

## Transportme Passenger Application Terms and Conditions

### 1 Our Disclosures

Our complete terms and conditions are contained below, but some important points for you to know before you access the Platform are as follows:

- We may amend these Terms, or the features of the Platform at any time, by providing written notice to you;
- We will handle your personal information in accordance with our privacy policy, available at <https://transportme.com.au/terms-privacy#privacy-policy>
- Our liability under these Terms is limited to us resupplying the Platform to you, and we will not be liable for Consequential Loss, any loss that is a result of a Third Party Service, or any loss or corruption of data; and
- We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the Platform or for featuring certain products or services on the Platform.

### 2 Introduction

- 2.1 These terms and conditions (**Terms**) are entered into between TransportMe Pty Ltd ABN 47163798641 (**we, us or our**) and you, together the **Parties** and each a **Party**.
- 2.2 We provide a mobile application where passengers can track vehicles run by different operators who have signed up with us (**Operators**) in real time and access additional features subject to the Operator's arrangement with us (**Platform**).
- 2.3 In these Terms, **you** means the person or entity using the Platform. If you are agreeing to these Terms not as an individual but on behalf of your company, government, or other entity for which you are acting (for example, as an employee or governmental official), then **you** means your entity and you are binding your entity to these Terms.

### 3 Acceptance and Platform Licence

- 3.1 You accept these Terms by registering on the Platform, or using the Platform.
- 3.2 We may amend these Terms at any time, by providing written notice to you. By clicking "I accept" or continuing to use the Platform after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment, you may cease accessing the Platform.
- 3.3 If you access or download our mobile application from (1) the Apple App Store, you agree to any Usage Rules set forth in the App Store Terms of Service or (2) the Google Play Store, you agree to the Android, Google Inc. Terms and Conditions including the Google Apps Terms of Service.
- 3.4 We may use Google Maps, including Google Maps API(s). Your use of Google Maps is subject to the Google Maps Additional Terms of Service.
- 3.5 Subject to your compliance with these Terms, we grant you a personal, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to download and use our Platform in accordance with these Terms. All other uses are prohibited without our prior written consent.
- 3.6 When using the Platform, you must not do or attempt to do anything that is unlawful or inappropriate, including:
- (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
  - (b) using the Platform to defame, harass, threaten, menace or offend any person, including using the Platform to send unsolicited electronic messages;
  - (c) tampering with or modifying the Platform (including by transmitting viruses and using trojan horses);
  - (d) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Platform; or
  - (e) facilitating or assisting a third party to do any of the above acts.

### 4 TransportMe Services

- 4.1 Where your Operator has elected to offer the Smartcard feature as part of your Subscription, you may be provided with a SmartCard. You can register the SmartCard through the Platform and add and store funds in your Smartcard via the third party payment processor, Stripe (**Third Party Vendor**). You acknowledge and agree that there might be additional terms and conditions provided by the Third Party Vendor (**Third Party Vendor Terms**) and that the terms and conditions may apply to any part of the additional features which the additional features may interact with, or be reliant on. You acknowledge and agree that if you do not agree to the Third Party Vendor Terms, this may affect the applicable Operator's ability to provide the Services.
- 4.2 We agree to use our best endeavours to make the Platform available at all times. However, from time to time we may perform reasonable scheduled and emergency maintenance, and the Platform may be unavailable during the times we are performing such maintenance.

- 4.3 Should you be unable to access the Platform, or should you have any other questions or issues impacting on your use and enjoyment of the Platform, you must place a request via email. We will endeavour to respond to any support requests in a reasonable period.
- 4.4 You acknowledge and agree that the Platform may be reliant on, or interface with third party systems that are not provided by us (for example, cloud storage providers, email clients, CRM systems, and internet providers) (**Third Party Services**). To the maximum extent permitted by law, we shall have no Liability for any Third Party Services, or any unavailability of the Platform due to a failure of the Third Party Services.
- 4.5 You acknowledge and agree that data loss is an unavoidable risk when using any software. To the extent you input any data into the Platform, you agree to maintain a backup copy of any data you input into the Platform.
- 4.6 To the maximum extent permitted by law, we shall have no Liability to you for any loss or corruption of data, or any scheduled or emergency maintenance that causes the Platform to be unavailable.

## 5 Access to the Platform

- 5.1 You must register on the Platform to access the Platform's features.
- 5.2 You must provide basic information when registering for the Platform including your email address and you must choose a password.
- 5.3 All personal information you provide to us will be treated in accordance with our Privacy Policy.
- 5.4 You agree not to share your login details with any other person. Your login is personal and you must not transfer or provide it to others.
- 5.5 You are responsible for keeping your login details and your username and password confidential and you will be liable for all activity via your login. You agree to immediately notify us of any unauthorised use of your login.

## 6 Subscription

### Basic

- 6.1 Once you register on the Platform, you will be able to access the Platform's basic features including live tracking of routes from the same or different Operator(s) and nominating a favourite Operator.
- 6.2 You acknowledge and agree that:

- (a) there are additional features as set out on our Site where you will only be able to access subject to the Operator's arrangement with us; and
- (b) not all features are available to you as it is subject to the Operator's arrangement with us.

### Premium

- 6.3 You may elect to pay for a Premium Subscription when you access or download our mobile application in accordance with clause 3.3. The Premium Subscription will grant you access to additional features as set out on our Site.

## 7 Our Intellectual Property

- 7.1 You acknowledge and agree that any Intellectual Property or content (including copyright and trademarks) available on the Platform, the Platform itself, and any algorithms or machine learning models used on the Platform (**Our Intellectual Property**) will at all times vest, or remain vested, in us.
- 7.2 We authorise you to use Our Intellectual Property solely for your limited personal use. You must not exploit Our Intellectual Property for any other purpose, nor allow, aid or facilitate such use by any third party.
- 7.3 You must not, without our prior written consent:

- (a) copy, in whole or in part, any of Our Intellectual Property;
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
- (c) breach any intellectual property rights connected with the Platform, including (without limitation) altering or modifying any of Our Intellectual Property, downloading Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website, or creating derivative works from any of Our Intellectual Property.

## 8 Warranties

- 8.1 You represent, warrant and agree that:
- (a) you will not use our Platform, including Our Intellectual Property, in any way that competes with our business;
  - (b) if you are agreeing to these Terms not as an individual but on behalf of your company, government, or other entity for which you are acting (for example, as an employee or governmental official), then you access and use the Platform on behalf of that entity;
  - (c) there are no legal restrictions preventing you from entering into these Terms;
  - (d) all information and documentation that you provide to us in connection with these Terms is true, correct and complete; and

- (e) you have not relied on any representations or warranties made by us in relation to the Platform (including as to whether the Platform is or will be fit or suitable for your particular purposes), unless expressly stipulated in these Terms.

## 9 Liability

- 9.1 Despite anything to the contrary, to the maximum extent permitted by law:
  - (a) neither Party will be liable for Consequential Loss;
  - (b) each Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party or any of that Party's personnel, including any failure by that Party to mitigate its losses; and
  - (c) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to us resupplying the Platform to you, or where you have purchased a Premium Subscription, to AU\$100.

## 10 Access

- 10.1 We may revoke your access to the Platform at any time by giving 30 days' written notice to you.
- 10.2 Should we suspect that you are in breach of these Terms, we may suspend your access to the Platform while we investigate the suspected breach. Should we determine that you are in breach of these Terms, your access to the Platform will be terminated immediately.

## 11 Notice Regarding Apple

- 11.1 To the extent that you are using or accessing our Platform on an iOS device, you further acknowledge and agree to the terms of this clause. You acknowledge that these Terms are between you and us only, not with Apple Inc. (**Apple**), and Apple is not responsible for the Platform and any content available on the Platform.
- 11.2 Apple has no obligation to furnish you with any maintenance and support services with respect to our Platform.
- 11.3 If our mobile application fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price of the mobile application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the mobile application and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our responsibility.
- 11.4 Apple is not responsible for addressing any claims by you or any third party relating to our mobile application or your use of our mobile application, including but not limited to: (1) product liability claims; (2) any claim that our mobile application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.
- 11.5 Apple is not responsible for the investigation, defence, settlement and discharge of any third-party claim that our mobile application infringes that third party's intellectual property rights.
- 11.6 You agree to comply with any applicable third-party terms when using our mobile application.
- 11.7 Apple and Apple subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.
- 11.8 You hereby represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

## 12 General

- 12.1 **Assignment:** You must not assign or deal with the whole or any part of your rights or obligations under these Terms without our prior written consent.
- 12.2 **Disputes:** A Party may not commence court proceedings relating to a dispute without first meeting with the other Party to seek (in good faith) to resolve the dispute, failing which the Parties agree to engage a mediator to attempt to resolve the dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
- 12.3 **Entire Terms:** These Terms contain the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersede all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.
- 12.4 **Force Majeure:** To the maximum extent permitted by law, we shall have no Liability for any event or circumstance outside of our reasonable control.
- 12.5 **Governing law:** These Terms are governed by the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 12.6 **Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided when you sign up to the Platform. Any notice may be sent by standard post or email, and will be deemed

to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

- 12.7 **Privacy:** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable legislation or privacy guidelines.
- 12.8 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.
- 12.9 **Third party sites:** The Platform may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase goods or services from a third party website linked from the Platform, such third party provides the goods and services to you, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the Platform (**Affiliate Link**) or for featuring certain products or services on the Platform. We will make it clear by notice to you which (if any) products or services we receive a benefit to feature on the Platform, or which (if any) third party links are Affiliate Links.

### 13 Definitions

- 13.1 **Consequential Loss** includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
- 13.2 **Intellectual Property** means any copyright, registered or unregistered designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or Confidential Information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.
- 13.3 **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgement (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.
- 13.4 **Site** means our website available at <https://transportme.com.au/>.
- 13.5 **Smartcard** means the additional feature that allows a passenger to use a pre-paid card to pay for their trip and as set out on the Site: <https://transportme.com.au/passenger-app/>.

#### For any questions or notices, please contact us at:

TransportMe Pty Ltd ACN 163 798 641

Email: [support@transportme.com.au](mailto:support@transportme.com.au)

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