



Jayride Group Limited
Terms and Conditions

Transport Company Agreement

Version 24 Oct 2023

Transport Company Agreement

Important Note

These Terms and Conditions, (which must be read together with the Cover Page and any attached Schedules), apply to and govern the relationship between, Jayride and you, the Transport Company, about the matters set out in this document. In particular, we draw your attention to certain paragraphs of these Terms, which you must consider very carefully as they cover the following important matters:

- Transport Fees will be refundable in full or in part to Travellers (typically when a Booking is not fulfilled due to the fault of the Transport Company or Driver or, where applicable, the class of Vehicle selected by the Traveller is not provided, the Traveller has to wait more than **20 minutes** for the Driver, or where meet and greet is included as part of a Booking, the Driver does not meet and greet the Traveller at the designated meeting place and, in some cases, the Transport Company may also be required to pay the shortfall to Jayride's Agency Fee – see paragraphs **7.1**; and **7.3** and **Appendix 1**;
- The Transport Fee is not refundable in the circumstances set out in **paragraph 7.2** unless the issues described under the heading **Refunds** in Appendix 1 occur;
- Jayride is not responsible for for any injury sustained by a Traveller or for loss or damage to their property and you are required to indemnify Jayride for a loss Jayride may suffer as a result of your or the Driver's wrongful conduct or a material breach by you of the Terms and Conditions – see **paragraphs 11.3(a); 11.4 13.2(l)**;
- Jayride's right to terminate or suspend your access to the Jayride Platform, including where you fail to meet certain key performance metrics – **see paragraph 14.2 (b)**;
- what notices you must send to Jayride and the time periods within which they must be sent to us – **for example see paragraph 6**;
- you having to pay a fee to us if you cancel a Confirmed Booking within certain periods of time -see **paragraph 7.3(a)**;
- the steps you must take to avoid a disagreement when a Traveller, states that your Driver was not present at the agreed Pick-Up Location at the Pick-Up Tim,, that you did not attempt to contact the Traveller or make yourself available to be contacted by the Traveller, resulting in the Booking not being completed – **see paragraphs 6(a), (b), 7.1, 7.2, 11.1(b); Appendix 2**;
- minimum wait times Drivers must adhere to when waiting at a Pick-Up Location for Travellers-- see **definition of Minimum Wait Time**;
- your obligations in respect of your Drivers and Travellers see **paragraph 11**.

The above is for your guidance only. It is your responsibility to review the Agreement carefully and to ensure you understand all your rights and obligations under it.

Background

- A. Jayride is the owner or authorised user of the IP Rights (including all data) subsisting or comprised within the Platform, which allows end users, consumers or other intermediaries within the travel industry to make Bookings with certain Transport Companies selected by them.
- B. The Transport Company, whose particulars appear in Item 1(b) of the Cover Page, provides, or arranges ground transport services. Jayride does not provide transportation services and is not a transportation carrier.
- C. The Transport Company wishes to appoint Jayride as its non-exclusive agent to display on Jayride's Platform, offers of Transport Services that may be Booked by Travellers.

1. Definitions and Interpretation

1.1. Definitions

At Travel Time means the period beginning immediately after the end of the Before Travel Time and ending 24 hours after the Pick-Up Time.

At Travel Notice means a written notice which the Transport Company must, under paragraph 6, send to Jayride during the At Travel Time.

Before Travel Time means the period beginning after a Booking is made, and ending before the beginning of the Minimum Booking Notice Time.

Booking means a single reservation for Transport Services (which includes payment for the reservation) made with the Transport Company, either directly or indirectly, via the Platform.

Booking Metric means where the number of Confirmed Bookings of a Transport Company that are successfully completed by the Transport Company during (i) any period of two (2) consecutive weeks is less than 98% of the total number of Confirmed Bookings of that Transport Company during that same period; or (ii) any one week, is less than 15.

Business Day means the period between 9.00 am and 5.00 pm on a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in New South Wales, Australia.

Commencement Date means the date when the Transport Company signs the Cover Page.

Confidential Information of a party means all information relating to that party and its personal, financial or business affairs, regardless of whether it is disclosed before or after the Commencement Date and whether or not it is marked "Confidential".

Without limiting this, Confidential Information includes intellectual property, trade secrets, customer, supplier or member lists, tools, prototypes, specifications, the product of any research, data, software, databases, source codes, technology, artwork, systems, methodologies, know-how, manuals, business plans, operating procedures and all financial, accounting, marketing, personnel and technical information, used by the party or relating to it or its transactions and affairs, or both.

Confirmed Booking has the meaning set out in paragraph 5(a) of these T&Cs.

Cover Page means the front page of this Document, to which these Terms and Conditions are attached.

Driver means the person responsible for operating the Vehicle that is used to service or complete a Confirmed Booking.

Document means these Terms and Conditions, the Cover Page and any schedules or other documents attached hereto.

Escalation Notice Period means the period beginning:

- a. 48 hours after the time when a Booking is made; and
- b. before the Minimum Booking Notice Time, whichever occurs first.

Failed No Fault Booking is where a Confirmed Booking is not successfully serviced, fulfilled, or completed for any reason (including a No Show) that is not due to the fault, negligence or error of the Transport Company, its Transport Company Personnel (including the Driver), who have acted reasonably in the circumstances.

Intermediary means an organisation or entity that operates in the travel or hospitality industry that has an arrangement with Jayride whereby the Intermediary:

- a. refers or directs to the Platform Travellers who make Bookings via the Platform; or
- b. procures Bookings via the Platform for or on behalf of those Travellers.

IP Rights means all intellectual property rights, including patents, innovation patents, copyright, registered or unregistered trademarks, trade names, brand names, domain names, trade secrets, know-how and confidential technical and product information subsisting in the Platform.

Jayride or **we** or **us** means Jayride Group Limited ACN 155 285 528 further details of which are set out in item 1(a) of the Cover Page.

Jayride Agency Fee means, where applicable, the percentage (shown in item 3 of the Cover Page) of the Transport Company's Standard Rates.

Journey means the pick-up and destination addresses specified in a Booking, from and to which a Traveller is to be transported by or on behalf of the Transport Company.

Minimum Booking Notice Time means the minimum amount of time (shown in item 2 of the Cover Page) that the Transport Company will be notified of Bookings before the Pick-Up Time.

Minimum Wait Time means in the case of a Pick Up Location that is at a hotel or the domestic terminal of an airport, not less than 45 minutes after the Pick-Up Time, and in the case of a Pick Up Location that is at the international terminal of an airport, not less than 60 minutes after the Pick Up Time.

No Show is where:

- a. the Driver is at the Pick-Up Location at the Pick-Up Time and remains there until the expiry of the Minimum Wait Time; and
- b. the Traveller is not at the Pick-Up Location at the Pick-Up Time or at any time until the expiry of the Minimum Wait Time (or such longer wait time period that the Transport Company agrees with the Traveller); and
- c. the Traveller has not contacted the Transport Company (or demonstrated to Jayride's reasonable satisfaction that it attempted, without success, to contact the Transport Company using the contact details of the Transport Company provided to the Traveller), not more than 24 hours before the Pick-Up Time to advise the Transport Company of any delays.

Notice means a written notice given to Jayride by the Transport Company before the Escalation Notice Period in which the Transport Company notifies Jayride of any incorrect particulars contained in a Confirmed Booking.

Payment Date means the date when Jayride processes payments contained in a Transport Statement, which will be within 25 days after the first day of each month.

Partners means persons, including travel agencies, who Use the Platform or direct or permit the direction of Users (including Travellers) to the Platform to make Bookings.

Personal Information has the meaning under the privacy laws of all the jurisdictions whose privacy laws may be relevant to this Document and includes information or an opinion however stored, whether recorded in a material form or not, whether true or not true, about an individual making a Booking via the Platform.

Pick-Up Location means the location at which the Traveller is to meet the Driver at the Pick-Up Time in order to start the Journey (as specified in the Confirmed Booking).

Pick-Up Time means the time on the Travel Date specified in the Booking, when the Transport Company must ensure that the Driver picks up the Traveller to commence the Journey.

Platform means the transport booking online platform of Jayride (whether available at jayride.com or any other site, or in or through any other medium) and includes, incorporates or contains any data (including any associated software or information, whether in human or machine-readable format) inputted by Jayride and which is used so that Travellers or others may make Bookings.

Ride Tracker means the electronic job sheet that is sent by Jayride to the Transport Company for each Confirmed Booking and which the Driver must complete contemporaneously with, or at, each of the following stages of a Journey, as part of the Transport Service:

- a. Driver on way to Pick- Up Location;
- b. Driver arrives at Pick-Up Location;
- c. Traveller identified/picked up by Driver; and
- d. Traveller transported to drop off location; or
- e. Traveller is a No-Show.

Sub-standard Approval Rating Metric means where the average approval or satisfaction rating Jayride receives from Travellers, directly or through its Partners, concerning the Traveller's experience of a Confirmed Booking with a Driver or Transport Company, during any two (2) consecutive week period , is between 4.6 and 4.3.

Significant Sub-standard Approval Rating Metric means where the average approval or satisfaction rating Jayride receives from Travellers, directly or through its Partners concerning the Traveller's experience of a Confirmed Booking with a Driver or Transport Company during any two (2) consecutive week period, is less than 3.0.

Special Criteria means (where applicable) a Booking where the Transport Company offers any of the criteria listed in Appendix 1 as part of the Booking.

Selected Criteria means the Special Criteria selected by the Traveller as part of a Booking that includes, as part of the offering, Special Criteria..

T&Cs or Terms and Conditions means these Terms & Conditions.

Term has the meaning set out in paragraph 14.1 of this Document.

Territory means (unless Jayride notifies the Transport Company otherwise in writing) worldwide.

Transport Company or You or Your means the person whose name appears in item 1(b) of the Cover Page.

Transport Fee means the fee (Transport Company Rate) (excluding the Jayride Agency Fee) payable to the Transport Company for completing each Transport Service.

Transport Company Information means all information concerning the Transport Company, the Transport Company Personnel and any other information that is relevant to making and servicing a Booking with the Transport Company via the Platform. Such information must include up-to-date business and after business hours contact details, Transport Company Rates, block out dates and areas of coverage.

Transport Company Personnel means all persons employed, contracted, hired or otherwise engaged or directed (whether directly or indirectly) by the Transport Company (including the Driver) to provide the Transport Services) for a Booking.

Transport Company Rates means the standard rates of the Transport Company provided to Jayride and exhibited on the Platform, for a Booking.

Transport Services means the transport services provided or to be provided by or on behalf of the Transport Company or the Transport Company Personnel to a Traveller in respect of a Confirmed Booking.

Transport Statement means a statement sent by Jayride to the Transport Company showing all Transport Services performed and the Transport Company Rates charged by the Transport Company during the period covered by that statement.

Traveller means the person (who may also be the User), to whom Transport Services are to be provided in connection with a Confirmed Booking.

Travel Date means the day on which the Pick-up Time falls.

Travel Time means the time on the Travel Date specified in the Booking, when the Transport Company must ensure that the Traveller is picked up to commence the Journey.

Use means (as the context requires) to access, input information on and/or operate the Platform and the term User is construed accordingly.

Vehicle means the vehicle owned, operated, or used by the Transport Company or the Transport Company Personnel to service a Booking.

1.2. Interpretation

- a. Unless the context otherwise requires, a reference to:
 - i. this Document includes any schedules and annexures and the cover page;
 - ii. \$, dollar or A\$ is a reference to Australian currency;
 - iii. a person (including a party to a Document) includes their executors, administrators, successors, permitted assigns (including persons taking by novation) and, in the case of a trustee, includes an additional trustee;
 - iv. person includes any entity, such as an individual, a partnership, a body corporate, an unincorporated association, an agency or an authority;
 - v. the singular includes the plural and vice versa; and
 - vi. a word denoting a particular gender includes the other genders.
- b. Headings are for ease of reference and do not affect the interpretation of this Document.
- c. A rule of construction that would otherwise disadvantage a party because the party was responsible for the preparation of this Document, does not apply.
- d. All references to a Travel Date and a Pick-up Time shall be to the date and time, at the place, where the pick-up of the Traveller is to take place.

2. Agency

2.1. Appointment of Agent

- a. Subject to the terms and conditions of this Document, with effect from the Commencement Date, and during the Term, Jayride will allow the Transport Company's Transport Company Information to be accessed on the Platform and to receive and accept Bookings via the Platform, and for this purpose, Jayride will be the non-exclusive agent of the Transport Company, but without Jayride having any fiduciary duties to the Transport Company.
- b. Except where set out in this Document, neither party has any right to act on behalf of or bind the other party in contract or otherwise, and no relationship of employment, trust or partnership between the parties is created under this Document or otherwise.

3. Proprietary Rights of Platform

- a. The Transport Company recognises that ownership of all IP Rights subsisting in the Platform (including all data) is and will remain with Jayride.
- b. Only Jayride may assign or grant a licence of all or part of its rights, title or interest in the Platform and the data to any third party. Jayride will give notice of any assignment to the Transport Company.

4. Transport Company Information

4.1. Use of the Transport Company Information

- a. The Transport Company agrees that Jayride may use, disclose and make accessible on the Platform all Transport Company Information. The Transport Company must ensure that all Transport Company Information is provided to Jayride and that it remains correct and up to date.
- b. The Transport Company also agrees that Jayride may share and disclose Transport Company Information with third parties, including with any Partners for the purpose of Bookings.

4.2. Changes to the Transport Company Information

- a. The Transport Company must give written notice to Jayride of any changes to the Transport Company Information as well as any changes to information previously provided to Jayride, including contact details, changes to areas of coverage, block out dates and Transport Company Rates. These changes must be notified to Jayride in writing as soon as possible and, except for changes to contact details, which are effective immediately, they will not become effective until seven (7) Business Days after the notification is received by Jayride.

For clarity, no changes to Transport Company Rates will be effective until seven (7) Business Days after Jayride has received written notice of the changes from the Transport Company, and the Transport Company must honour, fulfil and complete all Confirmed Bookings made before the expiry of the seven (7) Business Day period at the Transport Company Rates that applied before the changes take effect. Although Jayride will generally acknowledge receipt of the changes notified by you within 48 hours after receiving the notice from you, if you do not receive a confirmation of receipt from Jayride, you must follow up with Jayride.

- b. If a Transport Company gives a notice to Jayride under paragraph 4.2(a), the notice does not affect any Bookings which are Confirmed Bookings (as defined in paragraph 5(a)) and the Transport Company must ensure that the Transport Services for Bookings that became Confirmed Bookings before the expiry of the (7) Business Day period referred to in clause 4.2(a), are performed, honoured and completed on the terms set out in the Confirmed Booking and this Document.

5. Before Travel Time

- a. A Booking made before the Minimum Booking Notice Time, is except where this Document states otherwise, deemed accepted and confirmed by the Transport Company (on the terms set out in the Booking) when the Booking is made (**Confirmed Booking**) and it must be fulfilled by the Transport Company. The Transport Company agrees that, except where this Document states otherwise, a Confirmed Booking must be performed, serviced and completed strictly in accordance with its terms, including the Selected Criteria, at the Pick-up Time and at the Pick-up Location, set out in the Confirmed Booking.
- b. If there is any reason that the Transport Company may not, or cannot, fulfil or complete the Confirmed Booking or meet any special requests notified to the Transport Company (including the Selected Criteria) at the time the Booking is made, the Transport Company must, immediately on receiving notice of the Booking, notify Jayride in writing.
- c. The Transport Company may correct particulars in a Confirmed Booking if the particulars are incorrect and a notice of correction is given before the Escalation Notice Period. Information is incorrect only to the extent it is different to any

Transport Company Information previously given to Jayride by the Transport Company.

- d. If no notice of correction is given to Jayride before the Escalation Notice Period, or if the notice is given after the Escalation Notice Period, the Confirmed Booking must be performed and fulfilled on the terms set out in the Confirmed Booking (at the time it was made) and this Document.
- e. If a notice of correction is given to Jayride before the Escalation Notice Period, then Jayride will make the correction to the Confirmed Booking unless Jayride shows the Transport Company that it did not previously give Jayride the correct information.
- f. The Transport Company must provide the Traveller during the Before Travel Time with all information that is relevant and necessary for the Traveller to meet the Driver at the Pick-Up Location so that the Journey can commence at the Pick-Up Location at the Pick-Up Time.

6. At Travel Time

- a. During the At Travel Time, the Transport Company must be always contactable by the Traveller during both its normal and after business hours, on the contact details it has provided to the Traveller.
- b. If a Confirmed Booking has not been successfully serviced, fulfilled or completed for any reason (including because of a No Show), the Transport Company must send an At Travel Notice to Jayride (i) as soon as possible after the Pick-up Time; but (ii) not later than 24 hours after the Pick-Up Time.
- c. The **At Travel Notice** must include full and correct information explaining the reasons for the Booking not having been fulfilled or completed and the Transport Company must promptly respond to any questions raised by Jayride.
- d. Without limiting the above, the Transport Company must notify Jayride immediately upon becoming aware of any incident involving the Traveller during the **At Travel Time**, where the incident includes the death or injury of the Traveller; loss or damage to property of the Traveller; an accident involving the Vehicle or any similar or serious event affecting the Journey and the Traveller.

7. Refunds and payment of Agency Fee, Cancellations etc.,

7.1. Refund of Agency Fee

Where:

- a. a Confirmed Booking is not honoured, serviced or completed for any reason, (excluding because of a **No Show**, or the Booking is otherwise a Failed No Fault Booking) and:
 - i. an At Travel Notice has not been given, under paragraph 6(b); or
 - ii. an At Travel Notice has been given to Jayride, but Jayride is satisfied on reasonable grounds that the reason the Confirmed Booking was not honoured, serviced or completed is due to the fault, negligence, or error of the Transport Company or its Transport Company Personnel; or

- b. the Transport Company is otherwise in breach of a material provision of this Document, which results in a Confirmed Booking not being serviced or completed, then the Transport Company acknowledges that Jayride is entitled to refund all or part of the Transport Fee to the Traveller or Partner (as the case may be) and that it will forfeit its right to receive payment of the Transport Fee for that Booking, to the extent of the refund, and (where applicable) Jayride may require payment by the Transport Company to it of the Jayride Agency Fee (or the amount of the Agency Fee that is reduced because of the partial refund) , or to deduct an amount representing the reduction of the Jayride Agency Fee, from any amount that is otherwise payable to the Transport Company under this Document, in respect of that Booking.

For clarity, demonstrating that the failure to complete a Confirmed Booking is not due to the fault, negligence or error of the Transport Company is the responsibility of the Transport Company or the Driver, and will include the Transport Company or Driver (as the case may be) taking all reasonable steps, including the steps listed in **Part 1 of Appendix 2** to contact or locate the Traveller at the Pick-Up Location at the Pick-Up Time, and complying with the steps set out in **Part 2 of Appendix 2**.

7.2. No Shows

Where a Confirmed Booking is not honoured, serviced, or completed **because of a No Show**, then provided the Transport Company or the Transport Company Personnel has demonstrated to Jayride's reasonable satisfaction that it has, in good faith, taken all relevant and applicable steps set out in **Appendix 2**, the Transport Fee will not be forfeited by the Transport Company.

7.3. Cancellations

- a. Ignoring anything else to the contrary in this Document, if a Confirmed Booking is cancelled by the Transport Company or any person on the Transport Company's behalf (including by the Driver), then without affecting any other terms of this Document relating to refunds or the failure to comply with the terms of this Document, Jayride is permitted to charge the Transport Company the equivalent of:
 - i. a fee of US\$10.00 (including GST, if applicable) where the cancellation is notified in writing by or on behalf of Transport Company to Jayride **before** or during the Before Travel Time; or
 - ii. a fee of US\$20.00 (including GST, if applicable) where the cancellation is notified in writing by or on behalf of the Transport Company to Jayride at any time **after** the At Travel Time.
- b. If the above fee is charged, Jayride is expressly authorised by the Transport Company to deduct the fee from any amount that is otherwise payable to the Transport Company under this Document. This fee is to compensate Jayride for the administrative arrangements it will need to undertake to deal with the cancellation and is not intended to operate as a penalty.
- c. If a Transport Company receives notice from, or on behalf of, a Traveller (other than Jayride) that a Booking is cancelled, the Transport Company must notify Jayride of this in writing (i) not more than 24 hours after the notice of cancellation is received by the Transport Company; or (ii) if the notice is received within 24 hours of the Pick-Up Time, immediately, but in any case, before the Pick-Up Time. -up
- d. If a Booking is cancelled by or on behalf of a Traveller less than 24 hours before the Pick-up Time, then except where this Document states otherwise or Jayride and the Transport Company have agreed in writing to a different arrangement, the Transport Company will be entitled to be paid for that Booking.

7.4. Chargebacks

If payment for a Booking is made by credit or debit card, and the payment is subsequently reversed by the card issuing company, neither Jayride nor the Transport Company will receive payment for the Booking but if payment has already been made to the Transport Company, Jayride will investigate the matter with the Transport Company and, provided the Transport Company provides evidence to Jayride that the Booking to which the chargeback relates was successfully performed, the Transport Company is entitled to its Transport Fee for that Booking and if the Booking was not performed, Jayride is entitled and authorised to deduct the payment from any amount that is otherwise payable to the Transport Company under this Document.

8. Pricing

- a. The Transport Company must send to Jayride a list of Transport Company Rates so that the correct and up-to-date Transport Company Rates (**inclusive of the Jayride Agency Fee** and other charges referred to in paragraph (c) below) will be disclosed at the time when any User (including the Traveller) accesses the Platform and inputs his or her Booking details, when making a Booking. Subject to paragraph 4.2 (a) above, the Transport Company Rates will be those rates that will be published on the Platform from time to time.
- b. Unless expressly stated otherwise, when a Booking is made, every Booking is made for the cheapest Transport Service which meets the requirements of the relevant User as set out in the Booking.
- c. Unless expressly agreed otherwise, for every Booking, the Transport Company Rates are deemed to include all related costs, including the following items:
 - i. all expected toll charges and fees;
 - ii. all taxes, including but not limited to, general sales or value added taxes (if applicable);
 - iii. one carry-on and one check-in luggage item per passenger; and
 - iv. any other relevant expenses for providing the Transport Services.

9. Invoicing and payment

- a. Jayride will provide a Transport Statement to the Transport Company on the first Business Day after the end of the period referred to in Item 5 of the Cover Page.
- b. The Transport Statement will include details of all Confirmed Bookings that were successfully serviced and completed during the period covered by the Transport Statement and the Transport Fee for those Confirmed Bookings that have been successfully completed.
- c. Jayride will process payment of the Transport Fee at the Transport Company Rates (less the Jayride Agency Fee, where applicable) on the Payment Date.

10. Traveller Reviews

- a. The Transport Company acknowledges and accepts that persons who Use the Platform, including Travellers, may post reviews on the Platform about their experience when making a Booking and/ or using the Transport Services.

- b. The Transport Company further acknowledges and agrees (and it will ensure that its Transport Company Personnel, including the Driver, agree) that, to the extent permitted by applicable law, none of Jayride, its officers, employees or agents assumes any responsibility or liability for the content of such reviews or posts. However, the Transport Company may request in writing (giving reasons) that Jayride removes any post that refers to the Transport Company or the Transport Company Personnel the Transport Company considers to be inappropriate and Jayride will consider the request.

11. Transport Company obligations and Indemnities

11.1. Transport Company Personnel

- a. The Transport Company must ensure that all Transport Company Personnel, including all Drivers:
 - i. have the necessary approvals and licences, including but not limited to drivers' licences, heavy vehicle drivers' licences and multi-passenger drivers' licences (if required under applicable law), to perform the Transport Services in the jurisdictions in which the Transport Services are to be performed;
 - ii. are not suspended from using or holding any of the licences referred to in paragraph (i) above;
 - iii. will not engage in reckless behaviour while driving, drive unsafely, operate a Vehicle that is unsafe to drive, permit an unauthorised third party to accompany the Driver in the Vehicle while providing the Transport Service, provide the Transport Service while under the influence of alcohol or drugs, or take action that harms or threatens to harm the safety of anyone;
 - iv. have the necessary experience, expertise, skills and physical and mental ability to perform the Transport Services;
 - v. work under conditions that ensure the health and safety of Drivers and other persons, including Travellers, while they are engaged in providing the Transport Services;
 - vi. are notified of all risks to the health and safety to Drivers and to Travellers in general, and to the extent reasonably practicable, ensure that those risks are eliminated or mitigated;
 - vii. have not been convicted of any criminal offence other than an offence for which a fine or non-custodial penalty is imposed;

- viii. agree that Jayride may obtain information about the Transport Company Personnel, including their criminal and driving records, and that they will agree to provide any further necessary authorisations to facilitate our access to such records for so long as they remain the Transport Company's Transport Personnel;
 - ix. are otherwise not precluded in any way from performing the Transport Services; and
 - x. behave in a courteous and respectful manner to the Travellers.
- b. The Transport Company also agrees to ensure that in respect of each Confirmed Booking, the Driver will utilise and complete the Ride Tracker.

11.2. Insurance

- a. The Transport Company must take out and always maintain with a reputable insurer:
- i. a valid and enforceable public liability insurance policy (or the most appropriate equivalent in the jurisdiction in which the Transport Services are provided) covering claims in respect of damage to any real or personal property and injury to or death of any person);
 - ii. a valid and enforceable insurance policy to adequately insure the Vehicles used to perform the Transport Services as well as the Travellers; and
 - iii. any other insurance policies, including but not limited to, workers' compensation and other insurance required by applicable law.
- b. If Jayride requests, the Transport Company must provide Jayride with copies of the insurance policies outlined in paragraph 11.2 (a) above and/or evidence that such insurance policies are current and in force.

11.3. Transport Company responsibilities

- a. To the maximum extent permitted by applicable law, and because Jayride is the agent of the Transport Company, (without owing fiduciary duties to the Transport Company), and does not itself provide transport services, the Transport Company acknowledges and agrees that Jayride will not be liable or responsible to the Transport Company, its agents, employees, contractors or representatives or any customer of the Transport Company, for any loss, damage, injury, cost, expense, liability or claim caused by, contributed to by, or otherwise connected to:
- i. the provision or performance of the Transport Services other than payment of the Transport Fee (less the Jayride Agency Fees) when due and payable;
 - ii. an act or thing done or omitted to be done by the Transport Company or any of the Transport Company Personnel in connection with the provision of the Transport Services;

- iii. any act or thing associated with any Vehicle used to perform the Transport Services; and
 - iv. the injury, death or loss or damage to property of any Traveller in the performance by the Transport Company of the Transport Services.
- b. Despite anything to the contrary, Jayride is also not liable for any indirect, special or consequential loss or damage of any kind (including, without limitation, loss of profits, anticipated savings or business).
- c. Save only to the extent set out in this Document, the Transport Company acknowledges that Jayride does not, and will not, direct or control generally or specifically the performance under this Document of the provision by you or your Transport Company Personnel (including the Drivers) of the Transport Services, or your acts or omissions or your operation and maintenance of any Vehicles used to provide the Transport Services.

11.4. Transport Company indemnity

The Transport Company agrees to indemnify Jayride and save Jayride harmless from any loss, damage, injury, cost, expense, liability or claim caused by, contributed to by, or otherwise connected to any matter outlined in paragraph 11.3 above, including a material breach by the Transport Company, its employees, agents (other than Jayride) and/or subcontractors of the warranties given by the Transport Company contained in this Document.

11.5. Transport Company warranties

- a. The Transport Company warrants that:
- i. it has the authority to enter into this Document and to perform its obligations under this Document;
 - ii. it will comply with the terms of this Document;
 - iii. it knows of no reason why it or any of the Transport Company Personnel should not provide the Transport Services;
 - iv. all Vehicles used for the Transport Services will be in good working order and repair, safe and free from any material defects and be regularly and properly maintained so that that they meet the requirements of any applicable law; and
 - v. it conducts all reasonable inquiries regarding its Transport Company Personnel, including Drivers, and their suitability to provide the Transport Services.

12. Confidentiality

12.1. General Obligations of Confidentiality

Each party agrees to keep confidential and not use the Confidential Information provided to it (**Receiving Party**) by or on behalf of the other party (**Disclosing Party**) for any purpose other than a purpose required or contemplated by this Document. The Receiving Party must not disclose the Disclosing Party's Confidential Information to any person except in any of the following circumstances:

- a. the prior written permission of the Disclosing Party has been obtained and the Receiving Party has fully observed any conditions or limitations required as part of that grant of permission;
- b. the Disclosing Party discloses the Confidential Information on a 'need to know' basis to officers employees, agents, contractors, and advisers engaged by the Receiving Party in good faith, and who have agreed to obligations in relation to that Confidential Information that are the same as the obligations of the Receiving Party;
- c. subject to complying with paragraph 12.3, the disclosure is required according to law or by any regulatory authority to whose jurisdiction the Disclosing Party is subject;
- d. disclosure is necessary where a party is seeking to enforce its rights under this Document.

12.2. Security

The Receiving Party must keep all Confidential Information in a secure manner to protect the Confidential Information from being accessed by unauthorised persons.

12.3. Procedure for Disclosure to Third Parties

- a. If the Receiving Party is required to disclose Confidential Information pursuant to paragraph 12.1(c), the Receiving Party must immediately on having notice of the requirement to disclose, give notice to the Disclosing Party, unless to do so would be contrary to applicable law.
- b. The Disclosing Party may, at its cost, obtain legal advice as to the extent to which the Receiving Party must disclose any of the Confidential Information, and any steps that the Receiving Party may take to limit disclosure or protect the confidentiality of the Confidential Information.
- c. The Disclosing Party may provide a copy of that legal advice to the Receiving Party.

12.4. Return of Confidential Information

On written demand by the Disclosing Party, the Receiving Party must, within a reasonable time, do each of the following:

- a. return to the Disclosing Party all original documents and other materials relating to Confidential Information in the Receiving Party's possession; and
- b. destroy all copies of any materials containing Confidential Information in the Receiving Party's possession or control.

13. Privacy

13.1. Compliance generally

- a. The Transport Company must comply with all laws relevant to the collection, holding, use, disclosure or any other management of Personal Information, including publishing a privacy policy and not making any use or disclosure of personal information for marketing purposes without legally required opt-ins and consents from the individuals to whom the Personal Information relates;
- b. The Transport Company must not by any act or omission cause Jayride (or any other person) to be in breach of any applicable data privacy or protection laws.
- c. The Transport Company agrees to use its reasonable efforts to assist Jayride to comply with its obligations under any applicable data privacy or protection laws insofar as they relate to Personal Information disclosed to the Transport Company by or on behalf of Jayride in connection with the Transport Services.
- d. Both parties agree that, in relation to Personal Information received by the Transport Company from or on behalf of Jayride, the parties are controllers (as defined in applicable data protection laws) but they do not jointly determine the purposes and means of processing that Personal Information with each other.
- e. Both parties also agree that it is necessary for Jayride to share Personal Information with the Transport Company in order for the parties to perform their respective obligations under this Document in the interests of Travellers.

13.2. Further Specific Transport Company Obligations

In relation to any Personal Information disclosed to the Transport Company by or on behalf of Jayride, the Transport Company acknowledges and agrees to do each of the following:

- a. unless otherwise agreed by Jayride in writing, the Transport Company must not use that Personal Information for any purpose other than fulfilling a Booking, and where

the Personal Information was disclosed to the Transport Company for a specific Booking, the purpose is further limited to that specific Booking only;

- b. not disclose, store, transfer or handle the information except as required or permitted under this Document and in accordance with any applicable law;
- c. take all reasonable steps to ensure that the information is protected from misuse or loss, and from unauthorised access, modification, or disclosure, including implementing and maintaining appropriate technical and organisational measures in relation to the Personal Information as required by applicable law;
- d. implement procedures so that any third party it authorises to have access to the Personal Information will respect and maintain the confidentiality and security of the Personal Information in an equivalent manner to the confidentiality and security obligations on the Transport Company under this Document. The Transport Company must ensure that any person acting under its authority processes the Personal Information only on instructions from the Transport Company (except to the extent prohibited by applicable law);
- e. not transfer the Personal Information to any country outside the country where it is established or to any international organisation without Jayride's prior written consent and, in any case, unless the transfer is effected by way of legally enforceable mechanisms for transfers of Personal Information as may be permitted by applicable law from time to time;
- f. in the event of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Personal Information:
 - i. notify Jayride without undue delay (and in any event within 12 hours of becoming aware of the breach);
 - ii. provide Jayride without undue delay (and in any event within 24 hours of becoming aware of the breach) with details of the breach including the nature of the breach, any measures taken in response into it, the likely consequences, and any other information that Jayride reasonably requests;
 - iii. do all such things as reasonably necessary to assist Jayride in mitigating the effects of the breach;
- g. promptly (and in any event within 48 hours) notify Jayride if it receives any communication in relation to Jayride's processing of any Personal Information and provide Jayride with a copy of the communication;
- h. provide Jayride with any information or documentation Jayride reasonably requests to demonstrate the Transport Company's compliance with this paragraph 13;
- i. at Jayride's option, take all reasonable steps to destroy, return or permanently de-identify information that is no longer needed for the purposes permitted under this Document;

- j. ensure that access to Personal Information is limited to those of its employees and contractors who are required to access that information for the purposes permitted under this Document;
- k. to the extent that any Personal Information is passed to Transport Company Personnel, ensure that the Transport Company Personnel complies with the terms of this paragraph 13 as if it were a party to this Document;
- l. indemnify Jayride and save Jayride harmless from any loss, damage, injury, cost, expense, liability or claim caused by, contributed to by, or otherwise connected to any breach by the Transport Company of the provisions of this paragraph 13.

13.3. Jayride's privacy policy

Jayride will notify the Transport Company of changes made from time to time to its published privacy policy and the Transport Company must not knowingly do anything which is likely to result in a claim that Jayride has acted contrary to such policy.

13.4. Transport Company's Personal Information

In respect of any Personal Information disclosed by the Transport Company to Jayride, the Transport Company consents to Jayride making use and disclosures of such Personal Information in connection with actual or potential future Bookings and otherwise as referred to in Jayride's published privacy policy from time to time. In addition, when a Booking is made, Jayride will share with the Traveller who made the Booking, the driver's name and contact details and the Transport Company confirms that Jayride has the authority of the Driver to do so.

14. Termination

14.1. Reciprocal Termination

- a. This Document will, unless otherwise terminated as provided in this paragraph 14, commence on the Commencement Date, and will continue unless terminated by either party on not less than 30 day's written notice.

14.2. Non Reciprocal Termination and Suspension

- a. Jayride may, without prejudice to its other rights under this Document, terminate this Document by giving the Transport Company not less than 14 day's written notice if Jayride determines in its reasonable opinion that the Transport Company has breached a material term of this Document and the breach, if it is remedial, has not been remedied to the reasonable satisfaction of Jayride within 7 days of Jayride notifying the Transport Company of the breach.

- b. Without limiting Jayride's rights under this clause 14.2(a) and (b), the Transport Company acknowledges that Jayride is entitled to suspend the Transport Company's right to receive and accept Bookings via the Platform if the Transport Company's standard of performance does not meet or exceed the:
- i. Booking Metric; or
 - ii. Sub-standard Approval Rating Metric; or
 - iii. Significant Sub-standard Approval Rating Metric,
- and in the case of (iii), Jayride shall also be entitled, without penalty, to procure the allocation of all Bookings with the Transport Company that are still to be performed after it has failed to meet that metric, to another Transport Company.
- c. The period of suspension will continue until the Transport Company provides Jayride with evidence to its reasonable satisfaction that the Transport Company has identified the reasons for the failure by the Transport Company to meet the applicable metrics referred to in clause 14.2(b) and that it has put in place appropriate safeguards that will ensure that the causes identified for those failings will not occur again. The Transport Company acknowledges that the failure to meet any of the metrics referred to in clause 14.2 (b) can cause significant reputational harm to Jayride and its business, and the suspension of a Transport Company's access to Bookings through the Platform is a reasonable measure to protect the goodwill and reputation of Jayride. The suspension will not affect any payments due and payable to the Transport Company for Confirmed Bookings that have been successfully completed by the Transport Company in accordance with the terms of this Document before and after the end of the suspension period.

14.3. Consequences on termination

On termination of this Document:

- a. all licences or permissions granted by Jayride under this Document immediately terminate and Jayride may, without any liability, remove all references to the Transport Company from the Platform, including cease to act as the agent of the Transport Company in connection with Bookings;
- b. unless Jayride requires otherwise, all Bookings that are Confirmed Bookings at the date of termination must still be honoured and serviced by the Transport Company under the relevant terms of this Document;
- c. subject to the terms of this Document (including paragraph 9), the Transport Company will still be entitled to receive payment for all Confirmed Bookings properly serviced and fulfilled by the Transport Company;
- d. nothing will affect any accrued rights or liabilities of either party, nor will termination of this Document affect any provisions of this Document which is expressly or by implication intended to continue in force after such termination.

15. Notices

- a. Any notice required to be given under this Document must be in English, in writing and will be sufficient if delivered by hand or sent by pre-paid first-class post or recorded delivery post (or airmail, if sent to or from a place outside Australia) to the relevant party at its address set out on the front page of this Document, or such other address as may have been notified in writing by that party for such purposes, or sent by electronic mail to the party's email address as set out on the front page of this Document.
- b. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am in Sydney on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post (or airmail, if sent to or from a place outside Australia) shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by electronic mail will be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

16. Miscellaneous

16.1. Further action

Each party must at its own expense do everything reasonably necessary (including executing documents, obtaining consents and getting documents completed and executed) to give full effect to this Document and the transactions contemplated by it.

16.2. Variations and waivers in writing

- a. This Document may be amended or supplemented either:
 - i. by Jayride and you signing a document evidencing the amendments; or
 - ii. by Jayride notifying you in writing of the changes and you continuing to accept Bookings 14 days (or such longer period as stipulated by Jayride in the notice) after receiving the written notification, as you will be deemed to have agreed to the changes. For clarity, if you do not wish to accept the changes as notified to you, you must not accept any Bookings after the 14-day period (or such longer period as stipulated by Jayride in the notice). You may contact Jayride during the notice period to discuss any concerns you may have about the proposed changes and Jayride will consider any representations you wish to make. Any representations should be made promptly after you receive the notice of changes.

- b. A right created under this Document may only be waived in writing signed by the party giving the waiver.

16.3. Exercising rights and giving consents

Without limiting paragraph 16.2(b), a party does not waive a right or remedy if it fails to exercise the right or remedy or delays in exercising the right or remedy.

16.4. This Document and the general law

- a. A party's rights and remedies under this Document are in addition to other rights and remedies given by law independently of this Document.
- b. A party's rights and obligations under this Document are not affected by anything which might otherwise affect them at law.

16.5. No merger

The rights and obligations of the parties under this Document do not merge on completion of any transaction contemplated by this Document.

16.6. Severability and reading down

- a. If a provision of this Document would otherwise be illegal, void or unenforceable or impose an obligation or liability that is prohibited by law, the provision is to be read down to the extent necessary to be enforceable or to comply with the law whilst still largely reflecting the parties' commercial intentions as apparent from this Document.
- b. If paragraph 16.6(a) is not possible, the Document is to be read as if the provision was omitted.

17. Costs and stamp duty

Each party must pay its own costs in connection with this Document.

18. Entire agreement and no reliance

- a. If and to the extent that any term of this Document conflicts with (**Conflict**), or regulates an issue not expressly covered (**Omission**) in, any other agreement between the parties relating to the subject matter hereof, the provisions of this Document will to the extent of such Conflict or Omission prevail.
- b. Each party warrants that:

- i. it has been given an opportunity to obtain independent legal advice in relation to the terms of this Document and to negotiate the terms of this Document; and
- ii. it enters into this Document relying only on the Document itself and the party's own investigations (including independent advice received by it).

19. Governing law and jurisdiction

This Document is governed by the laws of New South Wales, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

Appendix 1

For the purpose of clause 5(a) of the Terms and Conditions, the Transport Company must ensure that, if a Booking includes any of the Selected Criteria listed below, the Transport Company must ensure that the minimum criteria or standards applicable to that criterion, as listed below, are met or exceeded as part of the Transport Service.

Refunds

In cases where:

- a. the Traveller is not provided with the type of Vehicle selected, and Jayride offers, or is required by an Intermediary to offer and provide a refund or reimbursement of all or part of the Transport Fee to a Traveller who lodges a complaint to Jayride or the Intermediary;
- b. the Traveller is at the Pick-Up Location at the Pick-Up Time and has to wait more than 20 minutes for the Transport Company to arrive at the Pick Up Location and Jayride offers or is required by an Intermediary to offer and provide a refund or reimbursement of all or part of the Transport Fee to the Traveller who lodges a complaint to Jayride or the Intermediary; or
- c. the Driver fails to attend and meet the Traveller in person at the Pick Up Location, where Meet & Greet is one of the Selected Criteria of a Booking, and Jayride offers or is required by an Intermediary to offer and provide a refund or reimbursement of all or part of the Transport Fee to the Traveller, who lodges a complaint to Jayride or the Intermediary,

Jayride is permitted to deduct from the Transport Fee payable to the Transport Company (or any subsequent amount that is payable to the Transport Company under this Document), the full amount of the refund or reimbursement, up to a maximum of of 25% of the Transport Fee for that part of the affected transfer, and Jayride's Agency Fee will also be reduced proportionally.

Private

Only the Traveller and persons who are travelling together with the Traveller to the same destination will be transported in the Vehicle.

Shared

The Traveller and persons who are travelling together with the Traveller to the same destination may share the Vehicle with other travellers who are travelling to destinations that are the same as, or different to, the destination to which the Traveller is travelling.

RideShare

Only the Traveller and persons who are travelling together with the Traveller to the same destination will be transported in the Vehicle. The Transport Company must ensure that the Driver proceeds to

meet the Traveller at the Pick-Up Location notified to the Driver by a dispatcher at the time notified by the dispatcher.

Meet & Greet

The Driver will arrange to personally meet the Traveller at a mutually agreed location and hold a placard showing the Traveller's name and then escort the Traveller to the Vehicle to commence the Journey.

Covid-19 Preparedness

At least 2 of the following measures will be in place:

- The Driver will wear a face mask during the Journey.
- Sanitizer or disinfectant wipes will be made available to the Traveller and those travelling in the same Vehicle as the Traveller.
- The Transport Company or Driver will clean or wipe the interior of the Vehicle (including both interior and exterior handles) with disinfectant or detergent after each Journey or before the Traveller boards the Vehicle.
- Social distancing in place.

Vehicle Types

Sedan, SUV, Limousine, Van, Bus

Class

Economy

A Vehicle that offers levels of comfort, equipment, amenities, and quality of, or similar to, the vehicles of the brands listed below.

Sedan

Toyota Camry, VW Passat, Peugeot 508

SUV

Ford Expedition, Mazda CX-5, Toyota Rav4

VAN

Mercedes Sprinter, Renault Master, Toyota Innova

Bus

Toyota Commuter, Ford E-450 Minibus, Volvo 8600

Business*

A Vehicle that offers levels of comfort, equipment, amenities, and quality of, or similar to, the vehicles of the brands listed below:

Sedan

BMW 3 or 5 Series, Mercedes E-Class

SUV

BMW X7, Mercedes GLS

Van

Mercedes V-Class, Viano

Bus

Sentra S 511 HD

* includes Meet & Greet

Luxury*

A Vehicle that offers levels of comfort, equipment, amenities, and quality of, or similar to, the vehicles of the brands listed below:

Sedan

BMW 7 Series, Audi A8

SUV

Audi Q9, BMW X5, Range Rover

Limousine

Lincoln MKT Stretch, Cadillac XTS Limousine

*includes Meet & Greet

Appendix 2

Part 1

At a minimum, the steps the Transport Company or the Transport Company Personnel (including the Driver) must take to locate the Traveller at the Pick-Up Location at the Pick-Up Time include:

- Attempting to contact the Traveller by phone, and also sending an SMS or WhatsApp message to the Traveller; and
- Sending an email to the Traveller stating that the Driver is waiting at a specified place at the Pick-Up Location; and
- Not leaving the Pick -Up Location before the expiry of the Minimum Wait Time or the wait time agreed between the Transport Company and the Traveller, (if it is longer than the Minimum Wait Time,) and before allowing a reasonable time for the Traveller to respond to the messages sent to the Traveller by the Transport Company (or the Driver).
- The Transport Company or the Driver must monitor the live flight arrival time of the Traveller, whose Pick-Up Location is at an airport, and the Transport Company must then use all reasonable efforts to service the Confirmed Booking where the Transport Company or Driver was aware or should have been aware (if they had monitored the live flight arrival time of the Traveller) that the Traveller's estimated arrival time at the Pick-Up Location would be delayed. And, in circumstances where the Transport Company is unable to fulfil the Confirmed Booking by reason of a significant flight arrival time delay, the Transport Company has promptly notified Jayride of this. Monitoring live flight arrival times does not apply to RideShare.

Part 2

Examples of what Jayride is likely to accept as evidence to demonstrate that the reason why a Confirmed Booking was not completed, and that the failure is not due to the fault, negligence or error of the Transport Company or its Transport Company Personnel, includes (but is not limited to) the following:

Contact and Location Evidence

Details of the completed Ride Tracker stages (a) to (d), as relevant, AND where the Traveller is a No Show, stage (e) of Ride Tracker must be completed. In case of a No Show, the Transport Company must ensure that there is provided to Jayride:

- a screenshot of call/contact history to Traveller showing number called and date and time of calls; or
- a screenshot of text messages (SMS, WhatsApp, Viber, etc.) to the Traveller with time and date stamps; or
- email correspondence with the Traveller prior to travel, with time and date stamps; and
- a photo of the Driver at the designated meeting point (e.g., in the airport arrivals hall in front of the flight arrivals notice board that shows the flight number and/or flight arrival time; or the agreed pick-up location; in the hotel lobby (if pick up location is at a hotel), in the case where meet and greet is included as part of the Booking
- Unless evidence in the form of Ride Tracker is produced to Jayride, then parking tickets that include details of location, time and date of entry to, and exit from, the parking area at or near the Pick-Up Location. Any of the above evidence must also demonstrate that the Driver has not left the Pick Up Location before the end of the Minimum Wait Time (or such longer waiting period as may have been agreed between the Driver and the Traveller)

It is the responsibility of the Transport Company to provide the above evidence not later than 24 hours after the Pick-Up Time.

If the Booking is not completed and the above evidence is not provided to Jayride within 24 hours from the Pick-Up Time, the Transport Fee will not be payable to the Transport Company.

Please note. We highly recommend providing as many of the above options as possible to ensure a speedy and fair resolution of any dispute regarding a Failed Booking.



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