

(Please read to the end of this document to understand the services we offer you for your acceptance)

Driver's Appointment and Nature of the Relationship

1. The Company will engage you as a Driver for the Business and you agree to provide the Driver Services to the Company.
2. You will be engaged to provide Driver services to the Company as an independent contractor, not as an employee. As an independent contractor, you are not entitled to accrue annual leave, personal/carer's leave, long service leave or any other employee benefits during your time as a Driver providing Services to the Company.
3. You must not, without the written approval of the Company bind or commit or purport to bind or commit the Company or pledge its credit for any purpose.

Term 'ongoing'

4. Your engagement by the Company will commence on the Commencement Date and will continue until terminated in accordance with these terms and conditions.

Driver Obligations

5. To be a Driver, you must:
 - (a) be at least 21 years old to be a Driver of Passengers;
 - (b) be at least 18 years old to be a Delivery Driver;
 - (c) hold a full unrestricted current and valid Australian drivers licence issued more than 12 months ago;
 - (d) be able to speak reasonable English to enable clear and effective communication with Passengers and/or suppliers and recipients of deliveries;
 - (e) agree to provide references and pass any background checks the Company may in its discretion complete;
 - (f) have an IOS or Android phone;
 - (g) if requested, provide an original National Police Certificate for a National Name Check, issued by the relevant State or Territory Police and being dated no more than 30 days prior to the requested date by TiCKTOC;
 - (h) hold a valid Driver Accreditation issued by the relevant authority in your State or Territory;
 - (i) hold any other necessary licences, permits or approvals required to provide transportation services to third parties;
 - (j) meet all statutory and legal requirements set by the government, State's licensing authority or the regulatory authority that has issued the Driver's Driver Accreditation as amended from time to time;
 - (k) own or lease a personal vehicle in the Driver's personal name or a business name owned by the Driver, that meets the requirements to be a TiCKTOC Approved Vehicle;
 - (l) have an Australian Business Number (ABN) and be registered for GST.

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TICKTOC APPROVED VEHICLES

6. To be a TICKTOC Approved Vehicle for Passengers, the Driver's vehicle must:
- (a) be a passenger sedan, SUV or wagon or another vehicle as approved by TICKTOC;
 - (b) be less than 10 years old unless otherwise approved by TICKTOC;
 - (c) be regularly serviced and no less than in accordance with the manufacturer's recommendations, to ensure the vehicle is maintained in a roadworthy condition and hold, at the time of applying, a current roadworthy certificate for your vehicle;
 - (d) if requested by the Company at any time, the Driver will provide an up to date roadworthy certificate;
 - (e) the interior and exterior of the vehicle must meet the requirements of the Vehicle Fair Wear and Tear Policy;
 - (f) have no less than 5 seats and five working seat belts (one for the Driver and four passengers) unless otherwise approved by TICKTOC;
 - (g) be validly registered in the relevant State or Territory where Services will be provided;
 - (h) have no external or internal commercial branding unless pre-approved in writing by TICKTOC. External branding on taxis, identifying the vehicle as a registered taxi service is exempt from this sub-clause;
 - (i) be owned in the personal name of the Driver or be registered in a business name where the driver is named on the insurance policy as an insured party;
 - (j) be covered by Compulsory Third Party Personal Injury insurance which includes coverage for commercial ridesharing purposes and must written evidence of such insurance must be provided to TICKTOC on request;
 - (k) be covered by Compulsory Third Party Property or Comprehensive insurance which includes coverage for commercial ridesharing purposes and must written evidence of such insurance must be provided to TICKTOC on request; and
 - (l) not have any after-market modifications that are illegal or non-compliant with the manufacturer's specifications or void the manufacturer's warranty or insurance.
7. To be a TICKTOC Approved Vehicle for Deliveries, the Driver's vehicle must:
- (a) comply with the conditions set out in clause 6, except for (f); and
 - (b) be suitable for use as a delivery vehicle and may be a runner, bicycle, scooter, motorbike, passenger vehicle, truck or another vehicle as approved by TICKTOC.
8. Drivers of TICKTOC Approved Vehicle for Passengers may request TICKTOC register their vehicle for no more than three (3) Classes. Registration of the Driver's vehicle in any Class is subject to TICKTOC pre-approval. TICKTOC reserves the right to withdraw a Driver's vehicle from registration in any Class if, in TICKTOC's reasonable opinion, the Driver's vehicle no longer meets the eligibility criteria of the Class and/or no longer meets the criteria to be a TICKTOC Approved Vehicle for Passengers set out in clause 6.

Driver Performance

9. During the Term, the Driver must:

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- (a) ensure the Services are performed in a careful, proper, skilful and efficient manner in accordance with the highest professional standards applying to the Services;
- (b) ensure all interactions with Passengers are professional, courteous, friendly and do not breach the Company's policies including without limitation, discrimination, harassment or bullying;
- (c) know and obey all road rules including but not limited to speed limits and traffic signals and treat all other road users with respect;
- (d) not allow any other engagement to interfere with or take priority over your performance of the Services;
- (e) act with the utmost good faith in all of your dealings with the Company;
- (f) ensure that whilst performing the Services you will not intentionally do anything which is or may be harmful to or adversely affect the interests or reputation of the Company or the TiCKTOC group of companies or which is or may be harmful to the Company's Passengers;
- (g) ensure during the Term that he/she is always in compliance with clause 5;
- (h) ensure during the Term the Driver's Vehicle is maintained and all obligations set out in clause 6 to meet the requirements of a TiCKTOC Approved Vehicle are always complied with;
- (i) once a Fare is accepted, a Driver cannot refuse a Fare that is too short or inconvenient;
- (j) take the most direct, practicable route unless the Passenger requests otherwise;
- (k) comply with all reasonable directions, policies, procedures and standards of conduct given, amended or determined by the Company from time to time, including but not limited to, Behaviour, Professional Service, Harassment, Discrimination, Bullying, Occupational Health and Safety policies;
- (l) comply with all laws and regulations in the performance of the Services;
- (m) not delegate or sub-contract out any part of the performance of the Services to another person. If you delegate or sub-contract any part of the Services to another person you will remain liable to the Company for the performance of the Services, and you will be liable to the Company for the acts, defaults and omissions of any person or entity to whom you delegate or sub-contract the Services as if they were your acts, defaults or omissions. This sub-clause does not apply to the Dispatch of a Fare by a Driver through the Company App; and
- (n) not contact a Passenger following completion of a Fare, unless absolutely necessary. Should it be necessary for a Driver to contact a Passenger for any reason, the Driver must email TiCKTOC at driver@ticktoc.net and request assistance. TiCKTOC will advise the Driver the most appropriate course of action/s.

Hours and Classes of Vehicle

10. The Driver agrees and acknowledges:

- (a) that nothing in these terms and conditions guarantee a minimum number of engagements, length or consistency of the Services required to be provided by the Driver;

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- (b) the Driver may accept Fares from TiCKTOC for up to a maximum of 12 hours in a row (**Maximum Time Limit**) but must stop accepting Fares once the Maximum Time Limit is reached, as the Driver acknowledges and understands it puts both the Passengers and Driver's at risk;
- (c) when the Driver reaches the Maximum Time Limit, the Driver agrees to rest and wait no less than 8 hours before accepting any Fares from TiCKTOC; and
- (d) Drivers with TiCKTOC Approved Vehicle for Passengers registered in higher Classes may accept jobs for a lower Class category.

Misrepresentation

11. The Driver must not:

- (a) at any time, during the Term or after the termination of the Driver's engagement intentionally make any untrue statement in relation to TiCKTOC;
- (e) after the termination of your engagement, represent yourself as engaged by TiCKTOC as a contract up or connected with TiCKTOC in any way.

Location

12. The Driver will perform the Services in the State or Territory in which they reside and the TiCKTOC Approved Vehicle is registered.

Equipment

13. The Driver will provide at his/her own expense, all equipment necessary to carry out the Services.

Suspension

14. TiCKTOC may in its absolute discretion suspend the Driver's right to perform the Services including, in the following circumstances where TiCKTOC become aware of or suspects:

- (a) the Driver is in breach of clause 5, while TiCKTOC investigates and/or the Driver rectifies any breach;
- (f) the Driver is in breach of clause 9, while TiCKTOC investigates and, where possible, TiCKTOC clears the Driver of the suspected breach and/or the Driver rectifies any breach;
- (g) the TiCKTOC Approved Vehicle no longer complies with the requirements of clause 6, investigates and, where possible, TiCKTOC clears the Driver of the suspected breach and/or the Driver rectifies any breach.

Fees

15. TiCKTOC will pay you the fees in accordance with the fees set out in this clause (**Fees**) and as set out in clause 16:

(a) Passengers Services

Driver is paid the following Fee for each Driver Fare being, the Driver Fare paid less the Standard TiCKTOC Fee.

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(b) Fare Dispatched via TICKTOC APP

Where a Driver refers a Passenger or Delivery to TICKTOC resulting in a Fare to the TICKTOC App (**Referring Driver**) and TICKTOC dispatches that Fare to another Driver, TICKTOC will pay to the Referring Driver a Commission on the Fare received by TICKTOC for the Service Dispatched to another Driver.

- **Cancellations**

If you have accepted either a Book Now or Book Later fare you may cancel your acceptance within 5-minutes of your original acceptance, otherwise a \$10.00 cancellation fee charged to you.

Driver Fee: Passenger Examples

1. Driver accepts and completes a Business Class job:

Total fare	\$50.00
Minus TICKTOC Booking Fee	(\$2.20)
Balance after Booking Fee	\$47.80
Standard TICKTOC Fee @ 15%	(\$7.17)
PAID to Driver	\$40.63

2. Driver accepts a Business Class job directly from a client, outside of the TICKTOC App, and Dispatches it via TICKTOC's app for another Driver to complete:

Total fare	\$50.00
Minus TICKTOC Booking Fee	(\$2.20)
Balance after Booking Fee	\$47.80
Standard TICKTOC Fee @ 15%	(\$7.17)
Commission split, you get	\$3.59
Commission split, TICKTOC gets	\$3.58
PAID to Driver completing the job	\$40.63

(c) Delivery Fare

Drivers who accept and complete a Delivery Fare will be paid a Delivery Fee calculated as follows:

Driver Delivery Fee: Example

3. Driver accepts and completes a Delivery Fare

Total Fare	\$20.00
Minus TICKTOC Booking Fee	(\$2.20)
Balance after Booking Fee	\$17.80
Standard TICKTOC Fee @ 15%	\$2.70
PAID to Driver	\$15.10

16. Fees will be paid as follows:

- (a) TICKTOC will issue a weekly report to the Driver via the Driver App, detailing the Services provided for that week (**Weekly Report**). The total Fee payable in the Weekly Report will be paid into the Driver's nominated bank account 5 Business Days after the Weekly Report is issued to the Driver where no Notice it received.
- (b) The Driver must review the Weekly Report on receipt. If the Driver has any queries or disputes the contents of the Weekly Report (**Query**), the Driver must advise TICKTOC of the Driver's Query within 5 Business Days of receipt of the issued Weekly Report by emailing the Query to driver@ticktoc.net (**Notice**).

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- (c) TiCKTOC and the Driver must use their best endeavours to resolve the Query within 5 Business Days of receipt by TiCKTOC of the Notice.
- (d) If the Driver does not raise a Query within 5 Business Days of receipt of the Weekly Report, the Driver is deemed to have accepted of the Weekly Report and TiCKTOC will pay the Driver the Fees owing in the Weekly Report.
- (e) The Fee is the total consideration payable to the Driver for the Services.
- (f) Nothing in this letter entitles the Driver to be paid a minimum Fee per week.

Profit Share Programme

- 17. The first 1,500 Drivers who sign up to the App may opt in to the Profit Share Programme.
- 18. TiCKTOC may end the Profit Share Programme at its complete discretion at any time and the terms may be amended by TiCKTOC from time to time. TiCKTOC will notify Drivers via SMS, email or via the TiCKTOC app, of any change to the Profit Share Programme policy

Confidential Information

- 19. The Driver agrees to keep confidential all of TiCKTOC's Confidential Information and will not use any Confidential Information or disclose any Confidential Information to any person except:
 - (a) as required by law;
 - (b) with the prior written consent of TiCKTOC; or
 - (c) to TiCKTOC's agents, employees or advisers in the proper performance of the Driver's responsibilities and duties under these terms and conditions.
- 20. Subject to clause 21, if Confidential Information is lawfully within the public domain then to the extent that the Confidential Information is public, the Driver's obligations under clause 19, in relation to that Confidential Information ceases.
- 21. In the event of uncertainty as to whether:
 - (a) any information is Confidential Information; or
 - (b) any Confidential Information is lawfully within the public domain,that information is taken to be Confidential Information and the Confidential Information is taken to be not within the public domain, unless you are informed by TiCKTOC in writing to the contrary.
- 22. You must immediately deliver all Confidential Information which is in physical form, including copies of computer files to TiCKTOC:
 - (a) on termination of your engagement with TiCKTOC;
 - (b) at any time upon the request of a person authorised by TiCKTOC.
- 23. The obligations under these clauses 19 to 23 survive termination of your engagement with TiCKTOC and are enforceable at any time at law or in equity and continue to the benefit of each Group Company.

Intellectual Property

24. The Driver acknowledges and agrees that all Intellectual Property is and will be the sole and exclusive property of TiCKTOC. If the Driver creates any Intellectual Property relating to or in connection with the Services, the Driver further acknowledges and agrees that:

- (a) as legal and beneficial owner, the Driver assigns all Intellectual Property to TiCKTOC Technologies Pty Ltd, a company being part of the TiCKTOC group of companies, including all common law and statutory rights and remedies and any rights of action available to you in relation to the Intellectual Property;
- (b) full right, title and interest in and to copyright works created by the Driver for or in relation to the Services will vest in TiCKTOC immediately on creation;
- (c) as soon as you become aware of information and details related to any Intellectual Property, you will promptly disclose that information and those details to TiCKTOC;
- (d) the Driver will promptly execute all documents and at his / her own cost and do all things necessary to vest or assign full right, title and interest in the Intellectual Property in and to TiCKTOC or such other company as TiCKTOC nominates free of all encumbrances, claims and third party rights; and
- (e) you grant TiCKTOC or its nominee company (and its licensees, successors in title and authorised agents) an irrevocable consent to do or omit to do any act which would otherwise infringe your moral rights under the Copyright Act 1968 (Cth) in relation to all copyright works you make in the course of providing the Services, whether such act or omission occurs before or after the date of the Driver's acceptance of these terms and conditions.

25. The parties agree that, other than as provided in these clauses 24 to 26, nothing in these terms and conditions transfers ownership in, or otherwise grants any rights in any Pre-existing Materials of a party.

26. You grant to the Company a world-wide, non-exclusive, royalty free, perpetual, irrevocable and transferable licence (including a right of sub-licence) to use and exploit your Pre-existing Materials to the extent required for the full enjoyment by the Company of the Intellectual Property.

Warranty

27. You warrant to the Company that:

- (a) your vehicle complies with conditions set out in clause 6 to be a TiCKTOC Approved Vehicle at the Commencement Date and at all times during the Term;
- (b) you comply with all the conditions set out in clauses 5, 6 and 9 at the Commencement Date and will comply with those conditions at all times during the Term;
- (c) you advise the Company in writing as soon as possible on discovering you are wholly or part in breach of clauses 5, 6, or 9;
- (d) you have not charged, assigned, licensed, encumbered or granted any interest in the Intellectual Property, except as provided in these terms and conditions;
- (e) the copyright works created by you, the Driver, in the course of providing the Services (whether created before or during the Term) are original works which are

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- not copied, and which will not be copied, wholly or substantially from any other works;
- (f) the use and exploitation (including reproduction, publication, performance, communication and adaptation) by the Company of the Intellectual Property, or any part of the Intellectual Property, will not infringe the copyright or any other intellectual property rights of any third party and does not require any consent from or the making of payment to any person; and
 - (g) you, the Driver, have full power to enter into these terms and conditions and to give the warranties, representations and indemnities contained in these terms and conditions.

Indemnified Taxes

- 28. The Driver will pay, or cause to be paid when due and payable, all of the Indemnified Taxes. The Driver will ensure proper completion and filing with the relevant government authority of all relevant forms and returns and other related documentation in relation to the Indemnified Taxes.
- 29. The Driver will indemnify and keep indemnified the Company from and against any liability for the Indemnified Taxes.
- 30. If the Company is, becomes or reasonably forms the view that it may be or become liable for the payment of any Indemnified Taxes in respect of the performance of the Services by you, the Driver, the Company may deduct the amount of its liability for the Indemnified Taxes from any amount due to you under these terms and conditions or otherwise.
- 31. In addition to any indemnity payment required to be made by you in accordance with clause 30, the Driver must pay any other amount determined by the Company to be reasonably necessary to compensate the Company for any income tax liability, or reduction in income tax losses available to be carried forward, to ensure that the Company's after tax position is the same (or substantially the same) as it would have been had the Company never been liable for any Indemnified Taxes.

GST

- 32. Expressions used in these clauses 32 to 38 which are not defined, but which have a defined meaning in the GST Law, have the same meaning.
- 33. 'GST Law' has the meaning given to that expression in the 'A New Tax System (Goods and Services Tax) Act 1999'.
- 34. Unless otherwise expressly stated all consideration to be provided under this document is exclusive of GST.
- 35. If GST is payable in respect of any supply made by a supplier under this document, the recipient will pay to the supplier an amount equal to the GST payable on that supply. The recipient will pay the amount referred to in this clause 34 in addition to and at the same time that the consideration for the supply is to be provided under this document.
- 36. The supplier will provide the recipient with a tax invoice in respect of any supply made by the supplier to the recipient under this document. The tax invoice will be provided to the recipient before the recipient provides any consideration to the supplier under this document for the supply.
- 37. Where the recipient is required under this document to pay for or reimburse an expense or outgoing of the supplier, the amount to be paid by the recipient is the amount of the expense or outgoing less any input tax credit in respect of such expense or outgoing to which the supplier is entitled plus any GST payable by the supplier in respect of the supply to the recipient.

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38. Where at any time an adjustment event arises in respect of any supply made by the supplier under this document, the supplier will provide the recipient with an adjustment note in respect of the adjustment event as soon as practicable after the occurrence of the adjustment event.

Insurance and Indemnity

Insurance

39. You will:

- (a) obtain and keep in force all relevant insurances as the Company may reasonably require;
- (b) provide the Company with a certificate of currency for each insurance when requested by the Company.

Indemnity

40. The Driver will indemnify the Company, and continue to hold the Company indemnified, against any:

- (a) liability, loss, damage, injury or death sustained by any person or to any property arising out of or in connection with the performance or purported performance of the Services, including where it occurs as a result of, or arising in connection with or from negligence, breach of duty or breach of statute by the Driver or any person employed or engaged by the Driver; and
- (b) workers' compensation or other claims made against the Company that may arise out of or in connection with the performance, the failure to perform or the purported performance of the Services.

Termination

Termination by either party

41. Your engagement may be terminated at any time during the Term by the Driver or the Company on the giving of one weeks' notice in writing to the other party.

Termination by the Company

42. Notwithstanding any other provision in these terms and conditions, the Company may immediately terminate the Driver's engagement at any time (without a notice period) if the Driver:

- (a) become bankrupt or compound with your creditors or any of them or assign your estate for the benefit of your creditors or any of them;
- (b) commits a breach of clauses 5, 6, 9 or 10 which are fundamental terms of the agreement between the parties;
- (c) the Driver's vehicle does not comply with the terms set out in clause 6 and the breach cannot be rectified within 10 business days of the Company requesting in writing the breach be rectified;
- (d) commit a serious or persistent breach of the provisions of these terms and conditions which is incapable of being remedied to the Company's reasonable satisfaction;
- (e) become a person whose person or estate is liable to be dealt with in any way under mental health law;

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- (f) are precluded from taking part in the management of a corporation by virtue of any provisions of the Corporations Act 2001 (Cth); or
- (g) are convicted of any offence involving fraud or dishonesty or any other offence (including a traffic offence) which is punishable by imprisonment or loss of licence (whether you are imprisoned or not or lose your licence or not).

For the purposes of this clause, a serious breach of these terms and conditions includes the following:

- (a) abusive or threatening behaviour towards a Passenger;
- (b) any dishonest or fraudulent activity including Drivers using the system for non-genuine jobs, such as jobs driving family members or friends
- (c) not holding a valid Driver's Accreditation;
- (d) contacting a Passenger via their mobile phone using any technology available including voice call, face time, text or messenger service to determine their destination address on accepting a job;
- (e) contacting a Passenger via their mobile phone using any technology available including voice call, face time, text or messenger service after a trip has been completed, unless authorised by the Company.

Termination by the Driver

43. If the Company unilaterally changes, replaces or terminates a clause in these terms and conditions in the 30 days following notification by the Company via the Driver App, the Driver may terminate his/her engagement with the Company. Clauses 44 to 46 will apply if the Driver terminates his/her engagement under this clause.

Compensation

44. On termination of your engagement you are not entitled to any compensation or damages from the Company in relation to that termination. The Company will only be liable to pay that part of the Fee that relates to the Services provided up to and including the date of termination of the engagement.
45. If your engagement is terminated by the Company or you fail to provide notice in accordance with clause 41, the Company may also:

- (a) recover any sums paid to you on account of Services which have not been performed; and
- (b) recover from you the amount of any loss or damage sustained as a result of the termination.

Return of Property

46. On termination of your engagement, you are required to return all Company property in your possession to the Company.

Miscellaneous

Governing law

47. This letter is governed by and is to be construed in accordance with the laws of Victoria.

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48. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

Severance

49. Any provision of this letter which is or becomes illegal, void or unenforceable in any jurisdiction will be ineffective in that jurisdiction only to the extent of the illegality, voidness or unenforceability and will not invalidate the remaining provisions of this letter nor affect the validity or enforceability of that provisions in any other jurisdiction.

Variation of these Terms and Conditions

50. The terms and conditions may be varied, replaced or terminated by the parties in writing signed by yourself and an authorised representative of the Company or by the Company unilaterally particularly where it is necessary to comply with changes to legislation and regulatory requirements. If the Company needs to unilaterally amend the terms and conditions, it will notify its existing Drivers via the Driver App that these terms and conditions have changed. Drivers will have 30 days from the date of notification of the changes to exercise their right to terminate this agreement under clause 43 if the Driver does not accept the changes made by the Company.

Entire Understanding

51. These terms and conditions embody the entire understanding of the parties in relation to its subject matter and all previous negotiations, representations or contracts are superseded by these terms and conditions.

Assignment

52. The Driver may not assign any of his or her rights under these terms and conditions.

Non-Waiver

53. Any party's failure to exercise or enforce any rights conferred on it under these terms and conditions will not be deemed to be a waiver of any such right or operate to bar the exercise or performance thereof at any time or times thereafter nor will any party's waiver of any right under these terms and conditions at any given time including rights to any payment be deemed a waiver for any other time. A waiver by a party is only effective if it is in writing.

Severability

54. If any term or provision of the Agreement is held to be invalid or unenforceable, it is to be read down so as to be valid or enforceable or, if such reading down is not possible, severed and the remaining terms thereof will not be affected but will be valid and enforced to the fullest extent permitted by law.

Service of Notice

55. A notice or other communication required or permitted under this document, must be in English and may be served by the parties by:

(a) hand delivery; or

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- (b) sent by prepaid post or email to the other party's last advised address or email.

56. TiCKTOC may also serve notices to the Drivers by:

- (a) sending the notice through the TiCKTOC App to the Driver; or
- (b) sending a text to the Driver's mobile number as registered on the TiCKTOC App.

Effective on Receipt

57. A notice given in accordance with clauses 55 and 56 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) If hand delivered, on delivery;
- (b) if sent by regular prepaid post, six Business Days after the date of posting (or thirteen Business Days after the date of posting if posted to or from a place outside Australia);
- (c) if sent by priority prepaid post, four Business Days after the date of posting;
- (d) if sent by express post, one Business Day after the date of posting;
- (e) if by email, one hour after the notice is sent, unless the sender's machine receives a delivery failure report; or
- (f) if sent by sending the notice through the TiCKTOC App to the Driver or a text to the Driver's mobile number as registered on the TiCKTOC App, one hour after the Notice is sent, unless the sender's machine, App or mobile device receives a delivery failure report,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00 am on the next Business Day.

Particulars for Service

- 58. The particulars for service of the Drivers and TiCKTOC are specified in details of the parties set out in clause 61.
- 59. The Drivers may change their address, email address or mobile number for service by updating their profile on the TiCKTOC App.
- 60. TiCKTOC may change its address, phone number or email address by sending a notice to the Drivers through the TiCKTOC App.

61. Parties Details for Service of Notices

Driver

Email: as provided by the Driver on the TiCKTOC App.

Mobile: as provided by the Driver on the TiCKTOC App.

TiCKTOC

Email: driver@ticktoc.net

Address: 147 Montague Street, South Melbourne, Vic, 3205

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Definitions

In this document, the following definitions apply:

Booking Fee means \$2.20 (incl GST) or as amended by TiCKTOC from time to time.

Business means the Company's business which involves connecting the consumers of ride sharing and delivery services to suppliers of the same and in the future, the Company is expecting to expand to include other forms of connecting consumers to product and service offerings.

Business Class Vehicle includes the types of vehicles listed or vehicles of a similar but no less than standard as determined by TiCKTOC, and as set out in the TiCKTOC Vehicle Guide on the TiCKTOC website as amended from time to time.

Business Class means the TiCKTOC Approved Vehicle Dispatched will be a Business Vehicle.

Business Day means a day that is not a Saturday or Sunday, or a day that is wholly or partly observed as a public holiday in Victoria.

Cancellation means you have cancelled an accepted fare and may be charged for your action to cancel

Classes includes First Class, Business Class, Lux Van Class, Economy Class, Taxi Class or Disability Class.

Commencement Date means the date the Driver downloads the Driver App to an IOS or Android device, as the act of downloading the Driver App is the positive act of the Driver's acceptance of these terms and conditions and is subject to the Driver meeting the criteria set out in clause 5 and the Driver's Vehicle meets the criteria set out in clauses 6 and/or 7 as appropriate.

Commission means 50% of the Fare as amended by TiCKTOC from time to time.

Company means TiCKTOC Worldwide Pty Ltd ACN 611 820 458 of 147-149 Montague Street, South Melbourne.

Confidential Information means any trade secret, manufacturing process, software, formulae or any information relating to the business affairs, accounts work, marketing plans, Passengers, sales plans, plans for expansion, prospects, research, management, financing, products, inventions, designs, processes and any data bases, data surveys, specifications, drawings, records, reports, software (source and / or object code) or other documents material or other information whether in writing or otherwise which is not lawfully within the public domain concerning the any Group Company or any of their customers or suppliers

Delivery Fare means the money paid for the delivery of goods by a Driver in a TiCKTOC Approved Vehicle.

Disability Class means the TiCKTOC Approved Vehicle Dispatched will be a Disability Vehicle.

Disability Class Vehicle includes the types of vehicles listed, or vehicles of a similar but no less than standard as determined by TiCKTOC, and as set out in the TiCKTOC Vehicle Guide on the TiCKTOC website as amended from time to time.

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Dispatched means the Fare is sent to a Driver who is sent off to a destination to collect the Passenger or pick up the Delivery item to delivery to another location.

Driver means a person engaged by TiCKTOC to provide the Services.

Driver Accreditation means a valid and current driver accreditation issued by the relevant authority in the Driver's State or Territory where the Driver Services will be provided.

Driver Fare means the money paid for the journey provided by a Driver in a TiCKTOC Approved Vehicle.

Economy Class means the TiCKTOC Approved Vehicle Dispatched will be an Economy Vehicle.

Economy Vehicle means any vehicle not a First Class, Business Vehicle, Lux Van, Taxi Vehicle, Disability Vehicle or a Business Vehicle.

Fare means a Driver Fare or a Delivery Fare.

First Class means the TiCKTOC Approved Vehicle Dispatched will be a First Class Vehicle.

First Class Vehicle includes the types of vehicles listed, or vehicles of a similar but no less than standard as determined by TiCKTOC, and as set out in the TiCKTOC Vehicle Guide on the TiCKTOC website as amended from time to time.

Group Company means any Related Body Corporate of the Company.

Indemnified Taxes means any Tax arising out of or in relation to these terms and conditions, provision of the Services or any other transaction contemplated by these terms and conditions including Pay As You Go withholding tax, fringe benefits tax, superannuation guarantee charge amounts, worker's compensation insurance premiums, payroll tax together with all costs, interests or penalties payable by reference to those taxes, excluding GST (as defined in clauses 32 to 38).

Intellectual Property means any and all industrial and intellectual property of any kind (whether or **not** in a material form) that is developed for or arises out of or in relation to the performance of Contract Services, including but not limited to:

- (a) patents, trade marks, copyright (existing and future) and designs (whether registered or unregistered);
- (b) any application or right to apply for registration in respect of any of the rights in sub-clause (a); and
- (c) eligible layout rights, database rights, software developments, computer programs (including both source and object codes), processes, inventions, specifications, formulas, know-how, research data, improvements in procedure, discoveries and similar rights.

Lux Van Class means the TiCKTOC Approved Vehicle Dispatched will be a Lux Van.

Lux Van includes the types of vehicles listed, or vehicles of a similar but no less than standard as determined by TiCKTOC, and as set out in the TiCKTOC Vehicle Guide on the TiCKTOC website as amended from time to time.

Passenger means a person who is travelling in a TiCKTOC Approved Vehicle driven by a Driver.

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Pre-existing Materials means all works, things, materials and documents (including any subsisting intellectual property rights in those items) developed by or on behalf of a party independently of the engagement effected by these terms and conditions.

Profit Share Programme means the profit share programme set out in TiCKTOC's policies, as amended from time to time.

Related Body Corporate has the meaning given to it as set out in section 50 of the Corporations Act (Cth) 2001.

Services means driving Passengers from one destination to another and/or picking up and driving goods from one destination to another.

Standard TiCKTOC Fee means 15% of the Fare as may be amended by TiCKTOC from time to time.

Tax means any tax, levy, impost, deduction, charge, rate, compulsory loan, withholding or duty by whatever name called and whether Australian, foreign, state, municipal or local.

Taxi Class means the TiCKTOC Approved Vehicle Dispatched will be a Taxi Class Vehicle.

Taxi Class Vehicle includes the types of vehicles listed, or vehicles of a similar but no less than standard as determined by TiCKTOC, being a vehicle approved and licensed by the relevant statutory or regulatory authority in the Driver's State or Territory to be a taxi.

TiCKTOC means the Company.

Interpretation

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word is defined, another part of speech has a corresponding meaning.

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- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) The words **subsidiary, holding company** and **related body corporate** have the same meanings as in the Corporations Act.
- (h) A reference to "**dollars**" or "**\$**" is to an amount in Australian currency.
- (i) A reference to this document includes the agreement recorded by this document.

General Terms and Conditions ENDS

Please continue over for:

TICKTOC TiCKWallet Payment System User Service Agreement

TICKTOC TiCKWallet Payment System User Service Agreement

This Service Agreement is relevant to any User who registers with and is validated to use the TICKTOC Driver and Service Provider application and the TICKTOC Passenger application.

Please review this document ("**Service Agreement**") carefully before you proceed to use TICKTOC Worldwide Pty Ltd's ("**TICKTOC**" or **TiCKWallet**) mobile applications and websites, payment processing services, other products and services (together, the '**Services**'). When you register for and use any of the Services, you agree to be governed by all the terms and conditions outlined in this Service Agreement. Where applicable, you accept these terms as an authorised person on behalf of a business (Company, Trust, Partnership, Joint Venture or any other legal entity) using the Services.

You must be a legal, permanent resident of Australia, an Australian citizen or a company authorised to conduct business in Australia. You may not resell or export the Services in any way. You must also be aged 18 or greater to use the Services.

DEFINITIONS

'**Agreement**' means this entire document: 'TICKTOC TiCKWallet Payment System User Service Agreement'.

'**Australian Consumer Law**' means Schedule 2 to the Competition and Consumer Act (Cth).

'**Bulk Electronic Clearing System**' (**BECS**) means the settling of transferred funds between accounts by financial institutions.

'**Buyer**' means any person that presents a bank card or TiCKWallet to a Seller in order to make a payment.

'**Chargebacks**' means reversed transactions.

'**Consumer**' has the same meaning as in section 3 of the Australian Consumer Law.

'**Consumer Guarantee**' means a Consumer Guarantee applicable to goods or services supplied or to be supplied under this Agreement by operation of the Australian Consumer Law.

'**Dispute**' means any dispute, difference or issue between the parties concerning or arising out of or in connection with or relating to this Agreement or the subject matter of this Agreement or the existence, breach, termination, validity, repudiation, rectification, frustration, operation or interpretation of this Agreement including, without limitation, any claim: (i) in tort; (ii) in equity; (iii) pursuant to any applicable state, territory, Commonwealth, foreign or international statute or law; or (iv) of any other kind or nature under any applicable law.

'**Fees**' means Transaction or Service charges in the normal course of banking transactions or other exception fees as may be charges from time to time passed through either from the financial institution or from Us.

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'Financial Institution' means registered bank.

'Law' means common law, principles of equity and any legislation, enactment, proclamation, by-law, regulation published policy or regulatory guide passed or adopted by any government body or authority with applicable jurisdiction and includes any amendments, consolidations or replacements of them and all orders, ordinances, regulations, rules, by-laws and policies made under them.

'Merchant' means a Seller who has the capability to accept electronic payments via the TiCKTOC application and to whom a Buyer is offering payment for a product or service.

'Our' means Services offered by "TiCKTOC Worldwide Pty Ltd", We", "Us "TiCKTOC", "TiCKWallet".

'Pooled Bank Account' means co-mingled funds held together with other TiCKWallet account holders in a financial institution

'Seller' means any person that signs up for a TiCKTOC account to accept payments using Our Services.

'Services' means products and services provided by Our mobile and website search, booking and payment applications and processes as branded under TiCKTOC Worldwide Pty Ltd "TiCKTOC", TiCKWallet", or otherwise referred to in this Agreement as "We", "Us" or "Our".

'TiCKTOC' means TiCKTOC Worldwide Pty Ltd. ABN: 34 611 820 458

'TiCKTOC Services' means all services offered within the TiCKTOC Driver, TiCKTOC Service Provider and TiCKTOC Passenger application and any related service information or offering on our Website(s).

'TiCKWallet' or **'TiCKWallet Services'** means the payment and transaction capabilities provided within the TiCKTOC application.

'Us' has the same meaning as 'Our'.

'User' means any individual, Buyer, Seller or entity that registers and is validated to use the TiCKTOC Service.

'We' has the same meaning as 'Our'.

'You', or 'Your' means the person who has consented to download and use the TiCKTOC application.

1. PRIVACY

- a. The terms outlining how we will use and manage your personal data collected from the use of this Service is described in the TiCKTOC Privacy Policy on our website, www.ticktoc.net which may be updated from time to time. Further, you shall abide by Australian law in relation to Privacy Act 1988 (Cth), the Do Not Call Register Act 2006 (Cth) and the Spam Act 2003 (Cth).

2. PERMISSION AND ACCESS

- a. You must open an account with TiCKTOC to use the Services. We may evaluate your information to verify you for acceptance or notify you otherwise. Once you have successfully activated a valid account and continue to comply with this Service Agreement, We grant you limited, non-exclusive, non-transferable, permission to access and use the Services.
- b. We own the copyright, trademark, designs, patents and text of this Service. Any and all parts of the Services may not be re-sold, duplicated or copied for any commercial purpose. This permission does not allow any downloading of account information other than your own, nor may you use any trademark or other proprietary information.
- c. You must comply with all relevant local laws otherwise the permission granted by our Services will terminate due to any non-compliance by a user. You authorise Us, in relation to the Services, to act as your agent for the purposes of transacting, holding, receiving and disbursing funds on your behalf.

3A. TiCKTOC AND TiCKWALLET ACCOUNT REGISTRATION

To register for the Services, you must ensure that:

- a. your use of the Services will be in compliance with local laws and regulations;
- b. you have a valid bank account with a third-party Australian bank;
- c. you have a valid bank card issued by an Australian bank; and
- d. you provide honest, accurate and complete information.

3B. SIGNING UP AS A BUSINESS

- a. If you are signing up for Our Services as a business, you must use the accurate name of your company and supply its Australian Business Number (ABN) or Australian Company Number (ACN). This name will appear on the Buyer's Credit or Debit card statement for all payments that you as a Merchant accept using the Services.

3C. VALIDATION

- a. You must not fraudulently impersonate any person or company. You authorise Us to use any information you have provided to Us, to request additional information from you at any time and to obtain credit reports about you to verify your identity while you are registered.
- b. You must also keep the information that you provide up-to-date. If necessary, you authorise Us to periodically obtain additional reports to determine whether you continue to meet Our account requirements.

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3D. RIGHT TO SERVICE

- a. We reserve the right to refuse to provide Services to anyone for any reason. If you provide inaccurate or false registration information, do not immediately notify TiCKTOC of changes to your registration information or if you fail to comply with applicable laws or this Service Agreement, We may refuse service or terminate your account(s) without prior notice to you.

To be able to transact payments out of the TiCKTOC Service, you will need to undertake a 100-point identification check by providing documents as follows:

Individuals and companies are to provide **any two** of the following clear pictures from within the app:

- Australian driver licence
- Medicare card
- Australian passport
- Australian working visa
- Birth Certificate

Companies must provide in-app:

- ABN/ACN and
- Full Company name

TiCKTOC will verify information provided and advise you by email.

4. SECURITY OF YOUR ACCOUNT

- a. You are obligated to restrict access and to maintain the security of your TiCKTOC account, and agree to accept responsibility for all activities that occur within your TiCKTOC account. You agree to inform Us immediately if you suspect that your TiCKTOC account is being accessed in an unauthorised manner. We shall not be liable for any unauthorised transaction conducted using your TiCKTOC account prior to such acknowledged notification.
- b. You are responsible for ensuring that the information you provide Us is correct, complete and up to date via the TiCKTOC app or notifying Us of any changes via email to support@ticktoc.net.
- c. You agree to allow TiCKTOC to retain and manage the information you have provided in order to provide Services to you.
- d. We have implemented third-party protection measures intended to secure information about you from accidental loss and from unauthorised access, use, alteration or disclosure. Despite these measures, we do not guarantee that unauthorised third-parties will never be able to defeat those measures and use your information. You agree to provide your personal or company information at your own risk.

5A. MAKING MERCHANT PAYMENTS

- a. To make payment to a Merchant you may present your Credit or Debit card to the Mobile presented to you by the Merchant; provided you have verified that the Merchant device belongs to the person or company presenting it.
- b. Cards accepted include Visa, Mastercard, American Express and JCB. We may remove or add Cards that we accept at any time without prior notice.

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- c. Once the Buyer and Seller agree that the payment details showing on the mobile device are correct, TiCKTOC will submit the transaction to the banking system for processing. The relevant amount including any relevant sales and government taxes and fees or charges, (Transaction Fee and Service Fee as specified in-app and on Our website) will be charged to your selected bank card and the corresponding amount, less fees and charges, will be transferred to the Merchant once verified.
- d. When using the Services, all transactions will be denominated in Australian Dollars ("AUD"). If the Credit or Debit card you use to make payments is not denominated in AUD, you will be charged in your local currency's amount equivalent of the AUD price. Your bank card issuer may charge you fees such as currency conversion and/or transaction fees, for making a purchase in AUD rather than your local currency. We shall not be liable for any fees charged or exchange rates used by your bank card issuer.

5B. RECEIVING MERCHANT PAYMENTS AND ACCESS TO YOUR FUNDS

- a. When you collect payment from any person via Credit or Debit card or when any person makes a payment to you through their TiCKWallet, TiCKTOC will process the payment and credit the corresponding amount, less fees and charges, to your TiCKWallet account. Credit and Debit card payments to Merchants will be paid by the buyer's designated bank to TiCKTOC, with TiCKTOC then instructing its bank to make the appropriate onward payments to Merchants.
- b. Provided you have completed your 100-point check and We have verified your account, you may transfer funds from your TiCKWallet (less any applicable Fees) to your verified Australian bank account or use funds in your TiCKWallet to purchase products and services via the TiCKTOC application. When transferring funds to your designated bank account, the transaction is deemed to be complete when the designated financial institution has accepted the transaction or funds.
- c. Where you hold a balance in your TiCKWallet account, your funds will be co-mingled with other TiCKWallet account holders and held by Us in Our nominated financial institution ('Pooled Bank Account') until such time you request to pay for products and services or transfer your funds from the TiCKWallet to your linked bank account. As such, we hold your funds on your behalf for the benefit of you and others holding balances. We will not use funds from the Pooled Bank Account for corporate purposes.
- d. **Our Setoff Rights**

If any amount payable to Us is due but unpaid, we may withhold payment of any amount that is payable by Us to you until you have made payment of the amount that you owe us. We may set off any amount that you owe us against any amount that we owe you. You may be requested to supply additional documentation required for us to secure Our interest in any unpaid funds.

5C. TRANSFERS BETWEEN TICKWALLETS

- a. To make a transfer funds to another party through the TiCKWallet system, you add the amount you wish to transfer and, provided the recipient is present, you share this with their QR Code reader. If the recipient is not present, you may send a request to the recipient which will present your QR Code to them. The recipient can then agree to transfer money to your TiCKWallet.
- b. Once the information you provided has been verified, TiCKTOC will submit the transaction and the corresponding amount will be transferred to the intended recipient.
- c. A person who wishes to make payment to you, or vice versa, will be unable to do so until they have registered for and activated a valid TiCKTOC account. You will be unable to accept any payments until your TiCKTOC (including the TiCKWallet feature) account has been activated successfully.

5D. TAX RECEIPTS

- a. After presenting your Credit or Debit card to the mobile merchant device or after payment is completed via your TiCKWallet, you will receive a receipt acknowledging the completed payment. You are encouraged to retain this receipt should you have any reason in future to refer to it for any purpose, including any claim upon the merchant.
- b. If you are a Merchant, accepting payments via Credit and Debit cards or via the TiCKWallet, you are obliged to provide a receipt via SMS or email and retain your electronic transaction records for a period of 30-months or longer as may be required by State or Federal law. As a merchant, it is entirely your responsibility to store receipt records safely and securely such that you alone, or your employees in the general course of doing business, can access them for reporting, legal or managing refund and chargeback requests.
- c. By providing a receipt, Buyers may be offered the opportunity to provide feedback to Sellers about their customer experience. Should a Seller receive feedback, the Seller may elect to respond to that Buyer directly if they have enabled you to reply, otherwise the Seller is not permitted to provide feedback to a Buyer.
- d. After a transaction, a Seller is not permitted to communicate with a Buyer to request their account or Credit or Debit card information or request any information unrelated to their transaction or feedback.
- e. Under all circumstances you are not permitted to send abusive, harassing, excessive or objectionable messages that contravene this Agreement.

5E. TRANSACTION RECORDS

- a. TiCKTOC records transactions conducted through your TiCKTOC account. All of your own transaction history is held within the application. You may access your transaction information within the application or via the secure logon on the website.

5F. TAXES

- a. We disclaim ANY liability for Taxes. When receiving payment via Our Services you alone are responsible for calculating and applying correct, regulated and appropriate taxes to apply to any transaction.
- b. You alone are responsible for collecting, withholding, reporting and remitting correct Taxes to the appropriate tax authority.

5G. GST

- a. We disclaim ANY liability for your GST. When receiving payment via Our Services you alone are responsible for calculating and applying the correct, regulated GST to the transaction.
- b. The Seller is responsible for collecting, withholding, reporting and remitting correct GST to the appropriate authority.
- c. Should you require information about GST in Australia, please refer to *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* [here](#)
- d. The Buyer of your products and service must pay the applicable GST in the same transaction as for the product or service you are supplying.
- e. The receipt supplied to the Buyer should state that GST is included in the total fee or the GST should show as a separate line item on the receipt and/or tax invoice.

5H. ENQUIRIES

- a. If you have a complaint or query pertaining to a merchant transaction, you will need to contact the relevant Merchant for resolution.
- b. You may make other enquiries though support@ticktoc.net

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5I. LINKING TO BANK CARDS OR ACCOUNTS

- a. Your TiCKTOC account may have multiple bank cards and bank accounts linked to it. You are able to add your card and account details within the TiCKTOC TiCKWallet; within the application.

5J. DEBITS

- a. As part of registering with Us, the Seller authorises us to direct debit any Chargebacks, or related payments due to Us under this Agreement, from your linked account in in AUD.
- b. The Sellers linked account must be capable of accepting direct debits via the Bulk Electronic Clearing System (BECS). It is your responsibility to ensure your linked bank account details are correct. It is advised to check bank account details with your most recent bank statement.
- c. Please allow 24-48 hours for completion of debits from your account. If you believe that there has been an error in debiting your account, you should contact support@ticktoc.net. You can also contact your financial institution.
- d. You are responsible to ensure you have sufficient cleared funds available in the account to be debited when payments are due. If available funds are insufficient to honour the debit, you will be notified that your payment has been returned unpaid. You will be requested to top-up your account and advise us to reinitiate the debit.

5K. UPDATING PASSWORDS

- a. You will be asked to enter a password whenever you use TiCKTOC's Services. A password may be changed or re-set with an email being sent to the email address in our records. Clicking on the 'reset password' link in the email will allow you to change or reset your password. Should you require any assistance resetting your password please contact support@ticktoc.net

5L. REFUNDS

- a. You as the Seller are obliged to provide a payment receipt to a Buyer to help manage, avoid or reduce requests from a Buyer for refunds.
- b. The Seller agrees to offer and adhere to its refunds and returns policy relevant to its products and services. The Seller is solely responsible for managing any and all refunds and returns.
- c. The Seller must maintain sufficient funds in their TiCKWallet to enable refunds to transact.
- d. If the Seller's available balance is insufficient to cover the refund, We will request the Seller's authorisation to withdraw up to the requested refund amount from the linked bank account or Credit Card including any applicable fees and charges.
- e. In the instance where the Seller provides a refund, the relevant bank will credit the amount back to the bank card which was initially used. We make no exceptions to this policy.
- f. We will also refund any applicable Fees to ensure the full purchase amount is returned to your Buyer. Refunds may only be processed up to 60 days from the original purchase date.
- g. TiCKTOC is not responsible for any errors made by the Merchant when they process the refund nor do we accept any responsibility to accept any returns on your behalf.

5M. CHARGEBACKS

- a. You, as the Seller, are obliged to provide a payment receipt to a Buyer to help manage, avoid or reduce any request from a Buyer for a chargeback.
- b. The amount of a transaction may be reversed or charged back to the Sellers account (a 'Chargeback') if the transaction (i) is disputed, (ii) is reversed for any reason by the banking institution, our processor or a buyer, (iii) was not authorised or we have any reason to believe that the transaction was not authorised, (iv) is allegedly unlawful, suspicious or in violation of the terms of this Agreement.

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- c. Should the Seller have insufficient funds to enable a Chargeback, We may invoke Our Setoff rights as per 5B (d) or request your authorisation to cover the chargeback via a transaction from your linked bank account or Credit or Debit card.
- d. If we are unable to recover funds related to a Chargeback for which the Seller is liable, the Seller will pay us the full amount of the Chargeback immediately upon demand. The Seller agrees to pay all costs and expenses, including without limitation lawyer's fees and other legal expenses, incurred by or on behalf of us in connection with the collection of the unpaid deficit.
- e. The Seller may contest a Chargeback at the Seller's own expense. In the course of Us assisting you with your request, We reserve the right to recover our costs from you and to charge a fee for mediating and/or investigating Chargeback disputes.
- f. At our sole discretion if we believe you are incurring an excessive volume or value of Chargebacks, We have the right to either suspend or terminate your account effective immediately.

6. USER UNDERTAKINGS:

- a. The User should carefully check through transaction details such as total amount, sales and government taxes, the correct account has been used and recipient information before submitting a payment.
- b. The Merchant agrees not to view the customer PIN when the Buyer is present.
- c. The User should also carefully check through transaction details such as amount, account, recipient information before submitting refunds or adjustments.
- d. Once a transaction instruction has been lodged, the Merchant authorises Us, and Our third-party bank or partners, to charge, debit, credit to or from your bank card, the amount as per the Merchant instruction. We are not liable for any errors made by the Merchant when submitting the said instruction.
- e. You shall assume all liabilities for the accuracy and validity of your instructions when using Our Services. You will also assume all risks relating to TICKTOC in carrying out your instructions in good faith. We record all transaction information for future reference.
- f. The Merchant is responsible all customer service and for any dispute arising between the Users of the Service. The Seller is obliged to communicate with the Buyer for any and all customer service issues including returns, refunds and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with the Seller's own policies or processes.
- g. You agree to not use the Services for any illegal, fraudulent purpose or in connection with a criminal activity. You also undertake to not use the Services in any way that causes, or may result in interruption or damage to access to the Services.
- h. You are prohibited from using Our Services for the following activities (including but not limited to):
 - (i) any illegal transactions such as drug trafficking or dispensing of pharmaceuticals without prescriptions;
 - (ii) accepting transactions for infomercial sales and unauthorised multi-level marketing businesses;
 - (iii) activities which compromises national security such as terrorist financing and arms trafficking including the sale of firearms, firearm parts or hardware and ammunition, weapons and other devices designed to cause physical injury;
 - (iv) any act which involves fraudulent or stolen identities;
 - (v) activities which undermine any person's reputation, privacy, commercial secrets, trademark, copyright, patents and the sale of hate or harmful products;
 - (vi) any act which encourages and facilitates any person to gamble including but not limited to betting, casino gaming chips, off-track betting and wagers at races;
 - (vii) any act which may result in money laundering;
 - (viii) any act which involves your use of an invalid bank account/card of your own or of another person or company;

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- (ix) any act which violates any law or regulation, terms of TiCKTOC or its affiliated companies, agreements, rules or notices;
- (x) any act, including use of this Service, which violates laws, regulations, rules, policies and decrees of any State or Country in which you reside or, if abroad, the local laws of that Country.
- i. If you accept payments in connection with any of the above businesses or business activities, we may terminate the use of the Services.
- j. You authorise Us to submit any information or transactions conducted through your account to authorities as required by applicable law.

7. RESTRICTED USE

- a. You are not permitted to resell Our Services which means you must not be, or attempt to become, a payment intermediary, aggregator or service bureau. You are not permitted to offer nor provide cash advances.

8. TiCKTOC's ROLE

- a. Our Services allow you to make and accept payments via Credit and Debit cards as per 5A (b) and via your TiCKWallet. We collect, analyse and relay information to banking networks in connection with these payments to facilitate your request.
- b. TiCKTOC is neither a bank nor a financial institution. We require reasonable time to process your transaction. We do not guarantee to facilitate real-time payments between parties.
- c. A contract is formed at the completion of a transaction solely between the Buyer and the Seller, or Merchant. TiCKTOC is neither the Buyer nor the Seller of the products and services except if offered as a TiCKTOC branded product or service. As TiCKTOC is not a party to that contract, nor is TiCKTOC the Merchant's agent, We do not assume any responsibility arising in connection with the contract.
- d. The Merchant is solely responsible for the products/services provided to you and for dealing with any buyer claims or any other issue or dispute arising out of said contract.

9. TiCKTOC's RESPONSIBILITIES LIABILITY AND WARRANTY

- a. To the degree that it is possible to do so, TiCKTOC will do its utmost to deliver uninterrupted availability of the Services and accurate transmissions. This cannot always be guaranteed due to factors beyond Our control and the nature of the Internet.
- b. There may be instances when it is necessary to suspend or restrict Services to facilitate updates, repairs and maintenance. Where possible, the frequency and duration of any such suspension will be minimised.
- c. We shall do everything reasonably within our control to minimise transaction errors. If we notice any transaction or processing error, we will attempt to rectify the error in a reasonable timeframe, no more than 30-days from when all necessary information, including information from you and our third-parties if required, is available to be able to rectify.
- d. If you notice any transaction or processing error, you must notify us within 60-days of the error occurring to allow Us to commence rectification of the error.
- e. TiCKTOC shall not be liable for any losses which are assumed by you (including but not limited to):
 - (i) profits, revenue or goodwill that were not caused by any breach on its part during your use of Services.
 - (ii) for any currency exchange loss, or interest loss and other risks relating to any amounts kept, collected or paid on your behalf.
 - (iii) any interest accrued thereon and you agree that TiCKTOC may retain any such interest (if any).
 - (iv) all risks and losses caused by the User's non-compliance with this Agreement, laws and any applicable business regulations and guidelines.
- f. We do not Warranty that the Services we offer are fit for purpose and We accept no liability of any kind with respect to our products and services meeting your specific needs. We do not

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Warranty that the Service will operate without error. We make no representation of Merchant's products or services or that Buyers are bone fide. We do not warrant that the Services will be compatible with your mobile device or third-party carrier. We are not liable where a mobile device has been modified in any way, ie: a jail broken device or unauthorised software has been installed, which results in the device being unable to facilitate transactions. We have the right not to verify the Service on such device and to terminate the Services for your Account, should the device be modified in any way.

- g. Should you require information on Card provider rules, please view at www.visa.com, www.mastercard.com, www.americanexpress.com and www.global.jcb/en.
- h. To the fullest extent permitted by law, TiCKTOC shall be exempt from any liability for any and all possible losses of the Seller caused by any failure or event beyond Our reasonable control such as the following events (but not limited to):
 - (i) Natural disasters and acts of God
 - (ii) Any acts by government
 - (iii) Power, network or mobile failure
 - (iv) Business disruptions or strikes
 - (v) Internet or system instability
- i. You agree and acknowledge that TiCKTOC will not be held responsible and shall bear no liability for the interruption or disruption of the Services in any of the following circumstances:
 - (i) improper or unauthorised use of the Services by a user or other person;
 - (ii) malfunction of the computer software, systems, hardware and communication networks of a user or TiCKTOC;
 - (iii) damage caused by hackers, a computer virus or other malicious programs;
 - (iv) malfunction of the banking system or banking network;
 - (v) suspension of the Services due to law or regulation;
 - (vi) circumstance which are not reasonably foreseeable by Us.
- j. You agree that We shall communicate with you in-app and/or via announcements on our website(s) for all general and legal matters unless the laws of the land dictate otherwise.
- k. Your consent to Us amending this Service Agreement from time to time. By you continuing to use Our Services, you are deemed to have accepted any and all changes made by Us. If you do not agree to any or all changes, it is your responsibility to stop using our Service.
- l. You are responsible for checking in-app or on our website(s) to view any changes to this Service Agreement.
- m. You may not assign this Agreement to any other individual or entity however We have all rights to assign or novate this Agreement to a third-party.

10. OTHER LEGAL MATTERS

- a. This Service Agreement is governed by the laws of Victoria, Australia.
- b. Any legal proceeding shall be conducted in English.
- c. INDEMNITY. You will indemnify Us against any and all claims, costs, losses, damages, judgments, Tax assessments, penalties, interest and expenses arising out of any claim, action, legal action including legal fees, audit, investigation, inquiry or other proceeding instituted by a person or entity that arises out of or relates to Use of Our Services.
- d. CONSUMER LAW. Nothing in this Agreement is excluded, restricts or modifies the rights which you may have under the Australian Consumer Law.
- e. SURVIVAL. The following clauses of this Agreement survive and remain in effect in accordance with their terms upon the termination of this Agreement: 1, 4, 5B (d), 5D, 5E, 5F, 5G, 5J, 5L, 5M, 6(j), 7, 10, 11,
- f. DISPUTE RESOLUTION If you have a dispute with Us please email us at support@ticktoc.net. We endeavour to resolve any dispute as quickly as possible.

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- g. If the dispute is not resolved within a reasonable timeframe, in any case less than sixty (60) days, further remedial processes may be invoked as follows.
 - (i) If you are an individual claiming for yourself or family, you may elect to lodge your complaint via the small claims tribunal.
 - (ii) For any other entity, claims may be made by following the rules contained within the IAMA Arbitration Rules [here](#). This process seeks to resolve disputes quicker than other more formal legal processes and involves an arbitrator who may award damages in the same way in which a court can and whose decision is binding.
 - (iii) We do not consent to Class arbitrations and class actions. By agreeing to this Service Agreement, you waive your rights to participate in a class action against Us.

11. SUSPENSION OR TERMINATION OF SERVICES

- a. TICKTOC is entitled to suspend or terminate your use of the Services without prior notification under the following circumstances:
 - (i) To minimise TICKPAY's anticipated business risks
 - (ii) If your transactions are suspicious or fraudulent
 - (iii) If directed by the relevant authorities
 - (iv) If you breach any of the terms or conditions of this Agreement
- b. Should we terminate your account We shall reimburse funds to you minus any fees and charges outstanding or any incomplete debit transactions still to be processed out of your account.
- c. Equally, you have the right to terminate the use of our Service at any time provided you are not in debt to Us or have any obligations under this Agreement beyond the termination date. Should you elect to terminate your account We shall reimburse funds to you minus any fees and charges outstanding or any incomplete debit transactions still to be processed out of your account.
- d. Upon termination, you agree to cease using the Service and abide by any terms of this Agreement that survive termination. We have the right, but not the obligation, to delete your account and all information in relation to your account.

12. SERVICE FEES

- a. **Set-up Fees.** When using the Service, We are entitled to charge a fee, or fees. The Service is free to download, for you to provision the service and for Us to verify you. If in future We decide to charge fees for our Services, we will announce the fee, or fees, in-app and on our website(s)
- b. **Transaction Usage Fees.** Where Credit and Debit Card and TICKWallet transactions, authorised by you, occur, We charge you various Fees including, but not limited to a 'Transaction Fee', 'Service Fee' 'Toll Fee' 'Parking Fee' or any other relevant Fee required to provide the Service as specified in-app and on Our website. By accepting this Service Agreement, you agree to pay the 'Fees'.
- c. It is your responsibility to check in-app or on Our website(s) for updates for Fees that we may update from time to time.

13. REFERRAL CODES

- a. You may send a 'Referral Code' which you may use to request another person or entity join TICKTOC.
- b. You may receive 'Referral Code' invitation to join TICKTOC.
- c. TICKTOC may, from time to time, offer incentives for use of the referral code. We are not obliged to always offer an incentive for use of referral codes
- d. TICKTOC is not responsible for misplaced, unused or lost referral codes.
- e. You may not duplicate, transfer or sell a referral code.
- f. A referral code is not redeemable for cash or credit.

14. MARKETING

- a. We may allow you to market your business in-app or on our website. Should we extend to you this opportunity to market, you are solely responsible for its content, distribution and uptake. We make no warranty of the success, or otherwise, of your own marketing initiatives. In this case, We are the facilitator only and bear no responsibility whatsoever otherwise. Regardless, any marketing that may occur must first be approved by Us.
- b. You may receive marketing, advertising, product or service notifications or similar electronic 'Messages' via Our Services from Us or from approved third-party entities. By accepting or clicking on any link associated with these Messages, you acknowledge that, where the Message is from a third-party, you are no longer bound by this Agreement but by the Terms and Privacy Policy of the third-party. As such, We accept no responsibility for any action which may occur as a result of your interaction with a third-party website. You accept any and all liability when leaving Our Services from such actions of your own.

15. YOUR ACKNOWLEDGEMENT

- a. You acknowledge that you have read and understood this Service Agreement in its entirety and that this Agreement constitutes the complete agreement between yourself and Us.
- b. You also acknowledge that We have the right to change this Service Agreement from time to time and that it is your responsibility to visit this Agreement in-app or on our website to refresh yourself and continue to agree to use of Our Services.
- c. You may elect at any time to terminate use of Our Services for any reason provided you have no unpaid debt to Us.
- d. You also acknowledge that notices to you will be in electronic form in-app, via the website(s), by SMS or email and you accept these electronic forms of communication with you as formal notification.