauthorised interruption or unauthorised stops.

2.4. Your relationship with GT

- 2.4.1. You acknowledge and agree that GT's provision to you of the Driver App and the GT Services creates a legal and direct business relationship between GT and you.
- 2.4.2. GT does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including in connection with your provision of Transportation Services, your acts or omissions of its Drivers, or your operation and maintenance of the Vehicle.
- 2.4.3. Whilst authorized to provide Transportation Services under this Agreement, you retain the sole right to determine when and for how long you will utilise the Driver App or the GT Services. You retain the option, via the Driver App, to accept or decline or ignore a User's request for Transportation Services via the GT Services, or to cancel an accepted request for Transportation Services via the Driver App, subject to GT's then-current cancellation policies.
- 2.4.4. You will not: (a) display GT's names, logos or colours on the Vehicle(s); or (b) wear a uniform or any other clothing displaying GT's names, logos or colours. The foregoing does not apply if you and GT have agreed otherwise, if so required by law or directed to do so GT.
- 2.4.5. You acknowledge and agree that you have complete discretion to provide services or otherwise engage in other business or employment activities, including the ability to provide services at any time to any third party separate and apart from Transportation Services.
- 2.4.6. GT retains the right to, at any time in GT's sole discretion, deactivate or otherwise restrict you from accessing or using the Driver App or the GT Services in the event of a violation of this Agreement, your disparagement of GT, your act or omission

that causes harm to GT'S brand, reputation or business as determined by GT in its sole discretion. GT also retains the right to deactivate or otherwise restrict you from accessing or using the Driver App or the GT Services for any other reason at the sole and reasonable discretion of GT.

2.5. Ratings

- 2.5.1. You acknowledge and agree that: (a) after receiving Transportation Services, a User will be prompted by GT's App to provide a rating of such Transportation Services and you and, optionally, to provide comments or feedback about you and such Transportation Services; and (b) after providing Transportation Services, you will be prompted by the Driver App to provide a rating of the User and, optionally, to provide comments or feedback about the User or User Passenger. You shall provide ratings and feedback in good faith.
- 2.5.2. You acknowledge that GT desires that Users have access to high-quality services via GT's App. In order to continue to receive access to the Driver App and the GT Services, you must maintain an average rating by Users that exceeds the minimum average acceptable rating established by GT for your Territory, as may be updated from time to time by GT in its sole discretion ('Minimum Average Rating'). In the event your average rating falls below the Minimum Average Rating, GT will notify you and may provide you, in GT's discretion, a limited period of time to raise your average rating above the Minimum Average Rating. If you do not increase your average rating above the Minimum Average Rating within the time period allowed (if any), GT reserves the right to deactivate your access to the Driver App and the GT Services. Additionally, you acknowledge that your repeated failure to accept User requests for Transportation Services while you are logged in to the Driver App creates a negative experience for Users of GT's App. If you do not wish to accept User requests for Transportation Services for a period of time, you will log off of the Driver App.
- 2.5.3. GT reserves the right to use, share and display your and User ratings and comments in any manner in connection with the business of GT without attribution to or approval of you.
- 2.5.4. You acknowledge and agree that GT are distributors (without any obligation to verify) and not publishers of your and User ratings, and User and User Passenger comments, provided that GT reserves the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other personal information, or violate any privacy laws, other applicable laws, or GTs' content policies.

2.6. Devices

- 2.6.1. You are responsible for the acquisition, cost and maintenance of Your Device as well as any necessary wireless data plan, and GT shall make available the Driver App for installation on such Devices.
- 2.6.2. GT hereby grants you a personal, non-exclusive, non-transferable user right to install and use the Driver App on Your Device solely for the purpose of providing Transportation Services.
- 2.6.3. You agree to not provide, distribute or share, or enable the provision, distribution or sharing of, the Driver App (or any data associated therewith) with any third party. The foregoing right shall immediately terminate and you will delete and fully remove the Driver App from your Device in the event that you cease to provide Transportation Services using the Device.
- 2.6.4. You agree that: (i) use of the Driver App on Your Device requires an active data plan with a wireless carrier associated with Your Device, which data plan will be provided by you at your own expense; and (ii) use of the Driver App on Your Device as an interface with the GT Services may consume very large amounts of data through the data plan.
- 2.6.5. GT recommends that Your Device should only be used under a data plan with unlimited or very high data usage limits, and GT shall not be responsible or liable for any fees, costs, or overage charges associated with any data plan.

2.7. Location Based Services

- 2.7.1. You acknowledge and agree that your geo-location information must be provided to the GT Services via a Device in order to provide Transportation Services.
- 2.7.2. You acknowledge and agree that: (a) your geo-location information will be monitored and tracked by the GT Services when you are logged into the Driver App and available to provide Transportation Services, or when you are providing Transportation Services; and (b) the approximate location of the Vehicle will be displayed to the User before and during the provision of Transportation Services to such User and User Passenger. In addition, GT may monitor, track and share your geo-location information obtained by the Driver App and Device for safety, security, technical, marketing and commercial purposes, including to provide and improve GT's products and services.

3. You, Your Vehicle, and the Act/Regulations

3.1. Your Requirements

- 3.1.1. You acknowledge and agree that at all times, you shall: (a) hold and maintain (i) a valid driver's licence with the appropriate level of certification to operate the Vehicle, and (ii) all licenses, permits, approvals and authority applicable to you that

are necessary for you to provide passenger transportation services to third parties in the Territory, including driver accreditation under the Act; (b) possess the appropriate and current level of training, expertise and experience to provide Transportation Services in a professional manner with due skill, care and diligence; (c) comply with all laws; and (d) maintain high standards of professionalism, service and courtesy.

3.1.2. You acknowledge and agree that you may be subject to certain background and driving record checks from time to time in order to qualify to provide, and remain eligible to provide, Transportation Services.

3.1.3. You acknowledge and agree that GT reserves the right, at any time in GT's sole discretion, to deactivate or otherwise restrict you from accessing or using the Driver App or the GT Services if you fail to meet the requirements set forth in this Agreement.

3.2. Vehicle Requirements

3.2.1. You acknowledge and agree that the Vehicle shall at all times be: (a) properly registered to operate as a passenger transportation vehicle in the Territory, including being registered under the Act; (b) owned or leased by you, or otherwise in your lawful possession; (c) suitable for performing the passenger transportation services contemplated by this Agreement; (d) maintained in safe, roadworthy and good operating condition; and (e) inspected annually by a licensed vehicle tester and a certificate of roadworthiness provided to GT within 5 business days of being obtained.

3.2.2. You agree that the Vehicle will have one of the following: a sign, sticker or similar thing affixed to the Vehicle which a) identifies the Vehicle is a commercial passenger vehicle; b) identifies the registered provider; c) that are approved by the Regulator; or number plates that identify the vehicle as a commercial passenger vehicle.

3.3. Requirements under the Act and the Regulations, and other related requirements

3.3.1. You acknowledge that you are a person to whom the safety duties under the Act apply.

3.3.2. You acknowledge and agree that you are aware of and will act in accord with all requirements imposed on you under the Act and the Regulations.

3.3.3. You further agree, in carrying out this Agreement, to comply with all GT policies or requirements posted on the GT website (www.gettheredrt.com.au) from time to time.

3.3.4. You agree and acknowledge that your continued access or use of the GT Services after such posting constitutes its consent to be bound by the policies or requirements, and further, should any of these policies or requirements conflict with anything hereunder expressly included in the is Agreement, the policies or requirements shall prevail.

3.4. Documentation

3.4.1. To ensure your compliance with all requirements in clauses 3.1, 3.2 and 3.3 above, you must provide GT with written copies of all such licenses, permits, approvals, authority, accreditation, registrations and certifications (“Documentation”) prior to your provision of any Transportation Services. Thereafter, you must submit to GT written evidence of all such Documentation as it is renewed. Further, you must notify GT each time any of your rights to operate a vehicle have been altered or removed in any way, including suspended, disqualified or cancelled.

3.4.2. GT shall, upon request, be entitled to review such licenses, permits, approvals, authority, accreditation, registrations and certifications from time to time, and your failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement. GT reserves the right to independently verify the Documentation from time to time in any way GT deems appropriate in its reasonable discretion.

4. Financial Terms

4.1. Fare Calculation and Customer Payment

4.1.1. You are entitled to charge a fare for each instance of completed Transportation Services provided to a User that are obtained via the GT Services (“Fare”), where such Fare is calculated based upon a base fare amount plus distance (as determined by GT using location-based services enabled through the Device and/or time amounts, as detailed at www.gettheredrt.com.au for the applicable Territory (“Fare Calculation”).

4.1.2. You are also entitled to charge User for any Tolls, taxes or fees incurred during the provision of Transportation Services, if applicable. You (i) appoint GT as your limited payment collection agent solely for the purpose of accepting the Fare, applicable Tolls, taxes and fees from the User on your behalf via the payment processing functionality facilitated by the GT Services; and (ii) agree that payment made by User to GT shall be considered the same as payment made directly by User to you.

- 4.1.3. GT agrees to remit to you on at least a weekly basis: (a) the Fare less the applicable Service Fee; (b) the Tolls; and (c) any relevant taxes and ancillary fees.

4.2. Changes to Fare Calculation

- 4.2.1. GT reserves the right to change the Fare Calculation at any time in GT's discretion based upon local market factors, and GT will provide notice to you in the event of such change that would result in a change in Fare. Continued use of the GT Services after any such change in the Fare Calculation shall constitute your consent to such change.

4.3. Fare Adjustment

- 4.3.1. GT reserves the right to: (a) adjust the Fare for a particular instance of Transportation Services (*e.g.* you took an inefficient route, you fail to properly end a particular instance of Transportation Services in the Driver App, technical error in the GT Services, etc.); or (b) cancel the Fare for a particular instance of Transportation Services, (*e.g.* a User is charged for Transportation Services that were not provided, in the event of a User complaint, fraud, etc.). GT's decision to reduce or cancel the Fare in any such manner shall be exercised in a reasonable manner.

4.4. Service Fee

- 4.4.1. In consideration of GT's provision of the GT Services, you agree to pay GT a service fee on a per Transportation Services transaction basis calculated as a percentage of the Fare, as provided to you via email or otherwise made available electronically by GT from time to time for the applicable Territory ("Service Fee"). As all Tolls, taxes, including GST, and fees will be calculated and charged as part of the Fare, GT shall calculate the Service Fee based on the Fare inclusive of such amounts.
- 4.4.2. GT reserves the right to change the Service Fee at any time in GT's discretion based upon local market factors, and GT will provide notice to you in the event of such change. Continued use of the GT Services after any such change in the Service Fee calculation shall constitute your consent to such change.

4.5. Cancellation Charges

- 4.5.1. You acknowledge and agree that Users may elect to cancel requests for Transportation Services that have been accepted by you at any time prior to your arrival. In the event that a User cancels an accepted request for Transportation Services, GT may charge the User a cancellation fee on your behalf. If charged, this cancellation fee shall be deemed the Fare for the cancelled Transportation Services for the purpose of remittance to you hereunder ("*Cancellation Fee*").

4.6. Receipts

- 4.6.1. As part of the GT Services, GT provides you a system for the delivery of receipts to Users for Transportation Services rendered. Upon the completion of Transportation Services for a User by you, GT prepares an applicable receipt and issues such receipt to the User via email on your behalf. Such receipts are also provided via email or the online portal available to you through the GT Services.
- 4.6.2. Receipts include the breakdown of amounts charged to the User for Transportation Services and may include specific information about you, including your name and contact information and photo, as well as a map of the route taken by the you. Any corrections to a User's receipts for Transportation Services must be submitted to GT in writing within three (3) business days after the completion of such Transportation Services. Absent such a notice, GT shall not be liable for any mistakes in or corrections to the receipt or for recalculation or disbursement of the Fare.

4.7. No Additional Amounts

- 4.7.1. You acknowledge and agree that, for the mutual benefit of the parties, through advertising and marketing, GT may seek to attract new Users to GT and to increase existing Users' use of GT's Services. You acknowledge and agree such advertising or marketing does not entitle you to any additional monetary amounts beyond the amounts expressly set forth in this Agreement.

4.8. Taxes

- 4.8.1. You acknowledge and agree that you are required to: (a) complete all tax registration obligations and calculate and remit all tax liabilities related to the provision of Transportation Services as required by Applicable Law; and (b) provide GT with all relevant tax information.
- 4.8.2. You further acknowledge and agree that you are responsible for taxes on your own income arising from the performance of Transportation Services.
- 4.8.3. Notwithstanding anything to the contrary in this Agreement, GT may in its reasonable discretion based on applicable tax and regulatory considerations, collect and remit taxes resulting from your provision of Transportation Services and/or provide any of the relevant tax information you have provided pursuant to the foregoing requirements in this clause 4.8 directly to the applicable governmental tax authorities on your behalf or otherwise.

5. Proprietary Rights; License

5.1. License Grant

- 5.1.1. Subject to the terms and conditions of this Agreement, GT hereby grants you a non-exclusive, royalty-free, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use the Driver App in connection

with the provision by GT of the GT Services solely for the purpose of providing Transportation Services to Users and tracking resulting Fares. All rights not expressly granted to you are reserved by GT and its respective licensors.

5.2. Restrictions

- 5.2.1. You shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the GT Services, Driver App or any Device in any way; (b) modify or make derivative works based upon the GT Services or Driver App; (c) improperly use the GT Services or Driver App, including creating internet “links” to any part of the GT Services or Driver App, “framing” or “mirroring” any part of the GT Services or Driver App or any other websites or systems, or “scraping” or otherwise improperly obtaining data from the GT Services or Driver App; (d) reverse engineer, decompile, modify, or disassemble the GT Services or Driver App, except as allowed under Applicable Law; or (e) send spam or otherwise duplicative or unsolicited messages.
- 5.2.2. In addition, you shall not, and shall not allow any other party to, access or use the GT Services or Driver App to: (a) design or develop competitive or substantially similar product or service; (b) copy or extract any features, functionality, or content thereof; (c) launch or cause to be launched or in connection with the GT Services an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the GT Services; or (d) attempt to gain unauthorised access to the GT Services or its related systems or networks, all except to the extent such actions are allowed under Applicable Law.

5.3. Ownership

- 5.3.1. The GT Services, Driver App and GT Data, including all intellectual property rights therein, are and shall remain (as between you and GT) the property of GT and its licensors. Neither this Agreement nor your use of the GT Services, Driver App or GT Data conveys or grants to you any rights: (a) in or related to the GT Services, Driver App or GT Data, except for the limited license granted above; or (b) to use or reference any manner GT’s or its licensors’ company names, logos, product and service names, trademarks, service marks or other indicia of ownership.
- 5.3.2. You agree you will not try to register or otherwise claim ownership in any of the GT Marks and Names, alone or in combination with other letters, punctuation, words, symbols and/or designs, or in any confusingly similar mark or name.

6. Confidentiality

- 6.1. Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party (“Confidential information”). Confidential information includes GT Data, Driver IDs, information about you, User information, and the transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.
- 6.2. Each party acknowledges and agrees that: (a) subject to any clauses to the contrary in this Agreement, Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential information of the other party for any purpose except to ensure the provision of Transportation Services under this Agreement, and in general furtherance of this Agreement; (c) it shall not disclose Confidential information of the other party to any third party, except to its employees, officers, contractors, agents and service providers (“Permitted Persons”) as necessary to perform its rights and obligations under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential information less protective than the terms hereof; and (d) it shall return or destroy all Confidential information of the disclosing party upon the termination of this Agreement, or at the request of the other party (subject to Applicable Law and, with respect to GT, its internal record-keeping requirements).
- 6.3. Notwithstanding the foregoing, Confidential information shall not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party; (b) was possessed by the receiving party prior to the date of this Agreement without an obligation of confidentiality; (c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

7. Privacy

- 7.1. Subject to all Applicable Laws, you consent to GT providing to a third party any information (including personal data and any GT Data) about you provided hereunder if: (a) there is a complaint, dispute or conflict, including an accident, between you and a User or User Passenger; (b) it is necessary to enforce the terms of the Agreement; (c) it is required, in GT’s sole discretion, by Applicable Law or regulation; (d) it is necessary, in GT’s sole discretion, to (1) protect the safety, rights, property or security

of GT, the GT Services or any third party, (2) detect, prevent or otherwise address fraud, security or technical issues, and/or (3) prevent or stop activity which GT, in its sole discretion, consider to be, or to pose a risk of being, illegal, unethical or legally actionable; or (e) it is required or necessary, in GT's sole discretion, for insurance or other purposes related to your ability to qualify, or remain qualified, to use the GT Services; or (f) for the purposes of delivering the GT Services to Users and User Passengers, and in general furtherance of this Agreement.

- 7.2. You understand that GT may retain your personal and any GT Data for legal, regulatory, safety, and other necessary purposes after this Agreement is terminated or otherwise ends. GT processes personal data (including that referenced in clause 2.8 above) in accordance with its privacy policy located at www.gettheredrt.com.au.

8. Insurance

- 8.1. During the term of this Agreement, you must effect and maintain insurances as are required by GT from time to time.

- 8.2. Insurance generally
All insurances which you effect in compliance with this Agreement will be effected with insurers having a minimum Rating of at least A- (Standard & Poor's Australia) or an equivalent Rating.

You must provide notice to GT of any intended cancellation of insurances effected in compliance with this Agreement by you.

You must:

- i. give GT acceptable proof of currency and coverage of the insurances referred to in clause 8.1:
 - a) before the date of the Agreement;
 - b) if an insurance policy required under this clause is materially amended;
 - c) if an insurance policy required under this clause is cancelled; and
 - d) at least annually and at all other times during the term as reasonably requested by GT; and
 - ii. give GT acceptable proof of currency or coverage of any other insurance maintained by you in respect of Transportation Services prior to the date of the Agreement and at all other times during the Term as reasonably requested by PTV.
- 8.3. Premiums
You must pay all premiums in respect of all insurance policies referred to in clause 8.1 by the due date for payment of those premiums.

9. Representations and Warranties; Disclaimers

9.1. By You

9.1.1. You hereby represent and warrant that: (a) you have full power and authority to enter into this Agreement and perform its obligations hereunder; (b) you have not entered into, and during the term will not enter into, any agreement that would prevent it from complying with this Agreement; (c) you will comply with all Applicable Laws in its performance of this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorisations necessary to provide (i) Transportation Services using the Vehicle pursuant to this Agreement, and (ii) passenger Transportation Services to third parties in the Territory generally;

9.2. Disclaimer of Warranties

- 9.2.1. This clause 9.2 applies only to the maximum extent permitted by Applicable Law, and does not (and is not intended to) override any rights that you have pursuant to Applicable Law.
- 9.2.2. GT provides, and you accept, the GT Services and Driver App on an “as is” and “as available” basis. GT doesn’t represent, warrant or guarantee that your access to or use of the GT Services or Driver App: (a) will be uninterrupted or error free; or (b) will result in any requests for Transportation Services.
- 9.2.3. GT functions as an on-demand lead generation and related service only and makes no representations, warranties or guarantees as to the actions or inactions of the Users who may request or receive Transportation Services from you, and GT need not screen or otherwise evaluate Users.
- 9.2.4. By using the GT Services and Driver App, you acknowledge and agree that you may be introduced to a third party (including Users and User Passengers) that may pose harm or risk to you or other third parties. You are advised to take reasonable precautions with respect to interactions with third parties encountered in connection with the use of the GT Services or Driver App.
- 9.2.5. Notwithstanding GT’s appointment as the limited payment collection agent of you for the purpose of accepting payment from Users on behalf of you as set forth in clause 4 above, GT expressly disclaims all liability for any act or omission of you, any Driver, any User or other third party.

9.3. No Service Guarantee

9.3.1. This clause 9.3 applies only to the maximum extent permitted by Applicable Law, and does not (and is not intended to) override any rights that you have pursuant to Applicable Law.

- 9.3.2. GT does not guarantee the availability of uptime of the GT Services or Driver App. You acknowledge and agree that the GT Services or Driver App may be unavailable at any time and for any reason (e.g., due to scheduled maintenance or network failure). Further, the GT Services or Driver App may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications, and neither is GT responsible for any delays, delivery failures, or other damages, liabilities or losses resulting from such problems.

10. Indemnification

- 10.1. You shall indemnify, defend (at GT's option) and hold harmless GT and its officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes arising out of or related to: (a) Your breach of your representations, warranties or obligations under this Agreement; or (b) a claim by third party (including Users, User Passengers, regulators and governmental authorities) directly or indirectly related to your provision of Transportation Services or access to or use of the GT Services.
- 10.2. As noted in clause 4.8, you shall comply with all your obligations under tax and social security laws to the extent applicable under this Agreement. You shall indemnify GT from all tax liabilities, duties, levies, claims and penalties that you may be imposed on you, or on GT, as a result of your failure to comply with any of these obligations. In particular, but without limitation to the foregoing, such taxes or duties shall include taxes, wages or other duties or withholdings arising in the event that the relationship described in this Agreement, contrary to the meaning and intent of the parties, should be held to be an employment agreement between GT and you by a government authority or court.

11. Limits of Liability

- 11.1. This clause 11.2 applies only to the maximum extent permitted by Applicable Law, and does not (and is not intended to) override any rights that you have pursuant to Applicable Law.
- 11.2. GT shall not be liable under or related to this Agreement for any of the following, whether based on contract, tort or any other legal theory, even if a party has been advised of the possibility of such damages: (a) any incidental, punitive, special, exemplary, consequential, or other indirect damages of any type or kind; or (b) your or any third party's property damage, or loss or inaccuracy of data, or loss of business, revenue, profits, use or other economic advantage.
- 11.3. Except for GT's obligations to pay amounts due to you pursuant to clause 4 above, but subject to any limitations or other provisions contained in this Agreement which

are applicable thereto, in no event shall the liability of GT under this Agreement exceed the amount of Service Fees actually paid to or due to GT hereunder in the six (6) month period immediately preceding the event giving rise to such claim.

- 11.4. You acknowledge and agree that any and all claims you have or purport to have against GT should be notified to GT within one (1) year after the event(s) that gave rise to such claim and that you forfeit all rights in respect of that claim if you fail to do so.

12. Dispute resolution

12.1. Notice of Dispute

If a dispute or difference, other than in relation to when a party exercises its right to terminate this Agreement, arises under or in connection with this Agreement, either party may give the other written notice expressing the nature of the dispute or differences (**Dispute Notice**).

12.2. Parties to meet

As soon as practicable after receipt by a party of a Dispute Notice, the parties must attempt to resolve the issue.

12.3. Referral to Expert or Arbitrator

If the issue is not resolved within 15 business days of the receipt of the Dispute Notice, either party may:

- (a) if the issue is of a technical nature, refer it for resolution to a person who is an independent expert in its subject matter (**Expert**); or
- (b) if the issue is not of a technical nature, refer it to an independent person (**Arbitrator**) for arbitration.

12.4. Issues for resolution by an Expert

An issue is of a technical nature if it is of a kind that, if it were litigated, could be resolved on expert evidence alone. If the parties are unable to agree whether or not an issue is of a technical nature, the opinion of GT (acting in good faith) as to whether or not the issue should be referred to an Expert prevails.

12.5. Selection of Arbitrator or Expert

If the parties are unable to agree on who to appoint as an Arbitrator or an Expert GT may make the appointment. In making the appointment, GT must select a person who is independent of the parties and who is suitably qualified.

12.6. Procedure on arbitration

Subject to any other provision of this document to the contrary, an arbitration is to be conducted in accordance with the *Commercial Arbitration Act 2011* (Vic) (**CAA**) and subject to that Act, with the arbitration rules of the Resolution Institute.

12.7. Procedure on resolution by Expert

- (a) The Expert appointed under clause 12.4 or 12.6 acts as an expert and not as an arbitrator.
- (b) Each party to a dispute which is referred to the Expert for determination must have a reasonable opportunity to make submissions to the Expert.
- (c) The costs of the Expert must be borne in equal shares by the parties.
- (d) The Expert's decision is final and binding on the parties to the dispute, except to the extent of fraud, gross negligence or a manifest error.
- (e) The provisions of the CAA will not apply to the dispute resolution under this clause 12.8.

12.8. Court proceedings and other relief

- (a) A party may not start court proceedings in relation to any issue or dispute under this document unless it has complied with this clause.
- (b) This clause does not prohibit a party from exercising any of the rights expressly provided for in this Agreement, or seeking and obtaining appropriate injunctive or interlocutory relief from a court to preserve property or rights or to avoid Losses which are not compensable in damages.

12.9. Performance not affected

Subject to a either party's right to terminate this Agreement, despite the parties having a dispute or difference, they must continue to perform their respective obligations under the Agreement.

13. Term and Termination

13.1. Term

- 13.1.1. This Agreement shall commence on the date that the Agreement is executed by you (electronically or otherwise) and shall continue until terminated as set forth herein.

13.2. Termination

- 13.2.1. Either party may terminate this Agreement: (a) without cause at any time upon seven (7) days prior notice to the other party; (b) immediately, without notice, for the other party's material breach of this Agreement; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party.

13.2.2. In addition, GT may terminate this Agreement or deactivate your Driver ID immediately, without notice, with respect to you in the event that you no longer qualify, under Applicable Law or the standards and policies of GT, to provide Transportation Services or to operate the Vehicle, or as otherwise set forth in this Agreement.

13.3. Effect of Termination

13.3.1. Upon termination of the Agreement, you shall: immediately delete and fully remove the Driver App from any of Your Devices. Outstanding payment obligations and clauses 1, 2.3, 2.5.3, 2.5.4, 4.7, 4.8, 5.3, 6, 7, 9, 10, 11, 12, 13.3, 14.9 and 14.11 shall survive the termination of this Agreement.

14. Miscellaneous Terms

14.1. Compliance with laws

14.1.1. You agree to comply with all relevant laws, including the Act and the Regulations.

14.2. Modification

14.2.1. GT reserves the right to modify the terms and conditions of this Agreement at any time, effective upon publishing an updated version of this Agreement, as applicable, on the online portal available to you on the GT Services. GT reserves the right to modify any information referenced at hyperlinks from this Agreement from time to time.

14.2.2. You hereby acknowledge and agree that by using the GT Services, or downloading, installing or using the Driver App, you are bound by any future amendments and additions to this Agreement, information referenced at hyperlinks herein, or documents incorporated herein, including with respect to Fare calculation. Continued use of the GT Services or Driver App after any such changes shall constitute your consent to such changes.

14.3. Amendments

14.3.1. An amendment to this Agreement is only binding if agreed in writing and signed by the parties.

14.4. Additional Terms

14.4.1. Additional terms may apply to your use of the GT Services, such as use policies or terms related to certain features and functionality, which may be modified from time to time (“Additional Terms”). You may be presented with certain Additional Terms from time to time. Additional Terms are in addition to, and shall be deemed a part of, this Agreement. Additional Terms shall prevail over this Agreement in the event of a conflict.

14.5. Severability

14.5.1. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part under any law, such provision or part thereof shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable (part of the) provision with (part of a) provision that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable (part of the) provision, given the contents and purpose of this Agreement.

14.6. Assignment

14.6.1. You may not assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party.

14.6.2. GT may assign or transfer this Agreement or any or all of its rights or obligations hereunder, in whole or in part, under this Agreement from time to time without consent. Should GT do so, you have the right to terminate this Agreement immediately, without prior notice.

14.7. Entire Agreement

14.7.1. This Agreement, including the recitals and all Additional Terms, constitutes 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. In this Agreement, the words “including” and “include” mean “including, but not limited to”. The recitals form part of this Agreement.

14.8. Relationship of the Parties

14.8.1. Except as otherwise expressly provided herein with respect to GT acting as the limited payment collection agent solely for the purpose of collecting payment from Users on your behalf, the relationship between the parties under this Agreement is solely that of independent contractors. The parties expressly agree that: (a) this Agreement is not an employment agreement, nor does it create an employment relationship (including from a labor law, tax law or social security law perspective), between GT and you; and (b) no joint venture, partnership, or agency relationship exists between GT and you.

14.8.2. You have no authority to bind GT and undertake not to hold yourself out as an employee, agent, or authorised representative of GT. Where, by implication of mandatory law or otherwise, you may be deemed an employee, agent or representative of GT, you undertake and agree to indemnify, defend (at GT’s option) and hold GT harmless from and against any claims by any person, entity,

regulators or governmental authorities based on such implied employment, agency or representative relationship.

14.9. Notices

14.9.1. Any notice delivered by GT to you under this Agreement will be delivered by email to the email address associated with your account or by posting on the online portal available to you on the GT Services. Any notice delivered by you to GT under this Agreement will be delivered by contacting GT at enquiries@gettheredrt.com.au.

14.10. Governing Law; Execution.

14.10.1. This document is governed by the Laws of Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State.

14.10.2. Nothing herein limits or excludes (nor is intended to limit or exclude) any statutory rights that you may have under Applicable Law which cannot be lawfully limited or excluded.

EXECUTED by **GT** in accordance with section)
127 of the *Corporations Act 2001* (Cth) by)
two directors or by one director and the)
company secretary:)

.....)
Director signature Director/Company Secretary signature

.....)
Director name Director/Company Secretary name

EXECUTED by [**INSERT NAME OF**)
INDIVIDUAL] in the presence of:)

.....)
Witness signature Party signature

.....)
Witness name Party name