

## **USER PRICE AND DRIVER DRIVE**

And that's the concept we are working on.

For example

John needs a taxi. He wants to go to Melbourne airport from Melbourne central. Now in our app it will show how much does it cost that trip on ride share and cost on a taxi. Then he can decide travelling on his offered price and send a request to get a taxi. Whoever wants to do that job, can accept it. In the offer or in the accept screen it will show trip cost on ride share and trip cost in taxi. ETA, distance and duration of the destination. Exchange each other details to contact. There are some extra charges apply like selecting specific vehicle, travelling on a toll road, waiting, detour.

TAXI GURU MELBOURNE We do not recognise the taxi meter or company pricing policy. The price will be shown on our app based on regular company pricing or meter reading, does not apply surge pricing, the different tariff on the taxi meter, any kind of discounted rates, any special offer. Simply our shown pricing based on calculations, not based on circumstances.

***And TAXI GURU MELBOURNE is not liable for any price quote given.***

We believe in affordable and consideration pricing

### ***Agreement between Driver and Taxi Guru Melbourne***

Thank you for your consideration to become a driver on our platform.

These are our relevant general terms and conditions that apply to your visit to and your use of our website at [www.taxiguru.org.au](http://www.taxiguru.org.au) and our Services and Application as well as to all information, recommendations and services provided to you on or through our application, website and it's related services.

### ***PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING OUR APPLICATION AND RELATED SERVICES.***

Your contracting party is Taxi Guru Melbourne ABN 4098 4754 951.

TAXI GURU MELBOURNE, provides you with the Services, Application and Website.

TAXI GURU MELBOURNE is a Taxi Booking service app for a taxi cab through the use of an application supplied by us and downloaded and installed by you on your single mobile device. TAXI GURU MELBOURNE connects BETWEEN TAXI USER AND DRIVER for the taxi services. The Application allows you to track the taxi location and manage other functions. All services provided to you by means of you use of the Application.

***TAXI GURU MELBOURNE does not provide transportation services.***

***TAXI GURU MELBOURNE facilitates the formation and administration of travel arrangements between you and taxi users. By using our Services, you are acknowledging that TAXI GURU MELBOURNE is not providing you with transportation services and agreeing that TAXI GURU MELBOURNE has no responsibility or liability for any transportation services related matters between TAXI USER AND DRIVER.***

### ***General terms and condition***

By registering on our Application, you consent to the validity of these Terms and Conditions. Neither the registration nor the use of the complete spectrum of Services shall be possible without explicit consent to these Terms and Conditions.

We reserve the right to amend these Terms and Conditions at any time. Following such amendment, the continued use of our Services by you is subject to your consent to such amended terms and conditions. Yourp continued use of the Services following posting of any changes to this agreement constitutes acceptance of those changes. It is your responsibility to check this agreement periodically for changes. TAXI GURU MELBOURNE may also, in the future offer news services and/or features through the Services. Such new features and/or services shall be subject to these Terms and Conditions.

### ***Your agreement with us***

By using our service, you are entering into an agreement with us to be bound by these Terms and Conditions. In order to be able to first use our Services, you first need to download the app from app store to sign up with us. When signing up, you are obliged to provide us required documents for communication and identification purposes. Upon successful completion of your signing up with us, you will be able to use our app.

When you are using our app to provide services to users, you are agreeing that

You are working on your own log in as the taxi plate number, mobile number and your driver accreditation number must match with our data base. If any changes you must notify us before you log in to the app. And users would be notified with those details to travel in the safe manner.

Your payments systems are in working order for electronic payments and you have enough cash for the exchange if its required. Your taxi is in sound mechanical conditions to transport people. You are in a sound conditions to work as passengers have the right to refuse the trip or ask for refund for the uncompleted trip due to poor conditions of the vehicle or driver or both.

**Misuse of identity log in result in permanently delete you as our driver. We are taking identification matters seriously and it could result in reporting to CPV and may involve further legal matters.**

### ***Payment***

The use of our Services there is fees payable. Those fees are as follows.

(We are holding that bond as a security of paying Government levy on each trip, if any fare dispute and approx charges for job dispatch fees)

***Every trip we will charge you \$2 and invoice will be sent to your app profile.***

(Government levy \$1.10 included)

We reserve the right to change the fees for the use of our Services. If we decide to introduce such a fee, we shall inform you accordingly and allow you to either continue or terminate using our Services.

We may ask your payment details like credit cards to charge you the service fees on weekly basis or auto top up or you can pay to our payID or you can pay in person at our Thomastown office. And it's your responsibility to pay your invoice according to the due time shown. Or your service will be off-line. Any payment made is non-refundable. Any invoice due more than 2 weeks result in the cancellation of your service and all related terms and debt collection may proceed and you will be liable to pay all related cost.

But if there is a dispute about the charges then We will try our level best to solve.

### ***Things to know for serving users***

Charges to taxi users are based on the government regulated metered fares or agreed fare and any tolls, waiting time, detour charges that may apply. users agreed to pay an additional service fee of 5% for paying by cards. This charge will be added to taxi fare at the time of transactions. Our fare policies are as follows at the time of booking a taxi by our app.

You can book the taxi according to government regulated mater or you can make an offer.

If you are paying by cabcharge/taxi vouchers/M40 as the government subsidy then using taxi meter is a must, otherwise taxi driver cannot process the payments.

There are extra charges for choosing different types of taxi services like selecting maxi taxi.

On agreed or offer fare there will be extra charges for tolls for travelling on the toll's road according to the taxi toll charges. Waiting charges apply \$1 per minutes like drive through facilities. Detour charges apply \$2 per kilometre. Selecting vehicle charges apply \$10 for maxi taxi/luxury.

### ***Links to Third Party Sites***

The TAXI GURU MELBOURNE Services may contain links to other Websites ("Linked Sites"). The Linked Sites are not under the control of TAXI GURU MELBOURNE and TAXI GURU MELBOURNE is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. TAXI GURU MELBOURNE is not responsible for webcasting or any other form of transmission received from any Linked Site. TAXI GURU MELBOURNE is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by TAXI GURU MELBOURNE of the site or any association with its operators.

Please note that these other websites may send their own cookies to users, collect data or solicit personal information, and you are therefore advised to check the terms of use or produce policies on those websites prior to using them.

### ***No Unlawful or Prohibited Use***

You warrant that the information you provide to us is accurate and complete. We are entitled at all times to verify the information that you have provided and to refuse the Service without providing reasons.

You may only access the Service using authorised means. It is your responsibility to check to ensure you download the correct Application for your device. We are not liable if you do not have a compatible mobile device or you download the wrong version of the Application for your mobile device. We reserve the right to terminate the Service and the use of the Application should you be using the Service or Application with an incompatible or unauthorised device.

As a condition of your use of the Services, you warrant to us that you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner which could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services. You will only use the Services or download the Application for your sole, personal use and will not resell it to a third party. You will keep secure and confidential your account password or any identification we provide you which allows access to the Service.

TAXI GURU MELBOURNE reserves the rights to immediately terminate the Services and use of the Application should you not comply with any of the above rules.

### ***Use of Communication Services***

The Services may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, Communication Services), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.

Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.

Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.

Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.

Conduct or forward surveys, contests, pyramid schemes or chain letters.

Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such a manner.

Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.

Restrict or inhibit any other user from using and enjoying the Communication Services.

Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.

Harvest or otherwise collect information about others, including e-mail addresses, without their consent.

Violate any applicable laws or regulations.

TAXI GURU MELBOURNE has no obligation to monitor the Communication Services. However, TAXI GURU MELBOURNE reserves the right to review materials posted to a Communication Service and to remove any

materials in its sole discretion. TAXI GURU MELBOURNE reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason.

TAXI GURU MELBOURNE reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in TAXI GURU MELBOURNE's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. TAXI GURU MELBOURNE does not control or endorse the content, messages or information found in any Communication Service and, therefore, TAXI GURU MELBOURNE specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorised TAXI GURU MELBOURNE spokespersons, and their views do not necessarily reflect those of TAXI GURU MELBOURNE.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

### ***Term and termination***

The agreement between us and you are concluded for an indefinite period.

You are entitled to terminate the agreement at all times by permanent deletion of the Application installed on your smart phone, or closing down your user account thus disabling the use by you of the Application and the Service. And let us know about your termination then we will take necessary steps to close your account and refund your bond after adjustment with related fees with TAXI GURU MELBOURNE within 30 days of your notice from both side.

We are entitled to terminate the agreement at all times and with immediate effect (by disabling your use of the Application and the Service) if you:

violate or breach any term of these Terms and Conditions, or

in the opinion of us, misuse the Service. We are not obliged to give notice of the termination of the agreement in advance. After termination we will give notice thereof in accordance with these Terms and Conditions.

Materials Provided to TAXI GURU MELBOURNE or posted on the Website

TAXI GURU MELBOURNE does not claim ownership of the materials you provide to TAXI GURU MELBOURNE (including feedback and suggestions) or post, upload, input or submit to any Website or its associated services (collectively Submissions). However, by posting, uploading, inputting, providing or submitting your Submission you are granting TAXI GURU MELBOURNE, its affiliated companies and necessary sub licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. TAXI GURU MELBOURNE is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in TAXI GURU MELBOURNE's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

### ***Information for Personal, Non-Commercial Use Only***

You agree that information provided by to you by TAXI GURU MELBOURNE in connection with the Services is for personal use only and may not be sold, redistributed or used for any commercial purpose (this includes but is not limited to the use of Advertiser contact details for unsolicited commercial correspondence). You may download material from our Services for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from our Services including code and software. You must not use our Services for any purpose that is unlawful or prohibited by these terms of use.

You may not use data mining, robots, screen scraping, or similar data gathering and extraction tools on our Services for establishing, maintaining, advancing or reproducing information contained on our Services on your own website, application or in any other publication, except with our prior written consent.

## **Privacy**

You agree that TAXI GURU MELBOURNE may collect and use, personal information, technical data and related information – including but not limited to technical information about your device, system and application software and peripherals – that is gathered periodically to facilitate the provisions of software updates, product support, and other services to you (if any) related to the Services and to administer those Services. We may also use information to develop new products and services, attend to your enquiries, seek feedback, or tell you about other products or services offered by TAXI GURU MELBOURNE and its related companies. We may base this information as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

We will not use or disclose personal information about you for a purpose (the secondary purpose) other than the primary purpose of collection unless:

### ***both of the following apply:***

the secondary purpose is related to the primary purpose of collection and, if the personal information is sensitive information, directly related to the primary purpose of collection;

the individual would reasonably expect TAXI GURU MELBOURNE to use or disclose the information for the secondary purpose; or

the individual has consented to the use or disclosure; or

if the information is not sensitive information and the use of the information is for the secondary purpose of direct marketing:

it is impractical for TAXI GURU MELBOURNE to seek the individual's consent before that particular use; and

TAXI GURU MELBOURNE will not charge the individual for giving effect to a request by the individual to TAXI GURU MELBOURNE not to receive direct marketing communications; and

the individual has not made a request to TAXI GURU MELBOURNE not to receive direct marketing communications; and

in each direct marketing communication with the individual, TAXI GURU MELBOURNE draws to the individual's attention, or prominently displays a notice, that he or she may express a wish not to receive any further direct marketing communications; and

each written direct marketing communication by TAXI GURU MELBOURNE with the individual (up to and including the communication that involves the use) sets out TAXI GURU MELBOURNE's business address and telephone number and, if the communication with the individual is made by fax, telex or other electronic means, a number or address which TAXI GURU MELBOURNE can be directly contacted electronically.

The above operates in relation to personal information that TAXI GURU MELBOURNE has collected from a related body corporate as if TAXI GURU MELBOURNE's primary purpose of collection of the information were the primary purpose for which the related body corporate collected the information.

TAXI GURU MELBOURNE complete privacy policy can be found at [www.taxiguru.org.au](http://www.taxiguru.org.au)

## **Liability Disclaimer**

The information, software, products, and services included in or available through the Services may include inaccuracies or typographical errors. Changes are periodically added to the information. TAXI GURU MELBOURNE and/or its suppliers may make improvements and/or changes in the Services at any time. Advice received via the Services should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

TAXI GURU MELBOURNE and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the Services for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. TAXI GURU MELBOURNE and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

To the maximum extent permitted by applicable law, in no event shall TAXI GURU MELBOURNE and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Services, with the delay or inability to use the Services or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Services, or otherwise arising out of the use of the Services, whether based on contract, tort, negligence, strict liability or otherwise, even if TAXI GURU MELBOURNE or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Service, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Services.

Please contact us [www.taxiguru.org.au](http://www.taxiguru.org.au)

### ***Indemnification***

By accepting these terms and conditions and using the Services, you agree to indemnify and hold Taxi Guru Melbourne, its affiliates, its licensors, and each of their officers, directors, other users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including lawyer's fees and costs) arising out of or in connections with your use of the Services, including but not limited to your violation of these Terms and Conditions.

### ***Termination/Access Restriction***

TAXI GURU MELBOURNE reserves the right, in its sole discretion, to terminate your access to the TAXI GURU MELBOURNE Web Site and the related services or any portion thereof at any time, without notice. GENERAL To the maximum extent permitted by law, this agreement is governed by the laws of Australia and you hereby consent to the exclusive jurisdiction and venue of courts in Australia in all disputes arising out of or relating to the use of the TAXI GURU MELBOURNE Web Site.

### ***Copyright and Trademark Notices:***

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Nothing contained on this site should be construed as granting any licence or right of use of any trade mark displayed on the site without the express written consent of TAXI GURU MELBOURNE.

### ***Applicable Law***

These Terms and Conditions and all disputes arising in connection with these Terms & Conditions and/or with the use of the Services are governed by the laws of Australia.