

d@rt Customer terms and conditions

PLEASE READ THESE CUSTOMER TERMS CAREFULLY BEFORE ACCESSING OR USING OUR SERVICES.

Background

d@rt Pty Ltd ('d@rt') ACN 624 441 532, located at 450 Graham Street, Port Melbourne, provides Services (as defined below) which constitute a technology platform that enables you to request transportation services from third party transport service providers and drivers.

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

1. Definitions

- 1.1. **'Account'** means the user account created by you which you are required to register and maintain under clause 7.1 of these Terms.
- 1.2. **'Additional Terms and Policies'** has the meaning given in clause 4.1.
- 1.3. **'Applications'** means the mobile applications or websites provided by d@rt which users use to access and request the Services.
- 1.4. **'Applicable Law'** means all laws, including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, and includes the ACL.
- 1.5. **'ACL'** means the **'Australian Consumer Law'** as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- 1.6. **'Charges'** means any charges (howsoever described) imposed as a result of the services or goods you request via the Services and which you receive from a Third Party Transport Services Provider.
- 1.7. **'Privacy Policy'** means d@rt's Privacy Policy located at <http://www.dart.org.au>.
- 1.8. **'Services'** means the technology services and related services provided by d@rt via digital technology platforms, including via d@rt's various Applications, websites, content, products, that enable users to request and obtain transportation services which are delivered by Third Party Transport Services Providers as described in clause 6.1.
- 1.9. **'Terms'** means these terms and conditions of use set out in this document.
- 1.10. **'Third Party Transport Services Provider'** means an independent third party provider of transportation services who fulfills your requests for transportation services made via the Applications, such independent third party may be an individual delivering the services by driving a commercial passenger vehicle or Bus (as defined in the Bus Safety Act 2009), or a commercial transport services provider that is a corporate entity or partnership that delivers the services using drivers employed or engaged by them to do so.
- 1.11. **'You'/'Your'** means you, the person who is the customer of d@rt and user of the Services.

2. Interpretation

In this document, unless the contrary intention appears:

- 2.1. words importing a gender include any other gender;
- 2.2. words in the singular include the plural and words in the plural include the singular;
- 2.3. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- 2.4. words importing a person include a partnership and a body whether corporate or otherwise;
- 2.5. a reference to dollars is a reference to Australian dollars;
- 2.6. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- 2.7. 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;
- 2.8. the words “including” and “include” mean “including, but not limited to.”; and
- 2.9. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form.

3. Agreement

- 3.1. These Terms govern the access or use by you of the Services.
- 3.2. Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and d@rt.
- 3.3. If you do not agree to these Terms, you must not access or use the Services.

4. Additional Terms and Policies

- 4.1. Additional terms and policies of d@rt (**Additional Terms and Policies**) may apply to the Services, including terms and policies relating to any aspect of the Services, including behaviour of you or your passengers, cancelling transport service requests, particular events, activities or promotions, and such supplemental terms and policies will be posted on the applicable Service or on the d@rt website <http://www.dart.org.au>.
- 4.2. Additional Terms and Policies are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service.
- 4.3. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Additional Terms and Policies.
- 4.4. Additional Terms and Policies shall prevail over the Terms in this document in the event there is a conflict with respect to the applicable Services.

5. Amending Terms

- 5.1. d@rt may amend the Terms related to the Services from time to time. Such amendments will be effective upon d@rt's posting of such amended Terms on the applicable Service or Application. Your continued access or use of the Services after such posting constitutes your consent to be bound by the amended Terms.
- 5.2. Twenty (20) days written notice will be provided in the event of a material change to an existing Term or Additional Terms and Policies that detrimentally affects your rights under this Agreement.
- 5.3. In order to access the Services and use certain functionality of the Applications, you may be required to provide d@rt with certain personal information. d@rt's collection, handling, disclosure and use of personal information in connection with the Services is in accordance with d@rt's Privacy Policy located at <http://www.dart.org.au>.

6. Services

- 6.1. The Services constitute a technology platform that enables you, as a user of d@rt's Applications, to arrange and schedule transportation services to be provided by independent Third Party Transport Services Providers who are under agreement with d@rt and to facilitate the payment to such Third Party Transport Services Providers for the transportation services and to receive receipts for those payments.
- 6.2. The Services are made available solely for personal and non-commercial use.
- 6.3. You acknowledge and agree that d@rt does not provide transportation services or function as a transportation service provider, and that all transportation services requested by you using the Services will be provided by independent Third Party Transport Services Providers.
- 6.4. You acknowledge that any request for a transportation service is subject to the availability of a driver being available at your location at the time of your request, noting that drivers may accept or reject your request for travel in their sole discretion.

Licence

- 6.5. Subject to your compliance with these Terms, d@rt grants you a limited, non-exclusive, non-sub-licensable, revocable, non-transferrable license to access and use:
 - (a) the Applications on your personal devices solely in connection with your use of the Services; and
 - (b) any content, information and related materials that may be made available through the Services,in each case solely for your personal and non-commercial use. Any rights not expressly granted herein are reserved by d@rt and d@rt's licensors.

Restrictions

- 6.6. You must not:
- (a) remove any copyright, trademark or other proprietary notices from any portion of the Services;
 - (b) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, put on publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services;
 - (c) decompile, reverse engineer or disassemble the Services;
 - (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 or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or
 - (f) attempt to gain unauthorised access to or impair any aspect of the Services or its related systems or networks.

Third Party Services and Content

- 6.7. The Services may be made available or accessed in connection with third party services and content (including advertising) that d@rt 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. d@rt does not endorse such third party services and content and in no event shall d@rt be responsible or liable for any products or services of such third party providers.
- 6.8. Additionally, your method of accessing the Services is your responsibility.
- 6.9. You acknowledge and agree that your use of any third party applications and devices is subject to terms set forth in the applicable third party's terms of service.

Ownership

- 6.10. The Services and all rights therein are and shall remain d@rt's property or the property of d@rt'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 in clause 6.5 above; or
 - (b) to use or reference in any manner d@rt's company names, logos, product and service names, trademarks or services marks or those of d@rt's licensors.

7. Your Use of the Services – Registration and Usage

User Accounts

- 7.1. In order to access and use the Services:
- (a) you must be competent to enter into a contract under Applicable Laws and maintain accurate, complete, and up-to-date information in your Account in accordance with this Agreement;
 - (b) provide your own electronic device, which if a mobile phone, must have a functioning mobile number and the ability to read d@rt's text messages (SMS) and push notifications, and meet the minimum device requirements d@rt may specify from time to time;
 - (c) if your device is stolen, you must notify d@rt immediately and ensure that access to the Services through the device is no longer possible, including ensuring that access to any Applications is immediately blocked, suspended or deactivated;
 - (d) you must register for and maintain one active user Account as provided for in accordance with clause 7.4.
- 7.2. d@rt may immediately suspend your access and use of the Services if d@rt has reason to believe that:
- (a) any information provided by you in respect of the Account registration process is false, or you cease to meet the requirements in clause 7.1(a);
 - (b) the security of your Account has been compromised in any way;
 - (c) you have not complied with any of the requirements of this clause 7.
- 7.3. If you are an individual, you must be at least 18 years of age to obtain an Account.
- 7.4. Account registration requires you to submit to d@rt, depending on whether you are an individual or other entity, certain personal or commercial information, such as name, address, phone number, contact details, and, if an individual, age, as well as at least one valid payment method (either a credit card or accepted payment partner).

Maintenance of Account

- 7.5. You agree to maintain accurate, complete, and up-to-date information in your Account.
- 7.6. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use of the Services or d@rt's termination of these Terms with you.
- 7.7. 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.

- 7.8. Unless otherwise permitted by d@rt in writing, you may only possess one Account.
- 7.9. You agree to notify us immediately of any breach in the security or secrecy of your username or password. If you have any reason to believe that your account information has been compromised or that your Account has been accessed by an unauthorised third party, you must immediately notify d@rt at **admin@dart.org.au**.

Using an Application to arrange and schedule a transport service

- 7.10. Once you have made a request for a transportation service via an Application:
- (a) you must ensure that your device is turned on and configured appropriately (e.g. GPS is active), and the Application is active; and
 - (b) you acknowledge and accept that your request for a transportation service will either be accepted or declined based on the availability of a Third Party Transport Services Provider to be at your location at the requested pickup time, and that you will be informed via an SMS, push notification or confirmation screen in the Application that your request is accepted or declined.
- 7.11. If your request for a transportation service has been accepted, d@rt will provide:
- (a) you with a booking confirmation through the Application, and information regarding the driver including the driver's name, vehicle details (including registration number), mobile phone number, and any other details d@rt consider appropriate); and
 - (b) the driver with your details necessary to enable the driver to provide the transportation service to you.
- 7.12. When you receive a confirmation under clause 7.10, you must check the details on it, including the pick-up time and location. If there are any incorrect details on the booking confirmation, you must contact us immediately by correcting your booking details through the Application. You are responsible for any delay that may be caused due to your failure to check such information and contact d@rt immediately via the Application to correct the booking details.

User Requirements and Conduct

- 7.13. If you are an individual, the Services are only available for access and use if you are 18 years old or above.
- 7.14. You:
- (a) must not authorise other third parties to use your Account;
 - (b) can use the Services to request transportation services for yourself and any of your passengers travelling with you, and subject to clause 7.14(c), also use the Services to arrange and schedule transportation services with independent Third Party Transport Services Providers under your Account

for a third-party passenger or passengers who are unaccompanied by you and who are above the age of 12;

- (c) can only arrange and schedule transportation services for unaccompanied third party passengers between the ages of 12 and 18 (inclusive) if either you are their parent or guardian or you have written authority of their parent or guardian;
 - (d) must not assign or otherwise transfer your Account to any other person or entity.
- 7.15. You agree to comply with, and ensure all of your passengers comply with, all Applicable Laws as they relate to using the Services, and you may only use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials).
- 7.16. Without limiting clause 7.15 you will not, and will ensure that any of your passengers do not:
- (a) smoke or consume any alcohol, tobacco, vapour products or illicit substances in or near any Third Party Transport Services Provider vehicle, do not distract a driver, or otherwise act in any way which a Third Party Transport Services Provider driver (acting reasonably) considers a risk to the safety of you, the driver or any other person;
 - (b) use the Services, to cause or aid in causing nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Transport Services Provider or to any other party.

Communications

- 7.17. By creating an Account, you agree that you may be sent emails or text (SMS) messages as part of the normal business operation of your use of the Services, including to confirm your booking, and to notify you of privacy, administrative or security issues relating to your use of the Services.
- 7.18. You may opt-out of receiving such messages from d@rt at any time by following the directions found at <http://www.dart.org.au> to unsubscribe. You acknowledge that opting out of receiving emails and text (SMS) messages may impact your use of the Services and certain functionality or features of the Services may be unable to be provided to you.

Network Access and Devices

- 7.19. You are responsible for obtaining your own mobile data network access necessary to access and use the Services from your devices.
- 7.20. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your devices and you shall be responsible for all such rates and fees.

- 7.21. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto.
- 7.22. d@rt 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.

Promotional Codes

- 7.23. Additional terms relating to Promotional Codes are set out in Attachment 1 to these Terms.

Feedback and Complaints

- 7.24. You will be requested to rate a Third Party Transport Services Provider driver after the completion of the provision of transportation services by such a provider, and you agree to do so fairly and honestly.
- 7.25. d@rt will handle all other feedback and any complaints in accordance with its d@rt Complaint Handling Policy and Procedure document, as posted on its website from time to time.

8. Payment

- 8.1. You understand that your use of the Services may result in Charges to you for the services or goods you receive from a Third Party Transport Services Provider. After you have received such services or goods obtained through your use of the Service, d@rt will facilitate your payment of the applicable Charges on behalf of the Third Party Transport Services Provider as such Third Party Transport Services 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 Transport Services Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by d@rt or required under Applicable Law.
- 8.2. All Charges are due immediately and payment will be facilitated by d@rt using the preferred payment method designated in your Account, after which d@rt will send you a receipt by email or SMS. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that d@rt may, as the Third Party Transport Services Provider's limited payment collection agent, use a secondary payment method in your Account, if available.
- 8.3. As between you and d@rt, d@rt reserves 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 d@rt's sole discretion.
- 8.4. Payment of the Charges is intended to fully compensate the Third Party Transport Services Provider for the services or goods provided.

Repair or Cleaning Fees

- 8.5. You shall be responsible for the cost of repair for damage to, or necessary cleaning of, Third Party Transport Services Provider vehicles and property resulting from use of the Services under your Account in excess of normal 'wear and tear' damages and necessary cleaning ('Repair or Cleaning').
- 8.6. In the event that a Third Party Transport Services Provider reports to d@rt the need for Repair or Cleaning, and such Repair or Cleaning request is verified by d@rt in d@rt's reasonable discretion, d@rt reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the Third Party Transport Services Provider using your payment method designated in your Account. Such amounts will be transferred by d@rt to the applicable Third Party Transport Services Provider and are non-refundable.

Cancellation and waiting fees

- 8.7. When you use the Services to request and schedule transportation with Third Party Transport Services Providers, you can cancel such a request at any time before or after you have been paired with a driver, but you may be charged a fee as specified in d@rt's Cancellation and waiting time fee policy.

9. Disclaimer; Limitation of Liability; Indemnity

Disclaimer

- 9.1. Subject to clauses 9.3 and 9.4, all express or implied guarantees, warranties, representations, or other terms and conditions relating to this Agreement or its subject matter, not contained in this Agreement, are excluded from this Agreement to the maximum extent permitted by Applicable Law.
- 9.2. Without limiting clause 9.1 and subject to clauses 9.3 and 9.4, to the maximum extent permitted under Applicable Law, the Services are provided on a "as is" and "as available" basis, and d@rt makes no representation, warranty, or guarantee regarding (a) the condition, performance, accuracy, completeness, merchantability, reliability, timeliness, quality, suitability, availability or fitness for a particular purpose of the Services other than as expressly set out in this Agreement; (b) that the Services or any of the services requested through the Services will be uninterrupted or error-free; (c) the quality, suitability, safety or ability of Third Party Transport Services Providers; or (d) that use of the Services will result in the provision of any transportation services. You agree that the entire risk arising out of your use of the Services, and any transportation services or other service or good requested in connection therewith, remains solely with you, to the maximum extent permitted under Applicable Law.

Limitation of liability

- 9.3. Nothing in this Agreement excludes, restricts or modifies any right or remedy, or is intended to have the effect of contracting out of any applicable provisions of the *Competition and Consumer Act 2010* (Cth), including any guarantee,

warranty or other term or condition, that is implied or imposed in relation to this Agreement under the ACL or any other applicable legislation which cannot be lawfully excluded or limited, or any statutory guarantees that apply to goods and services purchased by consumers (as defined in that Act), and this Agreement will not be construed as excluding, qualifying, limiting or modifying any statutory rights or remedies of consumers arising under any such provisions or any statutory guarantee except to the extent permitted by that Act where applicable.

- 9.4. If any guarantee, warranty, term or condition is implied or imposed in relation to this Agreement under the ACL or any other applicable legislation and cannot be excluded (a Non-Excludable Provision), and to the extent that d@rt is permitted to limit its liability for a breach of the Non-Excludable Provision then d@rt's liability for breach of these Non Excludable Provision is limited to one or more at d@rt's option:
- (a) in the case of goods supplied to you as part of the Services under this Agreement, the replacement of the relevant goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired; and
 - (b) in the case of services supplied to you as part of the Services under this Agreement, the supply of relevant Services again, or the payment of the cost of resupplying the Services.
- 9.5. Subject to d@rt's obligations under the Non Excludable Provisions and to the maximum extent permitted by Applicable Law:
- (a) d@rt and d@rt's associates are not liable for (and no measure of damages will, under any circumstances, include) any 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 access or use of the Services, even if d@rt or d@rt's associates have been advised of the possibility of such damages;
 - (b) d@rt and d@rt's associates are not 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 Transport Services Provider, even if d@rt or d@rt's associates have been advised of the possibility of such damages. d@rt and d@rt's associates shall not be liable for delay or failure in performance resulting from causes beyond their reasonable control.
 - (c) In no event shall d@rt's total liability to you in connection with the Services for all damages, losses and causes of action exceed one thousand (\$A) dollars.
- 9.6. Without limiting clause 9.5, and subject to clauses 9.3 and 9.4 and d@rt's obligations under the Non Excludable Provisions and to the maximum extent permitted by Applicable Law, d@rt is not liable for:

- (a) your use of or reliance on the Services or any information provide by d@rt through the Services or your inability to access or use the Services;
 - (b) You missing or being delayed for a train, flight, event, work or any other circumstance in connection with any transaction or relationship between you and any Third Party Transport Services Provider, including following the breakdown of a vehicle;
 - (c) Any loss that you may incur as a result of someone else using your Account, either with or without your knowledge, except to the extent it is caused or contributed to by d@rt; and
 - (d) Any loss or damage that you may incur arising out of or in connection with the Services, including the conduct of the driver (and any other person) and any accidents, incidents and issues involving the vehicle.
- 9.7. Without limiting clause 9.6, and to the maximum extent permitted by Applicable Law, the Services may be used by you to request and schedule transportation with Third Party Transport Services Providers, but you agree that d@rt has no responsibility or liability to you related to any transportation provided to you by Third Party Transport Services Providers other than as expressly set forth in these Terms.
- 9.8. The limitations and exclusions of liability in this clause 9 apply regardless of the basis on which such liability arises, whether in contract, breach of warranty, tort (including negligence), in equity, under statute, or any other basis.

Indemnity

- 9.9. You agree to indemnify and hold d@rt, d@rt's associates, and their officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including legal fees) arising out of or in connection with: (i) your access or 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) d@rt's use of your ratings or feedback; or (iv) your violation of the rights of any third party, including Third Party Transport Services Providers ("Losses"). Your liability is reduced under this clause and shall be reduced proportionately if, and to the extent, d@rt directly caused or contributed to any such Losses.

10. Termination

- 10.1. You may terminate these Terms by closing your Account or uninstalling the Applications at any time, for any reason.
- 10.2. d@rt may terminate these Terms upon notice to you if:
- (a) necessary to comply with any Applicable Law;
 - (b) you cease to qualify to access and use the Services under these Terms , d@rt's Additional Terms and Policies or under Applicable Law;

- (c) you commit a breach (other than a trivial or inconsequential breach) of these Terms that is not capable of remedy or (if capable of remedy) is not remedied with 7 business days after d@rt notifies of the breach.

10.3. Upon termination of these Terms for any reason:

- (a) your rights to access and use the Services will cease immediately;
- (b) your registration with d@rt and your Account will cease to apply, and d@rt will block your access to and use of the Services; and
- (c) d@rt will charge you all amounts due and owing to d@rt as at the date of termination in accordance with this Agreement.

Other provisions

11. Disputes

11.1. 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**).

11.2. Parties to meet

As soon as practicable and within 10 business days after receipt by a party of a Dispute Notice, the parties must ensure that their respective authorised representatives meet and attempt to resolve the issue.

11.3. 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, by notice to the other:

- (a) if the issue is of a technical nature, identify a person who is an independent expert in its subject matter (**Expert**) who could be used to resolve the matter; or
- (b) if the issue is not of a technical nature, identify an independent person (**Arbitrator**) who could be used to arbitrate the matter.

The parties must, within 5 business days after receipt of a notice under this clause 11.3, use their reasonable endeavours to agree on who to appoint as the Expert or Arbitrator.

11.4. 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 d@rt (acting in good faith) as to whether or not the issue should be referred to an Expert prevails.

11.5. Selection of Arbitrator or Expert

If the parties are unable to agree on who to appoint as an Arbitrator or an Expert within 5 business days after receipt of the notice under clause 11.3, d@rt may make the appointment. In making the appointment, d@rt must select a person who is independent of the parties and who is suitably qualified.

11.6. 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.

11.7. Procedure on resolution by Expert

- (a) The Expert appointed under clause 11.3 or 11.5 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 11.7.

11.8. 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.

11.9. Performance not affected

Subject to 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.

Notice

- 11.10. d@rt may give notice by means of a general notice on the Services, including the Applications, by electronic mail to your email address specified in your Account,

or by written communication via text message sent to your telephone number as set forth in your Account. It is the Users responsibility to ensure the contact information linked to their Account is both valid and regularly monitored. You may give notice to d@rt by written communication to d@rt's address at admin@dart.org.au.

- 11.11. Users can unsubscribe from notices at any time through the Services. You acknowledge that unsubscribing from notices may affect your ability to use the Services, and d@rt is not liable for a failure of the Services due to the same.

General

Governing law

- 11.12. Except as otherwise set forth in these Terms, this Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Victoria, and you submit to the non-exclusive jurisdiction of the courts of that State.

Relationship of the parties

- 11.13. No joint venture, partnership, employment or agency relationship exists between you, d@rt or any third party, including any Third Party Transport Services Provider as a result of the contract between you and d@rt or use of the Services.

Severance

- 11.14. If any provision of these Terms 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 these Term but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms.

Assignment and transfer

- 11.15. You may not assign or transfer this Agreement in whole or in part without d@rt's prior written approval. d@rt may assign or transfer this Agreement in whole or in part without your prior written consent, including to: (i) a subsidiary or affiliate; (ii) an acquirer of d@rt's equity, business or assets; or (iii) a successor by merger.

Entire Agreement

- 11.16. These Terms, including any Additional Terms and Policies, 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. The recitals form part of this Agreement.

Attachment 1

Promotional Codes

d@rt may, in d@rt's sole discretion, create Promotional Codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Transport Services Provider's services, subject to any Additional Terms and Policies that d@rt establishes on a per Promotional Code basis ("Promotional Codes").

You agree that Promotional Codes:

- (a) must be used for the intended audience and purpose, and in a lawful manner;
- (b) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise);
- (c) may be disabled by d@rt at any time for any reason without liability to d@rt;
- (d) may only be used pursuant to the specific terms that d@rt establishes for such Promotional Code;
- (e) are not valid for cash; and
- (f) may expire prior to your use.

d@rt reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promotional Codes by you or any other user in the event that d@rt determines or believes that the use or redemption of the Promotional Code was in error, fraudulent, illegal, or in violation of the applicable Promotional Code terms or these Terms.