

USING OUR WEBSITE

The information on this page governs your use of www.zerodriversonline.com.au (this "Website"). By accessing, continuing access and commencing the Registration/ Personal Profile process on this Site you (the "User") agree to be bound by the Terms and Conditions contained here.

1. COPYRIGHT AND TRADEMARKS

- a. The rights in the Intellectual Property (IP), materials and Trademarks on this Site are owned by My Zero Driver Pty Ltd ACN 150 461 662 (the "Provider" "us" "we" "Zero Drivers", or "our") or its licensors and is subject to the non-exclusive and non-transferable licence granted to you by Registration you are not to infringe on these rights.
- b. You may not use any software program to disseminate copy, modify or monitor this Website, or otherwise reverse engineer the software and/or utilise the source codes on this Website.

2. ACCESS

a. Registration:

In order to use the services provided on this Website you must complete the Customer Registration process, by authenticating / verifying your email address

b. User's responsibility for security of login and password:

- I. To complete Registration you must provide a name for log in and have the option to change your own password;
- II. You are responsible for the security of your User login and password;
- III. You are responsible for any activities conducted under your User login;
- IV. You must immediately report any unauthorised use of your login to the Website administration.

c. Customer Profile:

- I. Each Customer Profile is unique to the User and not transferable;
- II. Your Customer Profile may be cancelled / terminated, amended or disabled without notice if you breach any Term or Condition of this website or any information provided during the Registration process is incorrect, incomplete, misleading, illegal, offensive or misrepresented;
- III. No personal identification is to be entered into any area of the Profile unless instructed to do so;
- IV. By activating an account you agree that:
 - a) You consent to the collection, transfer storage and use of your personal information; and
 - b) The Provider, its licensees, subsidiaries, affiliates or companies where there is a common source of control may send you correspondence relevant to its products and/or services.

3. Payment Policy, Security and Supply:

- i. There is no cost to register or submit a Customer Profile;
- ii. Our Terms are that in requesting the service of a Zero Driver you agree to our Terms & Conditions of service and agree to and authorise payment for any services booked via the website to be paid for in accordance with those Terms & Conditions and by the payment method/ credit card authorised at the time of the booking
- iii. We are an Australian Business and accept payment in \$AUD by Visa, Mastercard or American Express only.
- iv. We have Ecommerce hosting with an accredited secure provider. When you make a booking via the Website a code is requested from the payment gateway / third party provider to authorise our claim for payment - your credit card details are not held in our environment



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- v. We may store your card type, expiry date and last four digits only as your account details enter our environment.
- vi. Once payment has been confirmed and we have authenticated the claim a Trip History, showing all details of your trip including the payment made will be automatically issued and stored within your own Customer profile for you to access at anytime.

4 Refund Policy:

- i. Australian Consumer Law obtained from the Australian Competition and Consumer Commission (© Commonwealth of Australia) states that:
 - II. You can ask for a replacement or refund if the problem with the product or in this case service is major.
 - III. Refunds should be the same amount you have already paid, provided in the same form as your original payment.
 - IV. The business may take into account how much time has passed since you paid for the service considering the following factors:
 - 1. type of product/service
 - 2. time lapse between provision of service and method and response from supplier in regard to the complaint or grievance
 - V. For a major problem with services you cancel the contract and obtain a refund or seek compensation for the drop in value of your services provided compared to the price paid.
 - VI. A service has a major problem when:
 - 1. it has a problem that would have stopped someone from buying it if they'd known about it
 - 2. it is substantially unfit for its common purpose and can't easily be fixed within a reasonable time
 - 3. it does not meet the specific purpose you asked for and cannot easily be fixed within a reasonable time
 - 4. it creates an unsafe situation.
- ii. The Provider will provide a Refund to Users where it is required by law;
- iii. A User may contact the Provider by email through the "contact us" form or telephone to request a refund and/or transaction cancellation;
- iv. Each request is assessed on its particular merit and actioned accordingly.

5 Availability:

- I. The services on this Website are only available in Australia and its Territories;
- II. The Provider does not warrant that the services from this Website will be continuous or virus or error free.



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Use of Site

By accessing, registering and continuing to access this Website you agree that these Terms and Conditions of Use are reasonable.

No misrepresentation of information:

You agree through the use of this Website that you will not create a Customer Profile on this Website through any act or omission intended to deceive another user;

You are authorised to provide the material or information which forms the Customer Profile.

Confidentiality:

The Provider and its Licensees take all reasonable steps to maintain your privacy and the security of the information you send us, it cannot guarantee that this information cannot be seen by an unauthorised third party while displayed or stored on this Website. The Provider will not be liable for unauthorised access of data.

For more information on how the information you send us is dealt with, please read our Privacy Policy.

Technical support:

The Provider and its Licensees provide no warranty for the operation of this Website on the individual user's computer system;

Technical Support may be limited to the Registration and Profile activation phase only.

Disclaimer:

The information on this Website is provided on the basis that it has been uploaded on an "as is" "where is" basis;

We exclude all representations of the accuracy or information contained on this Website.

Cookies:

This website uses Cookies for making the interaction between this website and you more productive, increasing useability for you and for the retrieval of user information to authenticate you when you log in as a user;

The Cookies may be used for website enhancements and / or marketing by us or our affiliates.

By agreeing to these Terms and Conditions of Use of our Website you consent to the transfer of Cookies to your machine or terminal equipment.

Links from this website (no endorsement of linked sites):

This website may contain Links to unrelated websites;

We do not endorse these websites;

These Links are provided as a convenience to you; and

We accept no liability in relation to your access of these third party websites.

Information does not represent Endorsement or Professional Advice:

We do not provide any guarantee, warrantee or indemnity to users that the information available on this Website is without error.



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EXCLUSION OF LIABILITY

All conditions and warranties not expressed in these Terms and Conditions of Use for the services provided by this Website are excluded.

By agreeing to these Terms and Conditions of Use of this website you indemnify the Provider, it's Licensors, Licensees or associated entities from any claim in statute or common law arising out of in by operation of the services provided on this website.

You agree that the Provider will not be liable to you for any loss of business, indirect, economic or consequential loss as a result of your use of this Website.

To the extent that the Exclusion of Liability is prohibited by statute, you agree that the limit of the Provider's Liability to you is to the refund of fees and charges paid by you to the Provider.

GENERAL PROVISIONS

Amendment of Terms: The Provider may amend these Terms and Conditions of Use of this website at any time by updating or otherwise revising these Terms and Conditions. Users of this website should check this page to remain conversant with the current version. Amended Terms and Conditions of Use will apply from the date of publication.

Severability: If any provision of these Terms are invalid or unenforceable in any jurisdiction that provision will be read own or severed (unless it materially alters the nature or material terms of this agreement) without affecting the validity or enforceability of the remaining provisions.

Assignment: The Provider may transfer or assign its rights and obligations under these Terms and Conditions of Use without notifying you or obtaining your consent.

Entire agreement: It is expressly acknowledged that the Terms and Conditions of Use set out herein contain the entire agreement as concluded between the parties.

Notices: Any Notice is deemed to have been duly given or made when delivered by electronic transmission to the party to which the Notice is directed at the email addresses provide at the time of Registration.

Governing law: This Agreement is governed by the laws of Queensland and each party submits to the jurisdiction of the courts of Queensland.

