

1. Website Terms and Conditions of use - General

1.1 General

The “Truks” website is owned and operated by Truks Pty Ltd ACN 615 479 126 (**Truks, We, Our or Us**).

You (**You** or the **User**) agree to be bound by these terms and conditions. Accordingly, Your use and access to this website and its contents, including, without limitation, the facilitation of Truks and shared driving services, are governed by the terms and conditions set out below (**Website Terms**). Additionally, Your continued use of this website and its features constitutes Your agreement to be bound and comply with these Terms.

You should read the Website Terms carefully and in full.

Unless You agree to observe and be bound by the Website Terms, You must not register for the services provided by Truks, use or continue using or accessing this Website.

1.2 Review of Website Terms.

Truks reserves the rights to amend this Website, its features, and contents (including, without limitation, these Website Terms and any policies, notices, terms, information or materials contained or published on the Website) (or any part thereof) in any way at any time and from time to time without your consent and without notice to you. Your continued use of this Website after any amendments to these Website Terms (or any part thereof) constitutes an agreement by you to observe and be bound by the Website Terms as so amended.

You should review these Website Terms each and every time you access this Website as it may be amended by Us from time to time.

If we publish amended the Website Terms on the Website, you may not use the Website without accepting them. Unless agreed between the User and Truks, all amended Website Terms will automatically be effective after they are published on the Website.

2. The Truks Website

The Website provides a platform which allows its users to seek transportation of freight to certain destinations or locations (**Users**) to be matched with other users driving to or through those destinations or locations (**Drivers**). These Website Terms apply to you whether you wish to be matched as a User to a Driver who is traveling to the same location or as a Driver who assists Users to get to their freight to the same common location. You are solely responsible for Your interactions with other users.

Truks does not provide transportation services and is not a transportation carrier. It is up to each User and Driver (who contact each other through this Website) to decide whether or not to offer and accept a transaction from one another. You acknowledge and agree that any decision by the User to offer or accept transportation (as a Driver) once such User is matched through this Website is a decision made by You in Your sole discretion. We offer information and a platform to connect Drivers and Users with each other (the **Services**), but do not provide transportation services or act in any manner as a transportation carrier, and have no responsibility or liability for any transportation services voluntarily provided to any User by any Driver using this Application.

This Application encourages freight movement which we believe creates many advantages for its users and the broader community.

The Application also provides a platform for “Truks users” You are required to, and must, act responsibly and safely when using Truks via this Website, including without limitation, complying with each of Your obligations as set out in these Website Terms, complying with

the laws and regulations of the Commonwealth and each state and by using all safety measures made available to you via this Website or otherwise from time to time.

3. Payments and Administrative Fees

- (a) User are required to, make payments to a Driver for a movement of freight to a shared location. As a Driver, You will receive from a User a payment for the freight movement You have provided.
- (b) All payments are to be made to Truks.
- (c) Truks will charge an administrative fee of 20% (**Administrative Fee**) of each payment that a User makes to a Driver.
- (d) There is no minimum or maximum amount.
- (e) Truks may at its sole discretion, make available promotional offers with different features available to You and other Users.

4. Eligibility, login details and other user requirements

4.1 Eligibility

- (a) Use of this Website and the Services is available only to, and must only be used by persons who:
 - (i) in respect of Drivers, possess a full driver's license which has not expired; and
 - (ii) Have current vehicle registration.
 - (iii) Have current insurance policy.
 - (iv) in respect of Users require freight to be picked up and delivered at a set destination agreed to by you.
- (b) By using the Website or Services, You represent and warrant that:
 - (i) You have the power and capacity to enter into these Website Terms and to abide by each and every term and condition; and
 - (ii) You are, and will continue to be, the sole authorised user of Your account under the Website and will not disclose Your username or password to any third party.

4.2 Availability

- (a) Truks will use reasonable efforts to make the Website available at all times. However, You acknowledge that the Website is provided over the internet and mobile networks and so the quality and availability of the Website may be affected by factors outside Truks's reasonable control.
- (b) Truks does not accept any responsibility whatsoever for unavailability of the Website, or any difficulty in accessing content or any other communication system failure which may result in the Website being unavailable.
- (c) In order to use the Website, You are required to have internet access, and the necessary minimum specifications required to operate the Website from time to time.
- (d) You acknowledge that the Website may be upgraded from time to time to add support for new functions and services.

4.3 Links to Third Party Applications.

- (a) This Website may contain links, directions or advertisements to other applications or websites owned or operated by a third party (**Third Party Website**)
- (b) These Third Party Websites are not controlled or owned by Truks and the links, directions or advertisements of the Third Party Websites do not indicate, expressly or impliedly, any representations or warranties about the Third Party Website and any material, information, performance or features contained in these Third Party Websites.

4.4 Social Media Accounts.

- (a) You may from time to time, be entitled to login through accounts held by You with other third party service providers such as Facebook, LinkedIn, Twitter or other social media or networking providers (**Social Media Accounts**) by either:
 - (i) providing Your Social Media Account login information through the Website; or
 - (i) allowing Truks to access Your Social Media Account, as is permitted under the Website terms and conditions that govern Your use of each Social Media Account.
- (b) You represent that You are entitled to disclose Your Social Media Account login information to Truks for use by the Website and indemnify Truks for any loss, liability or expense it may suffer or incur as a result of the disclosure by You to Truks of your Social Media Account.

4.5 Viruses.

Truks cannot guarantee that the Website or any file or program available for your use, view or download is free from viruses, contamination or other conditions which could damage or interfere with data, hardware or software with which it might be used. You assume all risk of, and are solely responsible for any losses or damages suffered as a result of your access or use of the Website or any file or program made available to You.

4.6 Contacting you

Email, text messages or other communications may be sent from, or on behalf of Us, to assist You with Your use of the Website. You agree to accept and consent to receiving such communications sent from Us or on our behalf, which include without limitation:

- (a) messages informing You Jobs; and
- (b) notices informing You about promotions Truks may offer to users from time to time.

5. Your conduct

5.1 User access

By accessing this Website, You agree that You will not use this Website, the Services or any content that has been obtained from this Website:

- (a) to breach any Website laws or regulations;
- (b) to transmit (or authorise the transmission of) "junk mail", "chain letters", "unsolicited emails", "instant messaging", or otherwise use this Website for inappropriate communications with other users;

- (c) to impersonate any person or entity;
- (d) post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights;
- (e) remove any copyright, trademark or other intellectual property rights contained in the Website or the Service;
- (f) modify, adapt, sublicense, translate, sell, reverse-engineer or decipher the Services or Website (or any part thereof) or cause others to do so;
- (g) to create liability for Us
- (h) to harm, abuse, harass, stalk, threaten or otherwise offend others;
- (i) for any unlawful purpose; or
- (j) for any purpose prohibited or otherwise not authorised by these Website Terms.

5.2 User contributions

- (a) By using the website and its Services, you may be required to provide certain information, whether in the form of writing, text, photographs, graphics, video or audio (**User Content**). Types of User Content that you may be required to provide from time to time will include:
- (b) When submitting or uploading User Content or otherwise using the Website and Services, You must not submit any User Content that:
 - (i) contains information that You know, or ought reasonably to have known or suspected to be false, misleading or deceptive;
 - (ii) is prohibited by these Website Terms;
 - (iii) contains, promotes, or provides information about unlawful activities or conduct;
 - (iv) is, or could reasonably be expected to be defamatory, obscene, offensive, threatening, abusive, pornographic, vulgar, profane, indecent or otherwise unlawful;
 - (v) racially or religiously vilifies, incites violence or hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
 - (vi) discloses personal information of another person or persons without their prior consent;
 - (vii) infringes any third party's rights, including but not limited to intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights;
 - (viii) links directly or indirectly to any other application or websites;
 - (ix) poses or creates a risk to a person's privacy or security; or
 - (x) contains viruses, other computer codes, files or programs that are designed to interrupt, limit or destroy the functionality of the Website or other computer software or hardware.
- (c) You acknowledge that any User Content You submit on this Website can be removed by Us at any time without notice, at Our sole discretion.

5.3 Representations of Drivers

By using the Service, a Driver represents, warrants, acknowledges and agrees that:

- (a) such Driver possesses a valid driver's license to operate a motor vehicle with no restrictions;
- (b) such Driver owns, or has the legal right to operate, the motor vehicle such Driver uses when accepting freight, and such vehicle is in good operating condition, roadworthy and meets the industry safety standards and all applicable statutory and regulatory requirements for a motor vehicle of its kind;
- (c) the motor vehicle used by the Driver is fully registered and is covered by any and all insurance as required under applicable laws;
- (d) such Driver will be solely responsible for any and all liability which results from or is alleged as a result of the operation of the motor vehicle such Driver uses to transport freight, including, but not limited to personal injuries, death and property damages;
- (e) such Driver will only accept freight using the motor vehicle that has been reported to and photographed on the Website;
- (f) Truks may require such Driver to place a label, mark, logo or other identifier (**Truks Identifying Tag**) on or inside its motor-vehicle to identify that the motor-vehicle being operated by the Driver provides the Services under this Application. Such Driver agrees that he will not provide the Services at any time without placing the Truks Identifying Tag on their motor-vehicle as instructed and required by Truks.

The warranties set out in this clause 5.3 are deemed to be repeated each and every time that You use the Application and Services. You agree to update Truks and immediately cease using the Application and Services if any of the warranties set out in this clause 5.3 cease to be true.

You also acknowledge that in order to promote the quality of the Services being offered as well as promote safety, Truks may employ or engage certain persons to undertake rides with Drivers to review, critique and report to Truks on the standard of Services being offered by that particular Driver.

5.4 Safety

- (a) Truks treats the safety of all of its users very seriously. Accordingly, for this reason, You must, if required by Truks obtain, or assist Us to obtain, a police background check and disclose it to Truks and other users on the Website.
- (b) You must immediately notify Truks and cease using the Website where You are charged with, or convicted or any crime, penalty or other offence.

6. Ownership of content and intellectual property

6.1 General

All content on this Website is protected by Australian and international copyright and intellectual property laws. You do not obtain any interest in the copyright or intellectual property of this Website, and You must not do anything that interferes or breaches Australian or international laws or intellectual property rights in the content comprising this Website.

6.2 Copyright

- (a) Other than for the purposes of, and subject to the conditions prescribed under, the *Copyright Act 1968 (Cth)* and similar legislation which applies to Your location, and except as expressly authorised by these Website Terms, You may not in any form or by any means:
 - (i) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this Website; or
 - (ii) commercialise any information, products or services obtained from any part of this Website;without Truks's prior written permission.
- (b) Except as permitted by these Website Terms, any other use, including, the reproduction, modification, distribution, transmission, republication, display or performance, of the content of this Website without the prior written consent of Truks is strictly prohibited.
- (c) If you believe that any content on this Website infringes upon Your copyright, You must notify Truks as soon as reasonably practicable.

6.3 Your Content

When submitting User Content on the Website You:

- (a) warrant that the User Content does not breach these Website Terms;
- (b) warrant that You will not post or transmit any User Content in which the copyright is owned by another person or entity and that all User Content posted is Your own original work and not sourced from any third party;
- (c) acknowledge that any information or User Content (other than 'Personal Information' defined in paragraph 9.1 below) submitted by You on this Website is and will be treated by Us as non-confidential and non-proprietary and We may use such User Content without restriction;
- (d) grant and warrant that You have all rights to grant to Us a non-exclusive, worldwide, royalty-free, perpetual license to use, publish, reproduce, edit and exploit that User Content in any form and for any purpose; and
- (e) unconditionally waive all moral rights (as defined by the Copyright Act 1968 (Cth)) which You have or may have in respect of the User Content, or any part of it, and consent to all acts or omissions by Us, Our licensee, assigns or successors in title, which would otherwise constitute an infringement of any moral rights You have, or may have, in the User Content or any part of it.

6.4 Trade Marks

If You use any of Truks's trade marks, registered or unregistered, in reference to, this Website or the Services, You must include a statement attributing that trade mark to Us. You must not use any of Truks's trade marks:

- (a) in or as the whole part of Your own trade marks;
- (b) in connection with activities, products or services which are not Ours;
- (c) in a manner which may be confusing, misleading or deceptive; or
- (d) in a manner that disparages Truks or its information, products or the Services (including this Website).

7. Disclaimer

7.1 Risk

You use this Website and the Services at Your sole risk.

7.2 Accuracy

- (a) We do not warrant the accuracy of any and all content disclosed on or via the Website, including any content, on or via the Website which is published by other users. All information on this Website may be changed at Truks's sole discretion and without notice.
- (b) Without limiting the foregoing, Truks does not accept responsibility for any errors, faults or inaccuracies, including those caused by negligence, in any material contained in this Website.
- (c) Truks makes no statements, representations or warranties about the reliability, accuracy or completeness of the information contained in this Website and you should not rely on it.
- (d) You are advised to make your own independent inquiries regarding the accuracy of any information provided on this Website.

7.3 Application functionality

We do not warrant that functions contained on this Website (such as hyperlinks, push notifications and satellite navigational tools), will be uninterrupted or error free, that defects will be corrected or that this Website or the server that makes it available are free from viruses or bugs.

8. Limitation of liability

8.1 Implied Terms and Guarantees

Subject to any statutory guarantees, conditions, warranties or rights that cannot be excluded or limited under the Competition and Consumer Act 2010 (Cth) and other consumer protection laws:

- (a) We give no guarantee, condition, warranty or undertaking, and We make no representation to You about the safety, condition, suitability, or fitness for purpose of this Website; and
- (b) all implied conditions, implied warranties, and implied rights (collectively **Implied Terms and Guarantees**) are excluded from these Terms and Conditions

8.2 Services

If We become liable to You under these Website Terms or pursuant to any Implied Terms and Guarantees imposed on Us by operation of law, that liability is limited to the maximum extent permitted by law. That is, to the extent it is fair and reasonable, Our liability for any goods and/or services supplied under these Website Terms is limited to, at Our election and in Our absolute discretion, either to:

- (a) in the case of goods:
 - (i) the replacement of the goods or the supply of equivalent goods;

- (ii) the repair of the goods;
 - (iii) the payment of the cost of having the goods replaced or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; or
- (b) in the case of services:
 - (i) the re-supply of those services; or
 - (ii) the payment of the cost of having those services re-supplied.

8.3 Indemnity

To the maximum extent permitted by law, You agree to fully indemnify and hold Truks (and its officers, directors, agents, subsidiaries, joint ventures and employees) harmless against any expenses, costs, losses (including consequential losses), claims, or damage that Truks (and its officers, directors, agents, subsidiaries, joint ventures and employees) may suffer or incur as a result of or in connection with Your use of, access to or conduct in connection with this Website and the Services, including but not limited to:

- (a) any breach by You of these Website Terms or any laws or statute;
- (b) any misleading, deceptive or inaccurate information that is disclosed by You in connection with the Website.

8.4 Release

- (a) In the event that You have a dispute with or claim against any other user of Truks, You agree to fully and forever release Truks (and its officers, directors, agents, subsidiaries, joint ventures and employees) from any claims, demands and damages (actual and consequential), arising out of or in any way connected to such dispute with or claim against such other user of Truks or the Website or Services.
- (b) In the event that You have a dispute with or claim against Truks (or its officers, directors, agents, subsidiaries, joint ventures or employees), You agree to fully and forever release Truks (and its officers, directors, agents, subsidiaries, joint ventures and employees) from any claims, demands and damages (actual and consequential), arising out of or in any way connected to such dispute with or claim against Truks (or its officers, directors, agents, subsidiaries, joint ventures or employees) or the Website or Services.

8.5 Sole Remedies

- (a) It is the parties' intention that Your sole remedy against Truks (and its officers, directors, agents, subsidiaries, joint ventures and employees) in respect of any claim will be as set out in these Website Terms.
- (b) Without limitation, You acknowledge and agree that Truks (and its officers, directors, agents, subsidiaries, joint ventures and employees) will have no liability to You (or anyone acting on your behalf) in connection with the Website or use of the Services unless any such claim may be made under the Website Terms or arises out of a statutory right or other claim which cannot be excluded by law.

8.6 Termination

You acknowledge and agree that this paragraph 8 is intended to survive termination of the Website Terms.

9. Use of Personal Information

9.1 General

Your privacy is very important to Truks. However, in order to provide you with access to the Website and the Services, it is necessary for us to obtain certain personal information (**Personal Information**) from You, including without limitation, Your full name, age, address, phone number, email address, login details and the level of Your Use of the Website.

Unless such Website Terms are amended, we intend to use Your Personal Information in accordance with the Website Terms set out below.

9.2 Use of personal information

- (a) Truks will use Your email, login details and mobile telephone, tablet or other handheld device to allow Us and other users to contact You via the Website for the purposes of engaging in Truks.
- (b) You acknowledge and agree that we may disclose Your Personal Information:
 - (i) to a third party if required under any applicable laws or the rules and regulations of any government agency or stock exchange;
 - (ii) to Our employees, agents, financiers, representatives, contractors or any other service providers as necessary to operate the Website;
 - (iii) in connection with the sale (or proposed sale) of the assets of Truks, or the shares in Truks;
 - (iv) to protect the interests or safety of Truks and all of its users of the Website;
 - (v) to our third party service providers to assist Us in providing and improving Our services to You, and to analyse trends and better understand Your needs or to develop, improve and market Our services to You;
 - (vi) to seek Your feedback in relation to customer satisfaction and Our relationship with You; and
 - (vii) to otherwise provide You and other users with the Service.

9.3 Contact details

If You would like to contact Us regarding the way Your personal information is being used, please contact or write to Us at the following:

Company Truks Pty Ltd
Name: Bradley Stiles
Telephone: 0411196676
Address: Suite 10/860 Doncaster Rd Doncaster East Victoria 3109
Email: bjstiles@truks.com.au

10. Termination

- (a) Truks may immediately suspend, terminate or limit your access to and use of this Website and the Services without notice to you at any time and for any reason, including but not limited to where:
 - (i) You breach any of these Website Terms;
 - (ii) You do not comply with any Website laws;
 - (iii) We are unable to verify or authenticate any information provided by You to Us;
 - (iv) We believe that Your actions may cause financial loss or legal liability for You, other users or Us; or
 - (v) Comments are received from other users which indicate to Truks (at its sole discretion) that You (and Your conduct) is not suitable to engage in Truks Website.
- (b) Truks is not liable for any loss or damage suffered or incurred by You or anyone else as a result of termination of Your access to and use of this Website.
- (c) Termination of your access to and use of this Website does not prejudice any right or claim that Truks has or may have against you.

11. Severability

If any provision or provisions of these Website Terms is or are deemed to be invalid by a court of competent jurisdiction, the invalidity of that provision or those provisions will not affect the validity of the remaining provisions in these Website Terms, which will remain in full force.

12. Waivers

- (a) Any waiver or election in relation to a provision of or a right or remedy arising under these Website Terms must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in exercise, or partial exercise, of a right, power, authority, discretion or remedy arising from a breach of or default under these Website Terms, does not result in a waiver of that right, power, authority, discretion or remedy.

13. Assignment

You may not assign Your rights or obligations under these Website Terms without the consent of Truks.

14. Governing law

These Website Terms are governed by and must be interpreted and enforced in accordance with the laws in force in the State of Victoria, Australia. By accessing this Website, You irrevocably agree and will be taken to consent and submit to the exclusive jurisdiction of the courts sitting in Victoria, Australia to hear and determine any dispute which may arise out of, under, in connection with, or otherwise that relates to, these Website Terms and Your use of, or access to, this Website.

