

Membership terms of use

1. Formation

1.1 Acceptance

Welcome to GoGet, which is run by Carshare Australia Pty Ltd trading as GoGet (ABN: 39 102 892 679) of Suite 402, Level 4, 59 Goulburn St Sydney NSW 2000 (**GoGet, us or we**). These terms of use are to be read together with the online [Member Manual](#) (which contains important information regarding your account and use of GoGet vehicles. These terms of use together with the [Member Manual](#) constitute the agreement between you and GoGet (**agreement**). To the extent of any inconsistency between the documents these terms of use will prevail over the [Member Manual](#). By signing up to receive Services from us, you confirm you accept these terms and agree to be bound by them.

1.2 Term

- (a) This agreement will continue for a term of 1, 6 or 12 months depending on the Membership Plan you select (the **Initial Term**) except for approved corporate Member accounts which continue for the term agreed by the parties.
- (b) Your membership and this agreement will automatically renew for a period equivalent to the Initial Term (**Subsequent Term**) on expiry of the Initial Term, and thereafter on expiry of each Subsequent Term, unless set out in your Membership Plan or agreed otherwise.

2. Your membership

2.1 Setting up an account

In order to access or use the Services, you must sign up to become a Member and:

- (a) If you are an individual you must:
 - (i) provide us with:
 - (A) your contact details, including your phone number, address and email address;
 - (B) your PayPal account or nominated debit or credit card information (**Payment Facility**), unless we agree in writing otherwise or you are an Additional Driver in which case this information is not required; and
 - (C) any documents we reasonably request, including photo identification, passport, visas, proof of address and copies of a Driver's Licence (or Learner Driver's licence, as applicable), credit or debit cards;
 - (ii) be at least 18 years of age unless are an Additional Driver;
 - (iii) hold a current Driver's Licence (or Learner Driver's licence, as applicable);

- (iv) have no history of suspensions or cancellations of any Driver's Licence (or Learner Driver's licence, as applicable) held by you within the last 3 years, unless we consent in writing;
 - (v) not have been convicted of any criminal offence within the last 3 years, unless we consent in writing;
 - (vi) not suffer from any current medical conditions that may inhibit your ability or make it unsafe for you to operate a motor vehicle;
 - (vii) review and comply with the [Member Manual](#); and
 - (viii) set up a Membership account on the GoGet Site or by calling GoGet (unless you are an Additional Driver).
- (b) If you are a business you must:
- (i) Provide us with:
 - (A) A valid ABN or ACN;
 - (B) your PayPal account or nominated debit or credit card information (**Payment Facility**), unless we agree in writing otherwise;
 - (C) any documents we reasonably request;
 - (ii) be solvent;
 - (iii) review and comply with the [Member Manual](#); and
 - (iv) set up a Membership account on the GoGet Site or by calling GoGet (unless you are an Additional Driver).

We may accept or reject your application in our sole discretion, including if you fail to comply with this clause 2.1. If your application is accepted, you will be notified in writing.

2.2 **New Drivers and Learner Drivers**

- (a) are subject to additional fees per hour as set out in the [Member Manual](#).

2.3 **Information and security**

- (a) You acknowledge and agree that all information you provide us will be true, accurate, current and complete.
- (b) You:
 - (i) are solely responsible for maintaining the confidentiality and security of your account and Membership login details and all activities on or through your account; and

- (ii) will take all reasonable steps to prevent your Membership being used to gain unauthorised access or use of the Services.
- (c) You must notify us:
 - (i) as soon as reasonably practicable but no less than 48 hours before using a Vehicle if there is a change in your or your Additional Driver's circumstances that would affect your or your Additional Driver's eligibility to access the Services or if any of the information provided pursuant to clause 2.1 has changed or is incorrect; and
 - (ii) immediately of any unauthorised access or use of your Membership or account.
- (d) If we reasonably believe any information you provided us is incorrect or untrue or that there is any unauthorised access or use of your Membership or account, we may suspend your Membership.

3. Fees

3.1 Payment and invoicing

- (a) You must pay to us:
 - (i) the Application Fee, if applicable, unless agreed in writing otherwise;
 - (ii) the Membership Fee, if applicable, unless agreed in writing otherwise;
 - (iii) the relevant Booking Fees and the fees for Standard Damage Cover or Reduced Damage Cover, for you or any Additional Driver (as selected by you in accordance with clause 12.3); and
 - (iv) any applicable Ancillary Fees.

Unless otherwise indicated, the Application Fee, Membership Fees and Booking Fees are inclusive of GST.

- (b) Notwithstanding the above, the fees set out in clauses 3.1(a)(i) to (iii) may not apply to certain Membership Plans. See the Site for current Application Fee, Membership Fees and Booking Fees applicable to Membership Plans.
- (c) We may:
 - (i) store your Payment Facility information with a third party provider of payment gateway services; and
 - (ii) debit your Payment Facility for the fees.
- (d) To the extent such fees are not debited in accordance with clause 3.1(b), you must pay us within 5 days of the date of invoice.
- (e) We will invoice you in accordance with our billing terms set out on the Site.

- (f) If you fail to pay undisputed fees by the due date, we may charge interest on overdue amounts of 2% per month plus, all costs, fees, charges and disbursements (including collection agency commissions, and legal costs on a solicitor/client basis) incurred by GoGet in recovering any monies due to it by you or an Additional Driver pursuant to these terms.

3.2 Temporary Verification Fee and Pre-authorisation

- (a) We may charge you a temporary fee of up to \$1 (**Temporary Verification Fee**) to verify your payment details and that you are the cardholder. This may happen either as part of your Membership application process or if we suspect suspicious activity on your Membership account. If verification is required, we will send you a notice (via email, text or our app) confirming the Temporary Verification Fee has been charged to the payment details provided and such notice will set out the instructions on how to verify the amount of the Temporary Verification Fee. This process will verify that you are the cardholder. We will refund the Temporary Verification Fee within 5 Business Days of charging the Temporary Verification Fee.
- (b) You acknowledge and agree that:
 - (i) we may, on your registration as a Member and prior to each Vehicle booking, take a pre-authorisation of a specific amount as set out on the Site (based on your Membership Plan) of the available balance on your Payment Facility. The pre-authorisation can be used by us to pay for Ancillary Fees incurred by you (or by an Additional Driver) that are not paid by the due date or other fees owed to us; and
 - (ii) the pre-authorisation, if unused, will be released automatically within 30 days of completion of the booking. The date it is released is dependent on your Payment Facility.

3.3 Changes to the fees

We may:

- (a) reduce the Application Fee, Membership Fee or Booking Fee without notice; or
- (b) subject to your right to terminate in accordance with clause 11.2(a), increase the Membership Fee or Booking Fee on 30 days' notice to you, which will take effect on your next billing cycle.

3.4 Disputing the fees

If you dispute any fees, you must notify us of the dispute within 5 days of the charge and detail the nature and grounds of your dispute. GoGet will investigate your dispute and determine an outcome in its sole discretion. If you dispute GoGet's decision, the parties will follow the dispute resolution procedure in clause 15. This provision does not limit your rights in relation to the statutory guarantees provided under the Australian Consumer Law.

3.5 Refunds

In addition to any refund rights under the Australian Consumer Law, you will be entitled to a refund of:

- (a) the Application Fee, any pre-paid portion of the Membership Fee and/or any unused credit applied to your account under clause 9.1 (if applicable) if:
 - (i) we reject your application;
 - (ii) you terminate this agreement in accordance with clauses 11.2 or 16 (for termination under clauses 11.2(a) and 16 there will be no refund of the Application Fee as GoGet incurs costs to process applications); or
 - (iii) we otherwise agree;
- (b) any pre-paid portion of the Membership Fee for any Subsequent Term (if applicable), but not the Initial Term, and any unused credit applied to your account under clause 9.1 if you terminate this agreement in accordance with clause 11.1.
- (c) where you are entitled to a refund of any pre-paid portion of the Membership Fee in accordance with clause 3.5(b), such refund will be pro-rated over any Subsequent Term, within which notice of termination is given.

4. Additional drivers

4.1 Appointing additional drivers

Your Membership Plan may allow you to appoint a limited number of Additional Drivers to access the Services. To appoint an Additional Driver:

- (a) the Additional Driver must sign up to become a Member on our Site and agree to the terms of this agreement; and
- (b) you must pay the Application Fee for the Additional Driver (unless agreed otherwise).

We may in our sole discretion accept or deny any Additional Driver application or remove an Additional Driver from your Membership.

4.2 Liability for Additional Drivers

You are liable for the acts and omissions of an Additional Driver appointed by you and you indemnify GoGet from any Loss suffered or incurred by it arising out of or in connection with the acts and omissions of the Additional Driver as if they were your acts or omissions.

4.3 Learner drivers

You may appoint an Additional Driver that is a Learner Driver if (without limiting clause 4.1), they meet the Additional Driver account criteria set out in the [Member Manual](#). Learner Drivers are subject to additional fees per hour as set out in the [Member Manual](#).

4.4 Removing an additional driver

You may remove an Additional Driver from your Membership by giving us written notice. Removal of an Additional Driver will not relieve you of any liability accrued prior to such removal.

4.5 Obligations of additional drivers

As an Additional Driver you:

- (a) agree that if the Account Holder fails to make payment of any fees due and payable arising from your use of the Vehicle, you are liable to make such payments in accordance with clause 3 as if you were the Account Holder. This clause 4.5(a) does not apply to any Additional Driver under a business or corporate Membership Plan; and
- (b) waive any right you may have of first requiring GoGet to commence proceedings or enforce any right against the Account Holder or any other person, before making any claims or demands on you in accordance with this clause.

5. Booking

5.1 Making a booking

You must make and end a booking in accordance with the procedure set out in the [Member Manual](#). The booking gives you a conditional right to use the allocated Vehicle for the period booked by you, but this does not:

- (a) constitute a lease or rental agreement; or
- (b) entitle you to exclusive access, usage or possession of a Vehicle.

5.2 Extending a booking and late returns

If you cannot return the Vehicle to its Pod at the time agreed, you must:

- (a) if the Vehicle is not booked by another Member, extend the booking in accordance with the procedure set out in the [Member Manual](#); or
- (b) if the Vehicle is booked by another Member, contact us on <https://www.goget.com.au/contact-us/> immediately.

5.3 Additional fees

You will be charged additional fees if you access or use a Vehicle outside of your allocated booking time, including:

- (a) Booking Fees for the additional time of possession; and
- (b) [Ancillary Fees](#) or other fees reasonably incurred by GoGet as a result of your access or use of the Vehicle outside of your allocated booking time.

5.4 Cancelling a booking

- (a) You may cancel a booking within the cancellation period applicable to your Membership Plan as set out in the [Member Manual](#). If you cancel a booking after the cancellation period ends, you will be charged the full Booking Fee.
- (b)
 - (i) We may at any time, in our absolute discretion, change or cancel your booking, including by changing the duration of your booking, or repossessing, reclaiming or substituting a Vehicle.
 - (ii) If you are not given access to a replacement Vehicle or would prefer not to use the replacement Vehicle, you will be refunded the Booking Fee unless such cancellation or change (under clause 5.4(b)(i)) is due to your breach of this agreement.

5.5 Monitoring your use of the Vehicle

We monitor your use of our Vehicle via our on-board technology monitoring system and information we gather will be stored and used in accordance with GoGet's Privacy Policy. By using the Vehicle, you acknowledge and consent to the monitoring of the Vehicle.

6. Vehicle collection

6.1 Damage to the vehicle

At the commencement of your booking, you must inspect the Vehicle for Damage. If there is Damage you must follow the procedure set out in the [Member Manual](#).

6.2 Accessing the Vehicle

Any time you access or use a Vehicle, you must ensure that the Vehicle is locked with your Access Device when you are not inside or actively engaging with the Vehicle.

7. Vehicle return

7.1 Vehicle condition

Prior to expiry of a booking, you must:

- (a) return the Vehicle with the fuel tank a minimum quarter full;
- (b) return the Vehicle to the Pod in the same condition as when you collected it (such as ensuring the Vehicle is clean, empty of your personal belongings and that all documents and accessories remain in the Vehicle);
- (c) ensure the Vehicle is secured and locked with your Access Device (including ensuring doors, windows or sun roofs are closed or sealed securely and lights are switched off); and

- (d) for a Vehicle that uses a key, remove the Vehicle key from the ignition and ensure the key remains affixed within the Vehicle.

7.2 Pod not available

If you cannot return the Vehicle to its Pod you must follow the procedure set out in the booking confirmation email, and if no such email, in the [Member Manual](#). If you fail to return the Vehicle to its Pod (or other car space referred to in the booking confirmation or Member Manual), you may be charged Ancillary Fees.

8. Traffic fines and theft from the vehicle

8.1 Traffic fines

If a speeding, parking or other traffic infringement notice is issued as a result of the actions of you, an Additional Driver, or any party using the vehicle during your booking, this infringement will be processed and re-issued in your name by GoGet. You will be liable for the applicable fines and our reasonable fees for processing the fine.

8.2 Theft

GoGet is not responsible for personal property left in a Vehicle. We exclude all liability for any loss or theft from the Vehicle.

9. Refuelling

9.1 How to refuel

- (a) Your booking confirmation email, and if no such email, in the [Member Manual](#), sets out the refuelling requirements (including type of fuel) and electric charging requirements when using a Vehicle. You must refuel according to the refuelling requirements for each vehicle booked by you.
- (b) Each Vehicle is fitted with fuel cards for the purposes of refuelling the Vehicle at selected petrol stations. You must refuel using the fuel cards unless they are missing or not functioning.
- (c) If fuel cards are missing or not functioning, you must pay to correctly refuel the Vehicle and you:
 - (i) may seek reimbursement for such costs by submitting to GoGet (via <https://www.goget.com.au/contact-us/>) within 30 days of the date of refuel a written request for reimbursement of the fuel with a copy of your receipt for the fuel showing the date and time, purchase location, type of fuel, volume of fuel purchased, the ABN of the seller and the amount paid for the fuel; and
 - (ii) must contact us on <https://www.goget.com.au/contact-us/> immediately to inform us of the missing card or non-functioning card.
- (d) Costs to be reimbursed to you by GoGet under this clause 9.1 will be applied by setting-off any present or future fees or charges owed by you to GoGet unless agreed in writing otherwise.

9.2 Failure to refuel or running out of fuel

If you breach clause 9.1 or run out of fuel during your booking:

- (a) you may be charged:
 - (i) Ancillary Fees; and
 - (ii) fees and charges associated with the repair, servicing, storage, towing and retrieval of the Vehicle together with the fees associated with reasonable loss of utilisation or non-return of vehicle.
- (b) you will not be refunded any Booking Fee.

10. Vehicle use

10.1 Compliance with Relevant Laws

You must comply with all Relevant Laws including holding a Driver's Licence (or Learner Driver's licence, as applicable).

10.2 Restrictions

You must not:

- (a) remove or attempt to remove the e-tag from the vehicle;
- (b) remove or attempt to remove or use the fuel card(s) from the Vehicle, except for the purposes of refuelling the Vehicle in accordance with this agreement;
- (c) remove the key from the Vehicle unless otherwise instructed by GoGet;
- (d) remove any parking pass, carpark access device or permit from the Vehicle unless otherwise instructed by GoGet;
- (e) smoke, or imbibe or inhale tobacco, nicotine, alcohol or any illicit drugs in the Vehicle, or cause the Vehicle to smell of smoke or other drugs;
- (f) remove or attempt to remove any security equipment or other equipment fitted to or provided with or in the Vehicle unless otherwise instructed by GoGet;
- (g) use the Vehicle to carry passengers for remuneration, reward or donation;
- (h) use the Vehicle to propel or tow any vehicle, trailer or other object without GoGet's express written consent;
- (i) take part in any race, rally, pace-making, trials, speed testing or similar event, whether legal or otherwise, using the Vehicle;
- (j) operate the Vehicle or allow the Vehicle to be operated in any illegal manner including where the operator of the Vehicle is under the influence of drugs, alcohol or any other substance impairing their ability to operate the Vehicle;

- (k) allow the Vehicle to be driven by anyone who is not a Member;
- (l) use the Vehicle to carry any inflammable, explosive or corrosive materials; or
- (m) allow the Vehicle to be driven on beaches or through streams, dams, rivers, flood waters, bush fire affected areas or any other roadway where the police or any Government authority have issued a warning or caution;
- (n) use the Vehicle on unsealed roads, ungazetted roads, or drive in snow or ice conditions or above the snow line during periods of snow;
- (o) disassemble or modify the Vehicle (nor permit such actions during your booking).

10.3 Animals

You acknowledge and agree that you may not carry an animal in a Vehicle unless:

- (a) the animal is a domestic animal; and
 - (i) if the Vehicle is a Pet Friendly Vehicle, the animal is carried using the pet hammock within the Vehicle or in a container suitable for its transport;
 - (ii) if the Vehicle is not a Pet Friendly Vehicle, the animal is transported in a container suitable for its transport;
- (b) no physical evidence of the transport of the animal (including smells) remain in the Vehicle when it is returned; and
- (c) you pay any reasonable expenses incurred by GoGet for the cleaning or repair of the Vehicle required due to your carrying of an animal in the Vehicle.

10.4 Accidents and damage

In the event of an Accident or where the Vehicle sustains Damage, however it occurs, you must:

- (a) within 1 Business Day of the Accident or Damage, report the Accident and/or Damage to us on <https://www.goget.com.au/contact-us/>;
- (b) within 1 Business Day of the Accident or Damage, report injury or death to any person caused by a Vehicle in your possession (whether or not you were driving that Vehicle) first to the police and then to GoGet. You must provide GoGet with the police reference number given to you by the police when you reported the injury;
- (c) within 1 Business Day of the Accident or Damage report any loss or damage to third party property associated with your possession of the Vehicle (whether or not you were driving that Vehicle) first to the police and then to GoGet. If police attended the accident, you must provide GoGet with the police reference number given to you by the police;
- (d) not admit liability or guilt in the event of an Accident;
- (e) not promise to pay any third party in the event of an Accident;

- (f) not attempt to repair the Vehicle, any third party property or any part thereof;
- (g) obtain all details of third parties involved in the Accident that a reasonable person in the same situation would obtain (including their full name, address, registration number/plate number and phone number, details or a copy of their driver licence, their insurer and any other details listed in the [Member Manual](#)) and provide to GoGet as soon as is reasonably possible after the Accident or Damage;
- (h) complete any forms or documents reasonably required by GoGet within 5 Business Days of GoGet's request;
- (i) fully co-operate with GoGet and any third party as required by GoGet in relation to any investigation or legal proceedings associated with an Accident or Damage:
 - (i) sustained while a Vehicle was in your possession;
 - (ii) in connection with a Vehicle associated with a booking made by you (whether or not such Vehicle was in your possession at the time of the booking); or
 - (iii) your Access Device being used to access a Vehicle or access door; and
- (j) take all other measures that a reasonable person would take in the event of an Accident.

11. Termination

11.1 You may terminate for any reason

You may terminate this agreement for any reason on 30 days' notice to us.

11.2 You may terminate for cause

You may terminate this agreement by providing notice to admin@goget.com.au if we

- (a) increase the Membership Fees and/or Booking Fees in accordance with clause 3.3(b) provided you give us notice no later than 5 days and no earlier than 30 days before the change is due to take effect;
- (b) fail to remedy a breach within 21 days' notice from you requesting the breach be remedied;
- (c) breach this agreement and that breach is not capable of remedy; or
- (d) become insolvent or enter into liquidation.

11.3 GoGet may terminate or suspend

- (a) We may immediately suspend your Membership if you breach this agreement.
- (b) We may terminate this agreement or suspend your Membership:
 - (i) for any reason on 30 days' notice; or

- (ii) on notice (which for the purposes of this clause may be via email, SMS or telephone call) if:
 - (A) you breach this agreement and that breach is not capable of remedy;
 - (B) you fail to remedy a breach within 21 days' notice from GoGet requesting the breach be remedied, noting that we may suspend your Membership during that 21 day period at our sole discretion;
 - (C) you become insolvent, bankrupt or enter liquidation;
 - (D) we reasonably believe that you are not fit to operate a motor vehicle; or
 - (E) any amount owing by you to GoGet remains outstanding beyond 14 days of the due date.
- (c) If your Membership is terminated or suspended while you are in possession of a Vehicle, you must return the Vehicle in your possession immediately.
- (d) If your Membership is suspended you may not book or access Vehicles.
- (e) If your Membership is terminated, you will be entitled to any unused credit applied to your account under clause 9.1, and a refund of any pre-paid portion of the Membership Fee for any Subsequent Term, but not the Initial Term, pro-rated over any Subsequent Term, within which notice of termination is given.

11.4 Consequences of termination

Upon the expiry or termination of this agreement:

- (a) if you are an Account Holder, the Membership of all Additional Drivers appointed on your Membership will immediately cease;
- (b) your Membership will be terminated and you must cease using the Services; and
- (c) all outstanding amounts will become immediately due and payable.

12. Insurance

12.1 GoGet's insurance

Where a Vehicle is used with GoGet's express written permission, GoGet's insurance coverage protects you against any legal claims from third parties for third party personal injury or third party property damage caused by your use of the Vehicle. Nothing in this clause precludes GoGet or its insurer from seeking monies from you as a result of your breach of this agreement or as set out in clause 12.2 below.

12.2 Your liability for Damage

Your liability for Damage sustained to a Vehicle, or any damage to third party property, or injury to another person arising from an Accident, will be limited to the Standard Damage Cover,

unless the damage is sustained as a result of, or is in connection with your (or your Additional Driver's, as applicable):

- (a) breach of clauses 6.2, 7.1(c), 9.1(a) or 10.1-10.4 (inclusive); or
- (b) wilful, reckless or malicious conduct,

in which case your liability (for costs, expenses, claims or alike, including (without limitation) legal cost, debt recovery fees, third party hire cost and repair costs) to GoGet will be uncapped.

12.3 Level of cover

- (a) The Standard Damage Cover may be reduced to the Reduced Damage Cover by selecting the Reduced Damage Cover when making a booking and paying the applicable fee in addition to the Booking Fees. These fees are payable on each booking.
- (b) Learner Drivers and New Drivers are not eligible for Reduced Damage Cover. If the person operating a Vehicle at the time of an Accident is ineligible for Reduced Damage Cover, the Standard Damage Cover for the Accident will not be reduced.

12.4 Changes to coverage

Standard Damage Cover and Reduced Damage Cover are set out in the [Member Manual](#) and may be amended by GoGet from time to time in its sole discretion. Should GoGet amend Standard Damage Cover or Reduced Damage Cover, GoGet will give all Members at least 30 days' notice of such amendment by:

- (a) displaying an alert or publication on the GoGet Site; and
- (b) sending an email to the email address provided by each Member.

12.5 Payment for coverage

- (a) If there is an Accident or Damage to the Vehicle during your booking, you must pay up to the Standard Damage Cover, or the Reduced Damage Cover if purchased, as follows:
 - (i) if no other vehicle/party was involved, we will provide you with a reasonable estimate of the Damage, and deduct the lesser of the estimate and the applicable Standard Cover (or Reduced Damage Cover, if purchased);
 - (ii) if there is another vehicle/party involved and if (i) does not apply then we will provide you with a reasonable estimate of your total liability and take payment for the lesser of the estimate and the applicable Standard Cover (or Reduced Damage Cover, if purchased);
 - (iii) in either of the circumstances outlined in (i) or (ii), if the actual liability exceeds our estimate, we may take payment (via your credit card or as a direct debit) of the difference to the maximum of the applicable Standard Cover (or Reduced Damage Cover, if purchased); or

- (iv) if the Vehicle is stolen and we reasonably believe that it will not be recovered, then we will take payment (via your credit card or as a direct debit) for the full amount of the Standard Damage Cover or the Reduced Damage Cover if purchased;
- (b) You will not have to pay the Standard Damage Cover or the Reduced Damage Cover (as applicable) if we, acting reasonably, consider that:
 - (i) you were not at fault; and
 - (ii) you have complied with Relevant Laws, including holding a Driver's Licence; and
 - (iii) you have complied with clause 10.4 of these terms.
- (c) We will refund relevant amounts of the Standard Damage Cover or the Reduced Damage Cover paid if:
 - (i) we recover the Damage costs from a third party or their insurer;
 - (ii) we successfully reject or defend a claim for third party losses; or
 - (iii) if the actual repair cost was less than the amount paid based on our estimate.
- (d) We may reduce any amount refunded pursuant to (c) on account of our reasonable administrative or legal costs incurred in relation to the cost of the Damage or defence of any claim for third party losses.

13. Liability

13.1 Defence of claims

You agree to provide GoGet with sole control of any negotiations, settlements, claims and/or defences and provide GoGet all reasonable assistance with respect to the same in relation to any Damage to the Vehicle, damage to third party property or injury to a person associated with your use of the Vehicle. If you have proceeded with negotiations, settlements, claims and/or a defence before contacting GoGet, your claim may be rejected by GoGet.

13.2 Exclusion of liability

Notwithstanding any other provision of this agreement and to the fullest extent permitted by law we are not liable, whether such liability is based on breach of contract, tort (including negligence), statute or otherwise:

- (a) for any Consequential Loss, indirect, incidental, punitive or special Losses of any kind (including loss of profit, loss of opportunity or business interruption);
- (b) for Loss or damage to property left in the Vehicle; or
- (c) for any unauthorised use of your account; and

this provision does not limit your rights under the Australian Consumer Law

13.3 Limitation of liability

- (a) Notwithstanding any other provision of this agreement and to the fullest extent permitted by law our aggregate liability in connection with this agreement whether in contract, tort (including negligence), statute or otherwise will not exceed an amount equal to the Membership Fees and Booking Fees paid by you to us in the last 12 months.
- (b) This provision does not limit your rights under the Australian Consumer Law.

13.4 Indemnity

You indemnify GoGet against:

- (a) any Loss suffered or incurred by it arising out of or in connection with your (or your Additional Driver's, as applicable):
 - (i) breach of clauses 6.2, 7.1(c), 9.1(a) or 10.1-10.4(inclusive); or
 - (ii) wilful, reckless or malicious conduct,in the case of Damage sustained to a Vehicle or any damage to third party property or injury to a person arising from an Accident, and
- (b) for all other Losses suffered or incurred by it arising out of or in connection with:
 - (i) any fraudulent, negligent or wilful act or omission by your or your Additional Driver or any failure by you or them to comply with any Relevant Law;
 - (ii) a breach of this agreement by you or an Additional Driver, as applicable;
 - (iii) any bank fees incurred as a result of you having insufficient funds to meet charges deducted by GoGet in accordance with its rights under these terms,

except to the extent that the Loss is caused by the negligence or wrongful act or omission of GoGet.

14. Consumer Credit

- 14.1 GoGet may, in its discretion, provide credit to you. The provision of credit by GoGet is limited to an amount determined by GoGet (the **Credit Limit**). GoGet may reduce the Credit Limit for your Membership in its discretion to immediate effect, on written notice to you.
- 14.2 If you exceed the Credit Limit, GoGet may suspend your Membership immediately, until you have paid the necessary fees and charges to bring you within the Credit Limit. Upon receipt of the payment of fees and charges, GoGet will reinstate your Membership within 1 Business Day.
- 14.3 If you do not make the payment referred to in clause 14.2 within 4 weeks of the notice provided by GoGet, GoGet may terminate your Membership in accordance with 11.3(a).
- 14.4 You acknowledge that you have read and understood the "Notice of Disclosure of your Credit Information" set out in Schedule 1 and the "Statement by Applicant for Credit" set out in Schedule 2.

- 14.5 You acknowledge and agree that your personal information (as defined in the *Privacy Act 1988 (Cth)*) may be disclosed to third parties for the purposes of undertaking debt recovery against you.

15. Dispute Resolution

- 15.1 Any party who claims to have a dispute against another party must issue a Dispute Notice. Within the 14 day period after a Dispute Notice is given (or any longer period agreed in writing by the Parties), you and GoGet must mutually use best efforts to resolve the dispute. All aspects of the meetings will be confidential and without prejudice to the parties' rights, obligations and liabilities.
- 15.2 If the parties do not resolve the dispute within 30 days (or such longer period the parties may agree in writing) after the Dispute Notice, then you and GoGet must endeavour to jointly engage a mediator and endeavour to agree on the Mediator's terms of agreement. If you and GoGet fail to agree on the engagement of a Mediator or the Mediator's terms of agreement within ten (10) Business Days of service of a Dispute Notice, either you or GoGet may apply to the President of the Law Society of New South Wales to appoint a mediator.
- 15.3 If the dispute is not resolved within 30 days after the commencement of mediation, either party may initiate court proceedings in relation to the dispute.
- 15.4 Despite the existence of a dispute, each party must continue to perform its obligations under the agreement unless those obligations are the subject of the dispute or GoGet has a right to suspend the Services, your Membership or this Agreement as set out in this Agreement.

16. Amendments to this Agreement

You acknowledge and agree that GoGet may amend this agreement by notifying you of such amendments in writing no later than 30 days before such amendments are to take effect. Such amendments will be binding on you at the expiry of that 30-day period unless you notify GoGet prior to that time, that you wish to terminate this agreement.

17. Assignment

You may not to assign or licence your rights and/or obligations under this agreement. GoGet may assign its rights and/or obligations under this agreement, in GoGet's sole discretion.

18. General

18.1 Notice

- (a) A notice, consent or other communication under this agreement is only effective if it is in writing, signed by or on behalf of the party giving it and it is received in full and legible form at the addressee's address or email address.
- (b) A notice is deemed to have been received:
- (i) if posted:
 - (A) within Australia, on the second Business Day after posting; or

- (B) in any other case, on the tenth Business Day after posting;
- (ii) if delivered personally, upon delivery;
- (iii) if sent by email, the earlier of when the sender receives an automated message confirming delivery or within 24 hours after the message has been sent (as recorded on the device from which the sender sent the message).

18.2 Employment, agency, partnership or joint venture

Nothing in this agreement will be taken as giving rise to a relationship of employment, agency, partnership or joint venture. Except as otherwise provided in this agreement, the parties acknowledge and agree that neither party will have any authority to bind the other party or to enter into an agreement in the name of the other party.

18.3 Entire agreement

Except where expressly stated, this agreement contains the entire understanding between the parties concerning the subject matter of the agreement and supersedes all prior communications.

18.4 Invalid terms

If any term or provision of this agreement is held by a court to be void, illegal or unenforceable under the applicable law that term or provision will be severed from this agreement and the remaining terms and conditions will be unaffected.

18.5 Statutory rights

This agreement does not modify, restrict or exclude and additional rights you may have under additional laws including the Australian Consumer Law that cannot be so modified, excluded or restricted.

18.6 Non-waiver

The failure of either party to enforce any provisions under this agreement will not waive the right of such party thereafter to enforce any such provisions.

18.7 Governing law

This agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia. The parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

18.8 Continuing obligations

Any warranty, indemnity, or obligation of confidentiality in this agreement will survive termination. Any other term which by its nature is intended to survive termination of this agreement survives termination of this agreement.

19. Definitions and Interpretation

19.1 In this agreement, unless the context requires otherwise:

Access Device means the access device provided to you by GoGet;

Accident means any collision with an object, person or any damage to third party property associated with the Vehicle;

Account Holder means an individual/entity approved by GoGet to use the Services, having accepted these terms;

Additional Driver means persons appointed by an Account Holder and approved by GoGet to access the Services under the Account Holder's Membership;

Ancillary Fees includes any ancillary charges incurred by the Account Holder or the Additional Driver as a result of their use of the Services (as outlined in the [Member Manual](#)) including:

- (i) parking fines, speeding tickets, fines associated with the use of the Services;
- (ii) towing, storage, repair and retrieval costs if applicable;
- (iii) tolls;
- (iv) reasonable cleaning fees as incurred by GoGet as a result of your or the Additional Driver's failure to return the interior or exterior of the Vehicle in the same condition as when you collected it;
- (v) reasonable fees to replace your or the Additional Driver's lost or destroyed Access Device;

Application Fee means the application fee relevant to the Account Holder's Membership Plan which is payable to set up your account;

Booking Fees means the fee payable on each booking, charged in accordance with the hourly or daily fee applicable to the Account Holder's Membership Plan, together with a charge per kilometre that the Vehicle is driven by the Member in accordance with the Account Holder's Membership Plan;

Business Day means a day that is not a Saturday, Sunday or public holiday in New South Wales;

Consequential Loss means any Loss that does not arise naturally in the ordinary course of things from the event or circumstance giving rise to the Loss;

Credit Limit has the meaning given to that term in clause 14.1;

Damage means any interior or exterior loss or damage to the Vehicle such as scratched paint, damage to the interior of the Vehicle, scratched materials within the car, dents, collisions, or like events and includes theft and Accidents;

Dispute Notice means a notice issued by a party claiming a dispute has arisen, which is issued to the other party setting out the nature of the dispute and all other information relevant to the dispute;

Driver's Licence means a current (full or probationary) driver's licence issued by an existing Australian motor registry or a current and valid international driver's licence translated into English held by a person legally able to drive within Australia. Holders of a Learner's Driver's licence will not meet this requirement;

Initial Term has the meaning given in clause 1;

Learner Driver means a driver with a Learner's permit;

Loss means any judgment, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, or otherwise;

Member means any individual/entity who GoGet approve to access and use the Services, including an Additional Driver;

Membership means the Member's membership to the Services;

Membership Fee means the fee charged to the Account Holder by GoGet for the Services in accordance with the Account Holder's Membership Plan, varied by GoGet from time to time in accordance this agreement;

Member Manual means GoGet's member manual set out on GoGet's Site <https://gogetms.zendesk.com/hc/en-us/categories/200546279-Member-Manual>, as varied by GoGet from time to time;

Membership Plan means the membership level or plan applicable to the Account Holder's Membership;

New Drivers means a driver or Additional Driver who has held a Drivers' Licence (other than a Learners Driver Licence) for a period of less than 12 consecutive months;

Payment Facility has the meaning given to that term in clause 2.1(a)(i)(B);

Pet Friendly Vehicle means a Vehicle advised by GoGet to be pet friendly;

Pod means the designated parking spot or location of a Vehicle as advised by GoGet;

Privacy Policy means the GoGet privacy policy available [here](#);

Reduced Damage Cover means the reduced damage cover for a booking, as stipulated in the [Member Manual](#);

Relevant Law means any legislation or other law, code of practice, guidelines, standards or request issued by relevant regulators, authorities or industry bodies insofar as they relate to vehicles, driving and the provision of the Services;

Services means any services provided by GoGet including membership services and the provision of Vehicles;

Site means the GoGet website or mobile application;

Standard Damage Cover means the limit of your liability, as stipulated in the Member Manual;

Subsequent Term has the meaning given in clause 1;

Term means the Initial Term and any Subsequent Term; and

Vehicle means vehicles available for booking through the Services.

19.2 Interpretation

In this agreement, unless the context requires otherwise:

- (a) headings are for convenience only and do not affect the interpretation of this agreement;
- (b) a reference to the singular includes the plural vice versa;
- (c) \$ means the lawful currency of Australia;
- (d) “includes” is not a word of limitation;
- (e) where a word or expression is defined its other grammatical forms have a corresponding meaning;
- (f) no rule of construction applied to the disadvantage of a party because these terms are prepared by (or on behalf of) that party;
- (g) a reference to a party includes the party’s executors, administrators, successors and permitted assigns;
- (h) if a party consists of more than 1 person, then the agreement binds each of them separately and any 2 or more of them jointly; and
- (i) a reference to a statute, regulations, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws under that statute.

Schedule 1

Notice of disclosure of your credit information to a credit reporting agency

The disclosed Credit Reporting Body for the purposes of this application in accordance with Section 21C of the Privacy Act 1988 (Cth) (**the Act**) and Section 4 of the Privacy (Credit Reporting) Code 2014 (Version 2) (**the Code**) is Equifax Pty Limited of Level 15, 100 Arthur Street North Sydney, NSW 2060.

Pursuant to Section 21D of the Act GoGet may disclose credit information as defined in Section 6N of the Act and Section 4 of the Code about you to a Credit Reporting Body (CRB), including to Veda, if the information relates to consumer credit or commercial credit that has been provided, or applied for, in Australia.

Pursuant to section 21M of the Act, GoGet may disclose to debt collectors credit eligibility information about you. The type of credit eligibility information GoGet is permitted to provide to debt collectors is outlined in Section 21M(2) of the Act and includes identification, information, information on court proceedings, personal insolvency information and default information. Under the Act identification information particulars include your full name (including previous alias), date of birth, sex, current address or last known address (including your 2 previous addresses (if applicable)), your most recent or current employer and/or your driver's licence number. This information may be given before, during or after the provision of credit to you.

For the purposes of this Schedule 1, capitalised terms not otherwise defined have the meaning given to that term in the Act or Code, as applicable.

Schedule 2

Statement By Applicant(s) For Credit

Giving information to a Credit Reporting Agency

GoGet has informed me that it may give certain personal information about me to a credit reporting agency.

Access to Commercial Credit Information

I agree that GoGet may obtain information about me from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing

Access to Consumer Credit Information

I agree that GoGet may obtain a consumer credit report containing information about me from a credit reporting agency for the purpose of assessing provision of commercial credit.

Exchange of Credit Worthiness Information

I agree that GoGet may exchange information with those credit providers named in contract or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- (1) to assess the provision of credit to me
- (2) to notify other credit providers of a default by me
- (3) to exchange information with other credit providers as to the status of this loan where I am in default with other credit providers
- (4) to assess my credit worthiness.

I understand that the information exchanged can include anything about my credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988 (Cth), and includes a credit report.