



iNEDA Pty Ltd

## TERMS AND CONDITIONS

Effective: July 4, 2017

### 1. Contractual Relationship

These Terms of Use ("Terms") govern the access or use by you, an individual, from within any country in the world, of applications, websites, content, products, and services (the "Services") made available by iNEDA Pty Ltd, a private limited liability company established in Australia, having its office at 305 / 546 Collins St, Melbourne, VIC 3000, registered with the ACN 618 923 194.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and iNEDA. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. iNEDA may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

iNEDA may amend the Terms related to the Services from time to time. Amendments will be effective upon iNEDA's posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in iNEDA's Privacy Policy located at <https://www.ineda.com.au>. iNEDA may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict.

### 2. The Services

The Services constitute a technology platform that enables users of iNEDA's mobile application or website provided as part of the Services (each, an "Application") to arrange and schedule transportation, purchasing products and/or services with independent third party providers of such services under agreement with iNEDA or certain of iNEDA's affiliates ("Third Party Providers"). Unless otherwise agreed by iNEDA in a separate written agreement with you, the Services are made available solely for your personal use. You acknowledge that iNEDA does not provide products or services and that all such products or services are provided by independent third party contractors who are not employed by iNEDA or any of its affiliates.

#### License

Subject to your compliance with these Terms, iNEDA grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal use. Any rights not expressly granted herein are reserved by iNEDA and iNEDA's licensors.

#### Restrictions

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by iNEDA; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

## Third Party Services and Content

The Services may be made available or accessed in connection with third party services and content (including advertising) that iNEDA does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. iNEDA does not endorse such third party services and content and in no event shall iNEDA be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

## Ownership

The Services and all rights therein are and shall remain iNEDA's property or the property of iNEDA's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner iNEDA's company names, logos, product and service names, trademarks or services marks or those of iNEDA's licensors.

## 3. Your Use of the Services

### User Accounts

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("*Account*"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to iNEDA certain personal information, such as your name, address, mobile phone number, age, location, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or iNEDA's termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by iNEDA in writing, you may only possess one Account.

### User Requirements and Conduct

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive products and services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the services and you may only use the Services for lawful purposes. You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

### Promotional Codes

iNEDA may, in iNEDA's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that iNEDA establishes on a per promotional code basis. You agree that Promotional codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by iNEDA; (iii) may be disabled by iNEDA at any time for any reason without liability to iNEDA; (iv) may only be used pursuant to the specific terms that iNEDA establishes for such Promotional codes; (v) are not valid for cash; and (vi) may expire prior to your use. iNEDA reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promotional codes by you or any other user in the event that iNEDA determines or believes that the use or redemption of the Promotional code was in error, fraudulent, illegal, or in violation of the applicable Promotional code terms or these Terms.

## User Provided Content.

iNEDA may, in iNEDA's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to iNEDA through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to iNEDA, you grant iNEDA a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and iNEDA's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant iNEDA the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor iNEDA's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by iNEDA in its sole discretion, whether or not such material may be protected by law. iNEDA may, but shall not be obligated to, review, monitor, or remove User Content, at iNEDA's sole discretion and at any time and for any reason, without notice to you.

## Network Access and Devices

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. iNEDA does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

## Third-Party Links, Sites, and Services

iNEDA may contain links to third-party websites, mobile applications, advertisers, services, special offers, or other events or activities that are not owned or controlled by iNEDA. iNEDA do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third party website, service, or content from iNEDA app or website, you do so at your own risk and you agree that iNEDA will have no liability arising from your use of or access to any third-party website, service, or content.

## 4. Payment

You understand that use of the Services may result in charges to you for the services or goods you receive from a Third Party Provider ("Charges"). After you have received services or goods obtained through your use of the Service, iNEDA will facilitate your payment of the applicable Charges on behalf of the Third Party Provider as such Third Party Provider's limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by iNEDA. You retain the right to request lower Charges from a Third Party Provider for services or goods received by you from such Third Party Provider at the time you receive such services or goods. iNEDA will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service or good.

All Charges are due immediately and payment will be facilitated by iNEDA using the preferred payment method designated in your Account, after which iNEDA will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that iNEDA may, as the Third Party Provider's limited payment collection agent, use a secondary payment method in your Account, if available.

As between you and iNEDA, iNEDA reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in iNEDA's sole discretion. iNEDA may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you.

## 5. Disclaimers; Limitation of Liability; Indemnity.

### DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." iNEDA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, iNEDA MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. iNEDA DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

### LIMITATION OF LIABILITY

iNEDA SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF iNEDA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. iNEDA SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF iNEDA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. iNEDA SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND iNEDA'S REASONABLE CONTROL. THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 5 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

### Indemnity

You agree to indemnify and hold iNEDA and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) iNEDA's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

### Notice

iNEDA may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to iNEDA by written communication to iNEDA's address at 305 / 546 Collins St, Melbourne, VIC 3000.

### General

You may not assign or transfer these Terms in whole or in part without iNEDA's prior written approval. You give your approval to iNEDA for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of iNEDA's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, iNEDA or any Third Party Provider as a result of the contract between you and iNEDA or use of the Services.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words "including" and "include" mean "including, but not limited to."