

Taxi Apps Pty Ltd USERS Agreement Driver and Passenger

These terms of service form a legally binding agreement (“Agreement”) between Taxi Apps Pty Ltd ABN 55 149 538 616 trading as GoCatch (referred to as “we”, “us” or “our”) and you as an individual registering to be a user of our service described in the next sentence (referred to as “you” or “your”). This Agreement governs your use of the GoCatch application (“GoCatch App”), websites and technology platform under the brand “GoCatch” or “Trip Set Go” (collectively the “GoCatch Platform”).

1. Each time you access and use the GoCatch Platform and/or have a trip booked through the GoCatch Platform you enter into this Agreement as amended by us from time to time. ANY AMENDMENTS TO THESE TERMS AND CONDITIONS EXPRESSLY SUPERSEDE PRIOR AGREEMENTS OR ARRANGEMENTS WITH YOU. By entering into this Agreement you expressly acknowledge that you understand this Agreement and accept all of its terms. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE GOCATCH PLATFORM.
2. Amendments: We may in our sole discretion amend these terms and conditions from time to time. We may also in our sole discretion cease to offer our GoCatch Platform to you or deny access to the GoCatch Platform at any time for any reason. Supplemental terms may apply to certain services provided by us (such as promotional events and any products sold by us on the GoCatch Platform or the GoCatch online shop or otherwise). Such terms shall be disclosed to you at the relevant time in connection with the relevant services.
3. Your continued use of our services constitutes your consent to be bound by this Agreement, as amended from time to time.
4. The GoCatch Platform: The GoCatch Platform is a marketplace where persons who seek transportation and logistics services to certain destinations (“Passengers”) can be matched with third party persons independent of us driving to or through those destinations (“Drivers”). Passengers and Drivers are collectively referred to as “Users”. Each User shall create a GoCatch account that enables access to the GoCatch Platform. We provide the GoCatch Platform and enable Users to book and pay for transport and logistics services offered by other Users. For purposes of this Agreement, the driving, transportation and logistics services provided by Drivers to Passengers that are matched through the GoCatch Platform shall be referred to collectively as the “Transport Services”. Any decision by a User to offer or accept Transport Services is a decision made in such User’s sole discretion. Each of the Transport Services provided by a Driver to a Passenger shall constitute a separate agreement between those persons which does not involve the GoCatch Platform or us. YOU ACKNOWLEDGE THAT WE DO NOT PROVIDE TRANSPORTATION OR LOGISTICS SERVICES OR FUNCTION AS A TRANSPORTATION CARRIER AND THAT ALL SUCH TRANSPORTATION OR LOGISTICS SERVICES ARE PROVIDED BY INDEPENDENT THIRD PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY US OR OUR AFFILIATES.
5. Limited Licence to Use: Subject to your compliance with this Agreement you are granted a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to
 - a. access and use the GoCatch Platform on your personal device solely in connection with your use of the GoCatch Platform for Transport Services; and
 - b. access and use any content, information and related materials that may be made available through the Transport Services. Any rights not expressly granted herein are reserved by us and our affiliates.
6. Restrictions: You may not:
 - a. remove any copyright, trademark or other proprietary notices from any portion of the GoCatch Platform;
 - b. reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the services except for booking and paying for

- Transport Services through the GoCatch Platform or as expressly permitted by us;
- c. decompile, reverse engineer or disassemble the GoCatch Platform except as may be permitted by applicable law;
 - d. link to, mirror or frame any portion of the services;
 - e. cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the services or unduly burdening or hindering the operation and/or functionality of any aspect of the GoCatch Platform; or
 - f. attempt to gain unauthorized access to or impair any aspect of the GoCatch Platform or its related systems or networks.
 - g. copying or using information obtained from access to the GoCatch Platform to interfere or harm GoCatch's revenue or interfere with our relationship with Drivers to cause harm to us.
7. Eligible Users: Accounts making use of the GoCatch Platform as Passengers are subject to the following terms and conditions:
- a. The GoCatch Platform may only be used by individuals who can form legally binding contracts under applicable law.
 - b. The GoCatch Platform is not available for children (persons under the age of 18) to become Users or Users who have had their User account temporarily or permanently deactivated.
 - c. By becoming a User, you represent and warrant that you are at least 18 years old and that you have the right, authority and capacity to enter into and abide by the terms and conditions of this Agreement.
 - d. You may not allow other persons to use your User account, and you agree that you are the sole authorised user of your account
 - e. Unless otherwise authorised by GoCatch, passengers may only create one User account. For avoidance of doubt, the use of personal Passenger Accounts and Corporate GoCatch Accounts by the same User are not considered to be multiple accounts pursuant to the Terms and Conditions.
 - f. Users to the GoCatch platform agree not to create multiple accounts.
 - g. GoCatch may in its sole discretion deactivate a Passenger's User account where it is associated with conduct in breach of the Terms and Conditions. For the avoidance of doubt, conduct considered that may be considered to be indicative of breach by Users may include, but is not limited to, multiple user accounts providing differing contact details, abnormal User signup activity, and suspicion as to the provision of false identification by Users.
8. Third Party Services and Content: The GoCatch Platform may be made available or accessed in connection with third party services and content (including advertising) that we do not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. We do not endorse such third party services and content and in no event shall we be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the GoCatch Platform using applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the GoCatch Platform in any manner. Your access to the GoCatch Platform using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service. Users are bound by the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy).
9. Upgrades: You acknowledge that this area of technology is in constant evolution and the

GoCatch Platform is likely to upgrade multiple times each year in the near term. You permit us to force upgrade the GoCatch App on your phone in our sole discretion.

10. The GoCatch Platform has Users that are drivers of private vehicles (that is, vehicles that are not taxis) ("Registered Drivers") and/or taxi ("Registered Taxi Drivers"). The GoCatch Platform provides users with 4 choices of fare: economy, taxi, maxi and premium. Accordingly your Transportation Service may be via a private vehicle ("Registered Private Vehicle") or a Taxis ("Registered Taxis") at our sole discretion for each fare class depending on availability in your area. Registered Private Vehicle and Registered Taxis collectively are referred to as Registered Vehicles. By using the GoCatch Platform you acknowledge and agree that:
 - a. The Registered Drivers and Registered Taxi Drivers are solely responsible for any claim you may have for liability that may arise in connection with the Transport Services (which for the avoidance of doubt includes but is not limited to accidents and property damage),
 - b. The GoCatch Platform operates on mobile phones and the internet and we take no responsibility for any failure or loss you may suffer from third party software and hardware providers that also interact on your device and the GoCatch Platform rely on for information (e.g. the currency of your phone and its software, inaccuracy of GPS location information and outdated operating systems the GoCatch Platform are not able to operate on).
 - c. You are solely responsible for any data charges you incur as a result of using the GoCatch Platform, including, but not limited to, overages, roaming, calls, and sms.
 - d. You warrant that all information that you have provided to us for registration is true, accurate and up-to-date in all respects. If your details or information changes you agree to update or correct your details or information in your User account.
 - e. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or GoCatch's termination of these Terms with you.
 - f. You are solely responsible for the confidentiality of your User account and are responsible for all activity that occurs under your User account.
11. The GoCatch Platform enables a User to request another User for Transport Services via the GoCatch App or the internet. Once a Passenger's request is accepted by a Driver, you must remain at your pick-up location until the Driver arrives.
12. All Users must:
 - a. comply with all applicable laws and regulations. For the avoidance of doubt this includes Drivers obeying all traffic laws and regulations and the Passenger not inducing a Driver to breach laws or regulations;
 - b. follow reasonable instructions of the Driver to enable pick-up. For the avoidance of doubt a Driver cannot request a Passenger to breach a law or regulation;
 - c. treat each other with courtesy and respect and obey all laws and regulations and customary behaviour rules in an office environment such as not harassing each other or engaging in discriminatory behaviour;
 - d. not perform acts which may cause injury to other Users or damage to Registered Vehicles.
 - e. Where either a User deems a Vehicle or Driver unfit to complete a Journey, or where the Driver deems the User unfit to be transported (which the Driver may only do where the Driver is in fear of personal safety or of damage to the Vehicle), any amounts payable and any administration charges may be withheld until the issue is investigated and resolved by GoCatch. The calculation and payment of such amounts will depend on the result of that investigation.
 - f. As a Driver:

- i. Only accept a job if you are able to complete it.
- ii. Once you have accepted a job, failure to complete an accepted job will result in a non-completion fee of up to \$9 being charged to you by GoCatch unless:
 - 1. The passenger has cancelled the job;
 - 2. GoCatch in its absolute discretion has determined not to charge the fine
 - 3. You are in an accident which renders you or your vehicle unfit for service and you are able to prove this circumstance with written documentation.
 - 4. The passenger was a no show.
- iii. When you accept a job, you must drive the most direct route to the Passenger's pick up location. Do not drive in an alternative direction or in a way that causes you to exceed the estimated time of arrival noted in your app.
- iv. Do not press Collected until you have verified you have the correct passenger and that passenger has entered your vehicle
- v. Where a Driver cancels a booked Journey once a passenger has already been allocated, and proceeds to pick up the passenger without utilisation of the GoCatch booking platform, these actions or any other actions that may be considered severe misconduct, at the sole discretion of GoCatch may result in a misconduct fee of up to \$100, payable by the Driver, which reflects the loss of future revenue GoCatch suffers from such action.
- vi. Where a Driver attempts to retrieve payment from passengers without utilisation of the GoCatch booking platform or in an amount other than what is displayed in the app, these actions or any other actions that may be considered severe misconduct, at the sole discretion of GoCatch may result in a misconduct fee of up to \$100, payable by the Driver, which reflects the loss of future revenue GoCatch suffers from such action.
- vii. A Driver must not contact a passenger to cancel a trip. A Driver can only cancel a job themselves once they have accepted a job. The Driver acknowledges that GoCatch could suffer material loss of future revenue and reputation from a passenger when a Driver contacts them to cancel a job. GoCatch investigates job cancellations including examining whether the Driver has called the passenger. If pursuant to such investigation the Driver has called the Passenger and the Passenger has cancelled, then the Driver agrees that they are assumed to have contacted the passenger to cancel the trip. In such circumstances GoCatch in its sole discretion may apply a forced cancellation fee of up to \$20 to be payable by the Driver which reflects the loss of future revenue GoCatch suffers from such action.
- viii. Special Penalty Regime for Serious Misconduct Offences: a driver will be issued a strike and fined 50% of their payment for a trip, and/or suspension from the GoCatch system for a period of time determined by GoCatch in its sole discretion, whenever they do or fail to do the following actions:
 - 1. A driver does not press the delivered button when they stop and drop a passenger off at their destination.
 - 2. Pressing the delivered button when they are no longer stationary and the passenger has already left the vehicle.
 - 3. Closing the GoCatch driver app after the delivered button has been pressed, but before the payment successful confirmation screen appears.
 - 4. Providing their business card or contact details or offering direct

services or arranging bookings to a GoCatch passenger during a GoCatch trip, or at pick-up or drop-off.

- ix. Do not talk on the phone, eat or use offensive language during a job.
- x. Drivers must inform GoCatch of any delays as far in advance as possible, via the application, or otherwise by telephone.
- xi. Drivers must not disparage the price GoCatch charges a Passenger on behalf of the Driver.
- xii. Drivers must not make attempts to avoid payment of GoCatch's booking fee. Drivers processing a GoCatch provided trip on their own terminal or via cash as personally liable to GoCatch for the GoCatch booking fee and are responsible themselves to collect that booking fee directly from Passengers for reimbursement.
- xiii. Drivers must be professional and polite with Users at all times and provide assistance and guidance to the User wherever possible. This includes listening to and respecting the User's wishes regarding the environment within the Vehicle, in particular respecting the privacy of Users within the Vehicle.
- viii. Always be presentable, and have good personal hygiene (this is a common Passenger complaint against some drivers). Failure to do so may result in a \$5 hygiene/professional fee.
- xiv. Drivers must ensure that Vehicles are clean, non-smoking, free of significant odours, comfortable, and in full working order.
- xv. You must only process in-app payments up to a maximum of \$170.00 per job and a maximum job duration of 1 hour
- xvi. You must not process two transactions to exceed the \$170 limit.
- xvii. All in-app payments must relate to a job that has been booked and GPS tracked via the GoCatch app.
 - 1. Pre-payments are strictly prohibited
 - 2. Processing a payment via the app for a job which has not been booked and tracked in app is strictly prohibited
 - 3. Any suspect transactions such as:
 - a. overnight jobs lasting more than 1 hour;
 - b. Passengers asking the Driver to wait for extended periods;
 - c. multiple trip destinations not entered via the app; or
 - d. large tips and /or offers to pay more than the metered fare, must not be processed via the app and should be reported to GoCatch via support@gocatch.com.
 - e. Failure to follow the above fraud prevention rules will result in non payment of the fare by us to the Driver in our discretion.
 - 4. Driver's must report to GoCatch in the event of any incident that has the capacity to impact the Driver or Passenger's safety including any mechanical fault or car damage that prevents completion of the trip.

13. You must not:

- a. use the GoCatch App to make any requests for Transport Services on behalf of persons under the age of 18 years or Users who have been removed from the GoCatch Platform;
- b. use the GoCatch App to make a request for Transport Services that you cannot or do not intend to honour if your request is accepted;
- c. use the Service for any unlawful purpose;
- d. use the Service in any way that interrupts, damages, impairs or makes the Service less efficient;
- e. use the service for the purpose of transporting goods or furniture;

- f. Attempt to:
 - i. transfer any files which contain viruses, trojans or other harmful programs via the GoCatch Platform,
 - ii. access the accounts of other users of the GoCatch Platform,
 - iii. penetrate any of our security measures, or
 - iv. decipher, decompile, disassemble or reverse engineer any of the code or software comprising in or in any way making up a part of the GoCatch Platform;
 - v. use the GoCatch Platform yourself or to disseminate any content which is defamatory, obscene, or may have the effect of being harassing, threatening or abusive to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability or otherwise;
 - vi. engage in any screen scraping or data acquisition and consolidation;
 - vii. use the GoCatch Platform to advertise or promote third party or your own products or services;
 - viii. perform any act which we reasonably believe may be capable of damaging our reputation or bringing our business into disrepute; or
 - ix. advocate, encourage, or assist any third party in doing any of the above.
14. You are responsible for:
- a. obtaining the necessary telecommunication and data services; and
 - b. acquiring and updating compatible devices; to access and use the GoCatch Platform if we do not force upgrade.
15. CHARGES AND PAYMENT:
- a. It is free to download the GoCatch App.
 - b. Passengers will be charged a fare by Drivers for each Transport Service ("Fare") and a technology, booking, payment processing and surcharges fee for using the GoCatch Platform for matching the Users ("GoCatch Service Fee").
 - c. The Fare will comprise of:
 - i. the in app metered fare for the Transport Service;
 - ii. toll charges incurred during the Transport Service;
 - iii. if applicable, a tip amount as nominated by a Passenger on the GoCatch App;
 - iv. if applicable, any agreed charges between you and the Driver;
 - d. Drivers agree that any fare denoted as fixed fare, including but not limited to fares denoted as fixed fare Wholesale Passengers, is an all-inclusive fare (for example, such fares include all driver wait times, tolls, and other fees, costs and charges the Driver may incur in completing the pickup and drop off). Accordingly, GoCatch is only liable to pay the Driver the fixed fare amount.
 - e. Drivers Agree that GoCatch is entitled to charge the Driver:
 - i. any fees for authorising drivers, vehicles or any other applicable standards for performance of the GoCatch service
 - ii. any fees for usage or performance of services as prescribed by any law enforcement authorities, agencies or regulators
 - iii. any licencing fee charged to GoCatch for the Driver's use of the platform
 - iv. any other fees required for driver compliance with our legal and regulatory obligations
 - v. for any amounts owing to GoCatch (such as subscriptions, fines, booking fees owing) by charging the credit card or other electronic payment method provided to GoCatch by the Driver through the Driver's Passenger Account or on GoCatch's website when purchasing other services from GoCatch.
 - f. Driver's completing a booked Taxi service trip where the passenger indicates cash or electronic funds transfer payment agree that this trip is their primary responsibility to manage in the equivalent manner to a rank and hail pick-up. For

the avoidance of doubt this means that they are responsible for utilising their own choice of authorised meter and payment terminal and the collection of the correct fare inclusive of all taxes, tolls, booking fees and levies through that meter or payment terminal.

- g. The GoCatch Service Fee will comprise of a booking, technology and payment processing fee and surcharges. In the case of the use of Registered Taxis a card payments surcharge of no more than 5.0% of the Fare may be applied;
 - h. any government imposed (State or Federal) levies, taxes or other fees in respect of the Transport Service or the provision of the GoCatch Platform.
 - i. We sometimes refer to the GoCatch Service Fee as our commission and we deduct this payment from the total amount paid by the Passenger prior to paying the Driver.
 - j. You expressly authorise us to set the prices on all charges connected with the GoCatch Platform. You also expressly authorise us to make adjustments to those prices in our discretion at anytime.
 - k. In the event of a refund or chargeback you authorise GoCatch to recover associated fees and costs required to recover the funds
16. In addition to the Fare and the GoCatch Service Fee, you may be charged by us:
- a. A cancellation fee if you do not complete a booked journey or cancel a journey when a Driver or Passenger has already been allocated to you. The amount of the fee will be our estimate of the costs we have incurred in cancelling the booking on the GoCatch Platform.
 - b. An additional fee of up to \$150.00 to a Passenger if a Registered Vehicle requires cleaning due to the actions of the Passenger, which will be paid to the Driver as compensation for cleaning costs; and/or
 - c. An additional amount to rectify any damage, which is in excess to normal wear and tear, to a Registered Vehicle or for harm to the Registered Driver caused by you as a result of providing Transport Services to you which will be paid to the Driver as a reasonable estimate of the loss suffered
 - d. Subscription or membership fee for the use of premium GoCatch Platform services such as corporate account management and advance bookings subscription
 - e. Additional fees compared to the pre-estimated price range (including increases in toll payments and wait times) for changes to the route the Passenger has made through the app, or as a result of making the Driver wait for large periods at the beginning, end or during the trip or changes to route by verbal instruction to the Driver that the Driver confirms to us were provided by the Passenger.
 - f. For subscriptions, booking fees, fines and penalties you owe GoCatch. For the avoidance of doubt the Driver by opening a Driver account gives GoCatch permission to deduct any outstanding booking fees, fines and penalties from any credit card or electronic payment method the Driver has provided to GoCatch on the Driver's Passenger's account or through purchases on GoCatch's webstore. ("Additional Charges").
17. The Fare, GoCatch Service Fee and Additional Charges are inclusive of GST. State levies are not subject to GST.
18. The Fare and Additional Charges may be amended from time to time in order to reflect changes to the Transport Service (including the GoCatch App).
19. You acknowledge and agree that:
- a. payment of the Fare and Additional Charges to Registered Drivers and the GoCatch Service Fee to us must be made through the GoCatch App;
 - b. payment of the Fare and Additional Charges to Registered Taxi Drivers and the GoCatch Service Fee to us must be made through the GoCatch App or via another accepted payment method;

- c. payment of the Fare and the GoCatch Service Fee will be taken automatically at the end of the Transport Service using the most recent payment details you have provided us, unless you elect to pay a Registered Taxi Driver via another accepted payment method;
 - d. payment of any Additional Charges, if applicable, will be taken using the most recent payment details you have provided to us;
 - e. we may, from time to time, undertake authorisation checks on your nominated payment method; and
 - f. we act in a limited capacity as a payment collection agent for Registered Drivers and Registered Taxi Drivers (when payment is made through the GoCatch App) in relation to Transport Services.
 - g. All Charges are due immediately and payment will be facilitated by GoCatch using the preferred payment method designated in your Account, after which GoCatch will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, and GoCatch has been required to refund the payment (Refund) and incur penalties or gateway processing fees (Refund Costs), then the USER authorises GoCatch to charge another nominated payment method of the USER an amount to recover the Refund and Refund Costs and or commence debt recovery action or legal proceedings against the account holder for the Refund and/or Refund Costs and/or other loss suffered on GoCatch's behalf and/or as agent for the driver, to the extent they remain unpaid.
 - h. Charges paid by you are final and non-refundable, unless otherwise determined by GoCatch. Where a User or GoCatch suspects that services provided under the GoCatch platform have been conducted inconsistently with the GoCatch Terms and Conditions of Service, GoCatch reserves the right to investigate, and in their sole discretion, refund Users for the payment of Fares or any additional charges for the provision of service and remove the reciprocal fee to your account.
20. Pre-authorisation: Upon addition of a new payment method or each ride request or changes to route while in trip, We may seek authorization of your selected payment method to verify the payment method, ensure the ride cost will be covered, and protect against unauthorized behaviour. The authorization is not a charge, however, it may reduce your available credit by the authorization amount until your bank's next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account, you may be subject to overdraft charges by the bank issuing your debit or check card. We cannot be held responsible for these charges and are unable to assist you in recovering them from your issuing bank.
21. If you wish to dispute the Fare, GoCatch Service Fee and/or any Additional Charges, you agree to contact us at support@gocatch.com. You agree to cooperate with and support us in the event of a dispute over any transaction.
22. GoCatch may, at their sole discretion, conduct a Rewards Programme for Users which may include any facilities, discounts, services or arrangements offered or available to a User as a result of Non-Member Status, Member Status, VIP Status, or any other category granting benefits in the GoCatch Rewards Programme including earning and redeeming GoCoins and Rewards. GoCatch may at its sole discretion withhold the benefits of a Rewards Programme where it believes its use or redemption is in breach of the Terms and Conditions, or the GoCatch Rewards Programme Terms of Service, available at <https://www.gocatch.com/rewards/legal/>. The User agrees that a valid and working electronic payment method is required to use GoCoins and Rewards. If a User has not entered a valid and working electronic payment method to their User account within 30 days of receipt of any GoCoins or Rewards, then GoCatch may automatically expire all balance of GoCoins and Rewards without notice.
23. We may, in our sole discretion, create promotional codes ("Promo Codes") which may be

redeemed by you through the GoCatch Platform, subject to any additional terms which we establish on a per Promo Code basis ("Promo Terms"). GoCatch may at its sole discretion may withhold the benefits of a promotional code where it believes its use or redemption is in breach of the Terms and Conditions, or the Promo Terms. This includes, but is not limited to, where the use or redemption of the Promo Code is associated with fraudulent or multiple user accounts associated with the same Passenger, or where a Passenger or group of Passengers combines two or more Promo Codes in breach of the Promo Terms or the Terms and Conditions. You agree that each of the Promo Codes:

- a. are to be used by the intended audience only;
 - b. must not be used by Drivers;
 - c. are limited to one use per Passenger;
 - d. may only be used pursuant to the Promo Terms and the GoCatch Terms and Conditions;
 - e. may not be duplicated, sold or transferred to any third party;
 - f. must not be made available to the general public;
 - g. may be disabled by us at any time for any reason;
 - h. are non-refundable and not valid for cash; and may expire prior to redemption;
 - i. are limited to \$50 in value in any six month period and one (1) code redemption per person per month;
 - j. are not to be used in conjunction with any other promotion codes
 - k. are a first time user code and, are limited to one(1) use per Passenger
 - l. use will automatically expire after 30 days without further notice, if a Passenger has not uploaded a working and valid electronic payment method to their User account within that 30 day period
24. GoCatch Gift Cards can be redeemed for on-demand trips and Advance Bookings in all GoCatch vehicle classes, excluding trips with in-app payments tagged as 'business' and payments outside of the GoCatch app including, but not limited to, Taxi jobs with external payments, cash, EFTPOS, or Cabcharge. Passengers must select to pay with a credit/debit card, PayPal, Google Pay, Apple Pay, Samsung Pay or ZipPay, saved and tagged as a 'personal' payment method in the GoCatch app. When redeeming a GoCatch Gift Card, the full amount of the voucher balance is transferred to the user's GoCatch account on redemption, rendering the Gift Card voucher code void. Voucher codes are only able to be entered once. The new voucher balance of the user's account is automatically applied to the next requested trip, and will be deducted from the final amount at the end of that trip. If the fare is higher than the account voucher balance, the difference will be charged to the selected payment method. Gift Cards are not redeemable for cash and cannot be exchanged or resold. Gift Cards have no cash redemption value and cannot be exchanged for cash. Gift Cards should be treated as if it were cash – it will not be replaced or refunded if it is lost or stolen. Gift Card expiry is 36 months from date of issue. Any unused voucher credit after 36 months from date of issue will be forfeited.
25. GoCatch "Exclusive Access Membership" means a Package of that name purchased from the GoCatch online shop [located here](#).
- a. All of these terms and conditions apply to any Transport Services by a Driver while the Package is current. Apart from clause 15(i) Which is replaced by the following:
 - i. 100% of the fare gross GST and inclusive of any surcharges and booking fees shall be paid to the Driver for the duration of the GoCatch Driver Subscription Package.
 - ii. In the absence of per trip fare collection by GoCatch, Drivers must collect any applicable fare including levies, tolls or any applicable fees and are responsible for the payment of GST on all fares collected from GoCatch services.
 - b. For the avoidance of doubt the Driver is subject to GoCatch Driver Terms of

Service as provided herewith, which includes but is not limited to the following provisions: Professional Behaviour 12(f), Defrauding Passengers 48(g), and non-transferable rights for the Provision of Services 42.

- c. If a Driver is suspended under these terms and conditions, then GoCatch may immediately terminate the GoCatch Driver Subscription Package and retain the payment for that package.
26. Privacy: Our collection and use of personal information collected in connection with the GoCatch Platform is as provided in our privacy policy located on our webpage (<http://www.gocatch.com/privacy-policy>). To become a User you are required to provide us with personal information including, but not limited to:
 - a. your name;
 - b. contact details including mobile phone number and email address;
 - c. your location and destination information; and
 - d. financial information (such as your credit card payment details).
27. Your personal information is collected in accordance with the Privacy Act 1988 (Cth).
28. Your personal information may be used for the purposes of:
 - a. enhancing the security of both driver and passenger;
 - b. registering and managing your Account;
 - c. providing you with the Service or offers in relation to the Service;
 - d. placing you in contact with Registered Drivers or Registered Taxi Drivers;
 - e. processing payments (where applicable);
 - f. contacting you in respect of any queries or complaints;
 - g. for our internal business management including accounting;
 - h. to advise you about new product offering or promotions;
 - i. to advise you about changes to our terms and conditions;
 - j. complying with our legal or regulatory obligations; or
 - k. for any other purposes you may reasonably expect.
29. From time to time, your personal information may be disclosed to:
 - a. our staff, Registered Taxi Drivers and Registered Drivers in order to provide you with the Service;
 - b. to third parties, agents, contractors or suppliers who assist us in the provision of the Service (for example, payment processors, website hosting service providers, information cloud storage service providers);
 - c. other Users via the GoCatch Platform to enable Users to directly coordinate pick up;
 - d. law enforcement authorities, agencies or regulators in order to comply with our legal and regulatory obligations; or
 - e. other platforms to which you have asked us to interface.
30. Your personal information is hosted by Amazon on servers located in Australia.
31. Further information about our policies for managing your personal information, including how you may request access to or seek the correction of the personal information we hold about you, or how you may submit a complaint about a breach of privacy or a general privacy-related query, is set out in our privacy policy available at <http://www.gocatch.com/privacy-policy>.
32. The Service comes with consumer guarantees under the Australian Consumer Law in the Consumer and Competition Act 2010 (Cth) that cannot be excluded by these Terms. Nothing in these Terms affects your statutory rights as a consumer. We make no express warranties beyond the consumer guarantees.
33. To the extent permitted by law, our total liability for any loss or damage that you suffer or incur from using the GoCatch Platform is strictly limited to refunding the GoCatch Service Fee to Passengers to which the Transport Service relates.
34. We are an introductory service only. We provide a platform to connect Users, book Transport Services from a User and process payments connected with those Transport Services and our GoCatch service fees. You acknowledge and agree that:
 - a. we do not endorse any User of the GoCatch Platform or provider of the Transport Service;

- b. we make no representations that your requests for Transport Services will be accepted or fulfilled and are not liable to you for cancellations of your requests;
 - c. any arrangements made for the provision of Transport Service is directly between Users as Passengers and Drivers;
 - d. we are not a party to any arrangements between you and any other User, and we act in a very limited capacity as a booking agent and a payment processing agent for Users in relation to Transport Services and only provide you with the GoCatch Platform and those booking and payment processing services;
 - e. we are not responsible for a Driver's behaviour, actions or inactions, and we disclaim all liability (howsoever arising) for all such behaviour, actions or omissions nor for accidents which may occur during provision of the Transport Service by the Drivers; and
 - f. we are not affiliated with or responsible for any taxi network or other transportation service provider.
35. Subject to clause 30, we provide the GoCatch Platform to you on an "as is" and "as available" basis. We do not represent, warrant or provide any guarantees in relation to the availability or uptime of the GoCatch Platform, nor do we represent, warrant or provide any guarantee that your access to or use of the GoCatch App or GoCatch Platform will be uninterrupted or error free. The GoCatch Platform are subject to limitations, delays and other problems which are inherent in the use of internet and electronic communications. We accept no responsibility for any delays, delivery failures or losses or damages which you may suffer as a result of such problems. The GoCatch Platform is not an emergency or ambulance service and cannot be relied on for such purposes.
36. Subject to clause 30, you acknowledge that whilst we take reasonable steps to ensure the information provided to you through the GoCatch Platform is accurate, we accept no responsibility for and make no representations or warranties to you or to any other user as to the reliability, accuracy or completeness of the information provided through the GoCatch Platform. We recommend that you maintain your own records and use your discretion when acting on information received through the GoCatch Platform.
37. You acknowledge and agree that we are not liable for:
- a. your actions, inaction, acts or omissions, in your capacity as a User whether as a Passenger or a Driver;
 - b. loss caused by our breach of this Agreement which does not arise in the natural and ordinary course of events, or which exceeds the GoCatch Service Fee, although we acknowledge that this limitation will not apply if and to the extent that we are also liable for that loss caused by our breach of the consumer guarantees under the Australian Consumer Law;
 - c. loss of revenue, profit, goodwill, reputation, opportunity, data or information arising out of your access and use, or inability to access or use, the GoCatch Platform; or
 - d. a failure to provide the GoCatch Service or meet any of our obligations under these Terms where such failure is due to events beyond our reasonable control (for example, a network or third party software failure).
 - e. Any personal property, including any items lost or left during trips including any losses or damages arising out of such lost items.
38. You acknowledge and agree that we have limited control over the nature and content of the information that is transmitted or received by you or other Users of the GoCatch Platform. Although we reserve the right to do so, we do not monitor such content in the usual course of business, and to the extent permitted by law, we will not be liable for such content. You acknowledge and agree that the nature of the Transport Services requires us to disseminate information about your location and destination to third party independent contractors.
39. You are liable for and agree to indemnify us against all claims, liabilities, penalties, suits

and actions, resulting directly or indirectly from:

- a. any information that you have provided to us which is false, misleading, or otherwise inaccurate or incomplete;
 - b. your breach of any applicable laws and regulations;
 - c. your breach of this Agreement; or
 - d. a misuse of the GoCatch Platform by you; or
 - e. any claim for loss you make against a Driver or the provision of Transport Service.
40. Clause 36 will survive the termination of this Agreement.
41. This Agreement and any document expressly referred to in this Agreement form the entire agreement between you and us and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.
42. The relationship between us and the Drivers is that of separate independent contracting parties with a Passenger. This Agreement does not create an employment agreement and does not create an employer-employee relationship between us and the Drivers. No joint venture or partnership exists between us and the Drivers. We act in a limited booking and payment agency capacity for the Users as described in this Agreement and only provide the GoCatch Platform and the booking and payment processing services to the Users.
43. These Terms are personal to you. You may not transfer your rights or obligations under these Terms to anyone else. However, you acknowledge and agree that we may transfer our rights or obligations or sub-contract our obligations under these Terms to another legal entity provided that this will not adversely affect the standard of service you receive under these Terms.
44. Any delay by us in exercising a right under this Agreement do not operate as a waiver of that right. If you breach this Agreement and we take no action against you, we will still be entitled to take action in any other situation where you breach this Agreement.
45. If any part of these Terms is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.
46. Any notice to be delivered by us to you under this Agreement will be delivered to your registered email address. Any notice delivered by you to us under this Agreement will be delivered by you emailing us at support@gocatch.com.
47. You agree that we are permitted to issue a combined GST invoice to a Passenger which includes:
- a. the Fare for the Transport Services payable by the Passenger to the Driver;
 - b. the GoCatch Services Fee; and
 - c. the Additional Charges and any government (State or Federal) levies, fees or taxes.
48. You also agree that we may collect our fees and also those fees payable to the Driver and the government or regulatory agencies from the Passenger.
49. Passengers agree to take full responsibility for their personal property. Passenger's acknowledge that Drivers are independent contractors and thus neither drivers nor GoCatch are responsible for any personal property of Passengers, including but not limited to lost property. Any finding or reporting of personal property is subject to the GoCatch Lost Property Procedure available here.
50. Users agree that personal property, at the sole discretion of GoCatch and Drivers, may be handed to Police Authorities, as provided within the GoCatch Lost Property Procedure .
51. Users agree that any arrangements for the return of property between Drivers and Passengers do not constitute an authorised GoCatch Service. GoCatch merely acts as an agent for the provision of Driver contact details. For avoidance of doubt, GoCatch is not liable for the conduct of Drivers or Passengers in the coordination or execution of any arrangements for the return of property, and does not monitor nor regulate such arrangements
52. Should a Driver agree to the return of lost items to a Passenger, a \$15 fee may be charged to Passenger on the basis of cost recovery for administration and travel. For the avoidance of doubt, the payment of any fee, does not constitute a fee for authorised GoCatch

services, but is merely collected as a cost recovery flat fee.

53. Drivers agree that any arrangements between Driver and Passenger are not authorised GoCatch Services, and therefore not subject to any Driver charges, other than flat recovery fees as collected by GoCatch. Equally, Passengers agree that as Driver's are not responsible for the personal property of passengers, and any arrangements are subject to the Driver's sole discretion, and personal schedule.
54. Driver Representations, Warranties and Agreements. By providing the Transport Services as a Driver on the GoCatch Platform, you represent, warrant, and agree that:
 - a. You possess a valid driver's license and are authorized and medically fit to operate a motor vehicle and have all appropriate licenses, approvals and authority to provide transportation to Users in the categories you have registered on the GoCatch Platform and all jurisdictions in which you provide Transport Services.
 - i. Drivers who perform transportation services in the absence of the required driver or vehicle authorisation as prescribed by any law enforcement authority, agency regulator, or the GoCatch platform, forfeit their fare for the conduct of unauthorised transportation services.
 - ii. This includes the performance of transportation services using vehicles than a vehicle that has been authorised on the GoCatch platform on your driver account.
 - b. You own, or have the legal right to operate, the vehicle you use when providing Transport Services, and such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind.
 - c. Vehicles must be regularly maintained, consistent with the manufacturer's recommendations and any maintenance and repairs (excluding minor repairs) must be performed by a licensed mechanic.
 - d. GoCatch is able to access and retain an electronic or hard copy of maintenance records you hold with respect to vehicles you utilise on the GoCatch system. You permit our offshore team to review those records for the purpose of ensuring your vehicle is eligible to operate on the GoCatch system.
 - e. Within 7 days of a request from GoCatch, to provide an electronic copy of maintenance records for a vehicle for inspection by GoCatch which proves the road worthiness of the vehicle.
 - f. You will not engage in reckless behaviour while driving, drive unsafely, operate a vehicle that is unsafe to drive, be involved in a motor vehicle accident or collision of any kind, permit an unauthorized third party to accompany you in the vehicle while providing Transport Services, provide Transport Services as a Driver while under the influence of alcohol or drugs, or take action that harms or threatens to harm the safety of other Users or third parties.
 - g. You will only provide Transport Services using the vehicle that has been reported to, and approved by us, and for which a photograph has been provided to us, and you will not transport more passengers than can securely be seated in such vehicle (and no more than seven (7) passengers in any instance unless in the maxi category).
 - h. You will not make any misrepresentation regarding us, the GoCatch Platform, the Transport Services or your status as a Driver.
 - i. Unless you are a Registered Taxi Driver, you will not, while providing the Transport Services, operate as a public carrier or taxi service, accept street hails, charge for rides (except as expressly provided in this Agreement), demand that a rider pay in cash, or use a credit card reader, such as a Square Reader, to accept payment or engage in any other activity in a manner that is inconsistent with your obligations under this Agreement.
 - j. You will not attempt to defraud us or Passengers on the GoCatch Platform or in connection with your provision of Transport Services. If we suspect that you

have engaged in fraudulent activity we may withhold applicable Fares or other payments for the ride(s) in question.

- k. You will make reasonable accommodation for Passengers and/or for service animals, as required by law.
- l. You agree that we may obtain information about you, including your criminal and driving records, and you agree to provide any further necessary authorizations to facilitate our access to such records during the term of the Agreement. You also agree that we may retain a copy of your criminal and driving records for so long as you hold a GoCatch driver's account, and permit our staff members who are offshore to review those records for the purpose of ensuring that you are eligible to drive on the GoCatch system.
- m. We may conduct police, visa, or working with children checks about you and you will, on request, complete the necessary consent forms to enable us to complete any of those searches.
- n. You have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) that names or schedules you for the operation of the vehicle you use to provide Transport Services.
- o. You will pay all applicable federal, state and local taxes based on your provision of Transport Services and any payments received.
- p. You acknowledge that we have no control over the nature and content of communications between you and other users of the GoCatch Platform and we have no liability for such conduct;
- q. to compensate and defend us fully against any claims or legal proceedings brought against us by any other person as a result of your breach of the Agreement.
- r. In relation to the reporting information that we provide, we use all reasonable endeavours to ensure that such information is accurate but we can't guarantee that it will always be accurate or correct and therefore you should keep your own records and use your own judgment when acting on the basis of information provided
- s. We are not responsible for the behaviour, actions or inactions of Passengers. Any contract for the provision of Transport Services is between you and the Passenger, and not us. We provide a platform to connect providers of transport services to passengers and to facilitate payments for those services provided, in an agency capacity only.
- t. You must not accept any job on behalf of another driver.
- u. You must not accept any job that you cannot complete immediately.
- v. If you are a Driver, you acknowledge that you are registered for GST and that you provide us with your ABN in your User account and you will notify us if you cease to be registered.
- w. We acknowledge that we are registered for GST and that we will notify Users if we cease to be registered.
- x. Driver's acknowledge that they are subject to the Terms and Conditions of Service of Airports from which they accept trips. Driver's assent to these Terms and Conditions, as provided at <https://www.gocatch.com/driver/resources/airports/> .
- y. Drivers acknowledge that the information they provide to GoCatch, including but not limited to Driver Accreditation and Vehicle registration, may be provided to their local regulator, including the NSW Point to Point Industry Portal, in accordance with Gocatch's safety responsibilities as a booking network. NSW Driver Information is therefore subject to the Industry Portal Terms and Conditions as provided at <https://www.pointtopoint.nsw.gov.au/terms-and-conditions> .
- z. Drivers who accept trips from Passengers that GoCatch informs them are Wholesale Passengers acknowledge that they are subject to the Driver Wholesale

Service Agreement for Wholesale Passengers. Once GoCatch has informed a Driver, that the passenger is a Wholesale Passenger, the Driver's assent to the additional Terms and Conditions, as provided at <https://www.gocatch.com/legal/dwsa/>.

- aa. Drivers agree that all fares payable for Wholesale Passenger trips are subject to fixed fare arrangements. Fares denoted as fixed fare are all-inclusive and represent the total amount payable by GoCatch to Drivers including all waiting time, tolls, fees, extras and any other amount.
55. Users agree that we have the right to suspend the processing of any transaction where we reasonably believe that the transaction maybe fraudulent or involves any criminal activity or where we reasonably believe you to be in breach of these terms. Fraudulent activity includes but is not limited false provision of information as to User Payment, and User Identity.
56. Any fees due to you shall be paid by us less:
 - a. any fees for use of the GoCatch service,
 - b. any chargebacks where a passenger disputes the services you provided and we believe you have not taken sufficient steps to avoid such fraud; and
 - c. any fees or costs or expenses in connection with assessments which card schemes or other financial institutions require us or you to pay. You agree to cooperate with and support us (including through the provision of relevant information) in the event of a dispute over any transaction.
57. The balance of any payments owing to you from passengers will be provided within 5 business days. A minimum account balance of \$20.01 is required for payment transfer to your nominated financial institution on every billing cycle. We may withhold or delay payments to you where:
 - a. Where the owner of the card or Passenger denies authorising or we have reasonable grounds to suspect that the passenger did not authorise the relevant transaction; or
 - b. Pending investigation where a transaction is considered to be fraudulent or otherwise suspicious or where a transaction requires validation with a card issuer.
58. You acknowledge that payment providers may ask that we or they conduct an audit of your activities to ensure compliance with these Terms and the use of the GoCatch service and you agree to cooperate fully with any such audit. You further agree that you will cooperate in relation to any financial crime screening that is required and to assist us in complying with any laws and card or financial institution rules or policies.
59. You acknowledge that GoCatch does not provide payment protection or guarantees in relation to transactions with passengers. This means that you may bear the risk in the event that a transaction proves to be fraudulent or unauthorised, particularly where GoCatch determines that you have not taken sufficient steps to avoid that fraud.
60. You acknowledge that although GoCatch requires Passengers to enter contact details and a payment method on registration, GoCatch is not able to verify the identity of Passengers. GoCatch relies on Drivers to detect and report suspicious activity and potential payments fraud.
61. You agree that you will terminate any job, not accept payment via the app and notify GoCatch immediately (support@gocatch.com) where any Passenger engages in behaviour that is suspicious.
62. Suspicious behaviour would typically include:
 - a. Passengers who take long duration trips with multiple locations, particularly where the Driver is asked to wait for extended periods;
 - b. Passengers who appear to have little regard for the cost of the fare or offer large tips; and
 - c. Passengers who use their GoCatch account to pay for the fare of another Passenger;
63. You acknowledge that GoCatch only permits jobs from one location to another lasting no longer than one hour in duration. Booking a driver for a period of time (e.g. for 2 hours)

and/or taking payment in advance is strictly prohibited.

64. You agree that you will only accept payment via the app for the Passenger who travels in your taxi and owns the GoCatch account. If you are unsure or suspicious, you should ask the Passenger to show you photo ID which matches their GoCatch account name.
65. You agree that you will never provide cash out to a passenger.
66. You agree that you will not process any metered fare greater than \$170.00 and you will not process more than 1 fare with the same Passenger, in order to breach this in app payment limit.
67. You acknowledge that any payment processed by a driver in breach of the above terms, will be withheld for a period of 3 months, in order to ascertain whether the payment has been rejected by the card holder.
68. Any driver who reports suspicious activity which results in the termination of a Fraudulent Passenger or Driver will receive a \$50.00 reward.
69. GoCatch operates a driver and passenger referral program with the aim of introducing new drivers and genuine Passengers to the Platform. From time to time, GoCatch also offers driver job bonuses.
70. You acknowledge and agree that the Passenger Referral Codes may only be used to recruit Passengers who regularly use taxi or rideshare booking services.
71. You acknowledge and agree that the use of referral codes and voucher credit by yourself, family members or with other Drivers is strictly prohibited.
72. You agree that GoCatch has absolute discretion in determining which Passenger accounts and jobs are considered to be eligible for our referral program.
73. We reserve the right to suspend, restrict or terminate your access to the GoCatch Service and withhold any job related payments, if at any time we believe that you have not complied with the above terms and conditions.
74. We may terminate these Terms and close any account you have with us by giving you 1 business day notice in writing by email to your registered email address. We may also terminate these Terms and close your account without notice if you commit a material breach of any of your obligations under these Terms or the Driver Code of Conduct or if you cease to be an accredited driver.
75. We reserve the right to suspend, restrict or terminate your access to the GoCatch service at any time without notice if we have reasonable grounds to believe you have breached any of these Terms or the Driver Code of Conduct. This shall not limit our right to take any other action against you that we consider appropriate to defend our rights or those of any other person.
76. GoPoints are part of a system that rewards drivers for completing GoCatch jobs.
77. GoPoints can be awarded and be removed at any time at the sole discretion of GoCatch and without compensation to drivers.
78. GoPoints are accumulated only to indicate your status level as a GoCatch driver. GoPoints cannot be transferred to another person or business and cannot be exchanged for any real currency or value.
79. If you choose to terminate these Terms your GoPoints will be cancelled. If you later register with GoCatch again, your GoPoints level will begin from zero.
80. These Terms are governed by the laws of New South Wales and each party submits to the non-exclusive jurisdiction of the courts operating in New South Wales.