

**TRANSPORTME PTY LTD APPLICATION (APPLICATION)  
TERMS & CONDITIONS**

**THESE TERMS AND CONDITIONS (APP T&CS) FORM A LEGALLY BINDING AGREEMENT (AGREEMENT) BETWEEN YOU, THE INDIVIDUAL, BUSINESS, COMPANY OR ORGANISATION WHO USES THIS APPLICATION (YOU/YOUR), AND US, TRANSPORTME PTY LTD (ACN 163 798 614) (WE/US/OUR). YOU ACKNOWLEDGE AND AGREE THAT THESE APP T&CS APPLY TO YOUR ACCESS TO, AND USE OF, THIS APPLICATION. IN ACCESSING OR USING THIS APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY, THESE APP T&CS. IF YOU DO NOT ACCEPT THESE APP T&CS, THEN YOU MUST REFRAIN FROM ACCESSING AND USING THIS APPLICATION.**

1. **Amendments to these terms and conditions:** We reserve the right to amend these App T&Cs at any time by written notification to You.
2. **Change to Application or Services:** We reserve the right to make any changes to this Application or any service provided in conjunction with this Application (**Services**) as we may consider necessary or desirable.
3. **Conditions of use:** It is a condition of Your use, and the use by any other person authorised by You (**Users**), of this Application and any Services that: (a) the Application is to be used by You personally or, under Your supervision, by a User (without the right to assign or subcontract to third parties); (b) You are capable of forming a legally binding contract; (c) You are an individual who is at least 18 years old or a body corporate, a partnership, a government authority or agency, an association (incorporated or unincorporated), recognised at law; (d) You are not acting in capacity as a trustee of any other person; (e) You are not located in a country that is subject to a United States Government embargo, or that has been designated by the United States Government as a "terrorist supporting" country; and (f) You are not listed on any United States Government list of prohibited or restricted parties.
4. **Lawful Purposes:** You must use this Application for lawful purposes only and ensure that Your access to, or use of, this Application is not illegal or prohibited by law. In this Agreement, "You" includes "Users" as referred to in Clause 3(a) above.
5. **Scope of Licence:** The licence granted to You under this Agreement for use of this Application is a non-exclusive, non-transferrable, licence to use the Application and, where this Application is provisioned via the Apple Application Store, as permitted by the Usage Rules set forth in the Application Store Terms of Services (**Apple's Usage Rules**).
6. **Information in this Application:** The Application is intended primarily for use in Australia and no warranty or representation is made with respect to the inclusion or completeness of information in respect of other countries. We do not warrant or represent the accuracy, completeness, currency or suitability for Your intended use of any data or information inputted into, or collected by or generated from Your use of, the Application. We do not (nor do We accept liability to) verify, validate or otherwise test the accuracy, completeness, currency or suitability of any data or product You input into, or is generated through Your use of, the Application (**Data**), or any output derived from that Data (**Output**) for Your intended use. You are responsible for the use of any information, Data or Output available through this Application and/ or the Services. You should make Your own enquiries to ensure that the Data, Output or other information provided to, or available through, this Application or Services is accurate, complete, current and suitable for Your intended use.
7. **Application and Services:** We do not warrant or represent that this Application or any access to Output , Data or any information available through this Application or Services will be uninterrupted or error-free or defect-free or that errors or defects in this Application or that any such information will be corrected. You acknowledge that despite all reasonable precautions on Our part, there is a risk of unauthorised access to, or alteration of,

transmissions of data or information to or from Your computer device or available through this Application or the Services.

8. **Acknowledgements relating to Apple, Inc:** We acknowledge and You acknowledge that this Agreement is not concluded between You and Apple Inc (**Apple**) and that We, not Apple, are solely responsible for the Application and the Services and the content thereof. Where this Application is provisioned via the Apple Application Store and where any usage rules are provided for in this Agreement which are less restrictive than Apple's Usage Rules set forth in, or otherwise are in conflict with, the Apple Application Store Terms of Service as of the Effective Date, Apple's Usage Rules will prevail. Where this Application is provisioned via the Apple Application Store we acknowledge and You acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement and that upon Your acceptance of these App T&Cs, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third party beneficiary thereto.
9. **Disclaimer:** To the maximum extent permitted by law, We shall not be liable for any loss, damage, cost, expense or liability of any kind including, without limitation, liability to third parties, any loss of profits or indirect, consequential, incidental, special exemplary or punitive loss or damage (**Loss**), howsoever caused (including through our negligence), suffered or incurred by You arising from or in connection with: (a) Your access to, or use of, this Application or any information available through this Application or the Services; (b) any decision or action taken by You in reliance on Data, Output or other information available through this Application or Services; (c) any unauthorised access to, or alteration of, transmissions of Data, Output or other information to or from Your computer device or available through the Application or the Services; or (d) any interruption, error or defect in this Application or Data or Output or other information available through this Application or Services. The above disclaimer does not attempt or purport to exclude liability under any statute if, and to the extent, such liability cannot be lawfully excluded.
10. **Statutory warranties:** To the fullest extent permitted by law, Our liability under any guarantee, condition or warranty (including, without limitation, any guarantee, condition or warranty of merchantability, acceptable quality, fitness for purpose or fitness for disclosed result), or any other right or remedy, under any legislation or implied into this Agreement by any legislation (**Statutory Warranties**) is hereby excluded. In the event of any failure of the Application to conform to any applicable Statutory Warranty and where this Application is provisioned via the Apple Application Store, You may notify Apple and Apple will refund the purchase price for the Application to You. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application. Any other claims, losses, damages, costs or expenses attributable to any failure to conform to any warranty, will be Our sole responsibility, subject to any exclusions specified in Clause 9 or this Clause 10. Where We are liable under any Statutory Warranties, and any legislation avoids or prohibits provisions in a contract excluding or modifying the application of, or exercise of, or liability under, such Statutory Warranties, Our liability for any breach of such Statutory Warranties shall be limited, at Our option, to one or more of the following: (a) if the breach relates to goods: the replacement of the goods or the supply of equivalent goods; the repair of such goods; the cost of replacing the goods or of acquiring equivalent goods; or the cost of having the goods repaired; and (b) if the breach relates to services: the supplying of the Services again or the reimbursement to You of the fees paid for obtaining the Services. You acknowledge and agree that reliance by Us on this limitation of liability is fair and reasonable in all the circumstances.
11. **Maintenance and support:** We are solely responsible for providing any maintenance and support services with respect to this Application as required under applicable law. We

acknowledge and You acknowledge that Apple has no obligation whatsoever to furnish any maintenance support services with respect to this Application.

12. **Product Claims:** We acknowledge and You acknowledge that We, not Apple, are responsible for addressing any claims made by You or any third party relating to the Application or Your possession and/or use of the Application, including but limited to: (a) product liability claims; (b) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
13. **Indemnity:** You agree to indemnify, and keep indemnified, Us and each of our officers, employees and agents (**Indemnified Persons**) against all loss, damage, cost, expense or liability of any kind suffered or incurred by those indemnified in connection with: (a) any breach of any obligation or warranty contained in or implied by this Agreement by You or any User (including, without limitation, any use of the Application by a third party contrary to the terms of this Agreement); (b) any wilful misconduct by You or any User; or (c) any negligent act or omission by You or any User.
14. **Copyright:** All copyright in this Application and the information available through this Application or Services (including, without limitation, text, graphics, logos, icons, sound recordings and software) is owned by Transportme Pty Ltd or the third party supplier of the material. Except as expressly authorised, and subject to the conditions prescribed under, the *Copyright Act* 1968 (Cth) or except as expressly permitted by these App T&Cs, You may not, in any form or by any means: (a) copy, adapt, reproduce, store, distribute, print, display, perform, publish, communicate to the public, make available to the public or create derivative works of the whole or any part of the materials or information available on this Application except as expressly permitted by, or as is reasonably contemplated by, the normal use of this Application; or (b) commercialise the whole or any part of the information provided on this Application, without Our express written permission or, in the case of third party material, from the owner of the copyright in that material.
15. **Trade marks:** Transportme is a trade mark of Transportme Pty Ltd. If You use any trade marks owned, or licensed, by Us in reference to Us or this Application, You must include a statement attributing that trade mark to Us or our licensor (as the case may be). You must not use any of Our or our licensor's trade marks: (a) in or as the whole or part of Your own trade marks; (b) in connection with any business, products or services which are not Ours; (c) in a manner which may be confusing, misleading or deceptive to any person; or (d) in a manner that disparages Us or this Application.
16. **Intellectual Property Rights:** We acknowledge and You acknowledge that, in the event of any third party claim that the Application the provision of the Product or Your possession and use of the Application or the Product infringes that third party's intellectual property rights, We, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.
17. **Termination:** We may terminate this Agreement and Your access to the Application and the Services if You or any User breaches any provision of these App T&Cs. We may, at Our discretion, terminate this Agreement and Your access to all or part of this Application or any part of the Services without the need to provide reasons. Termination of this Agreement will not end those provisions that are intended to survive the ending of this Agreement, including, but not limited to, clause 9, 10, 13, together with this clause 17, which shall survive such termination.
18. **General provisions:** We shall not be liable for any delay or failure to perform Our obligations under this Agreement if such a delay or failure is due to circumstances beyond Our

4.

reasonable control. If We waive, in whole or part, any rights available to Us under this Agreement on one occasion, this does not mean that those rights will automatically be waived on any other occasion. If any provision of this Agreement is held to be invalid, unenforceable or illegal for any reason, it is to be read down to give it as much effect as possible, or if it is not capable of having any effect at all, it is to be severed from this Agreement, in which case, the remainder of this Agreement shall nevertheless continue in full force. The laws governing this Agreement will be the laws in the State of New South Wales, Australia and You irrevocably submit to the non-exclusive jurisdiction of the courts of that State.

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