



DRIVER AGREEMENT

MooVr Driver Agreement

Please carefully read this Driver Agreement in its entirety so that you are familiar with the terms and conditions.

This Driver Agreement is the agreement between you and MooVr (Australia) Pty Ltd (ACN 639402341) (**MooVr**) governing the use of the MooVr Driver App and Platform (**Driver App**). The Driver App facilitates your provision of rides (and associated payment collection) (**Ride Services**) as requested by a user (**Rider**) of the MooVr Rider App and Platform (**Rider App**).

In order to access the Driver App and provide Ride Services you must first register with MooVr as a driver in accordance with this Driver Agreement. This Driver Agreement is binding on you and takes effect on the date that you are registered as a driver by MooVr.

1. Relations

- a) You acknowledge and agree that we provide an information society service and do not provide Transportation Services. By providing the MooVr Platform and MooVr Services, we act as an intermediary marketplace connecting Riders with Drivers to help them move around cities more efficiently. You acknowledge that you are providing the Transportation Services on the basis of a contract for carriage of passengers and that you provide the Transportation Services either independently or via a company as an economic and professional activity. MooVr, as the operator of the Driver App acts as the commercial agent of the Drivers for the mediation of conclusion of contracts between the Driver and the Rider, and thus, among other things, accepts payments from the Rider and forwards the payments to the Driver.
- b) You acknowledge that neither an employment agreement nor an employment relationship has been or will be established between you and us. You also acknowledge that no joint venture or partnership exists between you and us. You must not act and/or hold yourself out to be an employee, agent or representative of us. You do not have authority to enter into any contract on behalf of us. If due to the implication of mandatory laws or otherwise, you shall be deemed an employee of us, you hereby agree to waive any claims against us that may arise as a result of such implied employment relationship.
- c) You must not transfer or assign your rights and/or obligations under this Driver Agreement to any third party.

2. Driver Approval / Registration

To be approved by MooVr as a driver you must:

- a) hold a valid Australian Business Number (**ABN**);
- b) register for goods and services tax (**GST**) and provide MooVr with proof of GST registration;
- c) hold a valid driver's licence and all other required licences, permits, registrations, approvals and/or authorities required to provide Ride Services within the relevant jurisdiction;



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- d) provide a high-resolution photo of yourself which is a true image of you and you consent to such photo being displayed on your profile and in your vehicle; and
- e) provide any other information required by MooVr to complete the registration process.

After you are approved and registered as a driver by MooVr you:

- a) must not use a vehicle other than your registered vehicle to provide Ride Services;
- b) must promptly notify MooVr in writing of any changes to your driver's licence (including any disqualification) and any other licences, permits, registrations, approvals and/or authorities;
- c) if requested by MooVr, you must promptly provide copies of any required licence, permit, registration, approval and/or authority; and
- d) you consent to the collection and use of your personal information in accordance with this Driver Agreement and MooVr's policies.

MooVr may suspend your Account without notice if you fail to reasonably provide any documentation required or requested by MooVr.

3. Driver Account

You must keep the information in your Account updated at all times;

You must not share or disclose your Account login details (include password or passcode) or any other account information to any other person.

If you become aware of any unauthorised use or suspected unauthorised use of your Account, you must immediately notify MooVr by email at drivers@moovr.me

4. Driver's Representations and Warranties

You represent and warrant that you:

- a) possess the capacity to enter into this Driver Agreement;
- b) will only use the MooVr App and Account to provide Ride Services;
- c) carefully read and fully understand and agree to be bound by the terms and conditions of this Driver Agreement;
- d) provided/presented true, accurate and complete information to MooVr;
- e) will not permit other persons to use or access your Account;
- f) will not transfer or assign your Account to any other person;
- g) will not use the MooVr App and / or Account for unauthorised or unlawful purposes;
- h) will not act in a manner which impairs the proper operation of the MooVr's business; and

- i) will fully comply with all laws and regulations applicable in the jurisdiction that you provide Ride Services, including (but not limited to) laws regulating vehicles and passenger transportation services.

5. Licence

Under this Driver Agreement, MooVr grants you a licence to use the Driver App and the MooVr Driver Account (**Account**). The licence does not grant you the right to sublicense or transfer any rights to third persons. Regardless of the above and if so agreed separately, fleet companies may sub-license the MooVr App and the Account to the members of its fleet.

The licence will revoke automatically and simultaneously with termination of this Driver Agreement, in this circumstance you must immediately stop using and / or accessing the Driver App and your Account. If the licence is revoked, MooVr reserves the right to block and delete your Account without prior notice.

Restrictions on use of licence

You acknowledge that, other than the licence to use the Driver App and your Account, you obtain no rights in respect of or to the Driver App and your Account.

In the course of using the Driver App and / or your Account you must not:

- a) decompile, reverse engineer or otherwise attempt to obtain the source code of the Driver App, your Account or any other software owned or operated by MooVr;
- b) modify the Driver App or Account in any manner or form;
- c) you must not create modified versions of the Driver App or Account;
- d) transmit files that contain viruses, corrupted files or any other programs that may damage or adversely affect the Driver App or Account; or
- e) gain or attempt to gain unauthorised access to the Driver App, Account or any other services/platform owner or operated by MooVr.

6. Intellectual property

All copyrights and trademarks, including source code, databases, logos and visual designs are owned by MooVr and protected by copyright, trademark and/or trade secret laws and international treaty provisions. By using the Driver App you do not acquire any rights of ownership to any intellectual property.

7. MooVr policies

MooVr's policies, as they exist from time to time, are binding on you.

8. Changes to this Driver Agreement and / or MooVr Policies



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MooVr may at any time update or amend this Driver Agreement and any of our policies and procedures.

You will be given seven (7) days prior notice of any material change. Any change will take effect on the date specified in the notice or, if none is specified, seven (7) days after the notice is issued.

If you do not agree with any change, you must cease accessing / using your Account and the Driver App. If you continue to use your Account and / or the Driver App, MooVr will assume that you agree to the change.

9. Driver App services

- a) If you accept a ride through the Driver App then the particular Ride Service will be considered active;
- b) Upon a accepting a request for Ride Services, an engagement between yourself the Driver and the requesting Rider will be in place for the provision of the Ride Services on such terms and conditions as supported by MooVr;

MooVr is a technology company and does not provide rides to users of the Rider App. As such, is not a party to your agreement with the relevant Rider, but will support each party to uphold the Terms and Conditions applicable.

- c) Please be aware that a Rider, in its sole discretion, may decide to cancel your request for Ride Services. If this happens, MooVr will not be responsible for the cancelled trip.
- d) If after a you accept a Ride Services request, you subsequently reject, cancel or refuse the Ride Service without reason, your Account may be subjected to Review by MooVr;
- e) If you make and subsequently reject, cancel or refuse ordered Ride Service repeatedly within 24-hours, MooVr may temporarily block your Account;
- f) Any temporarily blocked Account will be reviewed by MooVr and if MooVr considers it is necessary, it may suspend your Account for 3, 6 or 12 months. If your Account has been suspended, you may (after the suspension period has expired) apply to MooVr to have your Account reactivated;
- g) Once you arrive at the requested pick-up point, the Rider will receive a notification from the Rider App. If Rider Account or associated Riders do not make themselves known to you within the time prescribed by the Rider App, you will have the option to cancel the order and a cancellation fee payable by the Rider will apply;
- h) Once you arrive at the requested pick-up point, the Platform will begin charging a wait time fee after a 2 minutes grace period. Driver will be advised via the app when a cancellation can be initiated if so desired

MooVr, through the Driver App, will provide:

- a) access to the Driver App;
- b) facilitate the receipt of requests from Riders for Ride Services;

- c) booking services between you and Riders;
- d) receive and handle complaints from all users; and
- e) act as a limited payment collection agent.

10. Communications

Once the Ride Services have been ordered, the Driver App allows you to contact the Rider regarding the Ride Services. All communications between you and a Rider are automatically recorded in the Driver App and will be stored and used in accordance with MooVr's privacy policy.

11. Equipment and Maintenance of Equipment

You must provide and maintain all equipment necessary to perform the Ride Services at your own expense, including a car and smartphone.

You are also responsible for paying all costs you incur in the course of providing Ride Services including, but not limited to, registration and licence fees, fuel, mobile data costs, stamp duty fees, road tolls, amortisation of the vehicle, insurance, relevant corporate or payroll taxes etc.

Please be aware that using the Driver App may use a large amount of data, as such we recommend that drivers purchase a data plan with unlimited or very high data usage capacity.

12. Insurance

As a driver you are required to purchase and maintain, at your own expense, all applicable insurances (including as a minimum comprehensive motor vehicle insurance, public liability insurance and compulsory third party insurance) in respect of each vehicle registered to provide Ride Services.

You agree to provide MooVr with a copy of any insurance policy as proof of insurance.

If insurances lapse, expire or are not maintained, you must immediately cease providing Ride Services until the applicable insurance has been renewed.

13. Taxes

You acknowledge and agree that you will fully comply with any and all tax obligations that arise from providing Ride Services.

(i) fulfilling all employee and tax registration obligations for calculations in regard to accounting and transfers to applicable State authorities as required by the applicable law.

In case the Tax authority shall submit a valid application to us to provide information regarding the activities of you, we may make available to the Tax authority the information regarding the activities of you to the extent set forth in valid legal acts.

14. Fees and Fares**Booking fees**



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MooVr charges a Rider a booking fee for each Ride Service requested through the Rider App. The booking fee is paid by the Rider directly to MooVr. Drivers are not eligible to recover/receive any amount of the booking fee.

Ride Services

- a) You are entitled to receive a fare for each instance you accept a Rider on the Driver App and subsequently complete that Ride Service (**Fare**).
- b) MooVr will calculate the Fare based on a default base fare, the total waiting time, the total distance travelled (as determined by GPS tracking) and the time taken to complete the ride.
- c) The default base fare may fluctuate based on market rates. [Consider fixed times where will be higher fares – make sure this is in the Rider Agreement]
- d) Booking requests that are cancelled by a Rider after you have accepted the ride may incur a cost to the Rider, and as the driver you may be eligible to receive a cancellation fee.

Fees payable by the driver

As a driver, you may be required to pay fees to MooVr as a percentage of the total Fare. This amount may vary from time to time as determined by the Driver Fee Policy.

15. Payments

Riders must pay for Ride Services via credit / debit cards, carrier billing (eg PayPal) and other payment methods directly in the Rider App (**In-App Payment**).

You authorise us to receive Fares or other fees paid by a Rider via In-App Payment and authorise MooVr to forward relevant funds to you.

Any payment obligation made by the Rider via the In-App Payment shall be considered fulfilled as of the time that the payment has been made.

You must not refuse payment by the Rider via the In-App Payment, or influence the Rider against the use of the In-app Payment. You agree not to accept payment of the Fare by cash.

MooVr is not required to pay you a Fare due from a Rider if the In-app Payment failed because the Rider's credit card or other payment is cancelled or is unsuccessful for other reasons. In this situation, MooVr will assist you to recover the Fare due from the Rider and will transfer the Fare to you once the Rider has made the requested payment.

16. Rider booked services

- a) Before providing Ride Services, you must verify that the service is being provided to the correct Rider;

- b) If you make a mistake in identifying the Rider and collect the incorrect rider(s), you are not entitled to receive the Fare for this journey. MooVr will reimburse the correct Rider who requested the Ride Services for any fees / charges they incur;
- c) You must provide the Ride Services in a professional and respectful manner;
- d) You agree to act in the best interests of a Rider, this includes:
 - i. taking the most direct and efficient route for the Rider, unless specifically requested by a Rider to take an alternative route;
 - ii. not making any unauthorised stops;
 - iii. only driving with the Rider who requested the Ride Services and any person accompanying them;
 - iv. abiding by all applicable traffic laws and regulations; and
 - v. not doing anything that would disrupt or interfere with your performance of the Ride Services.
- e) You must endeavour to perform the Rider's reasonable requests during the course of the Ride Service.
- f) You are permitted to cancel a Rider booking request you have accepted when:
 - i. you believe your safety is at risk;
 - ii. you feel unwell or unfit to continue work;
 - iii. the Rider cannot be located;
 - iv. There is a serious mechanical issue with your vehicle.

You may be contacted when cancelations occur.

17. Liability and Warranties

- a) The Driver App is provided on an "as is" and "as available" basis. We do not represent, warrant or guarantee that access to the Driver App will be uninterrupted or error free.
- b) As the usage of the Driver App depends on the behaviour of Riders, we do not guarantee that your usage of the Driver App will result in any Ride Service requests.
- c) To the extent permitted under the applicable law, MooVr nor its representatives, directors and employees are not liable for any loss or damage that you may incur as a result of using the Driver App, including but not limited to:
 - i. any direct or indirect property damage or monetary loss;
 - ii. loss of profit or anticipated savings;
 - iii. loss of business, contracts, contacts, goodwill, reputation and any loss that may arise from interruption of the business;
 - iv. loss or inaccuracy of data; and
 - v. any other type of loss or damage.
- d) MooVr is not responsible and will not be held liable for the actions or non-actions of the Rider or their co-passengers that cause loss or damage to you or your vehicle.

- e) You are liable for any loss or damage resulting from a breach of the terms of this Driver Agreement or any other applicable law or regulation.
- f) You agree to indemnify MooVr for any direct and/or indirect loss and/or damage, loss of profits, expense, penalty, fine that we may occur in connection with your breach of the terms of this Driver Agreement or any other applicable law or regulation.
- g) If a Rider makes a claim against MooVr in connection with your provision of the Ride Services, then you agree to reimburse MooVr for any monetary sum paid to the Rider within 21 days of receiving a request for payment from us. In case we are entitled to present any claims against you, then you shall compensate us for any legal costs related to evaluation of the damages and submission of claims relating to compensation for such damage.

18. Term and Account de-activation

This Driver Agreement is binding on you and takes effect on the date that you are registered as a driver by MooVr. This Driver Agreement will continue to bind you until it is terminated by you or MooVr.

MooVr may terminate this Driver Agreement and de-activate your Account without notice if you:

- a) breach the terms of this Driver Agreement [establish and define material breaches which would result in de-activation of the Account];
- b) become or are bankrupt or insolvent;
- c) unable to pay your debts when due; or
- d) placed into administration?.

You may terminate this Driver Agreement at any time by ceasing to access / use the Driver App and Account. If you terminate this Driver Agreement you should delete the Driver App from any device on which it is installed.

Any and all amounts owing by you to MooVr at the date of termination will be charged to you and is the responsibility of you to settle.

Force Majeure

Any delay in or failure to perform any obligations by either party under this Driver Agreement which is caused by acts of any government authorities, acts of God, pandemics, epidemics, fire, flood, explosion, riots, war, rebellion, insurrection or other event beyond the reasonable control of that party will not constitute a breach of this Rider Agreement.

In the case of a force majeure event where MooVr is the affected party, MooVr may temporarily suspend the performance of its obligations under this Rider Agreement until the effect of such force majeure event ceases and will bear no liability.

19. Notices

MooVr may give you a notice by:

- a) posting a general notice on our website;
- b) sending you a message through the Driver App;
- c) emailing you on the email address registered under your Account;
- d) texting you on the number registered under your Account.

20. Complaints / comments / feedback

If you have any comments, feedback or wish to make a complaint regarding the Driver App, your Account or a Rider, please contact us by emailing our customer service team at drivers@moovr.me

21. Disputes

If there is a dispute arising out of or relating to this Driver Agreement, including with regard to its existence, validity or termination, the disputing party must first attempt to directly resolve the dispute with the non-disputing party.

If the dispute remains unresolved, the dispute will be referred to a mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties or, failing agreement within seven (7) days of receiving any party's notice of dispute, by a person appointed by the Chair of Resolution Institute, or the Chair's designated representative.

This dispute resolution clause survives termination of this Driver Agreement.

22. Governing Law

This Driver Agreement is governed by the laws of Western Australia.

You agree to submit to the exclusive jurisdiction of the courts of Western Australia, the Federal Circuit Court and the Federal Court of Australia.