

Transportme - General Terms and Conditions

This document sets out the terms and conditions on which Transportme has agreed to provide You with the Services and may agree to provide You with Accessories from time to time (Terms and Conditions). You acknowledge that You have read, understood and agree to be legally bound by these Terms and Conditions. This document does not take effect until Your Application Form has been received and accepted by Transportme and Transportme has notified You of such acceptance.

1. Formation of an Agreement

- 1.1 It is a condition of Your subscribing to receive the Services that You are capable of forming a legally binding contract.
 - 1.2 You may subscribe to receive the Services by completing an Application Form.
 - 1.3 Upon acceptance of Your Application Form by Transportme, an agreement is formed between You and Transportme, comprising the terms and conditions contained in:
 - (a) these Terms and Conditions; and
 - (b) Your Application Form,**(Agreement)**.
 - 1.4 The Agreement does not take effect until Your Application Form has been received and accepted by Transportme and Transportme has notified You of such acceptance. Transportme may refuse to accept an Application Form in its sole and absolute discretion.
 - 1.5 If there is any inconsistency between these Terms and Conditions and the provisions of any Application Form received and accepted by Transportme, the provisions of the Application Form will prevail to the extent of that inconsistency.
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2. Access to System

- 2.1 Subject to the terms and conditions of this Agreement, Transportme agrees to provide You with the Services for the duration of the Term.
 - 2.2 Transportme will use reasonable endeavours to ensure that the Services are provided in a manner that is substantially consistent with Transportme's User Documentation.
 - 2.3 You must immediately advise Transportme if:
 - (a) there is any change in Your location, email or postal address or other details as set out in the Application Form; and
 - (b) any Primary and/or Secondary Contact specified in Your Application Form ceases to be an employee or appropriate contact between You and Transportme, the details of a replacement Primary or Secondary Contact (as applicable). You acknowledge that one (1) individual must be nominated at all times as a Primary Contact to receive communications from Transportme in relation to the Services.
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- 2.4 Transportme may, from time to time, make modifications to the Services, including modifications to the design, functionality and appearance of the System.
- 2.5 Unless otherwise agreed with You in writing, Transportme is not obligated or required to provide You with access to any updated or a new version of the System or the App, unless You have paid any relevant Fees associated with that update or new version.
- 2.6 Transportme may access the System on Your behalf, without notice to You, for any purpose associated with the overall administration and management of the Services, including, but not limited to, the provision of training, education and support services to You.

3. Users and Devices

- 3.1 In subscribing to receive the Services, You acknowledge and agree that:
 - (a) in order to use the Services, a copy of the App will be required for each Device, the use of which will be subject to the App T&CS, and that You are responsible for ensuring that each User has read, understood and agreed to these Terms and Conditions and the App T&CS;
 - (b) Transportme may:
 - (1) act upon the instructions of any User, or provide any information, Data or Output to such Users, without the necessity to check the authority of that person, although, Transportme may, however, require written instructions from You in certain circumstances; and
 - (2) Transportme is entitled to assume that any person using any relevant security identifier to access the System is authorised to do so, and, if Transportme reasonably believes that a person who makes a request for information, or provides information to Transportme via the System is a User, Transportme shall not be liable to You, and You shall hold Transportme (and keep Transportme held) harmless, from any liability whatsoever for any action, non-action or response by Transportme in relation to such request (except to the extent resulting from or caused by Transportme's negligence, fraud or dishonesty); and
 - (c) You will be charged Fees according to the number of Devices that You have subscribed to receive access to the Services and that You are responsible for ensuring that You establish appropriate systems and procedures to ensure that You:
 - (1) can record and identify all authorised access to the System on Your behalf, including by way of a unique user identification associated with each individual User;
 - (2) prevent or restrict unauthorised access to the System or dissemination of the Output; and
 - (3) identify and record any unauthorised access to, and use of, the System or Output by any person and facilitate appropriate action;

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- (d) You are responsible for the confidentiality and use of any security identifiers and, if You become aware of any loss or theft or unauthorised use of any of Your security identifiers, You must notify Transportme immediately; and
- (e) if any of Your Users breach these Terms and Conditions and/ or the App T&CS:
 - (1) that breach shall be deemed to be a breach by You;
 - (2) Transportme has the same rights and remedies as Transportme would if You had personally committed the breach; and
 - (3) where Transportme can take action against the User, Transportme does not need to do so before exercising the rights granted in this clause against You.

4. Accessories

- 4.1 Where Transportme agrees to provide You with any Accessories, Transportme agrees to undertake reasonable endeavours to procure delivery of such Accessories to You, or Your nominee, at such delivery point as is communicated by You to Transportme.
- 4.2 Title in the Accessories shall pass to You at the latter of the date that You have paid Transportme (in full) for such Accessories and the date that You take physical possession of those Accessories.
- 4.3 Transportme will take all reasonably necessary precautions to ensure that all Accessories are packaged in a safe and sufficient manner so as to avoid damage to or loss of the Accessories whilst in transit and until delivered.
- 4.4 You may, by written notice to Transportme within 5 Business Days of the date of delivery, refuse to accept any Accessories that have been delivered to You or Your nominee where:
 - (a) the Accessories are defective; or
 - (b) the Accessories were not ordered by You.
- 4.5 If You reject any Accessories in accordance with clause 4.4, Transportme will, at Your election, either replace the Accessories or refund You for the amount of any Fees paid for the Accessories.
- 4.6 Where Transportme agrees to provide You with Accessories, it will undertake reasonable endeavours to ensure that You receive the benefit of any third party manufacturer's warranty received by it in respect of those Accessories.

5. Support Services

- 5.1 You acknowledge that the Services may not be free from fault or interruption and that the Services may be unavailable during planned or unplanned outages or scheduled or unscheduled maintenance periods. Transportme will take all reasonable steps to notify You of any planned outages or scheduled maintenance or when the Services may be temporarily unavailable.

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- 5.2 We agree to provide You with access to a helpdesk during those hours of operation published by Transportme from time to time, to provide You with all reasonable assistance to remedy any technical defects or operational difficulties in respect of the Services, in accordance with any User Documentation published by Transportme from time to time. Notwithstanding the foregoing, Transportme shall not be liable to provide assistance to You if:
- (a) You have not paid all due and payable Fees;
 - (b) You do not provide any necessary access or assistance to Transportme and Transportme is unable to provide the assistance as a result of such failure; or
 - (c) a technical defect or operational difficulty is caused or contributed to by Your use of the System in combination with Your software and/ or hardware, or in a manner other than as reasonably contemplated or approved by Transportme, or as a result of a failure by You to maintain the supported operating environment or the use of the System in a manner or for a purpose that is not reasonably contemplated or not expressly authorised by this Agreement or a failure to use the System in accordance with the User Documentation.
- 5.3 We reserve the right to make any changes to the Services which Transportme considers necessary or desirable including, without limitation, updates and new releases. We will use all reasonable endeavours to give You prior notice of such changes to the Services to the extent that there is any adverse effect on the functionality or performance of the Services, but You acknowledge that prior notice may not be able to be given in respect of all changes, including, without limitation, any urgent or changes that are necessary to remedy errors or defects to the Services.

6. Fees and payment

- 6.1 You must pay Transportme all Fees in connection with the Services.
- 6.2 Unless otherwise specified, all Fees are exclusive of GST, and exclusive of any other applicable federal and state taxes and duties (which must be paid by You).
- 6.3 Except as expressly provided for in an Application Form, Transportme will issue You with invoices for the Fees from time to time. You must pay those invoices within fourteen (14) days from the date of invoice. Payment may be made by cheque, electronic funds transfer to Transportme's nominated bank account, credit card or agreed direct debit authority. All invoices will be Tax Invoices for GST purposes.
- 6.4 If You are overdue in payment of any amount, Transportme may charge an administration fee for any overdue amount at the rate of fifty Australian dollars (\$50.00) (exclusive of GST) plus all costs and expenses incurred by its mercantile agents in respect of anything instituted or being considered against You as a liquidated sum (which You hereby acknowledge is a genuine pre-estimate of the costs of Transportme in collecting such amount), together with interest calculated at a rate equivalent to two percent (2%) higher than the rate for the time being fixed under Part 5 of the *Taxation Administration Act 1996* (NSW) from (and including) the date the payment was due until (but excluding) the date it is received in full (together with administration fees and interest).

7. Your obligations

7.1 In subscribing for the Services, You acknowledge and agree that:

- (a) You must ensure that Your use, and each Users' use, of the Services does not in any way infringe any third party's Intellectual Property Rights or other rights, and that You are responsible for ensuring that You comply, and that each User complies, with all Applicable Laws and all reasonable directions issued by Transportme in relation to the Services, from time to time; and
- (b) You are solely responsible for the collection and input of Data into the System, including its completeness, accuracy and correctness, and for obtaining all necessary licences and consents to its use, and that Transportme shall assume no responsibility for ensuring the correctness, accuracy, completeness or suitability of any Data, Output or the Services, for any intended purpose.

7.2 You must, at all times:

- (1) use, and ensure that each of Your Users use the Services, Output and the Data strictly in accordance with these Terms and Conditions and, where applicable, the App T&CS, for the purposes contemplated by this Agreement;
- (2) not tamper with or modify, or attempt to tamper with or modify, the System;
- (3) take reasonable precautions not to post, send or otherwise make available through the System any material that contains any virus, trojan, worm or similar deleterious program that may damage or interfere with the operation of the System;
- (4) not breach, or attempt to breach, the security of the System or otherwise interfere with, or attempt to interfere with, the normal operation of the System;
- (5) not cause, permit or assist any other person directly or indirectly to do any of the above acts; and
- (6) ensure that, except as expressly authorised by (and subject to any conditions prescribed under) any Applicable Law, You, and each of Your Users, must not, in any form or by any means copy, adapt, reproduce, store, distribute, print, display, perform, broadcast, publish, communicate to the public, make available to the public or create derivative works of the whole or any part of the Services or any User Documentation (including all trade-marks) or seek to disassemble or reverse engineer the System).

7.3 If, at any time, Transportme reasonably believes that You are, or are likely to be, in breach of any of Your obligations under this Agreement, Transportme may, at any time:

- (a) suspend Your access to or use of the Services without any liability to You. Transportme will attempt to notify You of any such suspension, but You agree that it will not be liable to You if it does not do so; or
- (b) discontinue the Services or the provision of any Output, Services, Data, or output provided through, or associated with, the Services.

8. Liability

- 8.1 To the maximum extent permitted by law, Transportme's liability under any guarantee, condition or warranty (including, without limitation, any guarantee, condition or warranty of merchantability, acceptable quality, fitness for purpose or fitness for disclosed result), or any other right or remedy, under any legislation or implied into this Agreement by any legislation (**Statutory Warranties**) is hereby excluded. Where Transportme is liable under any Statutory Warranties, and any legislation avoids or prohibits provisions in a contract excluding or modifying the application of, or exercise of, or liability under, such Statutory Warranties, Transportme's liability for any breach of such Statutory Warranties shall be limited, at Transportme's option, to one or more of the following: (a) if the breach relates to Accessories: the replacement of the Accessories or the supply of equivalent Accessories; or the refund of any fees paid for the Accessories and (b) if the breach relates to Services: the supplying of the Services again, or the payment of the cost of having the Services supplied again or the refund of any fees paid to Transportme for those Services. You acknowledge and agree that reliance by Transportme on this limitation of liability is fair and reasonable in all the circumstances.
- 8.2 Without limiting clause 8.1, Transportme does not represent or warrant that the Data, Output or any other information available through the Services, will be available at or for any particular time or that the System will be free from error or interruption.
- 8.3 To the maximum extent permitted by law, Transportme excludes all liability (whether arising in contract, tort or otherwise) that it may have for any Loss arising from:
- (a) the use of, or reliance on, the Services, the App or any Accessories; or
 - (b) the availability, security, use of, or reliance on, any of the Services, the App or Output provided by Transportme or any third party which integrates, in any way, with the Services, the App or any Accessories; or
 - (c) the use of, or reliance on, any information, Output, Data or the Services including, but not limited to, the availability, quality, correctness, accuracy, completeness or suitability of any Data, the Output, Services or any Accessories; or
 - (d) any support services, documentation, Accessories or other Outputs or services provided to You by Transportme in respect of Your use of the Services or any Accessories,

whether that Loss is direct, indirect or consequential Loss (including loss or corruption of data, loss of any agreement, loss of any business revenue, loss of profits, failure to realise expected profits or savings or any other commercial loss or economic loss of any kind).

9. Indemnity

You agree to indemnify, and keep indemnified, Transportme and each of its officers, employees, agents and contractors (**Indemnified Persons**) from and against any Loss of any kind which those Indemnified Persons suffer or incur arising out of or in connection with:

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- (a) a breach by You of any provision of this Agreement (including, without limitation, any warranty given under this Agreement); or
- (b) any claim, action, demand, remedy, suit, proceeding or right of action against any Indemnified Person by any third party relating to Your access to or use of the Services, Data, Accessories or Output; or
- (c) any claim, action, demand, remedy, suit, proceeding or right of action against an Indemnified Person by You or third party relating to:
 - (1) an allegation or finding that any Data You provide or collect infringes the Intellectual Property Rights of that or any other third party; or
 - (2) an allegation or finding that any Data or Output is illegal, fraudulent, inaccurate, incorrect, incomplete, misleading or deceptive or likely to mislead or deceive.

10. Intellectual Property, privacy and confidentiality

10.1 You acknowledge and agree that:

- (a) all Intellectual Property Rights in and relating to the System, the App and the User Documentation is owned by Transportme or its licensors; and
- (b) acknowledge and agree that You will, and will ensure that each of Your Users, only use the User Documentation (or any part thereof) and any other material based on or derived from the User Documentation, for the purpose of using the Services, and for no other purpose, unless You have obtained Transportme's prior written consent, and that You are responsible for the safekeeping and maintenance of all User Documentation provided to You by Us.

10.2 Subject to the terms and conditions of this Agreement, Transportme grants You, and each User, a non-exclusive and non-transferable, royalty-free licence:

- (a) in perpetuity to:
 - (1) access, store and process the Output on Your computer system; and
 - (2) use and reproduce the Output for internal business purposes consistent with this Agreement, including the interrogation, retrieval, analysis, manipulation, recompilation of the Output, and/or the inclusion of any excerpt of the Output, in any medium or format (including orally, in writing, electronically or otherwise), for the purpose of any report provided to any third party for the purpose of conducting Your business.
- (b) for the duration of the Term, to use the User Documentation, including the right of Your employees and independent contractors to do the same, for the purpose of Your use and the use by any User of the Services.

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- 10.3 Subject to clause 10.4, You hereby unconditionally and irrevocably grant to Transportme, a perpetual worldwide, non-exclusive, royalty-free, non-exclusive licence (including the right to sub-licence and transfer those rights to third parties) to use, reproduce, copy, store, modify, adapt, distribute, publish and create derivative works from, and otherwise exercise all Intellectual Property Rights in, the Data, for any purpose and in any form, without compensation to You.
- 10.4 Notwithstanding clause 10.3, Transportme agrees not to provide the Data to any third party (other than a third party contractor or service provider engaged by Transportme to assist in the provision of the Services to You), except where:
- (a) it is required to do so for the purposes of any audit or compliance purposes, or as otherwise required by law; or
 - (b) it is provided on an aggregated basis, together with Data from one or more other subscribers to the Services, for the purposes of providing generalised, statistical information.
- 10.5 Transportme's commitment to privacy is set out in the "Privacy Statement" available at www.transportme.com.au. You acknowledge that You have read and understood the Privacy Statement and consent to the collection, use and disclosure of personal information in accordance with the Privacy Statement.
- 10.6 Each party (**Receiving Party**) must keep the confidential information of the other party (**Discloser**) confidential, safe and secure and not disclose it to any person other than:
- (a) the Receiving Party's agents, advisors, contractors and personnel who have a need to know, provided they are subject to an obligation to keep the confidential information confidential or, in the case of Transportme, as contemplated by this Agreement; or
 - (b) where required to do so by law.
- 10.7 The Receiving Party will only use or disclose the confidential information of the Discloser solely for the purpose of using or providing the Services in accordance with these Terms and Conditions and, in the case of Transportme, the provision of other services to You or disclosure as required by any government authority or Applicable Law (as applicable).
- 10.8 For the purposes of this clause 10, confidential information includes, in the case of Transportme, any technical information, drawings or trade secrets in relation the design and specification of the System, Services, the App and or the User Documentation (or any part thereof).
- 10.9 Confidential information does not include any information that is:
- (a) public knowledge at the time it is supplied to Receiving Party, or becomes public knowledge subsequently other than through breach of an obligation of confidence; or
 - (b) in the Receiving Party's lawful possession prior to it being supplied to Receiving Party.

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- 10.10 You grant to Transportme a non-exclusive, non-transferable, worldwide, royalty free, licence during the Term and for a period of one year thereafter to use Your company name and Your logos for the sole purpose of identifying You on Transportme marketing material as a recipient of the Services.

11. Data retention and back-up

- 11.1 You acknowledge and agree that:
- (a) all information content, Data and Output provided to us or otherwise obtained through the provision of the Services, will be deleted from the System at the end of the Term; and
 - (b) it is solely Your responsibility to ensure that any information, content Data or any Output that You require is appropriately backed-up and/or replicated as You may require, and that Transportme is not liable for any Loss arising from, or as a result of, any loss of, corruption to, or deletion from our System of any information, content, Data or Output.
- 11.2 Transportme will, at the end of the Term, make available to You all Data that it retains in a comma separated value format, or such other format as may agreed with You in writing. Should You require Transportme to manipulate or reprocess the Data in any way, or otherwise provide it to You in any different format, Transportme will provide you with details of additional Fees for such work and You must pay, in advance, such additional Fees.

12. Term and termination

- 12.1 This Agreement commences on and from the date that Transportme notifies You in writing of the acceptance of Your Application Form and continues for Term.
- 12.2 At the end of the Initial Term, this Agreement will automatically renew for successive 12-month periods (each period being a **Subsequent Term**), unless either party provides the other party with written notice of their intention not to renew the Agreement for a further term at least one month prior to the expiration of the Initial Term or the then-current Subsequent Term (as applicable).
- 12.3 Except as otherwise agreed in writing, the terms and conditions of each Subsequent Term shall be the same as the prior Term, except that the Fees may be increased by the same amount (if any) of the amount of the CPI increase occurring between the date of the end of the immediately preceding quarter prior to the date of the commencement of the prior Term and the date of the end of the immediately preceding quarter prior to the date of the commencement of the new Subsequent Term.
- 12.4 Either party may terminate this Agreement by notice to the other party if:
- (a) the other party fails to pay in full any Fees payable under this Agreement by the due date for payment;
 - (b) the other party breaches any material term of this Agreement and such breach is not capable of being remedied;

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- (c) the other party breaches any material term of this Agreement and, if it is capable of being remedied, does not remedy that breach within fourteen (14) days after receipt of notice requiring it to do so; or
 - (d) the other party becomes insolvent, has a controller or receiver appointed, enters into liquidation, provisional liquidation or administration, is subject to an arrangement for protection from its creditors, fails to comply with a statutory demand, it is otherwise unable to pay its debts when they fall due or something having a similar effect to the foregoing happens in connection with the party.
- 12.5 Any termination of this Agreement will be without prejudice to the rights of each party against any other in respect of anything done or omitted to be done in accordance with this Agreement prior to such termination or expiration (as the case may be).
- 12.6 Upon any termination of this Agreement:
- (a) Your rights to access and use the Services shall cease;
 - (b) You acknowledge that all access, through the Services, to the Data and/or Output shall be suspended;
 - (c) You must immediately pay all Fees due or payable to Transportme under this Agreement ; and
 - (d) You are not entitled to a rebate or refund of any Fees already paid in advance.
- 12.7 The provisions of clauses 8, 9 and 10, together with this clause 12.7 and each other clause, which, by its terms, is intended to survive termination, shall survive termination of this Agreement.

13. Variation

- 13.1 Transportme may vary the terms and conditions contained in these Terms and Conditions at any time provided that it provides You with not less than fourteen (14) days' prior notice of such variation, with such notice being addressed to the Primary Contact.
- 13.2 Upon the giving of a notice in accordance with clause 13.1, You may terminate this Agreement by notice in writing to Transportme within thirty (30) days of the date that Transportme gives the notice in accordance with clause 13.1.

14. Notices

- 14.1 All notices and other communications in connection with these Terms and Conditions, aside for a notice under clause 13.1:
- (a) must be in writing; and
 - (b) take effect from the time they are received unless a later time is specified.

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- 14.2 If sent by registered post, notices and other communications are taken to be received the day after posting (or seven days after posting if sent to or from a place outside Australia).
- 14.3 If sent by facsimile, notices and other communications are taken to be received at the time shown in the facsimile transmission report as the time that the whole facsimile was sent.
- 14.4 Notices for You will be sent to the address specified on Your Application Form (or such other address as You may notify Transportme of from time to time). Notices for Transportme must be sent to 13 Wallace Cct, North Boambee Valley, NSW 2450, Attention: Nigel Tooth, or as otherwise notified to You from time to time.

15. General

- 15.1 The parties are independent contractors. Nothing in this Agreement makes a party an agent, partner or joint venturer of the other.
- 15.2 You may not assign this Agreement, or any benefit arising thereunder, without Transportme's prior written consent.
- 15.3 This Agreement constitutes the entire agreement of the parties concerning its subject matter and supersedes all previous agreements, understandings and negotiations concerning that subject matter.
- 15.4 A provision of this Agreement or a right created under this Agreement may not be waived except in writing, signed by the party giving the waiver.
- 15.5 An obligation of a party (other than an obligation to pay money) is suspended to the extent the party is prevented from performing that obligation because of an event beyond its reasonable control.
- 15.6 This Agreement is governed by the law in force in the State of New South Wales. You submit to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them for determining any dispute concerning this Agreement.
- 15.7 If any provision of this Agreement is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation it must be read down so that is valid and enforceable (or, if it cannot be so read down, severed) so that the validity and enforceability of the remaining provisions are not affected.

16. Definitions

In these Terms and Conditions, the following words have these meanings unless a contrary intention appears:

Accessories means any third party product that Transportme may agree to provide You with from time to time.

Agreement means, together, these Terms and Conditions and the Application Form.

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App means the integrated electronic ticketing, GPS tracking and management reporting application that has been designed for the iOS operating system to be used by You and Users in conjunction with the System.

Applicable Laws means any and all statutes, regulations, by-laws, ordinances or subordinate legislation in force from time to time which pertains to Your use of, and access to, the Services and/or Accessories includes, without limitation, those relating to trade practices, fair trading, intellectual property, privacy and confidentiality.

Application Form means the application form submitted by You subscribing to receive the Services and/or Accessories, in such form as is designated by Transportme from time to time.

CPI means the Australian Consumer Price Index (for all groups) as published on the Reserve Bank of Australia's website (or its successor or replacement from time to time) at <http://www.rba.gov.au/inflation/measures-cpi.html>.

Data means any data that You or Your Users manually input into or is otherwise recorded by the System about You.

Device means any unit of equipment, fixed or portable, capable of receiving and displaying Information in visible, audible or other comprehensible form. Transportme reserves the right to determine whether any item of equipment constitutes a Device.

Fees means the fees payable to Transportme for the provision of the Services and/ or Accessories, as published by it from time to time, and may include, but is not limited to:

- (a) an ongoing monthly subscription fee based on the number Devices you have subscribed as receiving access to the System;
- (b) a one-off Fee for any Accessories; and
- (c) a one-off Establishment Fee as specified in Your Application Form.

GST has the meaning given to that term in the *A New Tax System (Accessories and Services Tax) Act 1999* (Cth).

Initial Term has the meaning given to that term in the Application Form.

Intellectual Property Rights means any and all:

- (a) current and future registered and unregistered rights in respect of copyright, designs, semiconductor or circuit layouts, trade marks, trade names, business names, trade secrets, know-how, confidential information, patents, inventions and discoveries;
- (b) applications for grant of any of the above;
- (c) other rights of a similar nature arising (or capable of arising) under statute or at common law in the Commonwealth of Australia or anywhere else in the world; and
- (d) other intellectual property as defined in Article 2 of the *Convention Establishing the World Intellectual Property Organisation 1967*.

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Loss means loss, damage, cost, expense or liability of any kind, including, without limitation, liability to a third party, any loss of profits or indirect, consequential, incidental, special exemplary or punitive loss or damage.

Output means any information, data or other output generated by the System using, or as a result of the processing of, the Data or otherwise by the use of the System by You.

Primary Contact means the person nominated by You as the “Primary Contact” in the Application Form or as advised to Transportme from time to time pursuant to the Agreement.

Secondary Contact means the person nominated by You as the “Secondary Contact” in the Application Form or as advised to Transportme from time to time pursuant to the Agreement.

Services means the service of providing, to You and each User, the right to access and use the System, and the provision of associated helpdesk and support services and any relevant User Documentation.

Subsequent Term has the meaning given to that term in clause 12.2.

System means the web-based content management system described in Your Application Form and available through the Website.

Tax Invoice has the meaning given to that term in *A New Tax System (Accessories and Services Tax) Act 1999* (Cth).

Term means the period commencing on the date the Agreement is formed in accordance with clause 1.3 and continuing for the Initial Term, and each Subsequent Term (if any), unless earlier terminated in accordance with this Agreement.

Transportme means Transportme Pty Ltd ACN 163 798 614.

User means an individual natural person user (that can be uniquely identified by a user identification and confidential password or other unambiguous method acceptable to Transportme) that is authorised by You to use the App and access the System.

User Documentation means any user manual, service standards, fee schedule or other documentation relating to the Services as may be published by Transportme, from time to time.

Website means www.transportme.com.au.

You means the entity whose details are set out in the Application Form to which this Agreement relates and any executors, administrators, successors and permitted assigns of that entity.