



Transpora Terms and Conditions

The set forth terms and conditions form the Agreement that apply and govern the interactions between you (being the Sender or Transporter as the case may be) and Transpora Australia Pty Ltd, a company incorporated in Australia (ACN: 625 711 720) for access to and the use of the Application and Services.

In order to make an Account Application and access the Application and/or Services, you must agree to the terms and conditions that are set forth below.

The Transporter and Sender are completely independent of the Company, as set out in the terms and conditions of this Agreement and any PUD Tasks arising out of or in connection with a PUD Booking are supplied to the Transporter by the Sender alone and not by the Company.

The Company offers the use of the Application to enable a registered and approved Sender the means to arrange with a registered and approved Transporter to have the PUD Tasks arising out of or in connection with a PUD Booking carried out under the terms and conditions of this Agreement. The Company bears no responsibility or obligation to supervise the Sender nor the Transporter.

1 Definitions

“**ABN**” means Australian Business Number;

“**Account Application**” the application by a potential Transporter or Sender to become a User in accordance with clause 3 of this Agreement;

“**Approved Account**” means the user account issued by the Company to a User which is used User to access the Application and/or Services with their Login Information;

“**Agreement**” means the terms and conditions of this Agreement and any annexes including the Privacy Policy together with the Special Conditions which apply in respect of a Transporter only and any other additional terms and conditions or documents subsequently agreed to between the Parties;

“**Application**” means the electronic application or website (www.transpora.co) accessible from a Device which enables access to the Services;

“**Authority to Leave**” means the authorisation provided by the Sender in the Application at the time of making a PUD Booking for a Transporter to leave the Goods at the Delivery Address in any instance where the Recipient is not available at the Delivery Address during the attempted delivery of Goods by the Transporter;

“**Company**” means Transpora Australia Pty Ltd with Australian Company Number (ACN): 625 711 720;

"Company Hub Location" means a location determined by the Company where the Company may hold Goods for which the Recipient is not available at the Delivery Address to accept the delivery of Goods or the Recipient refuses to accept the delivery of Goods in accordance with clause 12.4 and 12.5 respectively;

"Company Marks" means all Company logos, designs, icons, scripts, slogans, service names and similar;

"Company Marks Licence" means a licence granted in accordance with clause 21 of this Agreement for the User to utilise the logos, designs, icons, scripts, slogans, service names and similar of the Company in connection with using or providing the Services through the Application;

"Company Service Fee" means an amount of the PUD Fee charged to the Transporter for the use of the Application where applicable;

"Coverage Area" means any of the postcodes located in Victoria, Australia where the Services are available as contained in clause 7 of this Agreement;

"Delivery Address" means the address to which the Goods are to be delivered by a Transporter to the Recipient as entered by the Sender in the Application when making a PUD Booking;

"Delivery Window" means the three-hour window on the PUD Date which the Transporter has requested the Goods to be delivered by a Transporter to the Recipient at the Delivery Address;

"Device" means any personal computer, mobile or other electronic device including but not limited to smartphones, tablets, smart watches, etc. which have a suitable internet connection and are able to download, install, use or integrate the Application;

"Excluded Goods" means the excluded goods listed in clause 8.2 of this Agreement;

"Force Majeure Event" means any circumstance to the extent it affects performance of a Party's obligations under this Agreement and which are not caused by or within a Party's reasonable control including but not limited to:

- acts of God, flood, drought, earthquake or other natural disaster;
- epidemic or pandemic;
- terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- nuclear, chemical or biological contamination or sonic boom;
- any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- collapse of buildings, fire, explosion or accident;
- any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the Party to this Agreement, or companies in the same group as that Party);

- non-performance by suppliers or subcontractors (other than by companies in the same group as the Party seeking to rely on a Force Majeure Event); or
- interruption or failure of utility service.

"**Goods**" means any physical item(s) subject to the PUD Booking made by the Sender with the exception of any Excluded Goods;

"**GST**" has the same meaning as in the GST Act;

"**GST Act**" means the *A New Tax System (Goods and Services Tax) Act 1999*;

"**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, moral rights, all rights in relation to inventions (including patents), registered and unregistered trademarks and service marks, logos, slogans, business names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect confidentiality of Confidential Information including knowhow and trade secrets and all other intellectual property rights in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"**Item Type**" means the item type available for selection or selected by the Sender when making a PUD Booking being documents/small boxes, medium boxes or large boxes in accordance as listed in clause 8.1 of this Agreement;

"**Login Information**" means the username and/or password issued by the Company to the User which enables the User to access their Account and Services via the Application;

"**Method of Transport**" means the method(s) of the Transporter to carry the Goods for the purposes of undertaking PUD Tasks which includes but is not limited to transport on foot bicycle, moped/scooter or motor vehicles including but limited to passenger cars, commercial vehicles, vans or trucks;

"**Notice of Dispute**" means any notice prepared by one Party and delivered to another Party of the dispute providing details of the dispute in accordance with clause 33.1;

"**Party**" means any of the parties being the Transporter, the Sender or the Company;

"**Pickup Address**" means the address from which the Goods are to be picked up by a Transporter from the Pickup Contact as entered by the Sender in the Application when making a PUD Booking;

"**Pickup Contact**" means the person whose name and contact details are entered into the Application by the Sender (or a person claiming to be the Sender's representative) to handover the Goods to the Transporter at the Pickup Address or a nearby adjacent area;

"**Pickup Task**" means the task created in the Application for the pickup of Goods by a Transporter from a Pickup Address arising out of or in connection with a PUD Booking;

“Pickup Window” means the three-hour window on the PUD Date which the Sender has requested the Goods be picked up by a Transporter from the Pickup Contact at the Pickup Address;

“PUD Booking” means a request made by Sender via the Application for services to move Goods from the Pickup Address to the Delivery Address;

“PUD Date” means the date on which the Sender has requested to have the PUD Tasks arising out of or in connection with a PUD Booking completed by a Transporter in the Application at the time of making a PUD Booking;

“PUD Fee” means the fee or remuneration paid by the Sender to the Company on behalf of the Transporter for the undertaking the PUD Tasks arising out of or in connection with a PUD Booking made by a Sender;

“PUD Tasks” means the collective pickup, delivery or return tasks (as the case may be) arising out of or in connection with a PUD Booking made by a Sender;

“Recipient” means the person whose name and contact details are entered into the Application by the Sender as the recipient in the PUD Booking (or a person claiming to be the Recipient’s representative at the Delivery Address) to accept the Goods at the Delivery Address or a nearby adjacent area;

“Resolution Institute” means the Resolution Institute (ACN: 008 651 232) of Level 2, 13-15 Bridge Street, Sydney NSW 2000;

“Special Conditions” means the special conditions contained in clauses 35 to 46 (inclusive) of this Agreement that only apply in respect of a Transporter;

“Sender” means the adult individual or corporate entity represented by a duly authorised individual who is registered and approved by Transpora to utilise the Application to make PUD Bookings in the Application via their Approved Account;

“Services” means all services offered through the Application to Users including but not limited to the ability to make a PUD Booking in respect of a Sender and to accept and carry out any PUD Tasks arising out of or in connection with a PUD Booking in respect of the Transporter;

“Suspended Account” means an Approved Account of a User which has been suspended by the Company thereby denying the User access to the Application and/or Services;

“Terms of Service” means the terms and conditions of this Agreement;

“Third Party Payment Processor” means the payment collection and processing services provided to the Company via the Application by Square, Inc. through its subsidiary Square AU Pty Ltd (ABN 38 167 106 176);

“Third Party Service Provider” means any entity however so engaged by the Company to support the Company in supplying and/or supporting the Application;

“Transporter” means the independent third party individual or company who has applied to and been approved by the Company pursuant to the terms and conditions of this Agreement

to offer their Services to Senders via the Application in undertaking PUD Tasks arising out of or in connection with a PUD Booking made by a Sender via the Application; and

“User” means either the Sender or the Transporter.

2 Acceptance and Modification of the Agreement

2.1 Acceptance of Terms and Conditions

The use of the Application and/or Services is subject to acceptance of the terms and conditions of this Agreement.

The Sender signifies their acceptance of the terms and conditions of this Agreement by submitting an Account Application in accordance with clause 3.2 of this Agreement and the Transporter signifies their acceptance of the terms and conditions of this Agreement by submitting an Account Application to become a Transporter in accordance with 3.3. The Account Application is subject to review and approval is the absolute discretion of the Company.

The terms and conditions of this Agreement must be accepted in their entirety and without amendment. In the event of a breach by a User of any of the obligations set out herein, the Company reserves the right to suspend or cancel the User's access to the Application and Services and the Sender shall not be entitled to any reimbursement, credit note or compensation.

No other terms and conditions or similar issued by a Sender and/or Transporter shall prevail over the terms and conditions of this Agreement.

The Company is not a common carrier and shall under no circumstances be liable to any party as a common carrier.

If the Application has been downloaded from the Apple App Store or the Google Play Store, the User undertakes to agree and abide by the general conditions specific to the Apple or Google platforms.

2.2 Revisions

The Company reserves the right to revise the terms and conditions of this Agreement at any time. Any changes to this Agreement shall become effective after they have been made available on the Company's website at <http://www.transpora.co/terms>.

If you continue to use the Application, you shall be deemed to have accepted the revised terms and conditions to this Agreement. If a User objects to the revised terms and conditions to this Agreement, the User must cease their use of the Application and the Services immediately.

3 Account Application

3.1 General

In order to be able to access the Application and/or Services, the individual must have a compatible Device (as a minimum with iOS 9.0, Android 5.0, Windows 10 or Mac OS X) in good working order with access to stable internet of a reasonable speed and hold a valid Approved Account.

3.2 Sender Account Application

An individual who wishes to become a Sender through the Application must send an email to hello@transpora.co expressing their interest in becoming a Sender.

On receipt of such email, the Company will make contact with the individual to discuss their interest in becoming a Sender and may require the individual to provide further information to assist the Company in determining suitability of the individual to become a Sender including but not limited to:

- a) Full name;
- b) Residential address;
- c) Company details (if applying on behalf of a company) such as ABN, ACN, registered business address, etc.;
- d) Valid Australian driver's licence (front and back);
- e) Valid passport or Australian birth certificate if the individual does not have a valid passport; and
- f) Volume estimates and item types.

If the applicant is a company, the company is the party to the Agreement and is responsible and liable for any acts or omissions of any employee, agent, officer, director or subcontractor of the company that uses the Application and/or Services as if they were the registered User's acts or omissions. The company must ensure that before any natural person uses the account of the Transporter that the natural person has read and agrees to be bound by this Agreement. The company and any natural person using the related Approved Account are jointly and severally liable for any breach of the Agreement or other act or omission of the natural person when using the Approved Account.

The Company may at its absolute discretion approve or reject any application by any applicant to become a Sender.

3.3 Transporter Account Application

Any individual who has a valid Australian Business Number (ABN) and valid working rights in Australia may apply to become a Transporter. To do this, the individual must apply via the Application using the process accessible from the following link www.transpora.co/become-jason-statham.

The Company may require the individual to provide any requested documentation in support of their Account Application including but not limited to:

- a) Valid Australian driver's licence (front and back);
- b) Valid passport or Australian birth certificate if the individual does not have a valid passport;
- c) the Transporter's bank account details for payment of any amounts due from the Company to the Transporter;
- d) Vehicle registration certificates;
- e) Current Certificate of Currency for vehicle insurance which at a minimum covers third party property damage with the individual applying listed as a policyholder or named insured driver along with expiry dates;
- f) copy of criminal background check being an Australian national police check conducted by an ACIC accredited agency no older than 30 days prior to the individual's application to become a Transporter;
- g) a clear portrait picture (not a full body picture) of the individual clearly showing full face, front view with eyes open;
- h) pictures of your Method of Transport (four pictures – front, both sides and back);
- i) evidence of ABN Number; or
- j) company details and supporting information if the applicant is a company.

If the applicant is a company, the company is the party to the Agreement and is responsible and liable for any acts or omissions of any employee, agent, officer, director or subcontractor of the company that uses the Application and/or Services as if they were the registered User's acts or omissions. The company must ensure that before any natural person uses the account of the Transporter that the natural person has read and agrees to be bound by this Agreement. The company and any natural person using the related Approved Account are jointly and severally liable for any breach of the Agreement or other act or omission of the natural person when using the Approved Account.

The applicant must also provide details of the Method of Transport that will be used in carrying out any PUD Tasks arising out of or in connection with any PUD Booking during the signup process if they were to be approved by the Company to become a Transporter.

The Company may at its absolute discretion approve or reject any application by any individual to become a Transporter.

3.4 Login Information

Upon the Company reviewing an Account Application and approving the Account Application, the Company will issue an Approved Account and the Company shall provide Login Information to the User being a username and password for access to the Application and Services.

The User shall keep their Login Information confidential and not communicate it to any third party. The User shall only use the Application with their own Login Information and agrees

that all actions or acts on the Application undertaken with the User's Login Information shall be deemed automatically to have been undertaken by the registered User of that Approved Account.

In the event of loss, theft or any fraudulent act or forgotten Login Information, the User being either a Sender or Transporter shall notify the Company promptly by sending an email to sendersupport@transpora.co or transportersupport@transpora.co respectively. The User agrees to cooperate with the Company and provide all information required by the Company in confirming the identity of the User.

The Company will promptly investigate any claims of loss, theft or fraudulent act upon receipt of the email from the User and provide a written response to the email address registered on the User's Account. The Company may elect to suspend the User's Approved Account access such that it becomes a Suspended Account at its sole discretion at any time during or post investigation.

4 Communications

The User acknowledges that the Company may need to contact the User via text message, telephone call or email to discuss matters in respect of the User's Approved Account including a PUD Booking and as such, the User shall ensure they are contactable through the contact details provided by the User and recorded by the Company against the User's Approved Account.

If the Company is not able to make contact with the User after a reasonable number of attempts, the Company may use its absolute discretion to suspend the User's Approved Account such that it becomes a Suspended Account.

The Transporter acknowledges that in providing the Services to the Sender, the Pickup Contact, Recipient or third party may need to contact them via the Application in respect of the execution of PUD Tasks arising out of or in connection with a PUD Booking made by the Sender and as such, grants the Pickup Contact, Recipient or third party permission to contact them for such purposes.

The Sender acknowledges that in providing the Services to the Sender, the Transporter may need to contact the Pickup Contact, Recipient or any other third party whose details the Sender has entered into the PUD Booking via the Application in respect of the execution of PUD Tasks arising out of or in connection with a PUD Booking made by the Sender and as such grants the Transporter permission to contact the Pickup Contact, Recipient or any third parties for such purposes. The Sender acknowledges and agrees that they have the consent of any Pickup Contact, Recipient or third party individuals whose contact details the Sender has entered into the Application in respect of a PUD Booking to contact them for such purposes.

Any contact by and between any party via the Application is not encrypted.

The Sender, Transporter, Pickup Contact, Recipient or any other third party involved (as the case may be) shall not send messages, make calls or contact each other in any way that is of an injurious, insulting, denigrating, degrading or defamatory nature against each other nor use the Application to make any threats of violence or similar.

The Sender, Transporter, Pickup Contact, Recipient or any other third party involved are prohibited from making contact with each other via any communication method (including social media) in respect of any matter not directly related to the Services provided or received under the terms and conditions of this Agreement.

The Company reserves the right to suspend any User's Approved Account such that it becomes a Suspended Account if the Company becomes aware of or has reason to suspect the communications have occurred contrary to the terms and conditions of this Agreement and in particular this clause 4.

The Company reserves the right to report any threats of violence or otherwise illegal behaviour to law enforcement authorities for investigation.

5 Formation of Contract

The undertaking of PUD Tasks arising out of or in connection with a PUD Booking is subject to an electronic contract between the Sender and Transporter, which is formed via the Application in accordance with the terms and conditions of this Agreement.

The PUD Booking made by a Sender via the Application constitutes a request for the Services at the PUD Fee stated in the PUD Booking.

The Sender irrevocably acknowledges and accepts that a PUD Booking creates a sufficiently precise, firm, unequivocal and unreserved offer for PUD Tasks which is irrevocable, except in accordance with the conditions contained in clause 13.1 and is binding on the Sender upon acceptance by the Transporter of the PUD Tasks arising out of or in connection with the PUD Booking made by the Sender.

Once a Transporter accepts the PUD Tasks arising out of or in connection with a PUD Booking made by the Sender as signified by the Transporter swiping "Accept" in the Application via their Device, an electronic contract for completion of the PUD Tasks, which is irrevocable, except in accordance with the conditions listed in clause 13.2, is entered into between the Sender and the Transporter in accordance with the terms and conditions of this Agreement.

For the avoidance of doubt, the Company is in no way a party of or to be construed to be a party to such contract between the Sender and the Transporter for the undertaking of PUD Tasks arising out of or in connection with a PUD Booking made by the Sender.

6 Evidence

The Parties agree that the signature of the Pickup Contact obtained at the Pickup Address coupled with the "Successful" swipe by the Transporter in the Application via the Transporter's Device acts as evidence of the pickup of the Goods and constitutes a signature having identical legal value to that of a signature on paper.

The Parties agree that the signature of a Recipient obtained at the Delivery Address or the Transporter in the case where the Recipient is not available at the Delivery Address and the Sender has provided Authority to Leave coupled with the "Successful" swipe by the Transporter in the Application acts as evidence of the delivery of Goods and constitutes a signature having identical legal value to that of a signature on paper.

In the event the Sender has elected to allow Authority to Leave in the Application, the signature of the Transporter at the Delivery Address is taken to constitute the signature of the person at the Delivery Address and constitutes a signature having identical legal value to that of a signature on paper.

7 Coverage Area

At the present time, the Company enables the use of the Application and/or Services by a User in the following Coverage Area in Victoria, Australia:

3000	3049	3085	3147
3002	3051	3087	3148
3003	3052	3088	3161
3004	3053	3101	3162
3006	3054	3102	3163
3008	3055	3103	3165
3011	3056	3104	3166
3012	3057	3105	3181
3013	3058	3107	3182
3015	3060	3108	3183
3016	3065	3121	3184
3018	3066	3122	3185
3019	3067	3123	3186
3020	3068	3124	3187
3022	3070	3125	3188
3025	3071	3126	3189
3026	3072	3127	3190
3031	3073	3128	3191
3032	3074	3129	3204
3034	3075	3141	3205
3039	3078	3142	3206
3040	3079	3143	3207
3041	3081	3144	-
3044	3083	3145	-
3046	3084	3146	-

The Sender must ensure that both a Pickup Address and Delivery Address of a PUD Booking fall within the Coverage Area and the Sender acknowledges and accepts that the Company may cancel any PUD Booking which contains a Pickup Address or Delivery Address outside the Coverage Area.

8 Goods

8.1 Item Type and Quantity

The Company accommodates three (3) item types which the Sender may select when making their PUD Booking being:

- a) Documents/Small Boxes which is an item not exceeding 30cm width x 42cm length x 15cm height and 5 kilograms in weight;
- b) Medium Boxes which is an item not exceeding 42cm width x 60cm length x 30cm height and 12.5 kilograms in weight; and
- c) Large Boxes which is an item not exceeding 60cm width x 84cm length x 30cm height and 25 kilograms in weight.

Each PUD Booking can accommodate a maximum of ten (10) quantities of each Item Type.

If a Sender wishes to send an item that does not fall within the requirements of this clause 8.1, the Sender is required to email the Company at sendersupport@transpora.co prior to making a PUD Booking to confirm if the Company can accommodate the request for a PUD Booking not in accordance with the Item Type or maximum quantities listed in this clause 8.1.

The Sender acknowledges and agrees that it is their sole responsibility to ensure the Item Type and quantity entered into the Application by the Sender when making a PUD Booking is accurate and in accordance with the requirements of this clause 8.

The Sender further acknowledges that a Transporter may refuse the pickup of the Goods from the Pickup address if the Transporter determines that the Goods presented by the Pickup Contact at the Pickup Address are not in accordance the Goods entered into the Application by the Sender at the time of making the PUD Booking in accordance with clause 14 of this Agreement.

8.2 Excluded Goods

The following Goods are excluded from the Services and as such are prohibited from included in a PUD Booking made by a Sender:

- any item which through its nature and/or its packaging may present a danger to the Transporter or any third party or damage the environment including but not limited to weapons or machines intended to explode through modification to the atomic nucleus, fuels, including nuclear, radioactive product or waste, or any other source of ionising radiation or any item connected to the supply of items or services concerning a nuclear facility, or directly affecting a nuclear facility;
- any item which is fragile such as china, art, artefacts, antiques;
- any food item that is raw, freshly cooked or non-vacuum sealed which is perishable or requires by its nature to be temperature controlled;
- any item which is irreplaceable or has an item value in excess of two hundred Australian Dollars (\$200.00).
- any illegal or restricted item whose holding, transport offering for sale, acquisition or use is prohibited by the laws of Victoria, Australia;

- any item whose sending and/or receipt is illegal due to the capacity of the Sender, the Pickup Contact and/or the Recipient including but not limited to any item whose holding, offering for sale, sale and/or acquisition or use by a specific person is prohibited due to a legal, regulatory or contractual provision (e.g. tobacco or alcohol to minors, etc.);
- any item that can only be transported by a regulated profession such as money, currency, bank notes, financial securities, gift vouchers and generally any other item subject to the transfer of funds and making it possible to make or receive payment or item with gas (irrespective of whether flammable or not), radioactive, toxic, infectious or corrosive materials;
- any animal or human beings, alive or dead, including all or part of their bodies, organs or remains including any fluid derived from the body including blood, urine, etc.;
- any item derived directly from products of human origin including those intended for any treatment, diagnoses or operation on the human body; or
- any item made from or consisting of asbestos or lead.

8.3 Right to Inspect Goods

The Company has the right to open and inspect any Goods subject to a PUD Booking at any time, without notice to the Sender, Pickup Contact or Recipient to determine the nature, condition, ownership or contents of the Goods.

The Company has the right to take all steps deemed appropriate in its sole discretion if the Company suspects or verifies that the Goods subject to a PUD Booking contain any Excluded Goods listed in clause 8.2 of this Agreement. This includes the right to dispose of or destroy any such Excluded Goods or to request the services of any relevant authority to do so. In this instance, the Company has the right to charge the Sender of the Excluded Goods for any destruction or disposal costs incurred by the Company or Transporter.

Neither the Company nor the Transporter are liable for any cost whatsoever in respect of Goods or Excluded Goods not delivered, disposed of or destroyed under this clause 8.3.

9 Making a PUD Booking

9.1 General process

At a minimum, the Sender is required to enter the following details into the Application in order to submit a PUD Booking:

- Item Type and quantity of each Item Type;
- PUD Date;
- Pickup Window;
- Delivery Window;

- Pickup Contact;
- Mobile number for Pickup Contact;
- Pickup Address (unit/level number, street number, street name, street type, suburb, postcode, state and country);
- Recipient details;
- Mobile number for Recipient;
- Delivery Address (unit/level number, street number, street name, street type, suburb, postcode, state and country); and
- Acceptance of the Terms of Service.

In addition to the minimum details above, the Sender acknowledges and agrees to provide all other essential information required that would be required by a Transporter to successfully complete the PUD Tasks arising out of or in connection with a PUD Booking including but not limited to any special instructions, business names, unit/level number, email address or barcodes.

The Sender acknowledges and agrees that the information entered into the Application for a PUD Booking forms the basis of which the Transporter will be bound.

The Sender represents and warrants to the Company and the Transporter that they shall:

- have the prior permission of the Pickup Contact and the Recipient to communicate to the Company and the Transporter any information entered concerning them into the Application to enable the Transporter to carry out any PUD Tasks arising out of or in connection with a PUD Booking;
- correctly specify the details, obvious or otherwise, of the Goods including Item Type and quantity when they make the PUD Booking as incorrect information may have repercussions and may result in the Company or the Transporter cancelling or refusing the PUD Tasks arising out of or in connection with a PUD Booking in accordance with clause 13.2, 13.3 and 14 of this Agreement;
- not make a PUD Booking from a Pickup Contact or Recipient who is not available on the PUD Date during the Pickup Window or Delivery Window (as the case may be) or from a Pickup Address or Delivery Address which is inaccessible or which would require unreasonable efforts (including time) by the Transporter to access such as locations inaccessible by land and/or not close to a marked road; and
- only use the Services in accordance with the laws of Victoria, Australia.

9.2 PUD Date, Pickup Window and Delivery Window

The pickup of Goods from a Pickup Contact at the Pickup Address and the delivery of Goods to the Recipient at the Delivery Address must occur on the same PUD Date and as such, only one PUD Date can be selected by the Sender in each PUD Booking.

The Company offers Senders the ability to select a three (3) hour Pickup Window and a three (3) hour Delivery Window on the PUD Date for each PUD Booking however the Sender acknowledges and accepts that:

- a) the Sender cannot select a Pickup Window on the PUD Date if the current time at which the Sender is making the PUD Booking is later than the opening time of the Pickup Window they are selecting;

For the avoidance of doubt, by way of a worked example, if the current date and time is 20 June 2018 at 10:00AM when the Sender is in the process of making the PUD Booking via the Application then the Sender is forbidden from selecting a PUD Date of 20 June 2018 and a Pickup Window of 9:00AM-12:00PM as the current time of 10:00AM on 20 June 2018 is later than the opening time of the Pickup Window (being 9:00AM on 20 June 2018 in this instance).

- b) the Sender cannot select a Delivery Window on a PUD Date which is the same three (3) hour window as the Pickup Window;

For the avoidance of doubt, by way of a worked example, if the PUD Date is 20 June 2018 and the Sender has validly selected a Pickup Window of 9:00AM-12:00PM via the Application then the Sender is forbidden from selecting 9:00AM-12:00PM as the Delivery Window. The Delivery Window must be 12:00PM-3:00PM or later on the PUD Date.

The Sender acknowledges that the PUD Date, Pickup Window and Delivery Window is indicative only and shall not be binding on the Transporter (nor on the Company, which, in accordance with the terms and conditions of this Agreement, is not a party to the contract for the PUD Booking).

9.3 PUD Fee

Subject to the requirements of clause 9.1, a PUD Fee is displayed in the Application to the Sender which is payable by the Sender to the Company on behalf of the Transporter for the PUD Booking to undertake the PUD Tasks arising out of the PUD Booking.

The PUD Fee shown to the Sender in the Application at the time of making the PUD Booking is shown and charged in Australian dollars and is inclusive of applicable taxes where required by law.

The Sender retains the right to request a different PUD Fee from the Transporter for the Services rendered by the Transporter at the time the Services are rendered by the Transporter. The Company will respond to any request from a Transporter to modify the PUD Fee relating to a PUD Booking.

9.4 Payment of PUD Fee

The PUD Fee and any other charges paid by the Sender are final and non-refundable unless otherwise explicitly noted in this Agreement.

If the Sender is satisfied that the details entered by the Sender in the Application are correct and they wish to progress with placing the PUD Booking in accordance with clause 9.1, the Sender must click the "Book Now" button in the Application whereby they are taken the Company's Third Party Payment Processor to again review the PUD Booking details and PUD Fee.

The Company uses a Third Party Payment Processor to process credit card payments pursuant to the Third Party Payment Processor's terms and conditions found at <https://squareup.com/au/legal/ua>.

Accordingly, the Company is not responsible for and does not have any control over any Third Party Payment Processor. The Sender acknowledges and agrees that neither the Transporter nor the Company can be held liable for any loss or damage arising out of the Sender's use of the Third Party Payment Processor's services. The Company advises that Senders read and understand the terms of the Third Party Payment Processor before using or transacting through the Third Party Payment Processor.

If the Sender wishes to progress with the PUD Booking, the Sender must enter their valid credit card details and click the "Purchase" button. The Company, acting as the Transporter's billing agent, will then facilitate payment of the PUD Fee or any other charges (as applicable) on behalf of the Transporter through the Company's Third Party Payment Processor. Payment of the PUD Fee in such a manner is considered the same as payment of the PUD Fee made directly by the Sender to the Transporter.

Once the payment of the PUD Fee (or any other charges as applicable) has been successfully processed by the Company's Third Party Payment Processor as advised by the Third Party Payment Processor, an order confirmation email is sent by the Third Party Payment Processor confirming successful payment of the PUD Fee or any other charges (as applicable). The PUD Booking is taken to be successfully submitted and the associated PUD Tasks are created in the Application and sent to Transporters for review, acceptance or otherwise in accordance with the process outlined in clause 10 of this Agreement.

Any declined or unsuccessful payment attempt or similar by a Sender (e.g.: due to incorrect credit card details, expired credit cards, insufficient funds, etc.) will result in the PUD Booking Delivery not being processed by the Application and accordingly the PUD Tasks arising out of or in connection with that PUD Booking will not be created in the Application.

9.5 Tax Invoice

After successful payment of the PUD Fee in accordance with 9.4 of this Agreement and the conclusion of the PUD Tasks arising out of or in connection with the PUD Booking, the Company will send an email to the Sender containing a Tax Invoice of the Transporter for the PUD Booking.

10 Receiving and Reviewing PUD Tasks

10.1 Prerequisites for receiving PUD Tasks

In order for a Transporter to be eligible to receive alerts for PUD Tasks arising out of or in connection with a PUD Booking made by a Sender, the Transporter must have:

- a compatible Device;
- location services (GPS location functionality) enabled on their Device,
- the Application open and running; and
- their status set to "On Duty" in the Application.

PUD Tasks arising out of or in connection with a PUD Booking made by a Sender are sent via the Application to the Transporter's Device as determined by the Application's algorithm or the Company.

Details shown on the Transporter's Device for PUD Tasks arising out of or in connection with a PUD Booking made by a Sender includes but is not limited to:

- Pickup Name;
- Pickup Address;
- PUD Date;
- Pickup Window;
- Delivery Window;
- Delivery Address;
- Recipient;
- PUD Fee; and
- Special Instructions.

10.2 Response to PUD Tasks by the Transporter

The Transporter has two (2) minutes to accept or decline PUD Tasks arising out of or in connection with a PUD Booking made by a Sender via the Application on their Device. If the Transporter does not provide a response or declines the PUD Tasks as signified by tapping the "Decline" button, the PUD Tasks will be sent to another Transporter. However, the PUD Tasks may be offered to the same Transporter again if other available Transporters decline or do not respond to the PUD Tasks.

10.3 Acceptance of PUD Tasks by the Transporter

The Transporter's acceptance of the PUD Tasks arising out of or in connection with a PUD Booking made by a Sender is signified by the Transporter tapping the "Accept" button within the Application on the Transporter's Device.

Acceptance of the PUD Tasks by the Transporter via the Application irrevocably binds (subject to the conditions set out in clause 13.2) the Transporter to undertake the accepted PUD Tasks in accordance with the terms and conditions of this Agreement.

The Company cannot require or force a Transporter to accept any PUD Tasks arising out of or in connection with a PUD Booking made by the Sender and as such a Transporter makes any such acceptance entirely at their own discretion.

10.4 Confirmation of Creation of PUD Tasks

The creation of PUD Tasks in the Application arising out of or in connection with a PUD Booking made by the Sender shall be notified via text message to the mobile numbers of Pickup Contact and Recipient respectively and via email to both the Pickup Contact and Recipient if an email address is entered for the Pickup Contact and Recipient respectively.

10.5 Confirmation of Acceptance or Non-Acceptance of PUD Tasks

The acceptance of PUD Tasks in the Application arising out of or in connection with a PUD Booking made by the Sender shall be notified once the Pickup Task has been started by the Transporter via text message to the mobile number of the Pickup Contact and also via email to the email address of the Pickup Contact if an email address is provided by the Sender for the Pickup Contact in the PUD Booking.

Should no Transporter accept PUD Tasks arising out of or in connection with a PUD Booking made by a Sender, the Company will be notified by the Application and will use all reasonable commercially viable efforts to intervene and find a suitable Transporter willing and able to accept the PUD Tasks arising out of or in connection with the PUD Booking made by the sender to undertake the associated PUD Tasks or if no suitable Transporter can be found, the Company will advise the Sender of the circumstances and advise that the PUD Tasks cannot be completed.

Transpora may at its absolute discretion elect to provide the Sender with a credit note equivalent to the value of the PUD Fee paid for the PUD Booking in question for which a suitable Transporter did not accept or was not found via the Application.

11 Pickup of Goods

11.1 General

The Transporter must use its best endeavours to arrive at the Pickup Address on the PUD Date and during the Pickup Window specified in the PUD Tasks arising out of or in connection with a PUD Booking made by a Sender to collect the Goods from the Pickup Contact.

The Transporter is required to verify that they have arrived at the correct Pickup Address by checking that the individual at the Pickup Address is the Pickup Contact and that the address is the Pickup Address.

In the event a Transporter arrives at the Pickup Address and the Pickup Contact is not available, the Transporter will attempt to contact the Pickup Contact by calling the Pickup Contact's mobile number as provided by the Sender in the PUD Booking and wait a maximum of five (5) minutes before reattempting a to call the Pickup Contact's mobile number. If after two attempts, the Transporter is not able to make contact with the Pickup Contact or the Transporter makes contact with the Pickup Contact who advises that they are not at the Pickup Address, the Transporter will swipe "Failed" in the Application in respect of the Pickup Task and provide a brief reason for the failure. In such instances, neither the Company nor the Transporter will be required to provide any credit note or any compensation to the Sender.

11.2 Refusing pickup of Goods

The Transporter may, in their absolute discretion, refuse pickup of Goods if the Goods presented by the Pickup Contact:

- do not match the quantity and/or item size of the Goods entered into the Application by the Sender at the time of making the PUD Booking;

- the Goods are not properly contained for safe transit or are loose items; or
- the Goods have obvious damage, stains, defects, marks or similar.

In the event a Transporter elects to refuse pickup of the Goods related to a PUD Booking due to one or more of the instances above occurring, the Transporter is required to take clear photographs of all Goods presented by the Pickup Contact in the Application via their Device and provide a brief explanation for refusing to pickup the Goods.

The photograph for each item of the Goods subject to refusal of pickup by the Transporter must:

- be taken in front of the Pickup Contact at the Pickup Address;
- clearly show the entire item making up the Goods including the Identification Barcode (number must be clear and visible if any); and
- clearly show any damage, defect, imperfection, mark, stain or similar on the Goods (if applicable).

After collecting all required information on the PUD Arrival Screen in the Application on the Transporter's Device, the Transporter must present their device to the Pickup Contact for review of all content that has been collected by the Transporter in the PUD Arrival Screen. If the Pickup Contact is satisfied with the content that has been collected by the Transporter, the Pickup Contact completes the PUD Task by placing their signature in the "Signature" section of the PUD Arrival Screen of the Application on the Transporter's Device. The Transporter is then required to swipe "Successful" to complete the PUD Task.

The signature of the Pickup Contact made by the Pickup Contact in the Application on the Transporter's Device is deemed for all intents and purposes to represent successful completion of the PUD Task and pickup of the Goods.

11.3 Information collected at pickup of Goods

At the pickup of Goods, the Transporter must do the following in the Application via their Device in front of the Pickup Contact at the Pickup Address:

- scan or manually enter the Identification Barcode of each item making up the Goods;
- clearly photograph each item making up the Goods showing the item in its entirety including the Identification Barcode with the number clearly visible;
- enter any applicable notes related to the PUD Task; and
- obtain the signature of the Pickup Contact.

The Pickup Contact should review all information on the PUD Arrival Screen before placing their signature in the "Signature" section of the PUD Arrival Screen of the Application on the Transporter's Device. If any part of the information is incorrect, the Pickup Contact must bring this to the attention of the Transporter before signing.

The Parties agree that the signature of the Pickup Contact at the Pickup Address acts as evidence of the pickup of Goods and constitutes having identical legal value to that of a signature on paper.

12 Delivery of Goods

12.1 General

The Transporter must use reasonable endeavours to arrive at the Delivery Address on the PUD Date and during the Delivery Window specified in the PUD Tasks arising out of or in connection with the PUD Booking made by the Sender to deliver the Goods to the Recipient.

The Transporter is required to verify that they have arrived at the correct Delivery Address by checking that the individual at the Delivery Address is the Recipient and that the address is the Delivery Address unless the Sender has selected Authority to Leave in the PUD Booking and the Recipient is not available at the Delivery Address in which case the Transporter must:

- use reasonable endeavours to ensure they are at the correct Delivery Address;
- leave the Goods at the Delivery Address (or such address that the Transporter believes to be the correct Delivery Address) in accordance with any special instructions provided by the Sender at the time of making the PUD Booking or in the absence of any special instructions, a suitable location as reasonably determined by the Transporter; and
- take a photograph of the entirety of the Goods left which shows to a reasonable extent where the Goods have been left.

If no special instruction has been provided by the Sender in the PUD Booking and the Transporter, in their absolute discretion, cannot find a suitable location to leave the Goods, the Transporter may return the Goods to a location as advised by the Sender or the Company (as the case may be).

The Sender bears full responsibility for any loss, damage, theft, destruction or similar to the Goods when the Sender has selected Authority to Leave in the PUD Booking whether or not caused or contributed to by the Transporter or the Company.

12.2 Information collected at delivery of Goods

At the delivery of Goods, if the Recipient is available at the Delivery Address at the time of the delivery of Goods, the Transporter must do the following in the Application via their Device in front of the Recipient at the Delivery Address:

- scan or manually enter the Identification Barcode of each item making up the Goods;
- clearly photograph each item making up the Goods showing the item in its entirety including the Identification Barcode with the number clearly visible;
- enter any applicable notes related to the PUD Task; and
- obtain the signature of the Recipient.

The Recipient should review all information on the PUD Arrival Screen before placing their signature in the "Signature" section of the PUD Arrival Screen of the Application on the Transporter's Device to accept the delivery of Goods. If any part of the information is incorrect, the Recipient must bring this to the attention of the Transporter before signing.

If the Recipient is not available at the Delivery Address at the time of the delivery of Goods and the Sender has provided Authority to Leave, the Transporter must do the following in the Application via their Device at the Delivery Address:

- scan or manually enter the Identification Barcode of each item making up the Goods;
- clearly photograph each item making up the Goods showing the item in its entirety including the Identification Barcode with the number clearly visible;
- enter any applicable notes related to the PUD Task; and
- sign for the delivery of Goods.

The Parties agree that the signature of the Transporter at the Delivery Address acts as evidence of the delivery of Goods and constitutes having identical legal value to that of a signature on paper.

12.3 Delivery of Goods

If no Recipient is present at the Delivery Address and the Sender has provided Authority to Leave in the PUD Booking, the Transporter will leave the Goods in a location that the Transporter deems safe (at their sole discretion). In this instance, the Transporter's signature on the Application installed on the Transporter's mobile device is deemed to be that of the Recipient for all intents and purposes. The Transporter will take a photograph of where the Goods are left for audit purposes.

The Transporter nor the Company takes any responsibility whatsoever for any damage, loss, destruction, theft or similar that occurs to the Goods (or part thereof) in any instance where Authority to Leave is provided by the Sender and called upon by the Transporter due to no Recipient being available or contactable at the Delivery Address.

12.4 Recipient not available and no Authority to Leave

If the Recipient is not available at the Delivery Address at the time of the delivery of Goods and no Authority to Leave has been provided by the Sender at the time of making the PUD Booking, the Transporter must contact the Company in the Application via their Device and wait for instructions from the Company on whether to return the Goods to the Sender or to deliver the Goods to the closest Company Hub Location.

The Company will use reasonable endeavours to contact the Sender before providing instructions to the Transporter. However, the Company reserves the right to make any such decision and provide any resulting instruction to the Transporter in its sole discretion if it is not able to make contact with the Sender for any reason.

In the event the Goods are returned to a Company Hub Location, the Company will notify the Sender of the failed delivery of Goods in writing to the email address recorded on the Sender's Approved Account.

The Sender may elect to:

1. arrange a mutually convenient time to collect the Goods from the Company Hub Location within seven (7) business days at no additional cost; or
2. complete a new PUD Booking to have the Goods delivered again.

The Company will store the Goods at the Company Hub Location for a maximum of seven (7) business days at no additional cost to the Sender. If the Sender has not arranged to pickup the Goods from the Company Hub Location or placed a new PUD Booking for the delivery of Goods by close of business on the seventh (7th) business day following the Company emailing the Sender advising of the refusal of the Recipient to accept the delivery of Goods, the Goods will be deemed to be forfeited and the Company will arrange for disposal of the Goods.

12.5 Delivery refusal by Recipient

If a Recipient refuses the delivery of Goods due to alleged damage, destruction, spoiling theft or similar then the Company will arrange for the Goods to be returned to a Company Hub Location for inspection by the Company and it shall be the Sender's responsibility to demonstrate to the Transporter, and to the Company, that the alleged damage, destruction, spoiling or similar has occurred during the time the Goods have been in the Transporter's possession, in which case a refund of the PUD Fee may be issued in the form of a credit note to the Sender.

For the avoidance of doubt, no claim of alleged damage, destruction spoiling, theft or similar will be investigated or accepted whatsoever by the Company or the Transporter once the Goods have been accepted by the Recipient at the time of the delivery of Goods as signified by the Recipient placing their signature in the "Signature" section of the PUD Arrival Screen of the Application on the Transporter's Device.

The Sender acknowledges and agrees that the Transporter is not responsible for any non-conformity of Goods or delay in the delivery of Goods in relation to the estimated timeframe indicated and that such reasons do not constitute a valid and admissible reason for refusing to accept the delivery of Goods.

If a Recipient refuses the delivery of Goods for any reason other than specified above, the Transporter will return the Goods to the Company Hub Location and the Company will notify the Sender of the refused delivery of Goods by the Recipient in writing to the email address recorded on the Sender's Approved Account.

The Sender may elect to:

1. arrange a mutually convenient time to collect the Goods from the Company Hub Location within seven (7) business days at no additional cost; or
2. complete a new PUD Booking to have the Goods delivered to a new delivery address.

The Company will store the Goods at the Company Hub Location for a maximum of seven (7) business days at no additional cost to the Sender. If the Sender has not arranged to pickup the Goods from the Company Hub Location or place a new PUD Booking for the delivery of Goods by close of business on the seventh (7th) business day following the Company emailing the Sender advising of the refusal of the Recipient to accept the delivery of Goods, the Goods will be deemed to be forfeited and the Company will arrange for disposal of the Goods.

13 Cancellation of PUD Booking and/or PUD Tasks

13.1 Cancellation by Sender

The Sender may make a Cancellation Request at any time until the Transporter has started the Pickup Task as signified by the Transporter starting the Pickup Task by swiping “Start” in the Application via their Device and the Real Time Tracking Link being sent to the Pickup Contact for the Pickup Task in question.

In order to make a Cancellation Request, the Sender must email cancel@transpora.co with the following details:

- PUD Booking ID;
- PUD Date;
- Pickup Contact Name;
- Pickup Address;
- Recipient Name; and
- Delivery Address.

The Company will use its best endeavours to process any Cancellation Request promptly. If the Cancellation Request meets all criteria outlined in this clause 13.1, the company will issue the Sender a credit note equal to the value of the PUD Fee for the PUD Booking subject to the Cancellation Request being valid.

For the avoidance of doubt, a PUD Booking and associated PUD Tasks cannot be cancelled at any time after the Transporter has started the Pickup Task by swiping “Start” in the Application via their Device and the Real Time Tracking Link being sent to the Pickup Contact for the Pickup Task in question.

13.2 Cancellation by the Transporter

The Transporter may cancel their previous acceptance of PUD Tasks arising out of or in connection with a PUD Booking made by a Sender in the case of any Force Majeure Event occurring to the extent that such event affects the Transporter’s ability to undertake the PUD Tasks.

In the event a Transporter is part way through completing a PUD Task arising out of or in connection with a PUD Booking, the Transporter is to make contact with the Company so that the Company can make alternative arrangements to help ensure minimal or no disruption to the Services being provided by the affected Transporter to the Sender.

The cancellation of previously accepted PUD Tasks arising out of or in connection with a PUD Booking will result in the forfeiture of the PUD Fee related to the PUD Tasks being cancelled by the Transporter arising out of or in connection with the PUD Booking.

For the avoidance of doubt, the Company shall play no part in the decision by a Transporter to cancel a Delivery Request under this clause 13.2.

13.3 Cancellation by the Company

The Company may cancel a PUD Booking and any PUD Tasks arising out of or in connection with the PUD Booking in the following circumstances:

- a PUD Booking being made by a Sender where the Pickup Address and/or Delivery Address are outside the Coverage Area;
- a Force Majeure Event occurring or being likely to occur which affects the Application (or any part thereof);
- the Application (or any part thereof) being affected by the performance or lack thereof of a Third Party Service Provider of the Company;
- any cyber-attack or similar on the Company or Application (or any part thereof) which affects or is likely to affect the performance of the Application or the ability of the Company to meet its obligations under this Agreement; or
- if the Company discovers or has reason to suspect that the PUD Booking and associated PUD Tasks are connected to a User who has or is likely to breach the terms and conditions of this Agreement.

In the event the Company cancels the PUD Tasks arising out of or in connection with a PUD Booking, the Company will use all reasonable efforts to make contact with each affected Party as soon as possible.

14 Refusal to Pickup Goods by a Transporter

The Transporter may refuse to pickup Goods presented by a Pickup Contact at the Pickup Address at their sole discretion if the Goods presented by the Pickup Contact to the Transporter at pickup are not of the Item Type and quantity as those entered by the Sender in the Application at the time of making the PUD Booking or contain Excluded Goods as listed in clause 8.2 of this Agreement.

In the event a Transporter elects to refuse to pickup Goods presented by a Pickup Contact at the Pickup Address in accordance with this clause 14, the Transporter must:

- a) advise the Pickup Contact the reason for refusing to pickup the Goods;
- b) take ample and clear photographs of the Goods subject to the pickup refusal in the Application via their Device; and
- c) provide the Sender a reasonable amount of time in the circumstances (with regard to the Transporter's schedule and other commitments) to remove any Excluded Goods in the event a Transporter is refusing pickup of the Goods on grounds that the Goods contain Excluded Goods.

15 Resolution of disputes

15.1 Disputes relating to a PUD Booking

Pursuant to the terms and conditions of this Agreement and as stated elsewhere in this Agreement, the delivery of Goods is not executed by the Company but by the Transporter whom is an independent party.

Any claim relating to the delivery of Goods may only be made against the Transporter and not the Company.

However, the Company as the entity that has put the Transporter in contact with the Sender shall to the extent reasonably possible, participate as mediator in the resolution of disputes that may arise between the Sender and the Transporter which originated during the delivery of Goods initiated via the Application.

16 Access to and availability of Application and Services

16.1 General

The Services are available to any individual and/or entity (as the case may be) who is registered on the Application and approved by the Company as signified by the issuance and holding of an Approved Account.

The Services are exclusively accessible online via the Application.

Notwithstanding any other clause in this Agreement, the Company may suspend access to or otherwise remove from the Application, a User and their Approved Account for any reason whatsoever at the Company's sole discretion.

The Company shall make reasonable commercially viable efforts to make the Application and its Services available 24 hours a day, 7 days a week, save for durations of maintenance operations on required for the Application which may impact availability of or access to the Services. However, the Company makes no guarantees on availability of the Application and/or Services whatsoever.

The Company reserves the right to modify or interrupt all or some of the Services or access to the Application at any time, temporarily or permanently, without prior notification to the Users or any third party without entitlement to compensation.

16.2 No minimum volume or availability

The Company shall make every reasonable effort to put a Sender in contact with an available Transporter who is able to accept a PUD Booking and associated PUD Tasks arising out of or in connection with the PUD Booking. However, without prejudice to any other terms and conditions contained in this Agreement, the Company does not make any guarantees or representations as to:

- the availability to make a PUD Booking on any specific PUD Date or during any specific Pickup Window or Delivery Window;
- the availability of any number of Transporters to review, accept or decline a PUD Booking and any associated PUD Tasks arising out of or in connection with the PUD Booking; or
- the availability of any number of PUD Bookings or associated PUD Tasks arising out of or in connection with a PUD Booking for Transporters to review, accept or decline.

17 Guarantees by User

In accessing the Application, the User represents and warrants that they shall not:

- access and/or use the Application and/or the Services for illegal purposes and/or with the aim of causing harm to any person;
- infringe the rights, notably intellectual property, of the Company and/or third parties;
- use devices, software or similar other than those provided by the Company intended to or that may:
 - a) affect or try to affect the proper operation of the Application and/or the Services; or
 - b) extract, modify or copy all or part of the Application for any purpose whatsoever;
- directly or indirectly market the Services and/or the access to the Services and/or the access to the Application;
- generally use all or part of the Application or Services accessed via the Application in a manner contrary to the terms and conditions of this Agreement;
- use, download, copy, save or similar any data to which the User may have access to via the Application or Services for any purpose which will cause or has potential to cause harm, danger or similar to the Company or any other User or third party;
- limit or try to limit access to or use of the Application and/or the Services by any other User or third party;
- modify or manipulate or attempt to modify or manipulate any element of the Application and/or Services; and
- knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software, hardware or the Application.

In the event the Company becomes aware or suspects any breach of these obligations the Company may suspend the User's Approved Account such that it becomes a Suspended Account in its sole discretion at any time.

18 Limitation of liability of the Company

18.1 Disclaimer

Access to the Application and any Services via the Application are provided "as is" and "as available".

The Company disclaims all representations and warranties express, implied or statutory which are not expressly set out in the terms and conditions of this Agreement including the implied warranties of merchantability and fitness for a particular purpose.

The Company makes no representation, warranty or guarantee regarding the reliability, timeliness, quality, suitability or availability of the Application or any Services requested through the Application or that the Application or any Services will be uninterrupted or error free.

The Company makes no guarantee of the quality, suitability, safety or ability of any particular User and Users agree that the entire risk arising out of their use of the Application and any

Services requested through or obtained as a result of the Application remains solely with the respective User to the maximum extent permitted under the applicable law.

18.2 Limitation of liability

Access to the Application and any Services via the Application are provided “as is” and “as available”.

The Company shall not be liable for indirect, incidental, special, exemplary, punitive or consequential damages including but not limited to lost profits, lost data, personal injury or property damage related to, in connection with or otherwise resulting from any use of the Application or Services even if the Company has been advised of the possibility of such damages.

The Company shall not be liable for any damages, liability or losses arising out of:

- a) the use of or reliance on the Application or Services by a User or the inability of a User to access or use the Application or Services; or
- b) any transaction or relationship between Users even if the Company has been advised of the possibility of such damages.

The Company shall not be liable for any delay or failure in performance resulting from causes beyond the Company’s reasonable control.

The Sender acknowledges that Transporters may not be professionally licenced or permitted to deliver Goods.

In no event shall the Company’s total liability to a User or any third party in connection with the Application or Services for all damages, losses and causes of action exceed two hundred Australian Dollars (\$200.00).

The Company’s Application may be used by a Sender to request the Services but the Sender agrees that the Company has no responsibility or liability to the Sender for any Services provided to the Sender by a Transporter other than expressly set out in the terms and conditions of this Agreement.

The limitations and disclaimer do not purport to limit liability or alter your rights that cannot be excluded under applicable law.

19 Indemnity

The User agrees to indemnify and hold the Company and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities and expenses (including legal costs) arising out of or in connection with:

- a) the use of the Application or Services by the User;
- b) the breach or violation of any of the terms and conditions of this Agreement; or
- c) the violation of the rights of any other User or third party of a User.

20 Force Majeure

No Party will be liable to the other if a Party is prevented, hindered or delayed in or from performing any of its obligations under the terms and conditions of this Agreement by a Force Majeure Event.

The time for performance of such obligations shall be reasonably extended accordingly.

21 Intellectual Property

All intellectual property rights in the Application and Services derived via the Application shall be owned by the Company absolutely and in their entirety.

Intellectual Property Rights include but are not limited to database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same.

All other trademarks, logos, service marks, company or product names contained in the Application and Services are the property of their respective owners. The User acknowledges and agrees that any questions, comments, suggestions, ideas, feedback or other such information provided by the User to the Company is not confidential and shall become the sole property of the Company.

The Company shall own exclusive rights, including all intellectual property rights and shall be entitled to the unrestricted use and dissemination of any questions, comments, suggestions, ideas, feedback or other such information for any purpose, commercial or otherwise, without acknowledgment or compensation to the User.

The Company grants to the User, during the term of this Agreement and subject to compliance with the terms and conditions of this Agreement by the User, a limited, revocable, non-exclusive Company Marks Licence to use the Company Marks solely in connection with using or providing the Services through the Company's Application.

The Company Marks Licence is non-transferable and non-assignable and the User shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted by the Company Marks Licence without the Company's prior written permission, which the Company may grant or withhold in its absolute discretion. The Company Marks may not be used in any manner that is likely to cause confusion or harm to the Company's reputation.

The User acknowledges and agrees that the Company is the owner and licensor of the Company Marks including all goodwill and that use of the Company Marks by the User will confer no additional interest in or ownership of the Company Marks. The Company may request in writing that the User immediately cease any use of the Company Marks that the Company determines to be nonconforming or otherwise unacceptable.

The User agrees that they will not:

- a) create any material that uses the Company Marks or any derivatives of the Marks as a trademark, service mark, trade name or trade dress, other than as expressly approved by the Company in writing;
- b) use the Company Marks in any way that may impair their validity as proprietary trademarks, service marks, trade names or use the Company Marks other than in accordance with the terms and conditions of this Agreement;
- c) take any other action that would jeopardise or impair the Company's rights as owner of the Company Marks or the legality and/or enforceability of the Company Marks including but not limited to challenging or opposing the Company's ownership of the Company Marks;
- d) apply for trademark registration or renewal of trademark registration of any of the Company Marks, any derivative of the Company Marks, any combination of the Company Marks and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the Company Marks; or
- e) use the Company Marks on or in connection with any product or, service or activity that is in violation of any law, statute, government regulation or standard.

Any breach or suspected breach, as determined in the sole discretion of the Company, may result in the immediate termination of the User's Company Marks Licence and may result in the Company suspending access of the User's Approved Account such that it becomes a Suspended Account.

The User acknowledges and agrees that the Company owns all rights, title and interest in and to any materials created by or on behalf of the User which bears the Company Marks (in breach of this Agreement or otherwise) and furthermore, the User agrees to assign any interest or right they may have in such materials to the Company and provide all information and execute any documents as required by the Company to enable the Company to formalise such assignment.

22 Personal Data

The Company shall process any personal data of a User or any third party in accordance with the Company's Privacy Policy, as amended from time to time which is accessible at the Company's website www.transpora.co/privacy.

This Company's Privacy Policy forms part of the terms and conditions of this Agreement and contains obligations with which the Company and the Users must comply with to protect the personal data of the Company, other Users and third parties (such as the Pickup Contact or Recipient).

23 Confidentiality

Each Party shall keep strictly confidential and not disclose to any third party, directly or indirectly, any of the Confidential Information that may have been communicated by or on behalf of another Party hereinafter referred to as the Confidential Information.

Confidential Information includes but is not limited to:

- the first name, surname, address, email address or mobile number of any Pickup Contact related to a PUD Booking;
- the first name, surname, address, email address or mobile number of any Recipient related to a PUD Booking;
- any information that may relate to the Goods delivered including PUD Fee or other such information relating to fees and charges;
- any information irrespective of medium that is disclosed by the Company to the User for or in connection with the use of the Application and Services including but not limited to inventions, technical data, trade secrets, know-how, research, product or service ideas, concepts or plans, software codes and designs, databases, algorithms, developments, patent applications, price lists, pricing methodologies, market share data, marketing plans, licences, business plans, financial forecasts, financial data, budgets processes, formulas, techniques, materials, works, designs, drawings, hardware configuration information, agreements with third parties, lists of or information relating to employees, officers or contractors of the Company, any information relating to the Company's suppliers and customers including those with whom the User may become acquainted with through the Company; and
- any information relating to the existence or content of any dispute under or in connection with the terms and conditions of this Agreement including but not limited to arbitration proceedings, any document or briefs submitted by the parties, correspondence from and to the Resolution Institute, any correspondence from the mediator or arbitrator, any awards issued by the arbitrator unless the disclosure of such Confidential Information is reasonably required to conduct the mediation or arbitration proceedings and the third party agrees unconditionally in writing to be bound by the confidentiality obligations stipulated in this clause 23.

Each Party shall take all necessary steps to comply with this clause 23 and shall impose this confidentiality undertaking on its employees, collaborators, agents, subcontractors and service providers.

The Company may however, where applicable, communicate the Confidential Information as necessary to Users within the context of the Application and execution of any Services arising out of the Application.

If a disclosure of the Confidential Information is required by applicable law or by a competent court or regulatory authority, the Party so requested must, as far as possible, inform the other Party in writing promptly before undertaking any such disclosure and provide its assistance to the other Party, if it so requests, in order to obtain all protective measures. Disclosure of Confidential Information in these circumstances shall not constitute breach of this clause 23.

The provisions of this clause 23 applies throughout the duration of the term and survives termination of this Agreement for so long as legally permissible after the term of the Agreement has ended.

24 Duration, Suspension and Termination

This Agreement is effective from the date the individual (or the company if the applicant is a company) submits their Account Application in accordance with clause 3 of the Terms and Conditions of this Agreement for an undefined duration unless terminated in accordance with the terms and conditions of this Agreement.

This Agreement may be terminated:

- a) by an individual (or company) whom is not yet a User immediately by providing written notice to the Company by emailing hello@transpora.co; and
- b) by a User, upon the User providing at least seven (7) days prior written notice to the Company by emailing hello@transpora.co;

In addition, the Company may terminate this Agreement or indefinitely suspend a User's Approved account immediately in the event that:

- a) the User commits or is suspected of committing a breach of the terms and conditions of this Agreement; or
- b) the Company has the belief that such action is necessary to protect the safety of the Company, another User or third parties.

Clauses 4, 17, 18, 19, 21, 22, 23, 33 34, 46 and the Privacy Policy shall survive any termination or expiration of this Agreement.

25 Novation

The Company may at any time assign, novate, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under the terms and conditions of this Agreement. Any User or third party hereby declares to accept any change of control in the Company and recognises any successor thereto in place of the Company.

A User shall not assign, novate, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the terms and conditions of this Agreement without the prior written consent of the Company which has been signed by a duly authorised representative of the Company. Any breach of the this clause 25 shall entitle the Company to suspend or terminate the User's Approved Account, without prejudice to any damages that the Company may also be entitled to claim in respect of this clause 25.

26 Independence of Parties

Notwithstanding any other term or condition in this Agreement, nothing in this Agreement is intended to, or shall be deemed to, establish any partnership, joint venture, employment or worker relationship between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

Each Party confirms it is acting on its own behalf and not for the benefit of any other person or entity.

The Parties acknowledge and agree that nothing in this Agreement is taken, under any circumstances to establish a hierarchy or any link of subordination between them and confirm that their contractual relationship does not pertain to a salaried activity. The Parties further agree that the Services under this Agreement are provided by the Transporter to the Sender and not by the Transporter to the Company.

The Parties also acknowledge that the terms of this Agreement do not establish any contract between the Sender and the Company for the delivery of Goods (which shall be provided to the Sender solely by the Transporter acting in their own name).

The Transporter shall manage or organise their activity in complete independence and in compliance with the terms and conditions of this Agreement.

This independence is conveyed to the Transporter by:

- the freedom the Transporter holds in:
 - a) the acceptance, rejection or otherwise of any PUD Booking conferred on them via the Application for any reason whatsoever;
 - b) determining on their periods of availability or unavailability to receive a PUD Booking which they indicate in the Application via the on duty or off duty switch; and
 - c) the fact that the Transporter is solely responsible for the execution of the PUD Tasks arising out of or in connection with a PUD Booking for their sole profit or for the profit of third parties and at such frequency and on such scale as they alone decide.

27 Entire Agreement

This Agreement including the Special Conditions and any annexes, constitute the entire agreement between the Parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.

Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

Nothing in this clause 27 shall limit or exclude any liability for fraud.

28 Severance

If any provision or part provision of this Agreement is or becomes invalid, illegal or unenforceable shall be severed to the minimum extent necessary to make it valid, legal and enforceable.

Any modification to or deletion of a provision or part-provision under this clause 28 shall not affect the validity and enforceability of the rest of this Agreement.

29 Headings

Clause or section headings shall not affect the interpretation of the terms and conditions of this Agreement.

30 Third Party Rights

No one other than a Party to this Agreement (and their successors or assigns) shall have any right to enforce any terms and conditions of this Agreement.

31 Waiver

No failure or delay by a party to exercise any right or remedy provided under the terms and conditions of this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

32 Variation

No variation to the terms and conditions of this Agreement is deemed to valid and effective unless it is in writing and signed by the Parties (or their duly authorised representatives).

33 Dispute Resolution

33.1 Notice of dispute

If a dispute arises between the parties in relation to or in connection with this Agreement, a party may notify the other party of the dispute by giving a Notice of Dispute to the other with details of the dispute.

Any Notice of Dispute made by or on behalf of the Company against a User is to be clearly marked as "Notice of Dispute" and emailed to the email address registered on their Approved Account or last held email address in the case of a Suspended Account.

Any Notice of Dispute made by or on behalf of a User against the Company is to be clearly marked as "Notice of Dispute" and emailed to legal@transpora.co.

Any Notice of Dispute made by or on behalf of a User against another User is to be clearly marked as "Notice of Dispute" and emailed to the Company at legal@transpora.co. The Company will then make note of the Notice of dispute and forward the Notice of Dispute to the email address registered on their Approved Account or last held email address in the case of a Suspended Account.

Pursuant to the terms and conditions of this Agreement and as stated elsewhere in this Agreement, the execution of a PUD Booking and any PUD Tasks arising out of or in connection with the PUD Booking is not executed by the Company but by a Transporter whom is an independent party to the Company and as such, any dispute relating to the execution of a PUD Booking or any PUD Tasks arising out of or in connection with a PUD Booking may only be made between the respective Users involved and not the Company.

The Company, as the entity that has put the Users in contact with one another shall, to the extent reasonably possible, participate as the mediator in the resolution of disputes that may arise between the two or more Users in respect of a PUD Booking or PUD Tasks arising out of or in connection with the PUD Booking.

33.2 Representatives to meet

Within seven (7) days after a Notice of Dispute has been given (or such other period that may be agreed between the parties in writing), a duly authorised representative of each party must meet and attempt to resolve the dispute in good faith.

33.3 Arbitration

If the parties are unable to resolve the dispute in good faith in accordance with 33.2 of this Agreement within twenty one (21) days (or other such period may be agreed between the parties in writing), either party may refer the dispute to arbitration.

Any arbitration pursuant to this clause 33.3 shall be conducted in, and in accordance with the laws in force in Victoria, Australia.

Arbitration shall be effected by a single arbitrator, in accordance with the Resolution Institute Arbitration Rules, mutually agreed upon in writing between the parties or, failing agreement, may be nominated by the Chair of the Resolution Institute.

33.4 Court proceedings

No party may initiate court proceedings court except for urgent interlocutory applications. Any such action shall be brought before in a of competent jurisdiction in Victoria, Australia and any court having appellate jurisdiction therefrom.

34 Governing Law

This Agreement and transactions contemplated by this Agreement are governed by the law in force in Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the court of Victoria, Australia and all courts competent to hear appeals from the court of Victoria, Australia in respect of all proceedings arising in connection with this Agreement.

35 Special Conditions Applicable to Transporters

The Special Conditions contained in clauses 35 to 46 of this Agreement apply to Transporters only. These Special Conditions are principally designed to ensure the high standard of the Services provided by Transporters to Senders.

36 Method of Transport

The Method of Transport must comply with all applicable legal requirements, be in good working order, be roadworthy (if applicable), be covered by insurance which at a minimum covers third party property damage. The Transporter shall be solely responsible to ensure such compliance. Transpora may request evidence of such compliance at any time during the term of this Agreement and such evidence must be provided in full by the Transporter within 48 hours (forty eight) of the request for such evidence.

Any and all maintenance operations on the Method of Transport including the supply of fuel or battery charging are the sole responsibility of the Transporter, which is its exclusive owner or user of the Method of Transport and the Company shall not be liable for any compensation or financial contribution in this respect.

The Transporter must only use their registered Method of Transport to undertake PUD Bookings and any PUD Tasks arising out of or in connection with PUD Bookings. If a Transporter wishes to update their Method of Transport, they must inform the Company via an email to hello@transpora.co with details of their Approved Account and new Method of Transport along with any supporting documentation. The Company may request further information and documentation from the Transporter before updating their Method of Transport.

Failure to comply with the requirements of this clause 36 may result in the Transporter's Approved Account being suspended by the Company such that it becomes a Suspended Account.

37 Location Tracking of Transporter

The Transporter acknowledges and agrees that the Company may be able track a Transporter's location in real time when the Transporter has the Application open or running in the background of their Device.

Additionally, the Transporter acknowledges that a Sender, Pickup Contact or the Recipient may be able to track the Transporter's location in real time when the Transporter has the Transporter mobile Application open and are completing PUD Tasks related to a PUD Booking made by the relevant Sender.

38 No Restriction of Trade

Notwithstanding any other clause in this Agreement, a Transporter is free and able to undertake any other such work as they wish (other than through the Application).

39 Liability of the Transporter

The Transporter may become liable for damage, destruction, loss or theft of Goods during the time the Goods are in the Transporter's possession except where the damage, destruction, loss or theft of Goods is due to an act or omission of the Sender or Recipient such as insufficient packaging or a Force Majeure Event.

The Transporter's total liability for damage, destruction, loss or theft of Goods or any consequential loss shall be the lesser of the original value of the Goods or the amount of their repair or reconstitution up to a maximum of two hundred Australian Dollars (\$200.00).

The Transporter shall not be liable for any indirect loss resulting from a PUD Booking or PUD Tasks arising out of or in connection with the PUD Booking or the failure to undertake or cancellation of any PUD Tasks arising out of or in connection with a PUD Booking.

The Transporter shall bear no liability to the Company for failure to carry out the delivery of Goods, as the Transporter's sole responsibility for the Services is to the Sender.

40 Company Service Fee

In exchange for use of the Application and Services by the Transporter, the Transporter agrees to pay the Company (and permit the Company to retain), the Company Service Fee based on the PUD Tasks undertaken arising out of or in connection with a PUD Booking made by the Sender.

The acceptance of PUD Tasks arising out of or in connection with a PUD Booking signifies that the PUD Fee after deducting the Company Service Fee is deemed acceptable to the Transporter for undertaking the PUD Tasks arising out of or in connection with the PUD Booking made by the Sender.

The Company Service Fee is applicable to any PUD Fee paid by the Sender for a PUD Booking other than in the event:

- a) a Sender submits a Cancellation Request for the PUD Booking and PUD Tasks arising out of or in connection with the PUD Booking prior to the Transporter swiping "Start" in the Application via their Device for the Pickup PUD Task in which case the Transporter will not be entitled to the PUD Fee associated with the PUD Tasks arising out of or in connection with the PUD Booking subject to the Cancellation Request by the Sender; or
- b) the Transporter cancels their previous acceptance of PUD Tasks arising out of or in connection with a PUD Booking in accordance with clause 13.2 in which case the Transporter will not be entitled to the PUD Fee associated with the PUD Tasks arising out of or in connection with the PUD Booking for which the Transporter cancels their previous acceptance of PUD Tasks.

41 Return Task

The Transporter acknowledges and agrees that they may be required to undertake a Return Task in any instance where:

- a) the Recipient is not available at the Delivery Address to accept the delivery of Goods and Authority to Leave has not been provided by the Sender; or
- b) the Recipient refuses delivery of Goods for any reason whatsoever.

The Transporter acknowledges and agrees that the compensation for completing the Return Task has been factored into the PUD Fee that the Sender pays the Transporter for completing the PUD Tasks arising out of or in connection with the originating PUD Booking.

In the event a Return Task is required, the Company will contact the Transporter to advise of such requirement and provide the Transporter instructions on the whether the Goods are required to be delivered to a Company Hub Location, Pickup Address or other such address that the Company deems reasonable in the circumstances.

42 Rating of the Transporter

In order to help ensure a high level of confidence in the Services offered via the Application, the Transporter acknowledges that a Pickup Contact, Recipient or the Company (as the case may be) may provide a feedback rating and leave feedback after the conclusion of a PUD Task or Return Task.

A Transporter's average rating will be linked to the respective Transporter's Approved Account and visible to the Company only. The Company is able to share a Transporter's current rating score upon request by the Transporter by sending an email to hello@transpora.co.

The Transporter acknowledges that in order to ensure a high level of confidence in the Services offered via the Application, the Company may determine a minimum average rating that all Transporters must establish and maintain against their Approved Account. The Company will advise of the minimum average rating from time to time.

If a Transporter falls below the minimum average rating, the Company may request the Transporter improve their average rating within a specified time period. If a Transporter is not able to increase their average rating above the minimum average rating required at the time within the specified time period, the Company may elect to suspend the Transporter's Approved Account such that it becomes a Suspended Account for an indefinite time period.

43 Transporter Collection Mandate

The Transporter, always acting as the principal, hereby provides mandate to the Company, acting as its agent, which the Company hereby accepts, to collect in the Transporter's name and on their behalf, via the Company's Third Party Payment Processor, the PUD Fee due for any applicable PUD Booking and any PUD Tasks arising out of or in connection with the respective PUD Booking undertaken by the Transporter for the Sender.

The PUD Fee due from the Sender to the Transporter for the PUD Tasks associated with a valid PUD Booking shall be paid to a separate bank account from which the Company may directly deduct any Company Service Fee applicable to the PUD Booking in accordance with clause 40 of this Agreement.

Any sums due to the Transporter shall be paid directly into the bank account specified by the Transporter against their Approved Account weekly via electronic funds transfer.

The Transporter expressly authorises the Company to withhold, where applicable, the payment of any sums due to them in accordance with the terms and conditions of this Agreement.

The Transporter expressly authorises the Company to deduct from the sums withheld and, if necessary, from the other sums due or paid from the Sender to the Transporter, any sums due to the Company in accordance with the terms and conditions of this Agreement.

44 Transporter Billing Mandate

The Transporter, always acting as the principal, hereby provides mandate to the Company, acting as its agent, which the Company hereby accepts, with respect for the applicable economic and tax rules, the task of preparing the Transporter's invoices.

The Company will prepare, in the Transporter's name and details, all applicable invoices (initial and/or corrective) relating to any applicable PUD Booking and PUD Tasks arising out of or in connection with the PUD Booking made by the Sender, in compliance with all applicable legislation and in accordance with any details provided by the Transporter. The Company shall be responsible for sending invoices to the Senders on behalf of the Transporter.

For the avoidance of doubt, any invoices prepared by the Company and sent to a Sender on behalf of a Transporter shall be taken for all intents and purposes to be the same as if the Transporter had sent the invoice directly to the Sender themselves.

Any invoice prepared by the company will bear the wording "Tax Invoice issued by [name of Transporter and Transporter ABN]"

The Company shall send the Transporter a report indicating:

- The number of PUD Bookings and PUD Tasks undertaken by the Transporter and the corresponding invoices produced by the Company (as the agent, on behalf of the Transporter);
- The total amount of the sums corresponding to the PUD Bookings and associated PUD Tasks arising out of or in connection with the PUD Bookings completed by the Transporter; and
- The amount of Company Service Fees due to the Company.

The Parties agree that the invoices produced in accordance with the terms and conditions of this Agreement do not need to be formally authenticated by the Transporter.

The Transporter shall have a period of seven (7) business days from the date of production of an invoice in the name of the Transporter to contest its contents. In the absence of dispute within this period, the Transporter shall be deemed to have accepted the invoice produced in their name and on their behalf.

In the event of a dispute, the Company shall produce a corrective invoice, if appropriate or take other appropriate action as required in the circumstances.

45 Billing by the Company

The Company will issue the Transporter single weekly invoices for any Company Service Fee and any other fees charged or deducted by the Company in accordance clause 35 of this Agreement.

The Company will send such invoice to the registered email address recorded by the Company against the Transporter's Approved Account.

The Transporter shall have a period of seven (7) business days from the date of production of an invoice by the Company to contest its contents. In the absence of dispute within this period, the Transporter shall be deemed to have accepted the invoice produced by the Company.

In the event of a dispute, the Company shall produce a corrective invoice, if appropriate or take other appropriate action as required in the circumstances.

46 Taxation

The Transporter acknowledges and agrees that they are obliged to fully comply with all tax obligations that arise in respect of them from the applicable laws in relation to providing Services via the Application including, if applicable:

- a) holding valid and current registration for GST;
- b) paying income tax or any other applicable tax; and
- c) fulfilling all tax registration obligations and calculating and remitting all tax liabilities related to the provision of Services as required by any applicable law.

Additionally, it is the Transporter's obligation to provide the Company with all relevant tax information including but not limited to their ABN.

The Company may provide any of the relevant tax information directly to the applicable governmental tax authority on the Transporter's behalf if requested to do so by the applicable governmental agency.

For the avoidance of doubt, the Company is not responsible for any PAYG withholding, superannuation, employee entitlement or remittance of any tax on behalf of the Transporter.

Only Transporters that are carrying on an enterprise for GST purposes are entitled to be Transporters and provide Services. The GST law requires any such Transporter to be registered for GST. For GST purposes, the Transporter declares that they are registered for GST. The Transporter agrees to provide evidence to the Company that they are registered for GST where requested to do so by the Company.

In engaging in the Application and offering to provide the Services, the Transporter warrants that:

- a) they are carrying on an enterprise for GST purposes;

- b) they hold a valid ABN, are registered for GST and have provided the Company with their correct ABN; and
- c) they will immediately notify the Company in writing if they cease to be registered for GST or their ABN details change.