



Driver Terms & Conditions

Version Published: 3.04.2017

ingogo aims to help you increase the number of fares you receive and to help you earn additional money from services you provide to ingogo which helps us to give our customers a better taxi/hire car experience. We also aim to reduce the frequency of no-shows, reduce the amount of time you drive around vacant and enable you to communicate directly with your passenger before pickup.

ingogo Limited ABN 27 152 473 482 ("ingogo" or "we") operates the ingogo driver communication system, web pages and payments system ("ingogo platform") that allow passengers to book a taxi/hire car by using mobile phone or web-based technology, communicate with the taxi/hire car driver ("Driver") and/or pay the fare and ingogo's service fees either through their mobile phone, through ingogo's web pages, through the payment terminal supplied to you by ingogo or by cash.

ingogo provides access to (and rights to use) the ingogo platform, associated software and hardware to Drivers so that they may view the location and intended destination of passengers wanting a taxi/hire car and manage other functions using the ingogo platform. However, and without limiting any specific provisions of the following terms and conditions, the use by you of such technology and information (including any passenger information) is solely limited to the provision by you of taxi/hire car services only and cannot be used by you for any other purpose.

By using the ingogo mobile phone (or any other device) to access the ingogo platform or use any other services provided by ingogo, it is a condition of such access that you do so on the basis of, and you agree to be bound by, the following terms and conditions ("Terms").

1. General

- a. The ingogo platform is a creative way for drivers and passengers to access innovative new bookings and payment services.
- b. ingogo is not responsible and has no liability to you or any third party for any motor vehicle transportation services that you provide to passengers for reward.
- c. ingogo reserves the right to change these Terms at any time, effective immediately upon posting of such amended Terms on the ingogo platform. To ensure you are aware of the latest version of these Terms and Conditions of Use, please check <http://www.ingogo.mobi/docs/legal/driver/DRIVERTandC.pdf> periodically.

2. Permitted Use of the ingogo platform

- a. You agree that you are only authorised to access and utilise the ingogo platform for your own personal use during a shift under your taxi/hire car licence and/or applicable driver authority. You may not allow any other driver to use your account number or driver authority. You must not use the ingogo platform in any other capacity whatsoever.



b. You must not accept any job on behalf of another driver or any job that you cannot complete within the required timing (or which a reasonable driver would consider could not be completed within the required timing). If you accept a job and subsequently believe you will not be able to or cannot complete it for any reason, you must cancel it immediately.

c. You warrant that you are either:

i. a registered taxi driver with a current licence if you drive a taxi; or

ii. you have a hire car driver authority and a current and effective licence if you drive a hire car;

and you agree to comply with all applicable laws and regulations governing the operation of your taxi/hire car consistent with your use of the ingogo platform.

d. The content, data and software on the ingogo platform is the property of ingogo or its third party licensors and is protected by copyright and confidentiality. You must not obscure, delete or modify the legal notices and other notices, trademarks, logos or information on the ingogo platform, nor disclose any confidential information about how the ingogo platform operates. You must not duplicate, download, publish, modify or otherwise use or distribute the ingogo platform for any purpose unless specifically authorised by ingogo to do so.

e. You must only use the ingogo platform, mobile phone and services for its intended purposes. You must not use the ingogo platform, mobile phone or services for sending or storing any unlawful or objectionable material or for fraudulent purposes. If you suspect any fraudulent behaviour on the ingogo platform you must notify ingogo by calling **1300 008 294**, or sending an SMS to **0477 765 035** and contact the Police immediately.

f. You must not use the ingogo platform or service to cause nuisance, annoyance or inconvenience, or to commit any offence under applicable telecommunications laws.

g. You must not impair the proper operation of the ingogo platform.

h. You must not try to harm or interfere with the ingogo platform in any way whatsoever.

i. You must keep secure and confidential your account password or any identification we provide you which allows access to the Service.

j. You must provide us with whatever proof of identity we may reasonably request and you consent to us scanning it and storing a copy in ingogo's databases for security, law enforcement, identity verification and other reasonable or incidental purposes we think fit. This may include sending a copy of your driver's photo authority to any ingogo passenger that enters a taxi/hire car under your control so that the passenger can verify that you are in fact the driver that accepted their booking. We may also supply a copy of any document you have furnished us to the police, the relevant Department of Transport, or any other regulatory authority where there is good cause for any of the foregoing to request it.



k. You must only use the ingogo mobile phone to access the ingogo platform. If an ingogo mobile phone is lost or stolen, you must immediately notify ingogo by calling **1300 008 294**, or sending an SMS to **0477 765 035** or emailing support@ingogo.mobi so that we can cancel any unauthorised passenger collections. ingogo will email or SMS you a receipt to confirm we have received your call, email or SMS. To the extent permitted by applicable law, you are personally responsible for the safety and wellbeing of any ingogo passenger whose booking was accepted by use of the ingogo mobile phone issued to you.

3. User ID, Password and Security

a. You are responsible for maintaining the confidentiality of any user ID and/or password provided to you by ingogo for use in connection with the ingogo platform, mobile phone or other services. You expressly agree not to share your ingogo mobile phone, user ID and/or password with any other person. You are solely responsible for all activities that occur under your user ID and/or password, and you agree to notify ingogo immediately of any unauthorized use of your user ID and/or password or any other breach of security related to ingogo platform. If you are concerned that your password has been compromised, or you have lost your mobile phone with ingogo software, it is your responsibility to call ingogo immediately on **1300 008 294**, or send an SMS to **0477765035** or email support@ingogo.mobi and advise us so we may disable your account and cancel any unauthorized passenger collections. ingogo will not be liable for any loss or damage arising from your failure to safeguard your user ID, password, mobile device or your failure to comply with any of the requirements of this clause.

b. You must keep all information about a passenger, card holder or card received by use of the ingogo platform confidential and you must not disclose such information, including any cardholder name or account numbers to any person other than ingogo or as required by law.

4. Driving while using a mobile device.

You must comply with all traffic laws and use the ingogo mobile phone in hands free mode only when in control of a motor vehicle. ingogo has no responsibility or liability for your failure to comply with any applicable law.

5. GPS Positioning & Privacy

You acknowledge that the ingogo mobile phone is able to track its location periodically in order to provide a listing of nearby intending passengers. You give permission for ingogo to track that location and display it to passengers and other users of the ingogo platform, as well as using that information and its history for ingogo's commercial purposes, profiling, logistics planning and for all law enforcement and passenger security purposes.

6. Unauthorised Use of the ingogo platform

Illegal and/or unauthorised uses of the ingogo platform, whether for unauthorised passenger collections, unauthorised framing of or linking to the ingogo platform or otherwise, may result in ingogo terminating your rights to use the ingogo platform.



7. Breach of these Terms and Conditions

a. If you breach these Terms or use the ingogo platform or mobile phone in a manner which violates the rights of ingogo or any other person, or to contravene any law, ingogo may suspend or terminate your use of the ingogo platform, prevent you from making future use of the ingogo platform, and reserve the right to take legal action against you. Where ingogo intends to suspend or terminate your use of the ingogo platform or prevent you from making future use of the ingogo platform, ingogo will endeavour to provide you with reasonable prior notice, together with reasons for that action being taken. If you wish to dispute that decision of ingogo, you may set out the reasons why you dispute ingogo's intended actions and ingogo will act reasonably in considering your response. At its option, ingogo may refer any dispute to mediation under the auspices of the Technology Dispute Centre, Sydney (and the Technology Dispute Centre's rules for mediation will apply).

b. Despite sub-paragraph (a) of this clause, ingogo may immediately terminate your use of the ingogo platform without notice where in ingogo's reasonable opinion you have breached these Terms on more than one occasion or have committed a serious breach of these Terms.

c. ingogo has no liability to you where it terminates or suspends your use of the ingogo platform or otherwise takes any action in accordance with these Terms.

d. You agree that monetary damages may not provide a sufficient remedy to ingogo for violations of these Terms and you consent to injunctive or other equitable relief for such violations.

e. ingogo may release information about you if required by law. ingogo may also release user information about you in accordance with its Privacy Policy.

8. Disclaimers

a. While our rating system (where applicable) endeavours to indicate an intending passenger's reliability based on previous drivers' ratings, and our passenger cancellation fee endeavours to improve passenger reliability, we do not and cannot guarantee that the passenger will be at the specified pickup location or that they are an honest, reliable, solvent or sober passenger.

b. While ingogo endeavours to ensure high levels of availability, the nature of information technology platforms and, more importantly, communication networks means that ingogo cannot and does not warrant or promise that the ingogo platform will be error-free or uninterrupted. ingogo relies on a number of third party providers of plug ins, tools and services to maintain continuous operation of its systems. ingogo will not be liable for any prolonged or repeated disruptions arising from causes beyond its control, including (without limitation) where a key service provider suffers outages or other disruptions.

c. The ingogo platform and its content are delivered on an "as-is" and "as-available" basis. In particular, you may not be able to access the ingogo platform if you are in a location where mobile phone reception is poor or non-existent for the network to which it is connected.



d. ingogo cannot ensure that files you download from the ingogo platform will be free of viruses or contamination or destructive features although ingogo will take steps consistent with industry practice to protect against this occurring.

e. ingogo does not by these Terms exclude any rights and remedies in respect of goods or services under the Australian Consumer Law which cannot be excluded, restricted or modified. However, to the maximum extent permitted by law, ingogo excludes all rights, remedies, conditions, warranties and liability in respect of goods or services which arise from your use or inability to use the ingogo platform. In particular, to the fullest extent permitted by law:

i. ingogo will not be liable for injury or damage of any kind arising from the use of the ingogo platform or mobile phone, including without limitation, direct, indirect, incidental, punitive and consequential damages.

ii. ingogo makes no guarantee of any specific result from use of the ingogo platform or use of the ingogo service, other than the revenue to which you are entitled under the subsequent provisions of these Terms.

iii. ingogo disclaims any and all liability for the acts, omissions or misconduct of any ingogo platform users, passengers, drivers, advertisers/sponsors, employees, contractors or otherwise, whether authorised or not, in connection with any use of the ingogo platform and/or the ingogo website or any other service offered or provided by ingogo.

f. Without limiting the other provisions of this clause 8, you must report to us on **1300 008 294**, or send an SMS to **0477 765 035** or email support@ingogo.mobi at the earliest opportunity any inappropriate behaviour or misconduct of another user of the ingogo platform including passengers, drivers, advertisers, employees, contractors or staff, and ingogo may investigate your report and take whatever action it believes appropriate, in its sole discretion.

9. ingogo Supplied Equipment

a. ingogo may provide you with an ingogo mobile phone which will enable you to access the ingogo platform.

b. ingogo monitors the usage of the ingogo SIM cards. The data SIM is for ingogo use only. If you remove the data SIM card from the ingogo mobile phone or use this for any other purpose, your ingogo account will be suspended, you will be asked to return our equipment and you will be liable for the cost of data used to access non ingogo data at \$2.00 per MB (charged per KB).

c. ingogo may provide you with other equipment including an Ingenico payment terminal, being an ISMP or iCMP model or similar (the "ingogo Payment Terminal"), bluetooth printer, cradle, 4 port charger and magnetic ingogo flag or items functionally equivalent to those items (collectively, including the ingogo mobile phone and all ingogo SIM cards, the "ingogo Equipment"). **If you lose or misplace any ingogo Equipment or any ingogo Equipment is stolen you MUST contact us immediately on 1300 008 294 or SMS 0477 765 035 AND you must report this immediately to Police and provide ingogo with the Police incident report number.**



d. The ingogo Equipment at all times remains the property of ingogo and you are responsible for the replacement cost of any item stolen, lost or damaged or not returned to ingogo in accordance with these terms and conditions.

e. ingogo may at any time require you to pay a bond to ingogo of an amount equal to the value of the ingogo Equipment provided to you (as notified to you at the time). ingogo will refund the bond to you within 14 days after you return all of the ingogo Equipment to us and reimburse us for any additional amount you owe to us. ingogo may retain part or all of the bond to the extent you fail to return any ingogo Equipment or reimburse us for amounts owing in accordance with these Terms.

f. If you fail to report any of your ingogo Equipment missing or stolen within 24 hours of you becoming aware that it is missing or has been stolen, and the data SIM card from the ingogo mobile phone is subsequently misused, you will be liable for the cost of data used at \$2.00 per MB (charged per KB).

g. ingogo may terminate your access to the ingogo platform in its absolute discretion for any misuse of the ingogo platform, or any failure to comply with ingogo's stated policies or these Terms, or if in ingogo's reasonable opinion you are not a fit and proper person to provide services through the ingogo platform. If your access is terminated you must return the ingogo Equipment in working order to our office within 7 days.

h. When you return the ingogo Equipment you will be provided with a signed receipt from ingogo confirming the return of all the items. Please retain this receipt as proof of your return.

10. Payment Methods, Pricing and Fees

A. Bookings through ingogo

Where you accept a booking through the ingogo platform, the following terms apply:

a. If you receive a booking request through the ingogo platform, you will be offered a fixed fare from the pick-up location to the destination specified in the booking request. The fixed fare is the total amount you are entitled to receive for the trip including all fees, extras, surcharges and any other amount but excluding tolls. All tolls you actually incur will be separately reimbursed to you in full by ingogo. You must not charge any tolls separately to the passenger.

b. If you accept a booking request, you agree that you will pick up the passenger at the pick-up location at the time requested in the booking request, that you will deliver the passenger to the destination specified in the booking request and, except as otherwise stated in these Terms, you must not charge the passenger any additional amount.

c. If the passenger specifically directs you to take a significant diversion from the direct route between the pick-up location and the destination submitted with the booking request, or to extend the trip past the destination submitted with the booking request, this is not covered by the fixed fare amount and you may seek an additional amount from the passenger. The additional amount must be discussed and agreed with the passenger and, if you are a taxi Driver, must not be more than



your reasonable estimate of the metered fare for the additional time and distance. Any other circumstances where you believe you have suffered loss must be raised with ingogo and must not be raised with the passenger. ingogo will reasonably consider a request for additional compensation in unusual or unexpected circumstances.

d. Payments for trips booked through the ingogo platform will either be:

- i. automatically processed by ingogo through the ingogo platform; or
- ii. required to be collected by you at the end of the trip, whether through the ingogo Payment Terminal, by cash or other means.

You will be informed on the screen of the ingogo mobile phone how payment should be processed, based on the passenger's selection when booking, and you must follow these instructions.

e. Where the passenger has chosen to pay through the app, the payment cannot be processed by you through the ingogo Payment Terminal or any other payment terminal. For the avoidance of doubt, this paragraph does not apply to additional amounts agreed between you and the passenger pursuant to paragraph (c) above.

f. Where the passenger has chosen to pay other than through the app:

- i. at the end of the trip you must charge the passenger the fixed fare amount displayed on the ingogo mobile phone and no other amount. If you charge the passenger a different amount, you will be liable for and must account to ingogo on demand for any difference.
- ii. you agree to collect ingogo's service fees, which are included in the fixed fare amount, from the passenger as our agent and to account to us for those fees on demand.
- iii. please be aware, and ensure any passenger is aware, that any amount processed through a non-ingogo payment terminal may incur additional fees and surcharges.

g. You must not provide cash out to passengers on any credit card transaction. If you do, you will be liable for any resulting charge back.

h. If you accept an ingogo booking and subsequently fail to acknowledge you are on route via your ingogo application or you cancel the job, a **\$50 cancellation fee** will be applied for any job with an Airport destination and a **\$10 cancellation fee** for any other destination. This will be charged to your account and \$10 will be offered as a bonus to the next driver accepting this job, or to the passenger if no other driver accepts the job. If you repeatedly do this ingogo reserves the right to suspend your access to jobs or terminate your account with ingogo.

i. If you accept an ingogo booking and then either:

- (i) take another passenger or drive away from the passenger;
- (ii) press 'collected' or 'no show' when you are not in close proximity to the passenger's collection address; or



(iii) call, sms or message the passenger and ask them to cancel the job when you cannot collect the job for any reason, instead of cancelling it yourself;

then a **\$100 cancellation fee** will be applied to your ingogo account and you approve ingogo to charge this against your debit card or monies we hold on your behalf and ingogo reserves the right to suspend your access to jobs or terminate your account with ingogo.

j. A **\$100 cancellation fee** will be applied if you accept any job on behalf of another driver, and you hereby approve ingogo to charge this against your debit card or monies we hold on your behalf. In these circumstances ingogo may also suspend your access to jobs or terminate your account with ingogo.

k. If you cannot complete a job you must cancel it immediately. This is to ensure we can track every trip accurately and ensure private and business passengers can pay via ingogo accounts.

l. Drivers do not receive any commission on payments made in relation to bookings through the ingogo platform, ie. fixed fares.

m. If your account with ingogo falls below zero as a result of the amount of ingogo service fees collected by you on ingogo's behalf exceeding the amount ingogo owes you, that amount is a debt due and payable to ingogo. You must repay that amount within 2 days of being notified by ingogo. If you fail to repay, ingogo may suspend or terminate your access to part or all of the ingogo platform and, without limitation, the amount owing may be dealt with pursuant to clause 15.

B. Payments through the ingogo Payment Terminal (rank and hail jobs)

Where a trip is not booked through the ingogo platform (ie a job from a street hail or taxi rank) and you process a payment through the ingogo Payment Terminal, the following terms apply:

a. ingogo processes passenger credit or debit cards which may include: Visa, MasterCard, American Express, Diners Club, JCB and any other branded debit, credit or charge card of which ingogo may give you notice. ingogo CANNOT accept Cabcharge cards. You must use the ingogo platform to process payments if you want to take advantage of ingogo's commission arrangements. In that case it is your responsibility to enter the correct fare. Once the total amount is processed, this cannot be changed.

b. ingogo charges passengers a 5% processing fee (exclusive of GST) in NSW, VIC, WA and 10% processing fee (exclusive of GST) in SA and QLD for physical card payments by Visa, MasterCard, American Express, Diners Club and JCB credit or debit cards. The service fee is payable on the total amount processed, including the base fare, extras, ingogo etc. ingogo will pay you a percentage commission on any amount successfully processed to a passenger's credit/debit card for a trip in which you processed the card payment via our payment terminal.

The Commission rates have been provided to you at the time of signing up to the ingogo platform or by other written notification. Subject to applicable laws, the Commission rates may change and ingogo will notify you using the ingogo platform or other written notification prior to any such change.



c. You agree to inform a passenger of fees payable for a transaction using the ingogo Equipment prior to processing the transaction so the passenger has an opportunity to decide whether to proceed with the payment option or not.

d. The taxi fare is set by government regulations and calculated according to the meter in your taxi. If you enter the metered fare when prompted, ingogo will add the ingogo payment surcharge automatically when charging the customer, and your commission will be calculated according to these Terms.

e. ingogo does not determine tolls or other road or airport or any other usage or access fees that may be incurred during the trip – it is your responsibility to add those to the metered fare, or to add them to the Extras section of the meter, to ensure that you enter the correct payment amount into the ingogo platform.

f. You must not provide cash out to passengers on any credit card transaction. If you do, you will be liable for any resulting charge back. You must notify ingogo by calling **1300 008 294**, or sending an SMS to **0477 765 035** if any passenger requests cash out with any credit card transaction.

C. ingogo debit cards

a. If you agree to receive an ingogo debit card to receive your payments and you fail to process payments through ingogo for a period of 14 days, you agree ingogo may charge you up to **\$25** per month as an account maintenance fee for use of the debit card functionality.

b. If you use an ingogo debit card, ingogo provides 10 Free ATM withdrawals per month at selected ATMs as advised from time to time for drivers using our debit card settlement solution. Excess withdrawals are charged at \$2.00 per withdrawal and will be periodically deducted from your ingogo debit card automatically.

c. Lost ingogo debit cards and lost or forgotten PINs may incur a \$10 administration fee. **DO NOT** record or keep your debit card PIN number in the same place you keep your debit card. ingogo is not liable for any funds withdrawn from the debit card using the PIN.

d. ingogo is not the issuer of the ingogo debit card. Use of the ingogo debit card is subject to the terms and conditions of the card issuer.

e. ingogo will transfer into your nominated bank account all base fares and fixed fares collected via our payment facility for trips driven by you and that you are entitled to within 2 business days of that amount being received from the passenger. Depending on your bank, there may be a settlement delay for which we are not responsible.

f. At the same time that we transfer all fares to you that you are entitled to, we will also pay into your nominated bank account your commission on credit card surcharge revenue and any other taxi driver service incentive payments we may decide to offer from time to time. It is your responsibility to ensure we have your Australian Business Number correctly recorded as without this we may be obliged to withhold tax and report that withholding to the Australian Taxation Office.

D. General



- a. You agree that ingogo may invoice, direct debit from your bank account, charge to your credit card or deduct from any money that ingogo may owe you, any amounts owed to ingogo under these Terms or otherwise.
- b. ingogo may withhold payment on any fares at our discretion where we suspect fraudulent activity by you as a Driver, using a series of methods that we use to determine fraudulent activity.
- c. You must make all payments due to ingogo under these Terms without set off or counterclaim.

11. Promotion of the ingogo service to passengers

You agree to promote the ingogo service to passengers in your vehicle (unless it would be inappropriate to do so in a particular case) by explaining the service to them and making available promotional materials that we may provide to you.

12. Standards and Guidelines

You agree to comply with:

- a. all the standards and regulations set forth in the relevant legislation, regulations and standards connected with the provision of taxi/hire car services by you and consistent with your use of the ingogo platform; and
- b. the ingogo platform guidelines for use (see clause 14).

13. Our Rating system

- a. The ingogo platform may rate passengers and/or Drivers in terms of their reliability of honouring bookings and making payments, and on the quality of service, but we cannot guarantee a passenger continues to meet a certain rating standard.
- b. You acknowledge and agree that your rating may be displayed to the passenger and that an adverse rating may affect your acceptance rate by passengers.
- c. ingogo at its sole discretion may suspend or terminate your use of the ingogo platform if you are rated poorly for an unacceptable proportion of trips you complete.

14. ingogo platform Guidelines for Driver Use

- a. ingogo strives to ensure we send to you reliable and trustworthy passengers. Our passenger cancellation fee ensures that passengers that do not follow through on bookings may be charged up to \$10. The ingogo platform may be used to block anyone who does not act appropriately from using the ingogo platform again, using the same mobile number, and we may report their details to police. It is your responsibility to use the platform features to notify us of no shows or of any other inappropriate or illegal behaviour by an ingogo introduced passenger. This way you will get better passengers more often.
- b. When you accept a passenger's booking using the ingogo platform, you must as soon as possible make your way directly to pick them up and take them to their destination. In the case of advance



bookings, you must arrive to pick them up at or before the time requested. If you do not respond promptly to or arrive punctually for bookings you have accepted, it may affect the volume of jobs you receive and you may be charged a cancellation fee. Repeat offenders may have their access to the ingogo platform terminated.

c. When you pick up an ingogo passenger please verify the passenger by asking for their name BEFORE they get in your taxi to ensure you have the right person as well as for your own security. If you persistently pick up the wrong person and leave ingogo passengers without a taxi, you may be charged a cancellation fee and your access to the ingogo platform may be terminated.

d. Passengers' mobile phone numbers are made available to you solely for the purpose of contacting that passenger in relation to a booking you have accepted from them. You must not use, misuse, disclose or copy a passenger's mobile phone number in any other way or for any other purposes.

e. ingogo may call you from time to time in relation to your use of the ingogo platform. You agree to return ingogo's phone call the same day. If you do not answer your phone when ingogo calls, ingogo will send an SMS asking you to call the office. If ingogo is unable to make contact with you within 24 hours ingogo may suspend your access to jobs until contact is made.

15. Unused & unreturned equipment monthly fees, debt collection & legal recourse

a. During your first shift using ingogo you agree ingogo will call you to answer any questions and troubleshoot any issues you may have. You agree to return ingogo's phone call the same day. If you do not answer your phone when ingogo calls, ingogo will send an SMS asking you to call the office.

b. If after support from ingogo on any issues or questions, you do not use the ingogo Payment Terminal for transacting payments within the next 7 days, you agree to return all the ingogo Equipment to the ingogo offices within 7 days. If you return the ingogo Equipment in good working order within 7 days there will be no charges or fees due to ingogo.

c. You agree to receive daily SMS reminders and phone calls from ingogo to return the device and that such SMS reminders are sent in connection with the business relationship between you and ingogo.

d. If after 2 weeks of receiving the ingogo Equipment you have not used the ingogo Payment Terminal at least once each week (ingogo may average the usage over the relevant period) and you have failed to return all the ingogo Equipment, you agree to pay \$50.00 per calendar month plus GST for each calendar month in which you have not used the ingogo Payment Terminal at least once each week until such time as you return the ingogo Equipment or pay for the replacement costs of the ingogo Equipment. This fee is non-refundable. ingogo will bill this fee on or about the end of each month and it will be payable within 7 days of the invoice date.

e. If after 3 weeks of receiving the ingogo Equipment you have not used the ingogo Payment Terminal at least once each week (ingogo may average the usage over the relevant period) and you have failed to return all the ingogo Equipment, ingogo may take any action to recover any ingogo Equipment or money due to ingogo under these terms and conditions including:



(i) Appointing debt recovery agents. When a debt recovery agent is appointed, ingogo is entitled to charge you a fee of \$165 recoverable by the agent in addition to any amounts outstanding and any other costs of ingogo to recover amounts;

(ii) Informing the police the item has been stolen;

(iii) Taking legal action to recover any monies due and report your full personal details to a credit rating service which may impact your credit worthiness and ability to borrow money and obtain services; and

(iv) ingogo may share your details with other taxi/hire car related businesses which may impact your ability to access their services.

f. ingogo may also recover from you any debt recovery costs or legal costs incurred by ingogo and may charge interest on any overdue amounts at an interest rate equal to the Reserve Bank cash rate plus 5% compounding daily. The total cost may amount to greater than \$2,200 which you agree to pay.

g. If you notify ingogo of your holidays in advance of taking leave from driving, you will not be charged any monthly fees by ingogo during your period of holiday. If the period of your holiday is 8 weeks or less you may keep your ingogo Equipment, however please ensure it is kept in a safe place during leave or alternatively return it to ingogo. If the period of your holiday is more than 8 weeks you must return the equipment to ingogo.

16. GST

a. ingogo may increase the amount (“original amount”) of any fee or other consideration payable by you that has not been specified to include GST by an additional amount so that the total amount payable by you is equal to the original amount plus the amount of any GST liability payable by you on the total amount.

b. You must pay at any time and in any manner requested by ingogo any amount which ingogo decides is necessary to reimburse ingogo for any direct or indirect increase in the cost to ingogo of making, maintaining, administering, or carrying on any business connected with the supply of any facilities provided to you by ingogo resulting from any GST or other taxes or duties.

17. Indemnity

You agree to indemnify and keep indemnified ingogo against, and must pay ingogo on demand the amount of, all losses, liabilities, costs (including legal costs and penalties) expenses and damages incurred or arising in connection with any breach by you of your obligations under these Terms or any breach of your obligations by any of your officers, employees, advisers or contractors, or arising from any dispute between you and any customer in respect of the use of the ingogo platform, except to the extent that the dispute has arisen due to ingogo's act or omission, including where ingogo breaches these Terms. This indemnity is a continuing obligation and continues after use of the ingogo platform. It is not necessary for ingogo to incur expense or make payment before enforcing this indemnity.



19. No waiver

If at any time ingogo does not enforce any of these Terms or grants you time or other indulgence, ingogo shall not be construed as having waived that term or its right to later enforce that or any other term.

18. Severability

If any provision of these Terms is held illegal or unenforceable, then such illegality or unenforceability shall not affect the remaining provisions of these Terms which shall remain in full force and effect.

19. Governing Law

These Terms are governed by, and construed in accordance with, the law in force in the State in which you provide the taxi/hire car services. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in that State, and any court that may hear appeals from any of those courts, for any proceedings in connection with these Terms.