

LINEHAUL GROUP - TERMS AND CONDITIONS OF SERVICE

1. GENERAL

Linehaul Group provides a platform that connects Drivers with Customers seeking to book Transportation Services (collectively, the “**Services**”). The Services are accessible through written communication with Linehaul Group, at <http://www.Linehaul.com.au/> and any other websites through which Linehaul Group makes the Services available (collectively, the “**Site**”) and any applications for mobile, tablet and other smart devices and application program interfaces which Linehaul Group makes available (collectively, the “**Application**”).

In these Terms and Conditions “**you**” or “**your**” means any unregistered user of the Platform or any Member of the Platform, as the context requires. If you are using the Platform, these Terms and Conditions are between you and Linehaul Group Pty Ltd ABN 43 631 435 464 (“**Linehaul Group**”, “**us**” or “**we**”).

Nothing in these Terms and Conditions obliges Linehaul Group to make the Services available at any time or by any technological or direct means.

These Terms and Conditions incorporate our Privacy Policy and any other Policies displayed on the Site or otherwise communicated by Linehaul Group from time to time to Members.

In the event of inconsistency, these Terms and Conditions prevail over any Policies.

WARNING: BOOKING AND PAYMENT PLATFORM

LINEHAUL GROUP ENABLES INTERACTIONS, COMMUNICATIONS, BOOKINGS AND PAYMENTS BETWEEN MEMBERS VIA THE PLATFORM. LINEHAUL GROUP IS NOT A PARTY TO ANY BOOKING BETWEEN MEMBERS AND DOES NOT VERIFY THE SUITABILITY OR RANKING OF THE MEMBER, THE TRANSPORTATION SERVICES OR THE BOOKING. THE SERVICES PROVIDED BY LINEHAUL GROUP IN CONNECTION WITH THE PLATFORM ARE LIMITED TO THE ENABLING OF BOOKINGS AND COLLECTION AND REMITTANCE OF FEES PURSUANT TO THESE TERMS AND CONDITIONS.

WARNING: COMPLIANCE WITH LAWS, FEES AND CHARGES

MEMBERS ARE WHOLLY RESPONSIBLE FOR ENSURING THAT THEIR USE OF THE PLATFORM AND BOOKINGS ENABLED BY IT COMPLY WITH APPLICABLE REGULATIONS, LAWS AND THIRD-PARTY AGREEMENTS. SUCH REGULATIONS, LAWS AND THIRD-PARTY AGREEMENTS INCLUDE BUT ARE NOT LIMITED TO:

- PREMISES LEASES;
- ROAD TRANSPORT AND TRAFFIC LEGISLATION;
- HEAVY VEHICLE NATIONAL LAW;
- VEHICLE STANDARDS AND LICENSING INCLUDING FATIGUE MANAGEMENT REQUIREMENTS AND BEST PRACTICE;
- DANGEROUS GOODS LEGISLATION;
- HEALTH AND SAFETY REQUIREMENTS; AND

TAXATION REGULATIONS AND LAWS.

YOU WILL BE WHOLLY RESPONSIBLE FOR ANY ADDITIONAL FEES AND CHARGES INCURRED BY YOU IN CONNECTION WITH THE PLATFORM AND/OR THE TRANSPORTATION SERVICES (WHETHER ARISING DIRECTLY OR INDIRECTLY).

2. TERMS OF SERVICE

The Platform is intended solely for persons who are 18 or older. Any access to or use of the Platform by anyone under 18 is expressly prohibited. By accessing or using the Platform you represent and warrant that you are 18 or older.

By using the Platform, you agree to comply with and be legally bound by the terms and conditions of these Terms and Conditions of Service ("**Terms**"), whether or not you become a Member or user of the Services. These Terms govern your access to and use of the Platform and all Collective Content, and constitute a binding legal agreement between you and Linehaul Group.

If you are entering into these Terms on behalf of your employer, client or other entity, you warrant and guarantee that you have the full right and authority to do. If you do not have such authority, all your Site, Services and Application activity will be considered a breach of these Terms.

If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Platform.

3. LICENCE

By accepting these Terms, the Member is granted a limited, non-exclusive and revocable licence to access the Platform in accordance with these Terms.

You agree to only use the Platform and Materials for their intended legal purposes and shall not use any or all of them to engage in any conduct that is unlawful, immoral, threatening, abusive or in a way that is deemed unreasonable by Linehaul Group in its sole and unfettered discretion.

Linehaul Group may revoke, suspend or terminate the Member's licence in its absolute discretion for any reason that it sees fit, including for breach of these Terms by the Member or any of its users and where Member's ratings are not considered acceptable by Linehaul Group. Linehaul Group will ordinarily advise the Member of any suspension or revocation however, it is under no obligation to do so.

Your licence to access the Platform and Materials shall be ongoing unless terminated by Linehaul Group in accordance with these Terms.

4. DISCLAIMER

The information contained on the Platform is provided in good faith on an "as is" basis. Linehaul Group does not represent or warrant to the reliability, accuracy or completeness of the information contained on the Platform or in the Collective Content.

You understand and agree that Linehaul Group is not a party to any agreements entered into between Drivers and Customers, nor is Linehaul Group a broker, agent or insurer. Linehaul Group has no control over the content contained in any Booking Request, the condition, legality or suitability of any Transportation Services, the conduct of Drivers, Customers and/or other users of the Platform, and disclaims all liability in this regard to the maximum extent permitted by law. Any Bookings are made or accepted at the Member's own risk.

If you choose to create an account on the Platform, you understand and agree that your relationship with Linehaul Group is limited to being a Member, and not an employee, agent, joint venture or partner of Linehaul Group for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf of or for the benefit of Linehaul Group. Linehaul Group does not control, and has no right to control, your Booking, your offline activities associated with your Booking, or any other matters associated with your Booking, that you provide. As a Member, you agree not to do anything to create a false impression that you are endorsed by, partnering with, or acting on behalf of or for the benefit of Linehaul Group, including by using Linehaul Group's Intellectual Property, without the prior written consent of Linehaul Group.

Despite Linehaul Group facilitating the matching of Drivers with Customers for particular Booking Requests, Linehaul Group does not endorse any Driver, Customer, Transportation Service, Booking or Booking Request. Linehaul Group's matching of Drivers with Customers is based solely on the information provided by Drivers in creating their account, including the Driver Transportation Capabilities and the information provided by Customers in creating their account and the Booking Request. Drivers and Customers are responsible for ensuring the accuracy, reliability and currency of all information supplied to Linehaul Group, and each other, and must immediately notify Linehaul Group and the other party if any information supplied changes or is inaccurate.

By using the Platform, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties other than Linehaul Group will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from Linehaul Group with respect to such actions or omissions. We encourage you to communicate directly with other Members on the Platform regarding any Booking Requests or Bookings made by you. This limitation shall not apply to any claim by a Driver against Linehaul Group regarding the remittance of payments received from a Customer by Linehaul Group on behalf of a Driver, which instead shall be subject to the limitations described in the section below entitled "Warranty and Limitation of Liability".

Where Linehaul Group provides Policies on the Site for the co-operation and management of Bookings, Linehaul Group makes no representations or warranties in respect of those Policies and is in no way liable to enforce or comply with those Policies between Drivers and Customers unless otherwise expressly stated.

5. PLATFORM INTELLECTUAL PROPERTY

You acknowledge and agree that the copyright in the Platform content and the software, design, text and graphics comprised in the Site and Application, the selection and layout of the Site and Application, the content and materials on the Site and Application and all other

Intellectual Property in connection with the Platform (together, the “**Materials**”) are owned by or licenced to us.

You must not modify, copy, adapt, store in a retrieval system, reproduce, upload, post, transmit, sell, distribute in any way or communicate to the public, the Materials without our prior written consent.

You must not frame or embed in another website any of the Materials without our prior written consent.

You may store a reproduction of the content on the Site or Application on your local computer for the sole purpose of viewing the content and Materials; and print hard copies of the content and Materials for the sole purpose of viewing, listing or booking Transportation Services, but not for any other use.

The Platform, the Materials and any ancillary materials or documents owned or used by Linehaul Group in connection with the Services and promotion of its business contains registered trademarks which are protected by law and other branding, images, content which constitute the Intellectual Property of Linehaul Group. You must not use any of the marks or trademarks appearing on the Platform and/or on or within Materials or our name or the names of our related bodies corporate or any of our Intellectual Property without our prior written consent.

6. VIRUSES

Linehaul Group does not represent or warrant that any information, files or Collective Content obtained from, through or in connection with the Platform is free from viruses or other faults or defects. You are responsible for scanning any information, files or Collective Content for viruses.

You agree that Linehaul Group has no responsibility or liability to you or any other person for any loss or damage (whether direct, indirect, consequential or economic), regardless of cause, negligence or otherwise, which may be the direct or indirect result of any virus, fault or defect transmitted from, through or in connection with the Platform or the Collective Content. In any event, if Linehaul Group is found to be liable this will be limited to the cost of supplying the information, files or Collective Content again.

7. REGISTRATION

The Platform can be used to facilitate the Booking of Transportation Services. The Transportation Services required by a Customer must be included in Booking Requests on the Platform. The Driver Transportation Capabilities must be included in the Driver’s registration information.

When registering on the Platform and creating an account, you must register as a Driver or Customer.

Drivers who provide services in their individual (i.e. sole trader or personal capacities) must register in their own names. Where a company or business with multiple Drivers wishes to register, that company or business must register as a manager on the Platform

and references to Driver in these Terms mean both the company/business as Manager and the individual Drivers.

Linehaul Group reserves the right to accept or reject your request to register for an account at its sole discretion and Linehaul Group may request additional information from you before accepting or rejecting your request to register for an account. Failure to provide such information is likely to result in rejection of your request.

You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party. Accounts are personal to a Member and can only be accessed by the Member and their personnel.

8. DRIVER TRANSPORT CAPABILITIES

Each Driver must provide detailed information as to its capabilities in respect of the Transportation Services it can offer as part of the registration process with Linehaul Group. In particular, the Driver must provide information to Linehaul Group in respect of its vehicles (i.e. type, capacity, location) and the types of Goods it can lawfully and safely transport (i.e. refrigerated, volume, weight, size etc) and any other restrictions or matters impacting its ability to provide Transportation Services. This information must be updated in the event of any error or change by the Driver.

9. BOOKING REQUESTS

As a Customer, you may create Booking Requests. To create a Booking Request, you will be asked a variety of questions about the Transportation Services required including the pickup/delivery locations (whether multi-stop or singular delivery location or WAD) and dates, whether the pickup/delivery sites will be attended, the size, weight and features of the Goods, whether any specific transport is required and any other relevant information which Linehaul Group needs to know in order to match a Driver and which the Driver needs to know in order to provide the Transportation Services. All Booking Requests are based on the assumption that the pickup and delivery sites will have a Customer representative in attendance, will be on flat ground with easy access on private land (i.e. no stairs, hills, windy driveways, access restrictions, height restrictions etc). If this is not the case or your Booking Request has any unusual requirements, these must be communicated in the Booking Request.

In making a Booking Request, the Customer must also specify:

1. whether the Customer will pay for the Booking via credit card debit or via credit terms (noting that the granting of credit to Customers is solely at the discretion of Linehaul Group. The Driver acknowledges and agrees that the decision to grant credit to a Customer does not constitute any endorsement or recommendation by Linehaul Group to the Driver as to the Customer's credit position nor any guarantee or acceptance of risk or liability by Linehaul Group in respect of the Customer's obligation to pay the Transportation Fee);
2. whether the Customer wishes to pay for the Transportation Services on a fixed quote basis or by the hour; and
3. whether the Booking Request has a known final delivery destination or whether the Booking Request will be made on a WAD basis.

No Booking Request may be made in respect of Prohibited Goods.

All Customers are required to ensure their Goods are protected, stored and packed appropriately, with clear labelling and identifying marks. Customers are responsible for loading the Goods onto the Driver's transportation. If a Driver, in its total discretion, elects to assist a Customer in loading Goods onto the Driver's transportation, it does so at its own risk.

You acknowledge and agree that you alone are responsible for any and all Booking Requests and Member Content you post. You represent and warrant that any Booking Request you post and the Booking:

1. does not contain Prohibited Goods;
2. will not breach any agreements you have entered into with any third parties; and
3. will be in compliance with all laws.

Please note that Linehaul Group assumes no responsibility for a Driver's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations.

Linehaul Group reserves the right, at any time and without prior notice, to remove or disable access to any Booking Request for any reason, including Booking Requests that Linehaul Group, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms, or otherwise harmful to the Platform.

If a Customer requests a Booking and the Booking is accepted by the Driver, the agreement entered into by the Customer and Driver enter into with such Customer is between those parties and Linehaul Group is not a party to it.

10. BOOKINGS

When a Booking Request is received by Linehaul Group, Linehaul Group will attempt to match that Booking Request with Drivers.

If a Driver wishes to accept the Booking Request, it will then provide a Quote for the Transportation Services within the Booking Request Period, to the Customer via the Platform. The Quote must factor in the type of truck provided, the drivers allocated, the delivery distance, the nature, quantity and size of the Goods, the distance travelled to the delivery location and any tolls. The Quotes that the Customer views in the initial quotation phase from Drivers will also include Linehaul Group's Booking Fee.

If the Customer chooses to accept a Quote, the Booking Request will then become a tentative Booking. Linehaul Group will then provide details of the Booking, as confirmed by the Customer, to the Driver who must accept the Booking again – this phase is known as 'double confirmation'.

The Driver may, but is not obliged to, provide the Customer with its own separate terms of carriage which the Customer must sign and abide by, but which must not be inconsistent with these Terms.

11. PERFORMANCE OF TRANSPORTATION SERVICES

Once a Customer has accepted the Quote and it has progressed through the 'double confirmation' stage, the Booking is finalised and Linehaul Group will advise the Driver who must attend the pickup location(s) on the arranged date. The Driver is solely responsible for providing the Transportation Services to the Customer in accordance with the Booking.

The Customer is responsible for producing a consignment note in respect of each Booking which includes the Customer and Driver's details and the Transportation Services to be provided. The Customer must provide the consignment note to the Driver on pickup. In the event the Customer does not provide a consignment note, the Driver may raise its own consignment note.

Both the Driver and the Customer are solely responsible for ensuring the load is secure and has adequate load restraint in accordance with applicable laws.

If the description, dimension and/or weight of the Goods at the pickup locations do not match the Goods described in the Booking, and as a consequence the Goods exceed the permitted carrying capacity of the truck, or if access to the pickup location (or delivery location) is restricted, or if a Driver reasonably considers that the Goods are Prohibited Goods or are unsafe to carry or if the Customer has otherwise not complied with these Terms, the Driver is entitled to reject the Booking and the Customer will be charged a Cancellation Fee.

If the Customer requests that the Driver transport additional Goods or add an additional drop-off locations once the Driver has accepted the Booking, additional fees may apply. The Driver can raise such additional fees via the Platform.

The Driver is under no obligation to accept any change to a Booking and may reject a Booking entirely where it does not wish to accommodate the change request and the Customer will be charged a Cancellation Fee.

The Driver will be solely responsible for any and all liability which results from the provision of the Transportation Services, including any claims, loss, damage, costs, expense, injury or delay to the Customer, itself or a third party. To the extent permitted by law, Linehaul Group disclaims, and Driver indemnifies Linehaul Group, in respect of any liability suffered by the Customer, Driver or any third party arising from or in connection with the provision of Transportation Services by the Driver.

A Booking will be completed at the final delivery point once the Goods have been unloaded and the Driver hits the "stop" button in the Platform. Where the Driver stops and starts Bookings during their performance, the Driver should use the "start" and "stop" buttons in the Platform. Ensuring a recipient is on site to accept the delivery of the Goods is the Customer's responsibility. Unloading of the Goods is the responsibility of the recipient, on instruction of the Customer. The Driver must ensure that the receiver of the Goods signs the consignment note as proof of delivery in order to finalise payment and the Driver must promptly provide such delivery confirmation to Linehaul Group.

The Customer is responsible for all costs and expenses associated with redelivery, and will incur additional charges, if redelivery of the Goods is required.

12. CONFIRMATION OF TRANSPORTATION FEE

On attendance at the pickup location, the Driver must advise Linehaul Group and the Customer if there is any change required to the Transportation Fee as set out in the Quote, and the reason for the change in the Transportation Fee (i.e. the Goods are not as described, the pickup location has access restrictions, additional assistance was required, the Customer requested additional Transportation Services etc). If the Customer does not accept the revised Quote, the Customer will be charged a Cancellation Fee for not proceeding with the Booking. The Cancellation Fee will be passed onto the Driver by Linehaul Group and Linehaul Group will retain the Booking Fee.

Once the Goods have been delivered and the Driver has provided Linehaul Group with valid proof of delivery by way of a consignment note, the Driver must also provide Linehaul Group, with a final tax invoice in respect of the Transportation Services within five (5) hours of completion of the Booking. If the final tax invoice varies from the Quote or from the updated Quote provided on pickup, the Driver must provide detailed reasons for the variance (i.e. redelivery was required, additional delivery stops were requested, restricted access at delivery location etc). The final tax invoice is provided to Linehaul Group on the basis that Linehaul Group then acts in a limited capacity to incorporate the Transportation Fee into a final invoice as per the process outlined later in this Clause.

Where the Booking is made on a WAD basis, the final invoiced Transportation Fee will be based on the hourly rates as advised by the Driver and the total work and drive time (including loading, pickup, delivery and unloading) and drive time will be calculated based on the Google Maps drive time.

Upon receipt of the final tax invoice from the Driver, Linehaul Group will raise an invoice payable by the Customer which includes the final Transportation Fee and the Booking Fee (noting that the Booking Fee will already have been deducted where the Customer has provided Payment Details). The tax invoice must be paid by the Customer in accordance with the agreed credit terms. Where the Customer has provided Payment Details, Linehaul Group is authorised to immediately deduct the Transportation Fee at the conclusion of the delivery and will provide a receipt for all received amounts.

Where a Customer disputes the amount of the Transportation Fee as set out in the tax invoice, the Customer must raise the dispute with Linehaul Group and the Driver within 24 hours of the tax invoice from Linehaul Group being issued, or the tax invoice will be deemed accepted.

13. PAYMENTS, FEES AND CHARGES

On registering to access or use the Platform, you will be required to supply payment information to Linehaul Group (or an authorised billing representative of Linehaul Group). This payment information may include, for example, credit/debit card or bank account details ("**Payment Details**"). All Payment Details supplied to Linehaul Group will be retained and used by Linehaul Group in accordance with these Terms and the Privacy Policy available on the Site and Application. You must ensure that the Payment Details you supply are correct and complete. Failure to pay any fee as and when due to Linehaul Group under these Terms may result in your account being suspended or terminated.

You agree to pay Linehaul Group upon demand all of Linehaul Group's fees, costs and expenses it incurs in connection with any failed payment, including the recovery thereof from you.

The Driver, not Linehaul Group, is solely responsible for honouring any confirmed Bookings and making available any Transportation Services booked through the Platform. If you, as a Customer, choose to enter into a transaction with a Driver for the Booking of Transportation Services, you agree and understand that you will be required to enter into an agreement with the Driver and you agree to accept any terms, conditions, rules and restrictions associated with Booking imposed by the Driver. You acknowledge and agree that you, and not Linehaul Group, will be responsible for performing the obligations of any such agreements, that Linehaul Group is not a party to such agreements, and that, with the exception of Linehaul Group's payment obligations pursuant to these Terms, Linehaul Group (inclusive of all subsidiaries and related entities) disclaims all liability arising from or related to any such agreements.

If you are a Driver and a Booking is requested via the Platform, you will be required to either confirm or reject the Booking request within the Booking Request Period, otherwise the Booking request will automatically expire.

A Booking Fee is payable by the Customer to Linehaul Group in full immediately upon confirmation of a Booking by a Driver.

In addition to the Booking Fee, the Customer will be required to pay to Linehaul Group the Transportation Fee plus the Transportation Fee Hold amount. Linehaul Group, via its payment provider will hold the Transportation Fee and Transportation Fee Hold amount until such time as the Booking is completed and the Customer has paid in full for all amounts owing. Once a valid tax invoice is provided by the Driver to Linehaul Group via the Platform, Linehaul Group will raise a tax invoice for the Transportation Fee and Booking Fee (noting the Booking Fee should already have been deducted from the Customer's Payment Details) and in the absence of any dispute from the Customer, the tax invoice will be deemed accepted by the Customer if no dispute is raised within 24 hours. Linehaul Group will pay the Transportation Fee received from the Customer to the Driver within 48 hours of Linehaul Group having received the Customer's payment.

Where the final Transportation Fee is in line with the Quote and the Transportation Fee held by Linehaul Group, the Transportation Fee Hold will be refunded by Linehaul Group to the Customer. Where the final Transportation Fee exceeds the Transportation Fee paid by the Customer (i.e due to the Customer's actions/inactions, changes or misdescription in the Booking Request) Linehaul Group may deduct the shortfall in the Transportation Fee and the Booking Fee from the Transportation Fee Hold and where the Transportation Fee Hold is not sufficient to cover the difference, Linehaul Group may require the Customer to immediately pay the additional amount.

The Customer agrees that the Transportation Fee Hold will be applied and released as follows:

1. firstly, in payment of the Booking Fee shortfall;
2. secondly, in payment of the Transportation Fee shortfall;
3. thirdly, in payment of any other monies owing to Linehaul Group;

4. fourthly, in payment of any other monies owing to the Driver; and
5. fifthly, in payment to the Customer under these Terms.

Customers authorise Linehaul Group (and/or any third-party payment processor of Linehaul Group from time to time) to charge and deduct the Booking Fee, Transportation Fee and the Transportation Fee Hold from you using the Payment Details.

The receipt of the Driver's tax invoice by Linehaul Group does not constitute an obligation by Linehaul Group to pay for the Transportation Fee as set out in the tax invoice. Linehaul Group simply receives the Driver's tax invoice on behalf of the Customer and raises a consolidated tax invoice to the Customer (for the Transportation Fee and Booking Fee) as agent for the Driver in respect of the Transportation Fee.

For Customers situated in Australia, Linehaul Group will collect GST on the Booking Fee on behalf of Linehaul Group and the Driver will charge GST on the Transportation Services all of which will be itemised in the tax invoice provided by the Driver and by Linehaul Group. Customers and Drivers represent and warrant that they are or will be (prior to accepting a Booking) registered for GST.

All amounts owed to Linehaul Group under or in connection with these Terms constitute debts due and payable by you to Linehaul Group until paid in full. You must pay all amounts due to Linehaul Group without set-off, deductions counter-claims or conditions; and in available cleared funds. If an amount due under these Terms is paid after the due date you must pay Linehaul Group, in addition to the overdue amount interest at the rate of 10% per annum calculated based on a 365-day year from the date of the default until the date the amount (together with all accrued interest) is paid in full; and all costs and expenses incurred by Linehaul Group in collecting the overdue amount.

Where Linehaul Group, in its total discretion, has agreed to allow a Member to pay for the Services on credit, the Member must complete Linehaul Group's credit application and will be governed by Linehaul Group's credit terms, in addition to these Terms.

All fees and charges shown on the Platform and identified in these Terms are in Australian Dollars (AUD) and are inclusive of any applicable GST (unless otherwise indicated).

Both Drivers and Customers agree to allow Linehaul Group to assign its interest in and right to receive payment from a customer under a third party factoring arrangement.

14. CANCELLATIONS

If the Customer cancels a Booking once accepted by the Driver, the Customer will be charged a Cancellation Fee. The Customer agrees and acknowledges that payment of a Cancellation Fee is a genuine pre-estimate of the loss suffered by the Driver and Linehaul Group. The payment of a Cancellation Fee does not derogate from any Linehaul Group's rights under this Agreement and does not relieve the Driver from any of its obligations and liabilities. Linehaul Group will pay the Cancellation Fee to the Driver and will retain the Booking Fee.

If, as a Driver, you cancel a confirmed Booking, you agree that Linehaul Group may apply penalties or consequences to you, including:

1. publishing an automated review on your account indicating that a Booking was cancelled;
2. not allocating you further Booking Requests for a period of time; and/or
3. immediately terminating your account if more than one (1) cancellation occurs in any three (3) month period.

If, as a Driver, you cancel a Booking due to a Force Majeure event, the Customer releases the Driver and agrees not to make any claim for that lawful cancellation.

In certain circumstances, Linehaul Group may decide, in its sole discretion, that it is necessary or desirable to cancel a confirmed Booking made via the Platform. Linehaul Group may also determine, in its sole discretion, to refund to the Customer part or all of the amounts charged to the Customer.

Linehaul Group will initiate any refunds due to you pursuant to these Terms within 30 days, using your Payment Details.

15. INSURANCE

The Driver is responsible for insuring its trucks, its drivers and for maintaining any other licenses, permits or insurances required by law. The Driver must also hold insurance covering the Goods in transit, for an amount equal to their full replacement value.

The Customer is responsible for insuring the Goods, including during storage and transit for their full replacement value, and for any other licenses, permits or insurances required by law.

Linehaul Group may, but is not required to, require the Driver and/or Customer to supply Linehaul Group with evidence (certificates of currency and/or policies) of their insurance.

16. YOUR OBLIGATIONS

While it is not Linehaul Group's intent to monitor your online communications to or within the Platform, Linehaul Group reserves the right to remove any content that we become aware of and determine to be harmful, illegal or in breach of copyright laws or privacy laws. You may not use the Platform or all or part of any Collective Content for any unlawful activity nor for any activities that breach any laws, infringe a third party's rights or are contrary to any relevant standards or codes. You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Platform.

You covenant and warrant that:

1. all information and data provided by you to Linehaul Group (including billing and contact details) or otherwise is true, accurate, complete and up to date;
2. any person receiving, accessing or using the Platform or the Collective Content using your Account is authorised by you to do so;
3. you have and will comply with all relevant laws relating to your use of the Platform and the Collective Content and your making of any Booking Request or Booking with us;

4. you will ensure that any log in information and password that is used to access the Platform or the Collective Content and the details of any account is kept in a safe and secure manner;
5. you will promptly notify Linehaul Group if you are or become aware that there is or has been an unauthorised use of any of your account, or any other security breach relating to any Account;
6. you are responsible for any costs associated with your access to or use of the Platform, Booking Requests, Bookings and/or any Collective Content including internet access fees; and
7. you are responsible and liable for any person that uses your account and/or password to make Booking Requests or Bookings through the Platform.

You must not and agree that you will not:

1. use the Platform in a manner or way, or post to or transmit to or via the Platform any material, which interferes with other users or our other customers or defames, harasses, threatens, menaces or offends any person or which prevents any other person from using or enjoying the Platform;
2. make fraudulent or speculative enquiries, orders or requests through the Platform;
3. use another person's details without their permission or impersonate another person when using the Platform;
4. post or transmit to the Platform any obscene, indecent, inflammatory or pornographic material or any other material that may give rise to civil or criminal proceedings;
5. use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of the Platform;
6. modify, adapt, translate or reverse engineer any portion of the Platform;
7. remove any copyright, trade mark or other proprietary rights notices contained in or on the Platform;
8. reformat or frame any portion of the web pages that are part of the Platform;
9. use the Platform to violate the security of any computer or other network or engage in illegal conduct;
10. tamper with or hinder the operation of the Platform or the Collective Content nor knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to the Platform;
11. take any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our infrastructure;
12. violate any local, state, national or other law or regulation, or any order of a court, including without limitation zoning restrictions and tax regulations;
13. use the Platform or Collective Content to identify or communicate with a Member (directly or indirectly) and then complete a booking or reengagement independent of the Platform, in order to circumvent the obligation to pay any Booking Fees related to Linehaul Group's provision of the Services, or for any other reason. This obligation is taken extremely seriously by Linehaul Group;
14. recruit, or otherwise solicit any Member to join third party services, websites or applications that are competitive to Linehaul Group, without our prior written approval; and
15. use the Platform or the Collective Content other than in accordance with these Terms.

17. RESPONSIBILITY, RIGHTS AND MODIFICATION OF MEMBER CONTENT

Linehaul Group accepts no liability for Member Content.

The Member is responsible for the accuracy, quality and legality of Member Content and the Member's acquisition of it, and the users that create, access and/or use Member Content.

By registering as a Member, making a Booking Request or Booking, contributing, commenting, uploading images or files, inputting data, linking to data or files on third-party sites, or engaging in any other form of communication through the Platform you are creating Member Content and you are granting Linehaul Group a transferable, sub-licensable, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide licence to:

1. use, copy, sub licence, adapt, transmit, publicly perform or display any such Member Content; and
2. sub licence to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to the Member Content.

This licence shall include the right to exploit any proprietary rights in the Member Content, including but not limited to rights under publicity, copyright, trademark or patent laws under any relevant jurisdiction.

Linehaul Group reserves the right to filter, modify, publish and permanently remove Member Content on the Site, Application or in connection with the Services in its sole and unfettered discretion

To the extent permitted by law, Linehaul Group accepts no liability for the accuracy of any information made available using the Platform. Any reliance on the information available through the Platform is at the Member's own risk.

18. RATINGS

Customers and Drivers are requested to give one another a rating on conclusion of the Booking. Ratings are used by Linehaul Group to monitor the standard of the Transportation Services and compliance with a Booking. If a party receives poor ratings on multiple occasions, Linehaul Group may restrict an account or terminate use of the Platform by that party.

19. TERMINATION

These Terms operate for a term commencing on the date you access the Platform and ending when terminated in accordance with these Terms.

Members may terminate their access to the Platform by ceasing to use the Platform and requesting cancellation of their account to Linehaul Group by email to info@Linehaul.com.au provided that any Bookings in train must be completed. Once terminated, an account cannot be reactivated, except at Linehaul Group's absolute discretion.

Linehaul Group may suspend or terminate these Terms in its sole discretion at any time. Without qualifying the foregoing, Linehaul Group may immediately suspend, terminate or

limit your access to and use of the Platform and (where relevant) your account and any Collective Content if Linehaul Group suspects that you have committed a fraudulent act and/or you have, or you intend to, breach these Terms.

Any termination by Linehaul Group in circumstances where you are either in material default of your obligations under these Terms, or are in default of a non-material obligation which you fail to remedy within five days of being notified of the default by Linehaul Group, will be of immediate effect.

In the event an agreement arising under or in connection with these Terms is terminated, Linehaul Group may take such steps as it deems necessary to ensure you cease using or accessing, or having any ability to use or access, the Platform and/ or any Collective Content, including but not limited to revoking your licence and blocking your access.

20. WARRANTY AND LIMITATION OF LIABILITY

Linehaul Group does not warrant or represent the suitability of the Platform, the Collective Content, the Booking Requests, the Bookings, the use of the Transportation Services or its Members for any purpose. To the extent permitted by law, neither party is liable to the other for any direct loss and damages, or for fines, penalties, taxes and any exemplary, aggravated or punitive damages, liquidated damages or indirect and consequential loss and damages arising in any way (including without limitation for loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind) legal costs and expenses or loss or corruption of data, in contract, tort, under any statute or otherwise (including negligence) arising from or connected to the Platform, Services, the Collective Content, the Booking Requests, the Bookings, the use of Transportation Services or its Members.

Any liability to you for loss or damage of any kind arising out of these Terms, the Platform, Services, the Collective Content, the Booking Requests, the Bookings, the use of Transportation Services or its Members or in connection with the relationship established by any of them is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether our liability is in contract, tort (including negligence), under any statute or otherwise.

In any event, Linehaul Group's liability under any warranty and whether in negligence or not, shall not exceed the price of any Booking Fees paid to Linehaul Group.

21. INDEMNITY

YOU ASSUME ALL RESPONSIBILITY FOR YOUR USE OF THE PLATFORM, SERVICES, THE COLLECTIVE CONTENT, THE BOOKING REQUESTS, THE BOOKINGS, THE TRANSPORTATION SERVICES AND/OR INTERACTIONS BETWEEN MEMBERS AND INDEMNIFY AND HOLD HARMLESS LINEHAUL GROUP, AND ANY OF ITS ASSIGNS, AGENTS OR EMPLOYEES AGAINST ANY CLAIMS, LAWSUITS, DAMAGES, AND EXPENSES (INCLUDING BUT NOT LIMITED TO SOLICITOR'S FEES ON AN INDEMNITY BASIS).

22. MEMBER DISPUTES

In the event of a Member Dispute between Members up to the value of \$5,000 (AUD) Linehaul Group may, in its absolute discretion, allow the parties to make submissions and provide evidence to Linehaul Group in respect of the Member Dispute. At its election, Linehaul Group may analyse the Member evidence and submissions and make a determination on the information before it within a period not exceeding 30 days. The Members agree that Linehaul Group's decision is final and binding and any monies held by Linehaul Group may be dispersed in accordance with the adjudicated dispute.

In the event of a Member Dispute between Members exceeding the value of \$5,001 (AUD) Linehaul Group may hold all funds held by Linehaul Group (less Booking Fees payable to Linehaul Group which may be released) the subject of the Member Dispute until such time as the Members jointly notify Linehaul Group in writing of the resolution of the Member Dispute or Linehaul Group is provided with a sealed judgement of a Court of competent jurisdiction in Australia in respect of determination of the Member Dispute.

Disputes in respect of tax invoices must be raised by a Member within 24 hours of the issuing of the tax invoice, or such tax invoice will be deemed accepted.

Linehaul Group will deal with any unclaimed monies in accordance with the laws of Australia.

23. AMENDMENTS

Linehaul Group reserves the right, in its sole discretion, to amend these Terms and/or the Platform at any time. Any such amendments will be effective as soon and from the commencement of the following calendar month. By continuing to access or use the Platform after these Terms have been modified, you agree to be bound by the amendments to these Terms.

24. GENERAL PROVISIONS

If the whole or any part of a provision of these Terms is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of these Terms has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of these Terms or is contrary to public policy.

Any sum owing between the parties or any provision that is intended to survive termination of these Terms shall survive termination and shall remain enforceable thereafter.

These Terms are governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of that place.

25. PRIVACY POLICY

You may refer to the Linehaul Group Privacy Policy available on the Site.

26. ADDITIONAL TERMS

These Terms are subject to any additional terms expressed as 'special conditions' or advertised on the Platform by Linehaul Group.

Any terms stated in a Booking Request will form part of your agreement with another Member pursuant to a Booking.

27. DEFINITIONS AND INTERPRETATION

In these Terms:

"Booking" means a Booking Request for Transportation Services that has been accepted by a Driver.

"Booking Fee" means the Fee payable by the Customer to Linehaul Group for the provision of the Services, being an amount calculated depending on the Quoted Transportation Fee and as displayed during the Booking process, as updated from time to time in accordance with any increase in the Transportation Fee.

"Booking Request" means a request raised by a Customer via the Platform for Transportation Services.

"Booking Request Period" means the time period starting from the time when a Booking Request is made by an Customer, within which a Driver may decide whether to confirm or reject that Booking request, as stated on the Platform. Different Booking Request Periods may apply in different places.

"Cancellation Fee" means the amount equal to 20% of the Quoted Transportation Fee plus the Booking Fee which is non-refundable.

"Collective Content" means Material and Member Content.

"Customer" means a Member who requests Transportation Services from a Driver.

"Driver" means a Member who provides the Transportation Services to Customers and includes a single operator Driver or a business or entity operating multiple Drivers, in which case references to Driver and the Member mean the individual Driver but also their employer, manager or principal who are bound by these Terms.

"Driver Transport Capabilities" means the Driver's capabilities and restrictions in respect of its vehicles, the provision of the Transportation Services and ability to transport Goods, as advised to Linehaul Group from time to time.

"Force Majeure" means an act of God, fire, lightning, earthquake, explosions, flood, subsidence, insurrection or civil disorder or military operations or act of terrorism, expropriation, strikes, lock-outs or other industrial disputes of any kind and any other event which is not within the reasonable control of the party affected.

“Goods” means the Goods of the Customer, to be transported by the Driver as described in the Booking Request.

“GST” has the meaning it has in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

“Intellectual Property” means any and all items in which Intellectual Property Rights subsist, existing now or in the future and whether or not registered or registrable in connection with the Materials and/or the Member Content as the context requires.

“Intellectual Property Rights” means all current and future registered and unregistered rights and all renewals and extension of those rights in respect of copyright, marks, trade secrets, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation 1967.

“Member” means a person or entity that signs-up to the Platform including but not limited to Drivers and Customers.

“Member Content” means all content that a Member posts, uploads, publishes, submits, transmits, or includes in their Booking Request, Member Account, Quote, Booking or otherwise.

“Prohibited Goods” means:

- Alcoholic beverages, Beer, Wine, Spirits
- Animals, animal products, animal skins
- Fur(s), ivory, endangered animal products
- Antiques, fine art or works of art
- Bullion
- Collectibles and/or irreplaceable items
- Any item worth more than its original purchase price or that is not commonly available
- Currency or negotiable instruments
- Dangerous goods, hazardous or combustible materials
- Aerosols & perfumes
- Flammable liquids, petrol, lighter fluid, flammable solids, non-safety matches
- Gases, mace, camping gas, oxidizers, bleach, poisons, pesticides, corrosives, car batteries, lithium batteries, mercury
- Drugs / Narcotics (illegal) and pharmaceutical products
- Explosives
- Detonators, fuses, grenades, mines and explosives, fireworks & flares
- Firearms, parts thereof and ammunition
- Human remains (including ashes)
- Industrial diamonds or carbons
- Medical samples
- Diagnostic specimens, blood, urine, bodily fluids, tissue samples
- Perishable items
- Flowers, dry ice, foodstuffs, items requiring temperature control or special handling, plants

- Plant products and plants
- Cotton, seeds, teas, tobacco
- Pornography
- Precious & semi-precious stones (including jewellery)
- Watches & costume jewellery

“Platform” means the provision of the Services through the Site, Application or other means.

“Policy” means a policy displayed on the Site from time to time.

“Quote” means the quotation for the Transportation Fee as provided by the Driver via the Platform in response to a Booking Request.

“Tax” or **“Taxes”** means any sales tax, GST, transient occupancy taxes, accommodation or lodging taxes, fees, that a party may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes.

“Transportation Fee” means the fees payable by the Customer to the Driver, as updated or agreed from time to time in consideration of the Driver providing the Transportation Services.

“Transportation Fee Hold” means the additional payment to be made by the Customer, which varies depending on the quoted Transportation Fee, to be held by Linehaul Group in accordance with these Terms to be calculated by Linehaul Group during the Booking process depending on the amount of the Transportation Fee.

“Transportation Services” means the services to be provided by a Driver, using the Driver’s vehicles, drivers and equipment (as necessary) to a Customer involving the pickup, transportation and delivery of the Customer’s Goods in accordance with a Booking Request.

“WAD” means ‘work as directed’ where the Customer does not stipulate the delivery locations but will advise the Driver as to the delivery locations on pickup.