



# ingogo Passenger Terms & Conditions

**Last updated: 26.07.2016**

ingogo Limited ABN 27 152 473 482 ("ingogo" or "we") operates the ingogo driver communications system and web pages ("ingogo platform") to enable ingogo customers ("PASSENGERS") to book a taxi or 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 or through ingogo's web pages.

ingogo is here to make your travel experience easy, fast and reliable, giving you a clear fixed fare up front, keeping you in the loop on how close your driver is and speeding up the payment and receipt process. To enhance the security of both driver and passenger we collect your personal information. If you are not comfortable giving us this information you will not be able to avail yourself of ingogo's services. If you use the ingogo platform you are giving us permission to use your personal information as set out below and in accordance with our Privacy Policy and you are agreeing to all of the terms and conditions below.

**PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE INGOGO PLATFORM.**

The following Terms and Conditions of Use ("Terms") govern your use of the ingogo platform and by using the ingogo platform you are agreeing to be legally bound by them:

## **1. General**

- a. By using or visiting the ingogo platform, you agree to be bound by these Terms, as well as all applicable laws and regulations governing the ingogo platform and point-to-point transport participants.
- b. 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 the Terms, please check [www.ingogo.com.au/terms](http://www.ingogo.com.au/terms) periodically. We will endeavour to send you an email when substantive changes are made that we consider (acting reasonably) will be materially detrimental to you.
- c. If at any time you do not agree to the current Terms, please let us know and we will suspend or revoke your access to the ingogo platform. You are not required to use the ingogo platform and are free to use any other service provider of your choice. Our success is assured only if we meet the needs of discerning participants in the point-to-point transport system by facilitating better experiences.
- d. ingogo does not provide transportation services, and is not a transportation carrier nor a common carrier. ingogo is a service provider that facilitates the formation and administration of travel arrangements between DRIVERS and PASSENGERS. In particular, you acknowledge that ingogo does not and does not intend to provide transportation services or act in any way as a transportation carrier, and has no responsibility or liability for any transportation services provided to you by DRIVERS.

## **2. Permitted Use of the ingogo platform**

- a. You must provide us with the ability to guarantee payment of all amounts due to DRIVERS under any arrangement you have made with them using the ingogo platform, as well as any amounts due to ingogo under these Terms. You are required to provide your charge, credit or debit card details and

your authority for ingogo to debit that card whenever we think it appropriate to pay a DRIVER for any service you have arranged (whether or not utilised in whole or in part or to your satisfaction). You acknowledge that the ingogo system is dependent on a high level of trust and trustworthiness among its participants and you agree not to do anything that would jeopardise or adversely affect that in practice.

- b. You must provide us with documentation including proof of identity so that we may verify your identity to a level of assurance that we deem appropriate to enable us to confirm to DRIVERS that PASSENGERS are known to ingogo.
- c. You agree that you are only authorised to visit, view and use the ingogo platform for your personal private use or use in connection with your work for any business, and that you may not duplicate, download, publish, modify or otherwise distribute any part of the ingogo platform for any purpose other than a purpose permitted and expressly contemplated by these Terms, unless otherwise specifically authorised in writing by ingogo.
- d. The content and software on the ingogo platform is the property of ingogo or its third party licensors and is protected by Australian and international copyright laws. We post a legal notice and other notices, trademarks or logos on the ingogo platform, and to the extent we do so these may not be amended, removed or otherwise used by you. You must not remove any other additional information or disclose any confidential ingogo information without our permission.
- e. You may only use the ingogo platform or services for lawful purposes and in lawful ways. You must not use the ingogo platform for sending or storing any unlawful material or for any unlawful or fraudulent purposes. You must not access the ingogo platform whilst in charge of or otherwise being responsible for the operation of a motor vehicle or any other machinery that requires your close attention.
- f. You must not use the ingogo platform to cause nuisance, annoyance or inconvenience.
- 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.

### 3. User Accounts

- a. In order to use the ingogo platform, you must register for and maintain an active personal ingogo user account ("Passenger Account"). Passenger Account registration requires you to submit to ingogo certain personal information, such as your name, email address and mobile phone number, as well as at least one valid payment method (generally either a charge, credit or debit card). To validate your card ingogo places a \$1.00 pre-authorisation on your card which validates your card and may appear on your card statement. This will not be charged to your account.
- b. If you use a card that does not belong to you, you must have permission from the card owner to charge amounts using the card. If you do not have that permission, we may report your unauthorised use to relevant law enforcement agencies for their further investigation. We may also terminate or suspend your use of the ingogo platform and/or your use of your Passenger Account.
- c. You must be at least 18 years of age to obtain a Passenger Account. You agree to maintain accurate, complete, and up-to-date information in your Passenger Account. Your failure to maintain accurate, complete, and up-to-date Passenger Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the ingogo platform or ingogo

terminating your Passenger Account. Unless otherwise permitted by ingogo in writing, you may only possess one Passenger Account.

- d. 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 and other services. In particular, you acknowledge that for security and safety reasons it is essential that any arrangement made using your Passenger Account must be for travel by you personally (although you may be accompanied by other persons if the DRIVER has agreed). You expressly agree not to share your user ID and/or password with any other person nor to allow any other person to use your Passenger Account. You are personally liable for all arrangements made using your Passenger Account, and you agree to notify ingogo immediately should you suspect any unauthorised use of your user ID and/or password or any other breach of security related to the ingogo platform. If you are concerned that your password has been compromised, or you have lost your mobile device, it is your responsibility to change your password within the ingogo platform, notify ingogo immediately, and cancel any outstanding requests in your name in the ingogo platform. ingogo is not liable for any loss or damage which arises or might arise from your failure to safeguard your user ID, password, mobile device, or your failure to comply with any of the requirements of this clause.
- e. When you register for a Passenger Account or otherwise use the ingogo platform we collect your personal information. Your mobile number, Mobile handset ID, location information and other personal and card information will be securely stored as proof you are the holder of the charge, credit or debit card loaded in your Passenger Account. Other than your card details, we may share your personal information with drivers, law enforcement authorities and our staff, to ensure the operation of the ingogo platform and the wellbeing of participants in the ingogo system, together with other platforms to which you have asked ingogo to interface. If you are an employee or contractor of an organisation which funds your use of point-to-point transport services (e.g. through your use of a corporate credit card) or provides a refund to you for such services, we may share your personal information and other data with the employer to facilitate its management of such expenses. ingogo may also disclose your personal information to the extent permitted by law or as may be required by law (for example, in connection with any subpoena) or if the information is necessary or appropriate to release in aid of addressing any adverse consequences to any person of any act or omission on your part. This is in addition to any other uses permitted under our Privacy Policy which can be located at [www.ingogo.com.au/privacy](http://www.ingogo.com.au/privacy).
- f. You acknowledge and agree that, when you place a booking request through the ingogo platform, your name and mobile number are necessarily provided to the DRIVER who accepts your booking for the purposes of meeting your booking requests and to enable them to contact you in relation to that booking. Under ingogo's arrangements with DRIVERS, DRIVERS are not permitted to use your name or mobile number for any other purpose and any misuse should be reported to ingogo immediately.
- g. By registering for your Passenger Account, you agree that ingogo may use your contact information for promotional, marketing and publicity purposes without any further reference, payment or other compensation to you, including sending you electronic messages. You should direct any request to access, update or correct this information either through the ingogo platform or in accordance with our Privacy Policy.

#### **4. Unauthorised Use of the ingogo platform**

- a. Illegal and/or unauthorised uses of the ingogo platform, whether for unauthorised bookings, unauthorised framing of or linking to the ingogo platform will be investigated and appropriate action will

be taken. If you breach these Terms or use the ingogo platform in a manner which injures or causes financial or emotional loss to any other person, ingogo may immediately suspend or terminate your use of the ingogo platform, and/or take legal action against you without further notice.

- b. ingogo has no obligation to provide any refund or compensation to you if you are terminated as a user of the ingogo platform even if it subsequently transpires that you did nothing wrong, and you acknowledge that swift but inadequately-informed action may sometimes need to be taken by ingogo or government authorities if they believe that to be necessary to protect DRIVERS or PASSENGERS.

## 5. Disclaimers

- a. ingogo will use reasonable efforts to locate DRIVERS who may be able to satisfy your booking request but the fulfilment of your request is not guaranteed either in your specified time frame or at all, and whether or not your user experience is ultimately to your satisfaction.
- b. While ingogo endeavours to ensure high levels of availability, the nature of information technology platforms and, more importantly, communication networks mean that ingogo cannot and does not warrant or promise that the ingogo platform will be error-free or its use 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 any services provided to you by ingogo are made available on an "as-is" and "as-available" basis. However, this is subject to your non-excludable rights under the *Australian Consumer Law*.
- 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 *COMPETITION AND CONSUMER ACT 2010* OR THE *AUSTRALIAN CONSUMER LAW* WHICH CANNOT LAWFULLY BE EXCLUDED, RESTRICTED OR MODIFIED AND TO THAT EXTENT THAT THE *COMPETITION AND CONSUMER ACT 2010* OR THE *AUSTRALIAN CONSUMER LAW* APPLIES IN CERTAIN CIRCUMSTANCES, PARAGRAPHS (f) AND (i) OF THIS CLAUSE DO NOT APPLY TO YOU IN THOSE CIRCUMSTANCES.** ingogo otherwise excludes all rights, remedies, conditions and warranties in respect of goods or services from your use of the ingogo platform whether based in statute, common law or otherwise, including for negligence.
- f. ingogo disclaims any and all liability for the acts, omissions and conduct of any third parties, ingogo users, or advertisers/sponsors on the ingogo platform, in connection with or referenced on or interfaced to the ingogo platform or otherwise related to your use of the ingogo platform. ingogo is not responsible for the taxi/hire car and related services, or any actions or failure to act of any DRIVER including any breach of applicable laws or regulations by a Driver, in connection with the ingogo platform.
- g. Without limiting the other provisions of this clause, you may report the misconduct of DRIVERS and PASSENGERS that you encounter in connection with your use of the ingogo platform to ingogo at [support@ingogo.mobi](mailto:support@ingogo.mobi) and ingogo may investigate the claim and take appropriate action, in its sole discretion, without further reference to you.

- h. You acknowledge that by using the ingogo platform, and despite the steps that we take to reduce potential risks that may arise as a result of using the ingogo platform, you still may be exposed to untrustworthy vehicles or drivers that are potentially dangerous, offensive, unsafe or otherwise objectionable, and that you use the ingogo platform at your own risk. You agree to take sensible steps to look after your own safety and security by utilising all of the means available in the ingogo platform to verify the identity of DRIVERS and the registration number of any vehicle that you may be invited to enter as the result of any arrangement made using the ingogo platform.
- i. ingogo disclaims any and all liability for any personal injuries, death, property damage, or other damages or expenses arising from or in connection with using the ingogo platform. ingogo has no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond ingogo's commercially reasonable control, and has no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.
- j. Although ingogo endeavours to recover all personal items left in a vehicle booked through the ingogo platform, ingogo assumes no responsibility and is unable to accept any liability for items left behind or lost in taxis/hire cars.

## 6. Payment Methods, Pricing and Fees

### A. Fixed fares

- a. When you insert a pick-up location, a destination and time in the ingogo app you will be offered a fixed fare for a trip from the pick-up location to the destination at the time specified. This fixed fare is the total amount payable by you for the trip and includes all tolls, fees, extras, surcharges and any other amount. By pressing "Book" you:
  - i. agree to pay the full quoted fixed fare amount upon completion of the trip specified in the booking, regardless of whether you have chosen to exit the vehicle at the destination originally entered or at a different location;
  - ii. agree that ingogo is authorised to pay DRIVERS on your behalf and as your agent any amount legally payable by you to that DRIVER;
  - iii. agree that ingogo may pre-authorise the quoted fixed fare amount or any possible cancellation fee on your charge, credit or debit card loaded in your Passenger Account; and
  - iv. authorise ingogo to process the quoted fixed fare amount as a charge against your charge, credit or debit card loaded in your Passenger Account unless you elected through the ingogo platform at the time of booking to pay the amount by cash or some other means and you actually make that payment to the DRIVER by those means at completion of the trip.
- b. The amount processed by ingogo pursuant to clause (a) includes the full amount payable to the DRIVER who accepted your booking request and supplied the relevant transport services. Unless otherwise stated in these Terms, no additional amount is payable by you.
- c. When your booking request is accepted by a DRIVER, the ingogo platform will send to your mobile phone details of the registration number of the vehicle of the DRIVER who has accepted your booking request. The fixed fare offered to you is applicable for the designated DRIVER and vehicle only, at the date and time requested, and is not transferable to any other DRIVER or vehicle or to any other date or time.

- d. Any portion of the trip that does not form part of the direct route between the pick-up location and the destination submitted with the booking request (for example, a diversion requested by you on route or an extension of the trip past the destination submitted) is not covered by the fixed fare amount. These portions of the trip are not included in the fixed fare amount and the DRIVER may charge you additional amounts for these diversions/extensions. In these circumstances you will need to discuss and agree in advance with the DRIVER the additional amount to be charged. For taxi DRIVERS, this additional amount must not be more than a reasonable estimate of the metered fare for the additional time and distance.
- e. You shall be responsible for the cost of repair for damage to, or necessary cleaning of, DRIVER vehicles and property resulting directly from use of the taxi/hire car services using your Passenger Account (“Repair or Cleaning”). In the event that a DRIVER reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by ingogo in ingogo’s reasonable discretion, ingogo reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the DRIVER by charging the charge, credit or debit card loaded in your Passenger Account. Such amounts will be transferred by ingogo to the applicable DRIVER and are non-refundable.
- f. You expressly acknowledge and accept that ingogo has made or may make commercial arrangements with a DRIVER in respect of any amount you are legally required to pay that DRIVER which may result in that DRIVER receiving more or less than the amount you pay to ingogo in respect of any particular travel and associated services.

#### **B. Driver cancellation fee**

If a DRIVER accepts your ingogo booking request and subsequently fails to acknowledge they are on route to collect you via the ingogo platform within the time required by ingogo or the DRIVER cancels the job or fails to show up, a cancellation fee (minimum \$10) will generally be applied to the DRIVER. If you utilise the ingogo platform to find you an alternate DRIVER, \$10 will then be offered to the next DRIVER accepting your job, which is paid by ingogo. If no other DRIVER accepts the job, \$10 will be credited to you as the PASSENGER by way of a credit to your Passenger Account. If your Passenger Account remains unused for a period of 60 days or more, all unused credits will expire and ingogo may delete them from your Passenger Account.

#### **C. Passenger cancellation fee**

To ensure a similar fairness, if you cancel a booking request accepted by a DRIVER at any time prior to a DRIVER’s arrival or you fail to show up at the designated time and pick-up point, and provided that the DRIVER was making a reasonable effort to reach you directly and was due to arrive within a reasonable time, we may charge you a cancellation fee of up to \$10. We pass this amount on to the DRIVER to compensate them for honouring your request, making an effort to travel to collect you and giving up alternative fares. We do this to maintain trust between PASSENGERS and DRIVERS in our network which increases the reliability of the service.

### **7. Rating system**

- a. The ingogo platform may accommodate ratings for PASSENGERS by DRIVERS and/or vice versa. ingogo itself may also rate PASSENGERS and DRIVERS. Ratings may be based on a number of factors including willingness to undertake unusual tasks, willingness to provide superior service and attention to ingogo customers, cleanliness and comfort of vehicles, safe driving, language proficiency, navigational and other skills.

- b. You agree that your rating may be displayed to DRIVERS and that this may affect the willingness of DRIVERS to respond to your request for service through the ingogo platform.
- c. While ingogo may suspend DRIVERS who receive consistently poor ratings, ingogo cannot guarantee that any DRIVER will meet your requirements.

#### 8. Interfaced services

- a. The ingogo platform may allow you to interface with an ingogo business solution or other third party platforms such as expense management systems to share your personal data including detailed trip information.
- b. If you choose to interface your Passenger Account to a third party platform, you agree that ingogo shall not be liable for any loss, damage, liability or expense that results from the use of the interfaced platform, from use of your personal information on the interfaced platform or by the third party service provider, or for any other act or omission of the third party service provider or a person such as your employer who may access your personal information through the interfaced platform.

#### 9. ingogo platform Guidelines for Passenger Use

- a. Where ratings are in effect, your rating may be adversely affected if you fail to take delivery of any service you have arranged using the ingogo platform. When your booking request is accepted by a DRIVER, the ingogo platform will send to your mobile phone details of the registration number of the vehicle of the DRIVER who has accepted your booking request. It is your responsibility to verify that you enter the correct vehicle. This ensures we have a record of the vehicle that transported you and details of the DRIVER, ensures you are able to pay the fixed fare you were offered through the ingogo platform, enhances your personal safety and security and enables us quickly to communicate with the DRIVER if you realise after alighting that you have left any personal items in the vehicle.
- b. If you need to cancel a booking request made through the ingogo platform you MUST cancel that request promptly using the ingogo platform. Otherwise a hard working DRIVER will make an effort to meet you in vain. If you do not correctly or promptly cancel a request, we may charge you a cancellation fee as outlined in section 6C above.
- c. Any attempts to evade paying an amount that you are legally required to pay may result in you being suspended or terminated from using the ingogo platform and you may also be reported to the police where we believe unlawful activity has taken place. We only accept service requests from the mobile device that has been approved by ingogo and validated as linked with you and your payment card.
- d. Respect DRIVERS and they will respect you. We require all ingogo-affiliated DRIVERS to demonstrate an above average service ethic and we expect you to let us know via [support@ingogo.com.au](mailto:support@ingogo.com.au) if your experience does not match your expectations. We will investigate the issue and make notes on the DRIVER'S profile in our system. If an issue is sufficiently serious, we will suspend their use of the ingogo platform. Our aim is to facilitate a safe, secure, reliable and comfortable travel experience for ingogo PASSENGERS and a more satisfying and rewarding experience for ingogo-affiliated DRIVERS.

#### 10. 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.

**11. 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.

**12. Governing Law**

These Terms are governed by, and construed in accordance with, the law in force in the State in which you utilise the relevant transport 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.