

GT DRT Customer terms and Conditions

BY CLICKING THE 'I ACCEPT' BUTTON, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE CUSTOMER TERMS.

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

Background

Get There DRT Pty Ltd ('GT') GT ACN 624 441 532 and 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 8.1 of these Terms.
- 1.2. **'Applications'** means GT's mobile applications or websites provided by GT as part of the Services.
- 1.3. **'Applicable Law'** means all laws, including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws.
- 1.4. **'Charges'** means any charges (howsoever described) imposed as a result of the services or goods you receive from a third party provider.
- 1.5. **'Privacy Policy'** means GT's Privacy Policy located at <http://www.gettheredrt.com.au>.
- 1.6. **'Services'** means GT's technology services, including various applications, websites, content, products, and related services.
- 1.7. **'Terms of Use'/'Terms'** means the terms of use set out in this document.
- 1.8. **'You'/'Your'** means you, the customer of GT 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, an individual or other entity, 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 GT.
- 3.3. If you do not agree to these Terms, you must not access or use the Services.

4. Additional Terms

- 4.1. Additional terms may apply to certain Services, such as 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 will be posted on the applicable Service or <http://www.gettheredrt.com.au>.
- 4.2. Additional terms 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 Terms.
- 4.4. Additional terms 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. GT may amend the Terms related to the Services from time to time. Such amendments will be effective upon GT’s posting of such updated Terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms.
- 5.2. GT’s collection and use of personal information in connection with the Services is as provided in GT’s Privacy Policy located at <http://www.gettheredrt.com.au>.

6. Termination

- 6.1. GT may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any part thereof, at any time for any reason, including for poor ratings.
- 6.2. You may terminate these Terms or your access to any Services at any time, for any reason.

7. Services

- 7.1. The Services constitute a technology platform that enables you, as a user of GT's Applications, to arrange and schedule transportation services with independent third party providers of such services who are under agreement with GT.
- 7.2. The Services are made available solely for personal and non-commercial use.
- 7.3. You acknowledge that GT does not provide transportation services or function as a transportation service provider, and that all such transportation services are provided by independent third party entities either, if an individual, by them driving a commercial passenger vehicle, or if not, with drivers employed or engaged by them to do so.
- 7.4. 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

- 7.5. Subject to your compliance with these Terms, GT 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 GT and GT's licensors.

Restrictions

- 7.6. You may 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

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

Ownership

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

8. Your Use of the Services

User Accounts

- 8.1. In order to use most aspects of the Services, you must register for and maintain an active user account.
- 8.2. If you are an individual, you must be at least 18 years of age to obtain an Account.
- 8.3. Account registration requires you to submit to GT, 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

- 8.4. You agree to maintain accurate, complete, and up-to-date information in your Account.
- 8.5. 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 GT's termination of these Terms with you.
- 8.6. 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.
- 8.7. Unless otherwise permitted by GT in writing, you may only possess one Account.
- 8.8. You agree to notify us immediately of any breach in 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 a third party, you must immediately notify GT at admin@gettheredrt.com.au.

Using an Application to arrange and schedule a transport service

- 8.9. 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) accept that your request will either be accepted or declined based on the availability of a third party provider at your location at the pickup time, and that you will be informed via an SMS, push notification or confirmation screen in the Application.
- 8.10. If your request for a transportation service has been accepted, GT 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 and model), mobile phone number, and any other details GT consider appropriate which may include a photo of the driver); and
 - (b) the driver with your details necessary to enable the driver to provide the service.
- 8.11. When you receive a confirmation under clause 8.10(a), 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 GT immediately to correct the booking details.

User Requirements and Conduct

- 8.12. If you are an individual, the Services are only available for access and use if you are 18 years old or above.
- 8.13. You:
- must not authorise third parties to use your Account.
 - can, subject to the following dot point, use the Services to arrange and schedule transportation services with independent third-party providers of such services who are themselves under agreement with GT, for third-party passengers.
 - 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 such parent or guardian.
 - must not assign or otherwise transfer your Account to any other person or entity.
- 8.14. You agree to comply with, and ensure any passengers of yours 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).
- 8.15. You will not, and will ensure any passengers of yours do not, in their use of the Services, cause or aid in causing nuisance, annoyance, inconvenience, or property damage, whether to the third-party provider or any other party.
- 8.16. In certain instances you, or any passengers of yours, may be asked to provide proof of identity or to hold a ticket (e.g., where transport is provided by a public transport conveyance) to access or use the transport services, and you agree that you or any of your passengers may be denied access to or use of such services if you or they refuse to do so or otherwise fail to follow the terms of such a ticket.

Communications

- 8.17. 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, notifying you of privacy, administrative or security issues relating to your use of the Services.
- 8.18. You may opt-out of receiving such messages from GT at any time by following the directions found at admin@gettheredrt.com.au to unsubscribe. You acknowledge that opting out of receiving emails and text (SMS) messages may impact your use of the Services.

Network Access and Devices

- 8.19. You are responsible for obtaining the data network access necessary to access and use the Services.

- 8.20. Your 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.
- 8.21. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto.
- 8.22. GT 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

- 8.23. Terms relating to Promotional Codes are set out in Attachment 1 to these Terms.

9. Payment

- 9.1. 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. After you have received services or goods obtained through your use of the Service, GT will 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. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by GT.
- 9.2. All Charges are due immediately and payment will be facilitated by GT using the preferred payment method designated in your Account, after which GT 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 GT may, as the third party provider's limited payment collection agent, use a secondary payment method in your Account, if available.
- 9.3. As between you and GT, GT 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 GT's sole discretion.
- 9.4. This payment structure is intended to fully compensate the third party provider for the services or goods provided.

Repair or Cleaning Fees

- 9.5. You shall be responsible for the cost of repair for damage to, or necessary cleaning of, third party 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').
- 9.6. In the event that a third party provider reports to GT the need for Repair or Cleaning, and such Repair or Cleaning request is verified by GT in GT's

reasonable discretion, GT reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the third party provider using your payment method designated in your Account. Such amounts will be transferred by GT to the applicable third party provider and are non-refundable.

Cancellation and waiting fees

- 9.7. When you use the Services to request and schedule transportation with third party providers, you can cancel such a request at any time before or after you've been paired with a driver, but you may be charged a fee as specified in GT's Cancellation and waiting fee Policy.

10. Disclaimers; Limitation of Liability; Indemnity.

Disclaimer

- 10.1. The Services are provided "as is" and "as available." GT 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.
- 10.2. In addition, GT 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. GT 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.

Limitation of liability

- 10.3. To the extent permitted by law, GT and GT's Associates 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 access or use of the Services, even if GT or GT's Associates have been advised of the possibility of such damages. GT and GT's Associates 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 GT or GT's Associates have been advised of the possibility of such damages. GT and GT's Associates shall not be liable for delay or failure in performance resulting from causes beyond their reasonable control.
- 10.4. To the extent that GT or GT's Associates are responsible for any direct loss, their obligations are limited to either (i) re-performance of the Services; or (ii) refund of the fare. In no event shall GT's total liability to you in connection with the Services for all damages, losses and causes of action exceed one thousand dollars.

- 10.5. The Services may be used by you to request and schedule transportation with third party providers, but you agree that GT has no responsibility or liability to you related to any transportation provided to you by third party providers other than as expressly set forth in these terms.
- 10.6. The limitations and disclaimer in this clause 10 do not purport to limit liability or alter your rights as a consumer that cannot be excluded under the consumer law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Indemnity

- 10.7. You agree to indemnify and hold GT, GT'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) GT's use of your User Content; or (iv) your violation of the rights of any third party, including third party providers.

11. Other Provisions

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 after receipt by a party of a Dispute Notice, the parties must ensure that they 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:

- (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.

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 GT (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 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.

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 11.4 or 11.6 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 11.8.

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. GT may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication via text message sent to your address 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 GT by written communication to GT's address at admin@gettheredrt.com.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 GT is not liable for a failure of the Services due to the same.

Claims of Copyright Infringement

- 11.12. Claims of copyright infringement should be sent to GT at enquiries@gettheredrt.com.au.

General

Governing law

- 11.13. Except as otherwise set forth in these Terms, these Terms 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

- 11.14. No joint venture, partnership, employment or agency relationship exists between you, GT or any third party provider as a result of the contract between you and GT or use of the Services.

Severance

- 11.15. 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 Terms 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

- 11.16. You may not assign or transfer these Terms in whole or in part without GT's prior written approval. You give your approval to GT for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of GT's equity, business or assets; or (iii) a successor by merger.

Entire Agreement

- 11.17. 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. The recitals form part of this Agreement.

Attachment 1

Promotional Codes

- 11.18. GT may, in GT'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 provider's services, subject to any additional terms that GT establishes on a per Promotional Code basis ("Promotional Codes").
- 11.19. 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 GT at any time for any reason without liability to GT;
 - (d) may only be used pursuant to the specific terms that GT establishes for such Promotional Code;
 - (e) are not valid for cash; and
 - (f) may expire prior to your use.
- 12.20 GT 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 GT 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.