

Licence Now Pty Ltd Terms and Conditions

Welcome to Licence Now! We provide a platform where driving instructors (**Instructors**) and learner Instructors (**Learners**) can connect and transact (**Platform**).

In these Terms, when we say **you** or **your**, we mean both you and any entity you are authorised to represent (such as your employer). When we say **we**, **us**, or **our**, we mean Licence Now Pty Ltd (ACN 48 673 484 298).

These Terms form our contract with you, and set out our obligations as a service provider and your obligations as a user. You cannot use our Services unless you agree to these Terms. **The obligations in these Terms apply equally to Instructors and Learners, unless we state otherwise.**

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning at the end of these Terms.

For questions about these Terms, or to get in touch with us, please email: help@licencenow.com.au

OUR DISCLOSURES

Please read these Terms carefully before you accept. We draw your attention to:

- our privacy policy (on our website) which sets out how we will handle your personal information;
- clause 1.6 (Variations) which sets out how we may amend these Terms; and
- clause 13 (Liability) which sets out exclusions and limitations to our liability under these Terms.

We may receive a benefit (which may include a referral fee or a commission) should you visit certain third party websites through a link on our Platform, or for featuring certain goods or services on our Platform.

These Terms do not intend to limit your rights and remedies at law, including any of your Consumer Law Rights.

1. Platform Licence and Term

- 1.1 These Terms apply from the earlier of when you sign up for an Account or the date these Terms are signed by the last of the Parties, until the date on which your Account is terminated in accordance with these Terms. We grant you a right to use our Services for this period of time only.
- 1.2 **For Learners:** You must be at least 16 years old to use our Platform and have a valid Australian learner or drivers licence (or equivalent permit in the Learner's jurisdiction) or higher or have the authorisation of a parent or guardian to enter into these Terms.
- 1.3 **For Instructors:** You must be at least 18 years old to use our Platform and have a: (a) valid unrestricted Australian Instructors' licence; (b) valid driving instructor licence (or any permit required in the Instructor's jurisdiction to teach another person to drive; (c) a valid working with children check; (d) national police criminal history check; and (e) any other accreditation requirements we reasonably request or required by law.

Platform Licence

- 1.4 While you have an Account, we grant you a right to use our Platform (which may be suspended or revoked in accordance with these Terms). This right cannot be passed on or transferred to any other person.
- 1.5 You must not:
- (a) access or use our Platform in any way that is improper or breaches any laws, infringes any person's rights (for example, intellectual property rights and privacy rights), or gives rise to any civil or criminal liability;
 - (b) interfere with or interrupt the supply of our Platform, or any other person's access to or use of our Platform;
 - (c) introduce any viruses or other malicious software code into our Platform;
 - (d) attempt to access any data or log into any server or account that you are not expressly authorised to access;
 - (e) use our Platform to send unsolicited electronic messages;
 - (f) use dating mining, robots, scraping or other data gathering and extraction tools on our Platform; or
 - (g) access or use our Platform to transmit, publish or communicate material that is, defamatory, offensive, abusive, indecent, menacing, harassing or unwanted.
- 1.6 **Variations:** We may amend these Terms at any time, by providing written notice to you. By clicking "I accept" or continuing to use our Platform after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment, you may close your Account with effect from the date of the change in these Terms by providing written notice to us. If you close your Account, you will no longer be able to access our Services (including our Platform) on and from the date of cancellation.

2. Platform Summary

- 2.1 We provide our Platform to facilitate bookings between Learners and Instructors for driving lessons (**Lesson**). We only

provide our Services (including our Platform) and are not a party to any transaction between Instructors and Learners in relation to a Lesson (see the "Our Services" section below for more information about the services we provide to you). Learners acknowledge and agree that an Instructor is not our employee or contractor and the relationship between Learner and Instructor for the provision of the Lesson is a matter solely between Learner and Instructor.

- 2.2 Instructors may publish their Lesson availability on our Platform calendar. An Instructor must create an Account in order to publish their availability. Instructors must provide an accurate and complete description of the Lesson they wish to provide (**Lesson Listing**), including the fees for the Lesson (**Lesson Price**).
- 2.3 Learners wanting to purchase Lessons in a Lesson Listing must create an Account and may request to purchase a Lesson by sending a request through our Platform.
- 2.4 Instructors must include all additional terms and conditions relating to their Lesson in the relevant Lesson Listing. By making payment of the Lesson Price, Learners accept the additional terms and conditions in the Lesson Listing.
- 2.5 All monies paid for the Lesson Price by Learners will be held by our third-party payment processor, and will be distributed to Instructors (less any amounts to be deducted in accordance with these Terms) once the relevant Lesson has been supplied and within 5 days of the Lesson being completed, the Instructors has provided us notification. Instructors will only be paid the Lesson Price where Learners have made payment and the Lesson is complete.
- 2.6 Learners may book multiple Lessons at once and be entitled to a package Lesson discount (**Discount**). The Discounts available are set out on our Platform.
- 2.7 We do not endorse or approve, and are not responsible for, any Lessons not provided by us. We may, at any time (at our sole discretion), remove any Lessons, including where a Lesson: (a) is illegal or offensive; or (b) contains graphic, inappropriate or unlawful content.
- 2.8 In consideration for providing our Platform, we will charge a service fee to Instructors as set out on our Platform (**Service Fee**). We will deduct the Service Fee and any third-party payment processing fees from the Lesson Price paid by Learners.

For Instructors Only

- 2.9 By posting a Lesson Listing, you represent warrant and agree that you are legally entitled to and capable of supplying the Lesson described in the Lesson Listing.
- 2.10 You must have appropriate insurance to cover the Lesson that you offer through our Platform as well as ensure that your vehicle is fully registered, roadworthy and safe at all times. We may request that you provide us with evidence of your insurance cover, registration and relevant roadworthy certifications. Where we do so, we are not confirming that the insurance you have is sufficient or suitable for the Lessons you offer. If we do not ask you to provide evidence of insurance, this does not indicate that we believe you do not require insurance. You acknowledge and agree that it is your responsibility to make your own investigations and receive professional advice on the insurance you require.
- 2.11 You must comply with all applicable work health and safety laws and you are responsible for your own safety, as well as the safety of any third parties who are present while you are providing driving lessons and you must take all reasonable steps to manage and mitigate all risks associated with the use of your vehicle.
- 2.12 You grant us a non-exclusive, irrevocable, royalty-free, sublicensable and transferable licence for the duration that your Lesson is available on our Platform, to host your Lessons on our Platform for the purpose of making your Lessons available to Learners.
- 2.13 You must abide by our Code of Conduct as attached to these Terms.

For Learners only

- 2.14 Once a Lesson is made, you agree to:
 - (a) arrive punctually at the Lesson at the time and location organised between you and Instructor;
 - (b) follow the Instructor's reasonable instructions during the Lesson;
 - (c) act in accordance with all laws when driving with an Instructor and ensure to drive safely and avoid endangering people or property; and
 - (d) not use a mobile phone while driving with an Instructor for the duration of a Lesson.
- 2.15 You must abide by our Code of Conduct as attached to these Terms.

3. Our Services

- 3.1 We provide the following services to you:
 - (a) access to our Platform; and
 - (b) access to our troubleshooting support (**Support Services**),(collectively, our **Services**).
- 3.2 If you require Support Services, you may request these by getting in touch with us through our Platform.

- 3.3 Unless we agree otherwise, Support Services cannot be used to support any other products or services, and does not include training, installation of software or hardware, software development or the modification, deletion or recovery of data or any on-site services.
- 3.4 We will not be responsible for any other services unless expressly set out on in these Terms or on our Platform.
- 3.5 **Additional Services:** If you require additional services, we may, in our sole discretion, provide such additional services (to be scoped and priced in a separate contract provided by us).
- 3.6 **Beta Services:** If we provide you with access to any new or beta services, you acknowledge that because of the developmental nature of such services, you use them at your own risk and we have no obligation to maintain or provide error corrections. Any new or beta services we provide you with access to are for evaluation purposes only and not for production use, and we may discontinue those services at any time at our sole discretion.

4. Account

- 4.1 Accounts for Instructors and Learners are different, and you must choose the correct Account based on how you want to use our Platform. Instructors who also want to purchase Lessons must create a separate Account for that purpose, and vice versa.
- 4.2 You may invite Authorised Users to access and use our Services under your Account. Each of your Authorised Users will require a login (which is linked to your Account), in order to access and use our Platform. You are responsible for ensuring that your Authorised Users comply with these Terms. You may change who your Authorised Users are at any time through your Account, and what access rights or permissions they have when using our Platform. Any limitations on the number of Authorised Users you can have will be set out in your Account or on our Platform.
- 4.3 While you have an Account with us, you agree to (and to ensure your Authorised Users agree to):
- (a) keep your information up-to-date (and ensure it remains true, accurate and complete);
 - (b) keep usernames and passwords secure and confidential, and protect them from misuse or being stolen; and
 - (c) notify us if you become aware of, or have reason to suspect, any unauthorised access to your Account or any logins linked to your Account.

Identity Checks – For Instructors Only

- 4.4 Before you can have an Account, you must pass our identity verification process (**Identity Check**). We may conduct this process ourselves or through a third party.
- 4.5 You agree to co-operate with us in carrying out the Identity Check, including by providing us with any Personal Information necessary to complete this process (such as your name, proof of address, and proof of identity). Where we have engaged a third party to carry out the Identity Check, you consent to us disclosing your Personal Information to that third party for this purpose.

Verifications

- 4.6 Instructors who pass an Identity Check will be permitted to use a verification symbol on our Platform (**Verified Status**). By allowing Instructors to operate with Verified Status, we are not guaranteeing or endorsing that Instructors will not engage in misconduct, and Learners Instructor should do their own due diligence before doing business with Instructors.

5. Payments

- 5.1 You must pay all amounts due under these Terms in accordance with these Terms or as set out on our Platform (as applicable).
- 5.2 You must not pay, or attempt to pay, any fees due under these Terms or as a result of your use of our Services by fraudulent or unlawful means. If you make payment by debit or credit card, you must be the authorised card holder. If payment is made by direct debit, by providing your bank account details and accepting these Terms, you authorise our nominated third-party payment processor to debit your bank account, and you confirm that you are either the holder or an authorised signatory of that bank account.
- 5.3 We may pre-authorise or charge your payment method for a nominal amount to verify the payment method.
- 5.4 **Late Payments:** If any fees due to us under these Terms or as a result of your use of our Services are not paid on time, we may:
- (a) suspend your access to our Services (including access to our Platform); and
 - (b) charge interest on any overdue payments at a rate equal to the Reserve Bank of Australia's cash rate, from time-to-time, plus 2% per annum, calculated daily and compounding monthly.

- 5.5 **Taxes:** You are responsible for paying any levies or taxes associated with your use of our Services, for example sales taxes, value-added taxes or withholding taxes (unless we are required by law to collect these on your behalf).

6. Promotions

- 6.1 We may from time-to-time offer various promotions on our Platform (**Promotions**). Promotions may include, but are not limited to, issuing promotional discount codes, complimentary items, and other promotional activities as we deem appropriate. The conditions of use and details relating to the type of Promotion (including how to claim or participate in a

Promotion) will be set out on our Platform. We may, in our sole discretion offer Promotions exclusively to Learners or Instructors respectively.

7. Reviews

For Learners Only

- 7.1 You may review your experience with Instructors on our Platform (**Review**). We may remove Instructors from our Platform (in our sole discretion) who receive a high number of negative Reviews.
- 7.2 You agree to provide true, fair and accurate information in your Review. If we consider that your Review is untrue, unfair, inaccurate, offensive or inappropriate, we may delete the Review or ban you from posting further Reviews. We do not undertake to review each Review. To the maximum extent permitted by law, we are not responsible for the content of any Review.
- 7.3 You may only write a Review about your own experience. You must not write a Review about another person's experience.
- 7.4 If you have been offered an incentive (such as a gift, reward, discount or payment) for leaving a Review, you should include information about this in your Review.
- 7.5 You must not disclose any Personal Information in your Review.

8. Communication and Non-Circumvention

- 8.1 Instructors and Learners may communicate privately outside of the Platform for purposes directly related to scheduled Lessons.
- 8.2 Instructors and Learners must not, whether directly or indirectly:
 - (a) use our Platform to obtain each other's contact details;
 - (b) communicate outside of the Platform; or
 - (c) enter into any separate arrangement,for the purpose of circumventing any fees payable to us for the use of our Platform and our Services or circumventing these Terms generally.
- 8.3 Instructors and Learners are specifically prohibited from:
 - (a) arranging or providing driving lessons;
 - (b) scheduling future lessons; or
 - (c) engaging in any services the same or similar to the Services offered through our Platform,with existing users of the Platform outside of the Platform for a period of 12 months from their last interaction on the Platform.
- 8.4 Any breach of this clause may result in immediate termination of access to the Platform and Services.
- 8.5 By using the Platform, both Instructors and Learners agree to report any attempts to circumvent these Terms to us immediately.

9. Availability, Disruption and Downtime

- 9.1 While we strive to always make our Services available to you, we do not make any promises that these will be available 100% of the time. Our Services may be disrupted during certain periods, including, for example, as a result of scheduled or emergency maintenance.
- 9.2 Our Services (including our Platform) may interact with, or be reliant on, products or services provided by third parties, such as cloud hosting service providers. To the maximum extent permitted by law, we are not liable for disruptions or downtime caused or contributed to by these third parties.
- 9.3 We will try to provide you with reasonable notice, where possible, of any disruptions to your access to our Services.

10. Confidential Information and Personal Information

- 10.1 While using our Services, you may share confidential information with us, and you may become aware of confidential information about us. You agree not to use our confidential information, and to take reasonable steps to protect our confidential information from being disclosed without our permission, and we agree to do the same for your confidential information. This also means making sure that any Authorised Users, employees, contractors, professional advisors or agents of ours or yours only have access to confidential information on a 'need-to-know basis' (in other words, the disclosure is absolutely necessary), and that they also agree to not misuse or disclose such confidential information.
- 10.2 However, either you or we may share confidential information with legal or regulatory authorities if required by law to do so.
- 10.3 We collect, hold and disclose and use any Personal Information you provide to us in accordance with our privacy policy, available on our website, and applicable privacy laws.
- 10.4 You must only disclose Personal Information to us if you have the right to do so (such as having the individual's express consent).

- 10.5 Instructors and Learners must not disclose Personal Information about each other to third parties unless authorised by these Terms or by law.
- 10.6 We may need to disclose Personal Information to third parties, such as our related companies or our service providers (for example, IT and administrative service providers and our professional advisors). As part of our Services, we will also need to disclose information about Learners to Instructors, and vice versa, so that they can connect and transact.
- 10.7 Where we are required by law to report on our activities, you acknowledge that from time to time we may request certain information from you in order to meet our requirements, and you agree to provide us with such information within the timeframes reasonably requested by us.

11. Consumer Law Rights

- 11.1 In some jurisdictions, you may have guarantees, rights or other remedies provided by law (**Consumer Law Rights**), and these Terms do not restrict your Consumer Law Rights. We will only be bound by your Consumer Law Rights and the express wording of these Terms. Our liability for a breach of your Consumer Law Rights is, unless the laws of your jurisdiction state otherwise, limited to either resupplying our Services, or paying the cost of having our Services resupplied.
- 11.2 Subject to your Consumer Law Rights, we do not provide a refund for a change of mind or change in circumstance.
- 11.3 If you accept these Terms in Australia, nothing in these Terms should be interpreted to exclude, restrict or modify the application of, or any rights or remedies you may have under, any part of the Australian Consumer Law (as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)).
- 11.4 Learners may have Consumer Law Rights in respect of Lessons offered by Instructors.

Cancellations and Refunds between Instructors and Learners

- 11.5 Instructors agree to deal with the cancellation or refund of Lessons in accordance with our refund policy set out below:

Refund Policy

Learner Cancellation / Reschedule

- 11.6 If the Learner cancels or reschedules a Lesson:
 - (a) more than 24 hours before a Lesson start time, the Learner's account will be credited the Lesson Price of that cancelled or rescheduled Lesson;
 - (b) less than 24 before a Lesson start time or does not attend a Lesson, the Instructor is entitled to charge the full Lesson Price to the Learner (**Cancellation Fee**).
- 11.7 The Learner acknowledges and agrees that the Cancellation Fee is a genuine pre-estimate of the Instructor's and our losses arising from the cancellation or rescheduling.

Instructor Cancellation / Reschedule

- 11.8 If an Instructor cancels a Lesson at any time before that Lesson, the Learner may choose to replace the Lesson for an alternative Lesson on the Platform.
- 11.9 If a Learner cannot source an alternative Lesson on the Platform in accordance with clause 11.8, a Learner may elect for either:
 - (a) a full refund of the Lesson Fee; or
 - (b) a credit for the value of the Lesson Fee.

12. Intellectual Property and Data

- 12.1 We own all intellectual property rights in our Services (including our Platform). This includes how our Platform looks and functions, as well as our copyrighted works, trademarks, inventions, designs and other intellectual property. You agree not to copy or otherwise misuse our intellectual property without our written permission (for example, to reverse engineer or discover the source code of our intellectual property), and you must not alter or remove any confidentiality, copyright or other ownership notice placed on our Platform.
- 12.2 We may use any feedback or suggestions that you give us in any manner which we see fit (for example, to develop new features), and no benefit will be owed to you as a result of any use by us of your feedback or suggestions.

Your Data

- 12.3 We do not own any of Your Data, but when you enter or upload any of Your Data into our Platform, you grant us the right to access, analyse, backup, copy, store, transmit, and otherwise use Your Data while you have an Account with us (and for a reasonable period of time afterwards). We may use Your Data (or disclose it to third party service providers) to:
 - (a) supply our Services to you and your Authorised Users (for example, to enable you and your Authorised Users to access and use our Services), and otherwise perform our obligations under these Terms;
 - (b) diagnose problems with our Services;
 - (c) improve, develop and protect our Services;
 - (d) send you information we think may be of interest to you based on your marketing preferences;

- (e) perform analytics for the purpose of remedying bugs or issues with our Platform; or
 - (f) perform our obligations under these Terms (as reasonably required).
- 12.4 You acknowledge and agree that because of the nature of the internet, the processing and transmission of Your Data by us may occur over various networks, and may be transferred unencrypted.
- 12.5 You are responsible for (meaning we are not liable for):
 - (a) the integrity of Your Data on your systems, networks or any device controlled by you or your Authorised Users; and
 - (b) backing up Your Data.
- 12.6 When you use our Services, we may create anonymised statistical data from Your Data and usage of our Services (for example, through aggregation). Once anonymised, we own that data and may use it for our own purposes, such as to provide and improve our Services, to develop new services or product offerings, to identify business trends, and for other uses we communicate to you. This may include making such anonymised data publicly available, provided it is not compiled using a sample size small enough to make underlying portions of Your Data identifiable.
- 12.7 If you do not provide Your Data to us, it may impact your ability to receive our Services.

13. Liability

- 13.1 To the maximum extent permitted by law, we will not be liable for, and you release us from liability for, any Liability caused or contributed to by, arising from or in connection with:
 - (a) any aspect of the interactions between Instructors and Learners, including in relation to any Lessons and Lesson Listings;
 - (b) your computing environment (for example, your hardware, software, information technology and telecommunications services and systems); or
 - (c) any use of our Services by a person or entity other than you or your Authorised Users.
- 13.2 Regardless of whatever else is stated in these Terms, to the maximum extent permitted by law:
 - (a) neither we or you are liable for any Consequential Loss;
 - (b) a party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the actions (or inactions) of the other party, including any failure by the other party to mitigate its loss;
 - (c) (where our Services are not ordinarily acquired for personal, domestic or household use or consumption) in respect of any failure by us to comply with relevant Consumer Law Rights, our Liability is limited (at our discretion) to supplying the Services again or paying the cost of having the Services supplied again; and
 - (d) our aggregate liability to you for any Liability arising from or in connection with these Terms will be limited to AU\$1,000.

14. Notice Regarding Apple

- 14.1 To the extent that you are using or accessing our Platform on an iOS device through a mobile application from the Apple App Store, you further acknowledge and agree to the terms of this clause. You acknowledge that these Terms are between you and us only, not with Apple Inc. (Apple), and Apple is not responsible for our Platform and any content available on our Platform.
- 14.2 Apple has no obligation to furnish you with any maintenance and support services with respect to our Platform.
- 14.3 If our mobile application fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price of the mobile application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the mobile application and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our responsibility.
- 14.4 Apple is not responsible for addressing any claims by you or any third party relating to our mobile application or your use of our mobile application, including but not limited to: (1) product liability claims; (2) any claim that our mobile application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.
- 14.5 Apple is not responsible for the investigation, defence, settlement and discharge of any third-party claim that our mobile application infringes that third party's intellectual property rights.
- 14.6 You agree to comply with any applicable third-party terms when using our mobile application.
- 14.7 Apple and Apple subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.
- 14.8 You hereby represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

15. Suspension and Termination

- 15.1 We may suspend your access to our Services where we reasonably believe there has been any unauthorised access to or use of our Services (such as the unauthorised sharing of login details for our Platform) or a failure to comply with these Terms (including our Code of Conduct). If we suspend your access to our Services, we will let you know within a reasonable time of doing so, and we will work with you to resolve the matter, or if it cannot be resolved, then we may terminate your Account and your access to our Services will end.
- 15.2 We may terminate these Terms (meaning you will lose access to our Services, including access to your Account) if:
- (a) you or your Authorised Users breach these Terms (or our Code of Conduct) and do not remedy that breach within 14 days of us notifying you of that breach;
 - (b) you or your Authorised Users breach these Terms and that breach cannot be remedied; or
 - (c) you experience an insolvency event (including but not limited to bankruptcy, receivership, voluntary administration, liquidation, or entering into creditors' schemes of arrangement).
- 15.3 You may terminate these Terms if:
- (a) we breach these Terms and do not remedy that breach within 14 days of you notifying us of that breach; or
 - (b) we breach these Terms and that breach cannot be remedied.
- 15.4 You may also terminate these Terms at any time by notifying us through your Account or to our email for notices (as set out in clause 16.9), and termination will take effect immediately.
- 15.5 Upon termination of these Terms:
- (a) we will retain Your Data (including copies) as required by law or regulatory requirements;
 - (b) for Instructors, their existing Lesson Listings will be removed and any purchased Lessons not yet provided will be cancelled (and Learners Instructor will be refunded accordingly); and
 - (c) for Learners, their purchased Lessons not yet provided will be honoured unless it is a requirement of the relevant Lesson that Learners are active users of our Platform (in which case a refund will be at the discretion of Instructors or the terms of the relevant Lesson Listing (if any)).
- 15.6 Termination of these Terms will not affect any other rights or liabilities that we or you may have.

16. General

- 16.1 **Assignment:** You may not transfer or assign these Terms (including any benefits or obligations you have under these Terms) to any third party without our prior written consent. We may assign or transfer these Terms to a third party, or transfer any debt owed by you to us to a debt collector or other third party.
- 16.2 **Disputes between Instructors and Learners:** We encourage Instructors and Learners to attempt to resolve disputes (including claims for refunds or remedies) directly and in good faith, either through our Platform or through external communication methods. In the event that a dispute cannot be resolved through these means, Instructors and Learners may choose to resolve the dispute through other means, such as mediation. We are not responsible for mediating or resolving disputes between Instructors and Learners.
- 16.3 **Disputes with Licence Now:** Neither we or you may commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) unless we and you first meet (in good faith) to resolve the Dispute. Nothing in this clause will operate to prevent us or you from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
- If the Dispute is not resolved at that initial meeting:
- (a) where you are resident or incorporated in Australia, refer the matter to mediation, administered by the Australian Disputes Centre in accordance with Australian Disputes Centre Guidelines for Commercial Mediation; or
 - (b) where you are not resident or incorporated in Australia, refer the matter to arbitration administered by the Australian Centre for International Commercial Arbitration, with such arbitration to be conducted in Perth, Western Australia, before one arbitrator, in English and in accordance with the ACICA Arbitration Rules.
- 16.4 **Events Outside Our Control:** We will not be liable for any delay or failure to perform our obligations (including our Services), if such delay or failure is caused or contributed to by an event or circumstance beyond our reasonable control.
- 16.5 **Governing law:** These Terms are governed by the laws of Western Australia, and any matter relating to these Terms is to be determined exclusively by the courts in Western Australia and any courts entitled to hear appeals from those courts.
- 16.6 **Illegal Requests:** We reserve the right to refuse any request for or in relation to our Services that we deem inappropriate, unethical, unreasonable, illegal or otherwise non-compliant with these Terms.
- 16.7 **Marketing:** You agree that we may send you electronic communications about our products and services. You may opt-out at any time by using the unsubscribe function in our electronic communications.
- 16.8 **Nature of Legal Relationship:** These Terms do not create, and should not be interpreted so as to create, a partnership, joint venture, employment or agency relationship between us and you.

- 16.9 **Notices:** Any notice you send to us must be sent to the email set out at the beginning of these Terms. Any notice we send to you will be sent to the email address registered against your Account.
- 16.10 **Survival:** Clauses 10 to 16 will survive the termination or expiry of these Terms.
- 16.11 **Third Party Sites:** Our Platform may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations in relation to the suitability of those websites. If you purchase goods or services from a third party website linked from our Platform, those goods or services are being provided by that third party, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third party websites through a link on our Platform, or for featuring certain goods or services on our Platform. We will make it clear by notice to you which (if any) goods or services, or website links, we receive a benefit from by featuring them on our Platform.

17. Definitions

- 17.1 In these Terms:

Account means an account accessible to the individual or entity who signed up to our Services, under which Authorised Users may be granted with access.

Authorised User means a user that you have invited to use the Platform through your Account.

Consequential Loss includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us any amounts for access to or use of our Services (including our Platform) will not constitute "Consequential Loss".

Lesson has the meaning given in clause 2.1.

Lesson Listing has the meaning given in clause 2.2.

Lesson Price has the meaning given in clause 2.2.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or us or you or otherwise.

Personal Information means any information or opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, and whether the information or opinion is recorded in a tangible form or not.

Platform means our cloud-based platform that we provide you with access to as part of the Services.

Services means the services we provide to you, as detailed in clause 3.1.

Your Data means the information, materials, logos, documents, qualifications and other intellectual property or data supplied by you and your Authorised Users when receiving our Services or stored by or generated by your use of our Services, including any Personal Information collected, used, disclosed, stored or otherwise handled in connection with our Services. Your Data does not include any data or information that is generated as a result of your usage of our Services that is a back-end or internal output or an output otherwise generally not available to users of our Services.

Code of Conduct

Licence Now Pty Ltd (ACN 48 673 484 298) (we, us or our), is providing you with access to our booking platform where learners can connect and transact with driving instructors (**Services**). You, our property, instructors and any staff have the right to be treated with courtesy and respect. We also strive to provide a professional and comfortable learning environment. To ensure the safety and comfort of all our learners and instructors, we require all our clients to comply with this Code of Conduct. This Code of Conduct applies to all interactions that you have with us when receiving the Services, irrespective of whether the Services are being delivered via our Platform or in our instructors' vehicles.

Code of Conduct

You agree that you will, at all times when receiving our Services:

- a) use our Services for personal driving instruction and learning only, and refrain from any commercial use or activities without our prior written consent;
- b) book and pre-pay via our Platform;
- c) behave in a lawful manner and in compliance with all applicable laws including complying with all relevant traffic laws, regulations, rules, policies and guidelines;
- d) treat users of the Services with courtesy and respect at all times; and
- e) comply with all reasonable instructions given by your driving instructor.

You must not:

- a) request our Services without a valid booking;
- b) bring any animals into any instructor's vehicles (except for service animals);
- c) engage in any conduct which is offensive, discriminatory, abusive, threatening or inappropriate towards another person;
- d) take risks or behave in a dangerous manner or a manner likely to cause harm to yourself, another person, or the property of another person;
- e) make threats (in any way and in any form) to the safety or wellbeing of any person;
- f) destroy or damage property or the property of any third party or allow any one in your custody or control to destroy or damage our property;
- g) engage in any actions or use any words (whether oral or written) that are verbally, physically, sexually or psychologically abusive. This includes any spitting, hitting, pushing, shoving, yelling, suggestive staring or sexual gestures, and any unwanted or inappropriate physical or social contact; and
- h) comment on the physical, cultural, political, religious or sexual inclinations of another person or display to any person any images or videos which are of an inappropriate or sexual nature (including pornography), violent or which incite discrimination, violence or hatred towards another person.

While you are receiving the Services or are otherwise on our premises, you must not have in your possession any weapon, chemical or toxic substances including guns, knives, ammunition or chemicals or any alcohol, drugs, or any other addictive substances. Alcohol consumption, smoking or vaping is not permissible while receiving or providing the Services. Any user of the Services reserves the right to cease proceeding with a driving lesson to intoxicated individuals for their safety

Breaching this Code of Conduct

If you breach this Code of Conduct, we may (in our absolute discretion):

- a) warn you that we will immediately end Services if you do not or cease breaching this Code of Conduct; and
- b) end Services and refuse you access to the Platform if you do not cease breaching this Code of Conduct or we, or any other individual feel unsafe at any time.

We may also take further action against you which may include:

- a) a verbal or written warning that we will cease the Services if the conduct continues;
- b) termination of your Terms of service and cessation of all Services;
- c) making a police report;
- d) the institution of civil action for damages caused by you; or
- e) such other action as we deem appropriate in the circumstances.

You understand and agree that failure to comply with this Code of Conduct may result in us terminating our Terms of service with you. You may also be personally liable for conduct engaged in by you contrary to this Code of Conduct.

Amendments

We may, at any time and at our discretion, vary this Code of Conduct by publishing the amended Code of Conduct on our website. We recommend you check our Platform and website regularly to ensure you are aware of our current Code of Conduct.

For any questions or notices, please contact us at:

Licence Now Pty Ltd (ACN 48 673 484 298)

Email: help@licencenow.com.au

Last update: 23 October 2024