

# Love Transport – Terms of Service (User)

Last updated: 4 AUGUST 2022

Please read the following Terms of Service carefully as they govern your use of our Service. By accessing the Love Transport Website and App, you agree to these Terms of Service

## 1. Application

Love Transport Pty Ltd (ACN 644 230 464) (hereafter referred to as “**Love Transport**”) is the owner and operator of ride share services. Your rights to use the Love Transport Services (the “**Service**”), which include the Love Transport mobile application (“**App**”), are set out in these Terms of Service (“**Terms of Service**”), our Privacy Policy (“**Privacy Policy**”) and our Liability Waiver (“**Liability Waiver**”).

In these Terms of Service, the terms "we", "us", and "our" refers to Love Transport.

“**Website**” means the whole or any part of the web pages located at <https://www.lovetransportservice.com/> and includes the layout, individual design elements, underlying code elements and any text, sounds, videos, graphics, animated elements or other content contained on our Website.

“**Stripe**” means the online payment platform used by Love Transport.

Our Terms of Service, our Privacy Policy and our Liability Waiver are collectively referred to as the Agreement (“**Agreement**”).

We may change the Terms of Service at any time without notice. Any amendment will be effective immediately. Your continued use of this Service after any amendment constitutes an agreement by you to comply with, and be bound by, the amended Terms of Service. Accordingly, you should access and read the Terms of Service from time to time for changes.

**IMPORTANT:** By accessing or otherwise using the service, including accessing, browsing, posting on and downloading any materials, you acknowledge and agree to be bound by this agreement and agree to access or otherwise use the Service in accordance with this agreement.

If you do not accept and agree to be legally bound by and comply with the Agreement, you are not permitted to access or otherwise use the Service.

If you need urgent help or you want to talk to someone immediately, please head to our contacts page.

## 1. Ability to Accept Terms of Service

- provide relevant information (including personal information) to enable Love Transport to provide you with the service you have requested;
- provide Love Transport with up to date contact details.

Love Transport may, in its discretion, access, monitor and review content or material which you submit to the Love Transport Website. You grant Love Transport a perpetual royalty free, non-exclusive, irrevocable, worldwide licence (with a right to sub-license to our authorised nominees) to use, modify, copy, distribute, transmit, reproduce, publish, display

and broadcast the material you have submitted or posted on the Love Transport Website or App including in any promotional or communication activities Love Transport conducts in Australia or overseas.

If you have a complaint about any of the content that may be published on our Website or App, you should contact us.

Love Transport may restrict you from accessing or using the Services, or any part of them, immediately, without notice, in circumstances where Love Transport reasonably suspects that:

- you have, or are likely to, breach these Terms; and/or
- you do not, or are likely not to, qualify, under applicable law or the standards and policies of Love Transport and its affiliates, to access and use the Services.

Love Transport may terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof:

- immediately, where Love Transport reasonably suspects that:
  - you have, or are likely to, materially breach these Terms; and/or
  - you do not, or are likely not to, qualify, under applicable law or the standards and policies of Love Transport and its affiliates, to access and use the Services; or
- on 30 days' written notice to you, where Love Transport, acting reasonably, terminates these Terms or any Services for any legitimate business, legal or regulatory reason.

Without limiting its other rights under these Terms, Love Transport reserves the right to immediately restrict or deactivate your access to the Services if it reasonably determines there will be a breach regarding any company policies or applicable laws.

You may terminate these Terms at any time, for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Love Transport may amend the Terms, any policies or supplemental terms related to the Services from time to time. Love Transport will provide you with at least 30 days' written notice in the event of a material change to any Terms, policies or supplemental terms that detrimentally affects your rights under these Terms. Amendments will be effective upon Love Transport's posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting, or after the expiry of the notice period (whichever is later), constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in the Love Transport Privacy Policy. Love Transport may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include an accident, involving you and a Third Party Provider (including a transportation network company driver) and such information or data as necessary to resolve the complaint, dispute or conflict.

## 2. Love Transport Service

To the extent permitted by law, Love Transport has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. Love Transport will not and cannot censor or edit the content of any third party website. By using the Service, you expressly acknowledge and agree that we may not be liable to you or anyone else for any loss or damage, however caused (and whether direct, indirect, consequential or economic) which may be directly or indirectly suffered in connection with use of our Services of third parties which are accessible from our Website and App.

Love Transport will provide the Services to you under this Agreement. The Services constitute the provision of a technology platform that enables you, as a user of Love Transport's mobile applications or websites (each, an "**Application**") to:

- (a) arrange and schedule Ride Share Services with independent third party providers of those services, who have an agreement with Love Transport or its affiliates ("**Third Party Providers**"); and
- (b) facilitate payments to Third Party Providers for the services and receive receipts for those payments.

The Services are made available solely for your personal, non-commercial use, unless Love Transport has agreed with you otherwise in a separate agreement. You acknowledge that Love Transport does not provide Ride Share Services or function as a transportation carrier and that all such Ride Share Services are provided by independent third party contractors who are not employed by Love Transport or any of its affiliates. Love Transport does not accept liability for the Services and Apps that it provides to you subject to these Terms. Third Party Providers are responsible for the services they provide to you.

This general disclaimer is not restricted or modified by any of the following specific warnings and disclaimers.

## 3. Privacy

You should ensure that you read our Privacy Policy.

We will process all Personal Data supplied by you according to our Privacy Policy.

Our Privacy Policy forms part of this Agreement. Accordingly, you must comply with your obligations in the Privacy Policy.

#### **4. Indemnity**

You agree to defend, indemnify and keep indemnified, Love Transport and its respective employees, agents, representatives, contractors and licensees against any and all claims, demands, obligations, losses, liabilities, costs (including legal fees) or damages incurred and suffered from the use of and access to the Service, including (without limitation) as a result of any:

- a) breach of this Agreement (including, for the avoidance of any doubt, the Privacy Policy);
- b) violation of any Intellectual Property or other rights of a third party, or privacy right; or
- c) your access or use of the Service, and/ or Personal Data posted by you through or at the Service.

This Indemnity clause will survive this Agreement and your use of the Service.

#### **5. Specific warnings and disclaimers**

LOVE TRANSPORT MAKES NO REPRESENTATION OR WARRANTY AS TO THE RELIABILITY, ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED ON OUR WEBSITE AND APP, OR THAT YOUR USE OF OUR WEBSITE AND APP WILL BE UNINTERRUPTED OR ERROR FREE.

WE ARE NOT LIABLE TO YOU OR ANYONE ELSE IF INTERFERENCE WITH OR DAMAGE TO YOUR COMPUTER SYSTEM OCCURS IN CONNECTION WITH YOUR USE OF OUR WEBSITE OR A THIRD-PARTY WEBSITE. YOU MUST TAKE YOUR OWN PRECAUTIONS TO ENSURE THAT WHATEVER YOU SELECT FOR YOUR USE FROM OUR WEBSITE IS FREE OF VIRUSES OR ANYTHING ELSE THAT MAY INTERFERE WITH OR DAMAGE THE OPERATIONS OF YOUR COMPUTER SYSTEM.

WE MAY, FROM TIME TO TIME, CHANGE OR ADD TO OUR WEBSITE OR APP WITHOUT NOTICE. HOWEVER, WE DO NOT UNDERTAKE TO KEEP OUR WEBSITE OR APP UPDATED AND WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE IF ERRORS OCCUR IN THE INFORMATION ON THIS WEBSITE OR APP OR IF THAT INFORMATION IS NOT UP TO DATE.

TO THE FULLEST EXTENT PERMITTED BY LAW, LOVE TRANSPORT EXCLUDES ALL WARRANTIES, REPRESENTATIONS, IMPLIED TERMS AND GUARANTEES ABOUT THE CURRENCY, ACCURACY, COMPLETENESS, SUITABILITY, FUNCTIONALITY OR RELIABILITY OF THE LOVE TRANSPORT WEBSITE AND APP, INCLUDING ANY MATERIALS AND RESOURCES PROVIDED ON OUR WEBSITE.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, INCLUDING THE AUSTRALIAN CONSUMER LAW.

EXCEPT AS REQUIRED OF LOVE TRANSPORT UNDER THE CONSUMER GUARANTEES, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." LOVE TRANSPORT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. LOVE TRANSPORT DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, INCLUDING THE AUSTRALIAN CONSUMER LAW.

IF YOU ARE ACQUIRING THE GOODS OR SERVICES AS A CONSUMER, LOVE TRANSPORT'S LIABILITY FOR A FAILURE TO COMPLY WITH A CONSUMER GUARANTEE IS LIMITED TO: (A) IN THE CASE OF GOODS SUPPLIED TO YOU AS PART OF THE SERVICES UNDER THIS AGREEMENT, THE REPLACEMENT OF THE RELEVANT GOODS OR THE REPAIR OF THE GOODS, OR THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; AND (B) IN THE CASE OF SERVICES SUPPLIED TO YOU AS PART OF THE SERVICES UNDER THIS AGREEMENT, THE SUPPLY OF THE RELEVANT SERVICES AGAIN, OR THE PAYMENT OF THE COST OF RESUPPLYING THE SERVICES.

LOVE TRANSPORT'S LIABILITY TO YOU FOR A BREACH OF ANY CONDITION, WARRANTY OR TERM OF THIS AGREEMENT THAT IS NOT A BREACH OF A CONSUMER GUARANTEE IS LIMITED IN THE FOLLOWING WAY: LOVE TRANSPORT SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF LOVE TRANSPORT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LOVE TRANSPORT SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF LOVE TRANSPORT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LOVE TRANSPORT SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND LOVE TRANSPORT'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY TRANSPORTATION PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH SOME REQUEST

BRANDS MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. IN NO EVENT SHALL LOVE TRANSPORT'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE THOUSAND AUSTRALIAN DOLLARS (\$1,000).

LOVE TRANSPORT'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS OR DELIVERY SERVICES WITH THIRD PARTY

PROVIDERS, BUT YOU AGREE THAT LOVE TRANSPORT HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR DELIVERY SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

LOVE TRANSPORT WILL MAINTAIN A COMPLAINTS MANAGEMENT FRAMEWORK, AND WILL MANAGE THIS FRAMEWORK ON BEHALF OF THIRD PARTY PROVIDERS, IN A REASONABLE WAY AND IN ACCORDANCE WITH THE NON-EXCLUDABLE REQUIREMENTS OF THE AUSTRALIAN CONSUMER LAW.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, INCLUDING ANY OF THE NON-EXCLUDABLE REQUIREMENTS OF THE AUSTRALIAN CONSUMER LAW.

## **6. Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia and the parties submit to the exclusive jurisdiction of the New South Wales courts for any matter arising under or relating to this Agreement.

## **7. Validity**

Nothing in this Agreement shall be construed as excluding or overriding any mandatory terms imposed under any legislation applicable to this Agreement or its performance.

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or removed to the minimum extent necessary so that this Agreement shall otherwise remain in full effect.

## **8. Amendments to this Agreement**

This Agreement may be amended or replaced from time to time, with or without prior notice to Users, by posting an updated Agreement. Any updated Agreement becomes effective as soon as it is posted. Your use of the Service following any amendment constitutes your acceptance of any updated Agreement. If you do not agree to any updated Agreement you must not use the Service.

## **9. Prohibited Activities**

You must not submit, post or upload any material to the Love Transport Website and Apps which:

- a) is inappropriate, offensive or contrary to any applicable laws or standards, including, without limitation, material which:
  - i. is obscene or indecent, depicts violence, sexual activity or pornography;
  - ii. contains instructions in drug use;
  - iii. instructs or encourages criminal activity; or
  - iv. defames, harasses, menaces, threatens, abuses, offends or embarrasses any person;
- b) infringes the copyright, moral rights, confidentiality rights or intellectual property rights of any person, for example, by reproducing songs, poems, articles, logos, trademarks, pictures, photos, music or other material that is not owned by you (or which you do not have a licence to reproduce on the site);
- c) infringes any of our rights or the rights of any third person including privacy rights;
- d) breaches any laws, regulations, standards or codes as enacted, modified or updated from time to time;
- e) impersonates any person or suggests a connection to a group or organisation which is misleading;
- f) advocates the use of force or violence towards any person;
- g) encourages, endorses, approves or recommends the performance of dangerous or illegal acts including suicide or self-harm; or
- h) contains a virus or other code that has harmful or destructive properties.

## **10. Copyright**

Users of our Website and App have access to and may download available materials and resources for personal use only. All intellectual property rights in materials and resources provided on the Love Transport Website and Apps are owned by Love Transport or its affiliates or licensors.

You must not do anything with the materials and resources, that is not expressly authorised by these Terms of Service. Without limitation, you must not modify, adapt, sell, or use the materials and resources for a commercial purpose (such as charging third parties for access to the materials and resources) without the prior consent of Love Transport.

## **11. Trade Marks**

All trade names, trade marks, service names, and logos displayed on our Website and Apps are proprietary to their respective owners and are protected by applicable trade mark and copyright laws. These Marks may be our registered or unregistered Marks or may belong to others and are used on our Website and/or Apps with permission of the relevant owner. You will not attempt to decipher, disassemble, reverse engineer or modify any of the software, coding or information comprised in the Service; nor will you post to the Service any material which infringes any intellectual property rights of any third party.

You are not permitted to copy, share or distribute e-courses or content produced by Love Transport and available through our Website and Apps.

By using the Service, you confirm that any Content and Personal Data you submit or post to the Service will not infringe any other person's Intellectual Property Rights or any law.

## **12. Third-party Website and/or Apps**

Any links to third-party sites or applications are provided for your convenience only. If you access a third-party Website or App from the Love Transport Website, you do so at your own risk. The inclusion of a third-party Website and App should not be interpreted as any endorsement, approval, recommendation or preference by us of the owners or operators of the third-party website, or for any information, product or service referred to on third-party website.

You understand that these Terms of Service do not apply to your use of such third-party sites or applications.

You acknowledge and agree that Love Transport is not responsible or liable for your use of any third-party website, application, service or content.

We are not responsible for the privacy practices of any third-party social media or other service providers that you can access through our Website.

## **13. Your visit to our Website**

When you access our Website, we may send a "cookie" (a small summary file containing a unique ID number) to your computer or internet enabled device. We may collect your personal information through the use of cookies.

We use cookies to:

- Recognise your computer or internet enabled device
- Greet you each time you visit our website
- Keep track of services you view
- With your consent, send you news about viewed services
- Measure traffic and engagement patterns, to evaluate our website visitor's habits



- Identify and continually improve our services, programs, content and resources
- If you do not wish to receive cookies, you can set your browser so that your computer does not accept them

All of the information we collect is aggregated and cannot be used to identify you individually. This information is used to evaluate website usage in order to maintain its effectiveness.

We do not collect this information for any type of online advertising.

#### **14. Social media**

We have a number of social media accounts, which currently includes Facebook, Twitter, Instagram and LinkedIn. All content on our social media pages is subject to individual terms of use as outlined by each social media provider.

By interacting with our social media pages, you agree to be bound by the terms of use of the relevant social media provider.

#### **15. Use of Service User Accounts**

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("*Account*"). You must be at least 4 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account, unless a specific Service permits otherwise. Account registration requires you to submit to Love Transport certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or through our accepted payment partner Stripe). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Love Transport in writing, you may only possess one Account.

#### **User Requirements and Conduct**

You may not allow persons under the age of 4 to receive Ride Share Services from Third Party Providers unless they are accompanied. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when accessing or using the Services, and you may only access or use the Services for lawful purposes (*e.g.*, no transport of unlawful or hazardous materials). You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity or other method of identity verification to access or use the

Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity or other method of identity verification.

### **Text Messaging**

By creating an Account, you agree that the Services may send you text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from Love Transport at any time. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

### **Network Access and Devices.**

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Love Transport does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

### **Payments**

You understand that use of the Services may result in charges to you for the services or goods you receive from a Third Party Provider ("*Charges*"). After you have received services or goods obtained through your use of the Service, Love Transport will facilitate your payment of the applicable Charges on behalf of the Third Party Provider through Stripe. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. "). As at 1 April, Love Transport determines the Fare Calculation as [\[Fare Details\]](#) (as determined by Love Transport using location-based services enabled through your mobile device and/or time amounts, as detailed at [\[Cancellation Policy\]](#)). Charges paid by you are final and non-refundable, unless otherwise determined by Love Transport or required by the Australian Consumer Law.

Under the Australian Consumer Law, you may be entitled to a refund for a major failure of the Services, or other remedies for a minor failure. You retain the right to request lower Charges from a Third Party Provider for services or goods received by you from such Third Party Provider at the time you receive such services or goods. Love Transport will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service or good.

All Charges are due immediately and payment will be facilitated by Love Transport using Stripe in your Account, after which Love Transport will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Love Transport may, as the Third Party Provider's limited payment collection agent, use a secondary payment method in your Account, if available.

As between you and Love Transport, Love Transport reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in Love Transport's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. Love Transport will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof.

Love Transport may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee.

This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. Love Transport does not designate any portion of your payment as a tip or gratuity to the Third Party Provider. Any representation by Love Transport (on Love Transport website or in the Application) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services or goods provided is not intended to suggest that Love Transport provides any additional amounts, beyond those described above, to the Third Party Provider.

You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider.

## **16. Repair and Cleaning**

You shall be responsible for the cost of repair for damage to, or necessary cleaning of, Third Party Provider vehicles and property resulting from use of the Services under your Account in excess of normal "wear and tear" damages and necessary cleaning ("*Repair or Cleaning*"). In the event that a Third Party Provider reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by Love Transport in Love Transport's reasonable discretion, Love Transport reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the Third Party Provider using your payment method designated in your Account. Such amounts will be transferred by Love Transport to the applicable Third Party Provider and are non-refundable.

## **17. Dash Cameras**

As a user of the Services, you agree to the use of dash cameras if vehicles are fitted with them while used to offer you ride share services. While using the Love Transport Mobile

Phone Application, You agree to the use of dash cameras as a safety measure for users and drivers. You agree that any camera recordings will be stored securely and will only be used for lawful purposes.

If you do not wish to be recorded, Love Transport expects you to respectfully request the driver not to record you and to let you out of the vehicle. If you request not to be recorded, you agree to leave the vehicle respectfully and in such case, you will not be entitled to a refund of the fare you have paid for your trip. To avoid doubt, you will be recorded until you exit the vehicle.

## **18. Complaints**

Love Transport enforces strict safety guidelines to keep your rides safe and comfortable. Inappropriate sexual behaviour, physical contact or verbal aggression from drivers will not be tolerated.

If you experienced anything during your trip with Love Transport, that made you feel unsafe, you will need to report the incident to Love Transport. Once your complaint is received by Love Transport, Love Transport will share with you the particulars of the training received by Love Transport Drivers. If upon receiving such particulars, you wish to pursue the matter further, you will need to provide a proof of identity (such as your Driver's Licence) to Love Transport and fill out an incident report form.

As part of the incident report form, you must confirm that the information provided in the incident report form is true and correct and you agree to the use of the incident report form in any court of law. Furthermore, as part of the incident report form, you agree to tick the relevant box and to accept the terms of the incident report form.

## **19. Contact us**

If you have any questions or comments about this Agreement, including our Terms of Service and Privacy Policy, please write to us at:

The Privacy Officer  
George Micheal Gilto

A handwritten signature in black ink, appearing to be the initials 'G.M.G.' or a similar stylized representation of the name George Micheal Gilto.

Last updated:04 AUGUST 2022

Love Transport

Email: [george@lovetransportservice.com](mailto:george@lovetransportservice.com)

Phone: 0491 276 726

Please provide sufficient detail about the information in question to help us locate it.