

GoFetch Customer Agreement

GoFetch provides its Platform to enable anyone registered with us (as a Customer) to request delivery of an item, so that others registered with (as Fetchers) can then accept and perform that delivery.

This is the legally binding agreement that applies between you (as a Customer, not a Fetcher) and us regarding such deliveries and use of our Platform. (If you are also a Fetcher then a separate GoFetch Fetcher Agreement also applies to your role as a Fetcher.)

1. OUR ROLE

1.1 GoFetch provides the marketplace

Both practically and legally it is Fetchers, and not GoFetch, that perform Jobs for Customers. GoFetch's role is to provide a marketplace (via the Platform) for Customers and Fetchers to agree Jobs. GoFetch is not a delivery company and is not responsible for the performance of any Job. In performing Jobs, Fetchers are not employees or subcontractors of GoFetch. Similarly, both practically and legally, Fetchers do not perform Jobs for GoFetch – they perform them directly for Customers.

Having said that, GoFetch does provide certain services to Customers and Fetchers, and imposes certain obligations on Customers and Fetchers, to make the Platform a good place for Customers to request Jobs and Fetchers to agree to perform them. This agreement sets out the services GoFetch provides to you as a Customer, and your obligations to us as Customer.

1.2 Contract map

To avoid any doubt, this agreement is a two-way agreement between GoFetch and you (as a Customer) about our overall relationship with you.

By using the Platform, further separate contracts (each being a Standard GoFetch Contract) should ordinarily apply between you and the relevant Fetcher for the relevant Jobs. GoFetch is not a party to those contracts – it is directly between you and the relevant Fetcher.

2. JOB REQUESTS

You may at any time request a Job via the Platform. You acknowledge that:

- (a) there is no guarantee that any requested Job will be accepted by any Fetcher at all, or within any particular time frame, even if it is specified as an urgent delivery; and
- (b) that by posting a Job on the Platform you are offering to enter into a legally binding Standard GoFetch Contract for that Job, that the offer can be accepted via the Platform by any Fetcher and that if you withdraw the Job (or offer) once it has been accepted by a Fetcher then a Cancellation Fee will be payable.

3. JOB CANCELLATIONS

You may withdraw any Job that you request via the Platform at any time before it is accepted by a Fetcher via the Platform. After a requested Job has been accepted, you can only terminate it where permitted under the Standard GoFetch Contract.

4. MONITORING YOUR JOB

4.1 Tracking

The Platform provides a service through which you are ordinarily able to follow the progress of the relevant Fetcher in performing your Job. You acknowledge that:

- (a) any estimate time of arrival (ETA) of your Delivery Item is based upon information provided by third parties (including Google) and is an estimate only;
- (b) the GPS location of the Fetcher may be a better indication of the progress of the Fetcher than the ETA; and
- (c) the GPS location of the Fetcher may become unavailable, either temporarily or permanently, due to reasons including:
 - (i) the Fetcher travelling on an underground train; or
 - (ii) the mobile device on which the Fetcher is running the relevant GoFetch App ceasing to operate properly (whether due to running out of battery or otherwise).

4.2 Contacting the Fetcher

At any time you will ordinarily be able to contact the Fetcher performing your Job by tapping the phone or chat icons at bottom of screen on the GoFetch App. Ordinary call and data charges charged by your telco supplier will apply to any such calls or chat session.

5. PROHIBITED ITEMS

You must not include any Prohibited Item as, or as part of, a Delivery Item. We may include mechanisms in the Platform to endeavour to prevent the inclusion of Prohibited Items as Delivery Items, but we are under no obligation to ensure that you do not include any Prohibited Item.

6. PAYMENT

For each Job you must pay the applicable Delivery Fee to us on behalf of the relevant Fetcher, via the Payment Facility at the time required by the Platform. We will then, at the time required by the Platform, pay the Delivery Fee to the Fetcher minus any fees or other amounts payable by the Fetcher to us, whether in connection with any Delivery or otherwise.

7. INFORMATION AND TRUST

7.1 Accurate and acceptable Content

All Content that you:

- (a) post on the Platform; or
- (b) provide to us or any Fetcher, in connection with any Job, the Platform or any GoFetch Services,

must be accurate and not misleading and must not include any Unacceptable Content.

7.2 Licence of Content and privacy consents

You hereby grant us a non-exclusive, irrevocable, perpetual transferable licence to copy, use, modify, sublicense, adapt and otherwise exploit in any way that you could, and for any purpose, all Content that you post on the Platform or otherwise provide to us.

You consent to us providing your personal information to others as described in our Privacy Policy. In addition, if at any time you provide the personal information of another person to us, then you must ensure that that person has read and understood our Privacy Policy and separately consented to that personal information being used and disclosed by us as described in the Privacy Policy.

7.3 GoFetch requests for information

We expect that ordinarily we would not have any direct communication with you, whether in relation to a particular Job or more generally. From time to time, however, it may be necessary or desirable for us to do so, including where any dispute arises. If at any time we request any information about you, or in relation to any Job, then you must provide it to the best of your ability as soon as practical.

7.4 Confirmation of identity

We may offer services to you that provide a level of comfort about the identity or history of a Fetcher. You acknowledge that as those services are based upon information provided by third parties (including social networking sites, telecommunications providers, other Fetchers or Customers and others) the services are only intended to provide a degree of comfort, may be inaccurate and are not an absolute guarantee regarding the identity or history of any person.

8. WARRANTIES AND LIABILITY

8.1 Platform availability and faults

We do not promise that the Platform will be available on a continuous or fault-free basis. To the extent permitted by Law, we exclude all liability in relation to:

- (a) any fault in, or failure of, any equipment, software or third party services used in connection with the supply of use of the Platform to you; or
- (b) any fault or failure in the supply of use of the Platform involving any act, omission or event outside our reasonable control, including any equipment failure, power failure, fire, flood, water, labour dispute or shortage, utility curtailment, explosion, emergency, civil disturbance, war, act of God, governmental action or act or omission of any third party.

If we become aware of any such fault or failure, then we will use reasonable endeavours to address it. You must promptly notify us of any fault of which you become aware.

8.2 Mutual exclusion of other terms

To the extent permitted by Law, and except as expressly provided in this agreement, all terms, conditions, warranties or representations (in each case whether express, implied, statutory or otherwise) by either you or us to the other, relating in any way to the GoFetch Services or this agreement, are excluded.

8.3 General limitation of liability

Without limiting clause 8.4, and except for any liability of ours to you under clause 9 (GoFetch Guarantee), to the extent permitted by Law, any liability of ours:

- (a) under any term, condition, warranty or representation that by Law cannot be excluded or that is not otherwise excluded under clause 8.1; or
- (b) under any guarantee (including any consumer guarantee) or other right under any Law; or
- (c) otherwise in connection with any Job, the Platform, any GoFetch Services or this agreement, including any advice by us in connection with any of the foregoing,

is, where permitted by Law, limited at our option to the resupply of the relevant services provided by us or the payment of the cost of same.

8.4 Exclusion of categories of loss

The following applies only to the extent permitted by Law. All liability of ours is excluded in respect of any indirect or consequential Loss suffered or incurred by you, in relation to any Job, the Platform or any GoFetch Services, any delay or failure in providing any of them, or otherwise under or in connection with this agreement, and in any event (including where amounting to a direct loss) for any lost profits or goodwill.

8.5 Indemnity

To the maximum extent permitted by Law, you must indemnify us against all Losses incurred by us in relation to:

- (a) any negligence by you in connection with any Job, the Platform or any GoFetch Services, or any breach of this agreement by you; or
- (b) any claim by any Fetcher against us in relation to any Job where you are the relevant Customer.

This indemnity may be enforced by us before and without incurring any expense or making any payment to any person.

9. GOFETCH GUARANTEE AND LIABILITY

If:

- (a) you provide us with:
 - (i) reasonable evidence that the Delivery Item was damaged, lost or stolen while in transit between the pick up point and drop off point (as described in the Job Description); and
 - (ii) reasonable evidence of the cost of replacing or (where relevant) making good the damage to the Delivery Item (whichever is less);
- (b) you comply with the Dispute Resolution Policy and the Fetcher does not fully compensate you for the damage or loss; and
- (c) the Delivery Item is not a Prohibited Item,

then we will pay you, by way of compensation, you the lesser of:

- (i) \$250; or
- (ii) the cost of replacing or (where relevant) making good the damage to the Delivery Item (whichever is less), minus the amount of any compensation paid to you by the Fetcher in relation to the damage or loss.

To the extent permitted by Law, our liability to you for or in relation to any Job, including any damage to, or loss or theft of, any Delivery Item is limited to the amount payable to you by us under this clause 9.

10. INSURANCE

Any offer to provide insurance in relation to a Job is offered by the relevant third party insurer and not by us. We merely provide the ability to obtain insurance as an optional additional service to you. A copy of the applicable terms of the insurance can be obtained on the Website. It is your responsibility to consider and decide if both the amount of the insurance, and the other terms and conditions upon which it is offered, are appropriate and sufficient for you.

It is also your responsibility to determine if you are required to obtain workers compensation insurance in relation to any Fetcher. We note that it would not ordinarily be required for a single one-off Job, but it is possible it could be required if you use the same Fetcher on a repeated frequent basis.

11. TERMINATION

Either you or we may terminate this agreement at any time by giving the other at least 5 Business Days prior notice. Our and your obligations:

- (a) in relation to any Job completed before the effective date of termination or any outstanding Standard GoFetch Contract as at the effective date of termination; and
- (b) under clauses 6, 7, 8, 9, 12, 13 and 16,

will survive the termination. In addition, your obligations to the relevant Fetcher under any outstanding Standard GoFetch Contract are not affected by any termination.

12. USE OF PLATFORM

12.1 Prohibited conduct

You must:

- (a) not use any Job, the Platform or any GoFetch Service for any illegal purpose or in connection with any illegal act; and
- (b) not do, or permit to be done, any act that could damage our reputation, or the reputation of the Platform.

12.2 Suspension and revocation

We may at any time, without prior notice, suspend or revoke your status as a registered Customer if:

- (a) you breach this agreement;
- (b) you breach any Standard GoFetch Contract with any Fetcher or are the subject of one or more complaints by any Fetcher;
- (c) we believe that you are likely to breach this agreement; or
- (d) we believe that you hold, or have previously held, any other registration as a Fetcher or Customer (whether in your own right or through or in co-operation with any other person) and have breached the relevant agreement with us or had the other registration revoked or suspended.

13. EXTERNAL SERVICES

The Platform may provide links to, or enable access to, third party services and websites (**External Services**). You agree and acknowledge that:

- (a) we are not the provider of any External Services;
- (b) use of an External Service may require that you accept additional terms;
- (c) any link or access to an External Service is provided solely as a convenience to you and we do not endorse any External Service and have not, and are not required to, examine or evaluate the content, accuracy, completeness, validity, legality, decency, quality, or any other aspect of any External Service; and
- (d) your use of any External Service is at your sole risk and, to the extent permitted by Law, we will have no liability to you in connection with any External Service or its use.

14. JOBS OUTSIDE PLATFORM

If you arrange any delivery jobs outside the Platform then this agreement does not apply to them and we are not liable for, or in relation to, them or the relevant Fetcher in any way. We discourage you from arranging jobs outside the Platform and note that the disadvantages of doing so include the following:

- (a) the practical benefits provided through the Platform are not available;
- (b) the Payment Facility (and the assurance it provides) cannot be used;
- (c) the GoFetch Guarantee (described in clause 9) does not apply; and
- (d) the option to obtain insurance is not available.

15. AMENDMENT

From time to time we may amend this agreement, the Standard GoFetch Contract, the Prohibited Items Policy or the Dispute Resolution Policy by notice to you via the Platform. Any such amendment will not take effect earlier than 10 Business Days after the date on which we notify you. If an amendment is not acceptable to you then you may terminate this agreement in accordance with clause 11.

16. NOTICES

Any notice given under this agreement by either party to the other must be in writing sent via the Platform, or by ordinary prepaid mail or email to the corresponding address below, unless either party notifies the other of a change of the relevant address.

| | |
|-----|--|
| You | Your current email or street address as registered with us. |
| Us | info@go-fetch.com.au Level 1, 237 Exhibition Street, Melbourne, Victoria 3000 |

17. MISCELLANEOUS

17.1 Independent contractors

The relationship between you and us is that of independent contracting parties and, except to the extent (if any) expressly stated in this agreement, no employment, agency, partnership or fiduciary relationship will arise as a result of this or any related agreement. You have no right, power or authority to bind us to any agreement, arrangement or understanding in any manner whatsoever.

17.2 Intellectual property

All intellectual property (including copyright) in the Platform, and anything provided to you in connection with this agreement or the Platform, will remain our property.

17.3 Applicable law

This agreement is to be construed according to, and is governed by, the Laws of Victoria. The parties submit to the non-exclusive jurisdiction of the courts in and of Victoria in relation to any dispute arising under this agreement.

17.4 Assignment and subcontracting

You may not transfer or assign your rights or obligations under this agreement to any other person. We may assign our rights, and subcontract our obligations, under this agreement.

17.5 Severance

If any provision of this agreement or its application to any person or circumstance is or becomes invalid, illegal or unenforceable then the provision will so far as possible be read down to the minimum extent necessary to ensure that it is not. If any provision or part of it cannot be so read down, then the provision or part of it will be deemed to be void and severable and the remaining provisions of this agreement will not be affected or impaired in any way.

17.6 Waivers

Any failure by any party to exercise any right under this agreement does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

17.7 Entire agreement

This agreement constitutes the entire agreement between you and us in relation to its subject matter. Any prior arrangements, agreements, representations or undertakings are superseded and, except as expressly provided, each party warrants that it has not relied on any arrangement, agreement, representation or understanding which is not expressly set out in this agreement or incorporated by reference.

Any GoFetch App made available to you, or downloaded by you, is licensed under its applicable user licence agreement. That agreement is separate from this agreement.

18. INTERPRETATION

18.1 Dictionary

In this agreement the following phrases have the following meanings:

Business Day means a day on which the major trading banks are open for ordinary business in Melbourne, excluding a Saturday, Sunday or any public holiday in Melbourne, Victoria.

Cancellation Fee means the corresponding fee calculated in accordance with the Price List.

Content means all information, data, documents, pictures, graphics, video, audio, text or other content, in each case in any form.

Customer means a person who has successfully registered with us as a Customer and has not had their registration suspended or revoked.

Delivery Fee means the fee (as stated in the relevant Job Description) payable by the Customer to the Fetcher for a Job.

Delivery Item means the item (or items) that is to be delivered by the Fetcher as part of a Job.

Dispute Resolution Policy means the process (and corresponding obligations) described in the document published by GoFetch from time to time with that title. At any given time you can obtain a copy on the Website of the version applicable at that time.

Fetcher means a person who has successfully registered with us as a Fetcher and has not had their registration suspended or revoked.

GoFetch or us means Go Fetch Co Pty Ltd ACN 605 466 546.

GoFetch Apps mean the mobile apps provided by us that, amongst other things, enable Customers to request Jobs, or Fetchers to accept Jobs.

GoFetch Services means all the services that we agree to provide, or in fact provide, to you under or in connection with this agreement, including the provision of the Platform and its functionality.

Job means a delivery job requested by a Customer via the Platform.

Job Description means the description of the Job provided via the Platform, including the description of:

- (a) the Delivery Item; and

- (b) the location and time window for the pick up and drop off points; and
- (c) the Delivery Fee.

Laws means all applicable laws, regulations, standards, codes, orders and directions, including those issued by any governmental authority.

Loss means any loss, damage, cost, interest, expense, fee, penalty, fine, forfeiture, assessment, demand, action, suit, claim, proceeding, cause of action, liability or damages incurred by a person, and includes legal costs on an indemnity basis and indirect or consequential losses.

Payment Facility means the facility provided by us via the Platform through which Customers can pay Fetchers for or in relation to Jobs.

Platform means the Website, GoFetch Apps and any other technology that we provide for you to use.

Price List means the price list displayed on the Website.

Privacy Policy means our privacy policy, as applicable from time to time. At any given time you can obtain a copy on the Website of the version applicable at that time.

Prohibited Item has the meaning given in the Prohibited Items Policy published by us from time to time with that title. At any given time you can obtain a copy on the Website of the version applicable at that time.

Standard GoFetch Contract means the standard form of agreement published by us from time to time with that title. At any given time you can obtain a copy on the Website of the version applicable at that time.

Unacceptable Content means any Content that:

- (a) is racist, hateful, violent, defamatory, harassing, abusive, threatening, malicious, inflammatory or otherwise objectionable;
- (b) is pornographic, sexually explicit, obscene or excessively profane;
- (c) is unlawful or encourages unlawful conduct;
- (d) is fraudulent, false, misleading or deceptive;
- (e) infringes, or encourages the infringement of, a third party's rights, including intellectual property, confidentiality or privacy rights;
- (f) contains any Virus;
- (g) amounts to commercial advertising of any other website, product or service; or
- (h) contains any link to any website that includes any of the above types of content.

us means Go Fetch Co Pty Ltd ACN 605 466 546.

Virus means any computer program, virus or other code that is harmful, destructive, disabling or which assists in or enables theft, alteration, denial of service, unauthorised access to or disclosure, destruction or corruption of information, data or software.

Website means our website at www.go-fetch.com.au

18.2 Rules of interpretation

In this agreement:

- (a) **Gender.** Words importing any gender include the other genders.
- (b) **Headings.** Headings will be ignored in construing this document.
- (c) **Inclusive Terms.** Use of inclusive terms such as “includes” or “including” will be read as “includes, without limitation” or “including, without limitation”.
- (d) **Numbers.** Words importing the singular include the plural and vice versa.
- (e) **Persons.** References to persons include corporations.
- (f) **Writing.** References to writing include any mode of representing or reproducing words in visible form, and include email transmissions.