

BEARER CONTRACTOR AGREEMENT ABN 64 626 871 225

This Contractor Agreement is entered into between you (“the Contractor”) and SeyCo Pty Ltd (ACN 626 871 225) through its fully owned subsidiary, Bearer (ABN 64 626 871 225) henceforth referred to as **Bearer**.

FUNDAMENTAL PRINCIPLES GOVERNING CONTRACTOR AGREEMENT

- By entering into this Contractor Agreement (“Agreement”), you “the contractor” warrant that you are an individual contractor and are entering into this Agreement to provide sub-contracting delivery services to Bearer.
- You understand and agree that you will not be an employee of Bearer.
- Bearer has developed and owns the rights to the **Bearer Platform**.
- This Agreement does not create an obligation for you to sub-contract exclusively for Bearer and you are free to enter other sub-contracting Agreements with whomsoever you wish, including our direct competitors.
- By entering into this Agreement, you agree that you have read and carefully considered its terms and agree to be bound by them.

1. ENTERING THIS AGREEMENT

- a. This Agreement will govern your relationship with Bearer and any third party contemplated in this Agreement. By clicking “AGREE” on the **Onboarding** page you expressly acknowledge that you have read, considered and understood the terms of this Agreement and the obligations and responsibilities which it creates. If you are unsure of any of the terms, please seek clarification from independent legal representation prior to proceeding.
- b. This Agreement comprises:
 - i. Users’ Privacy Policy;
 - ii. Website and Mobile Application Terms of Use;
 - iii. Legal consent for use of personal and business data including but not limited to:
 - a. ID documents;
 - b. Business details (ABN lookup) and Business Bank Account verification;
 - c. Background Check;
 - d. Right to Work in Australia.
 - iv. Physical Fitness consent (For Walking and Cycling);
 - v. Medical cover;
 - vi. Government Public Health Order Acknowledgment.

2. REPRESENTATIONS AND WARRANTIES

- a. You represent and warrant through the period of this Agreement that you have full authority to enter into this Agreement.

- b. You represent and warrant that you have not previously entered into and will not, during the term of this Agreement, enter into any express or implied agreement that would prevent you from complying with this Agreement.
- c. You represent and warrant that you will comply with all local, state, national and international laws when performing this Agreement.
- d. You represent and warrant that any information you provide in accordance with this Agreement, or in connection with your use of the Bearer Platform, is true, complete and current.

3. **RELATIONSHIP BETWEEN YOU AND BEARER**

- a. By entering this Agreement you confirm that you are an independent self-employed contractor.
- b. This is not:
 - i. an employment agreement and does not create an employer and employee relationship between you and Bearer or any party affiliated with Bearer;
 - ii. a joint venture agreement;
 - iii. a partnership agreement;
 - iv. a principal – agent agreement.
- c. This Agreement does not authorise you to present yourself as an employee, agent, authorised representative or partner of Bearer.
- d. This Agreement does not create any obligations for you to use the Bearer Platform or provide your services to Bearer at any time. Use of the Bearer Platform is completely at your discretion.
- e. Except as defined in this Agreement, Bearer will not direct or control you in:
 - i. The performance of your duties;
 - ii. The hours which you chose to perform your services;
 - iii. The number of hours you chose to perform your services;
 - iv. The equipment you use to perform your services;
 - v. The number of delivery requests accepted and completed;
 - vi. The number of other delivery platforms to whom you provide your services to (although they cannot be provided simultaneously);
 - vii. The route you chose to take to the delivery destination (although the delivery time limit must be adhered to);
 - viii. The specific equipment you chose to use to complete the services (although they must meet the minimum standards reasonably established by Bearer).
- f. This Agreement does not create any obligations of exclusivity. You are able to operate your business however you see fit, which may involve providing services to any other business, including businesses which directly compete with Bearer. You retain the right to contract with whomsoever you choose and have no exclusivity obligations with Bearer.
- g. This Agreement creates a contractor relationship between you and Bearer and it does not create any other relationship between you and Delivery Recipients or Customers.

4. PERIOD OF THE CONTRACTOR AGREEMENT

This Agreement commences on the date and time that you are provided access to the Bearer Platform and will continue until the time that this Agreement is terminated in accordance with either Clause 28 or Clause 29.

5. REQUIREMENTS TO GAIN ACCESS TO THE BEARER PLATFORM

- a. In order to gain access to the Bearer Platform you must:
 - i. Be at least 18 years of age;
 - ii. Be a registered sole trader with an active Australian Business Number (“ABN”). Bearer will confirm the details of this ABN through Australian Business Register ABN Lookup Web Services;
 - iii. Have the right to work in Australia;
 - iv. Return a result from National Crime Check which confirms that you have not incurred any disclosable court outcomes;
 - v. Return a result from Bearer’s payment partner which confirms that you comply with Anti-Money Laundering and Combating the Financing of Terrorism requirements.
 - vi. Have your identity verified to Bearer’s satisfaction and it must match the personal details you have provided while onboarding;
 - vii. Hold and provide Bearer with proof all of the necessary insurance & registration as detailed at Clause 12;
 - viii. Be in sufficient physical fitness to travel via the means of transport nominated and handle the dry packages as required;
 - ix. Have a mobile phone device with sufficient technical specifications to operate the Bearer Platform. These technical specifications may change.
 - x. You must have adequate health cover.
 - xi. Acknowledge compliance with all Government Public Health Orders.
- b. You are solely responsible for obtaining, using and maintaining all equipment required to provide services including but not limited to:
 - a motorbike if you provide services as a Motorbike Contractor, or
 - a bicycle if you provide services as a Bicycle Contractor. If you are attempting to gain access to the Bearer Platform as a Bicycle Contractor, or a Motorbike Contractor, you must have the proper equipment, including but not limited to:
 - i. A helmet which satisfies the relevant safety requirements of that mode of transport;
 - ii. A motorbike/bicycle which satisfies the relevant safety requirements of that mode of transport.
- c. If you are attempting to gain access to the Bearer Platform as a Motorbike Contractor, you must also:
 - i. Hold a valid motorbike licence ;
 - ii. Own the motorbike which you elect to use for the delivery services;

- iii. Hold a valid Third Party Property Damage (TPPD) or a Comprehensive Insurance Policy for the motorbike.
- iv. Provide Bearer with the Registration Certificate of the motorbike you propose to use for delivery services.
- d. If you fail to meet any of the above criteria, Bearer reserves the right to deny your access to and use of the Bearer Platform.
- e. You are free to change which mode of transport you use to provide delivery services within the Platform, subject to satisfaction of the on-boarding requirements and Bearer's approval.
- f. Bearer may reasonably update the above requirements of access at their discretion. If Bearer updates these requirements, you may be required to satisfy Bearer that you meet the requirements to re-gain access to the Bearer Platform.

6. BEARER WEBSITE AND MOBILE APPLICATION TERMS OF USE

- a. The Bearer Platform is a mobile application which may provide you with delivery requests.
- b. Delivery requests will include the following information:
 - i. The street address and map pin location of the package pickup point;
 - ii. Estimated time to complete the delivery request;
 - iii. The minimum delivery fee for completing the delivery request;
 - iv. A timer bar which indicates the period of time the request may be accepted within.
- c. You may accept or refuse delivery requests at your complete sole discretion. There are no adverse consequences for refusing delivery requests.
- d. If you chose to accept the delivery request, the Bearer Platform may allocate you the delivery service. There are rare circumstances where, due to technical complications, you may accept a delivery request, but not be assigned the delivery service. In these circumstances, Bearer takes no responsibility for any losses suffered.
- e. If the Bearer Platform allocates you the delivery service, you will be provided:
 - i. The exact location of the Pickup Point;
 - ii. The exact amount you will earn for the delivery (this may include a bonus if Bearer is running a promotion);
- f. When you arrive at the Pickup Point, you are required to update your status in the Bearer Platform by confirming you have arrived at the Pickup Point.
- g. When you receive the Delivery package from the Customer, you are required to update your status on the Bearer Platform by selecting "Picked up the parcel".
- h. You will then receive exact details of the Delivery Address and the option to continue into a mapping service to provide suggested directions/route to the Delivery Address. You are not required to follow the route provided by the mapping service and the route you chose to take to the Delivery Address is at your sole discretion.
- i. Upon your arrival at the Delivery Address, you will be required to update your status on the Bearer Platform by selecting "Arrived to the Destination".

- j. Upon arrival at the Delivery Address, you will be provided with the Delivery Recipient's name.
- k. If the Customer has opted to secure the package by a Delivery Code, the Delivery Recipient must provide you with this Delivery Code.
- l. If the Delivery Recipient provides you with the Delivery Code and the Bearer Platform confirms that the code provided is correct, you are required to provide them with the Package.
- m. If the Customer has not secured the package with a Delivery Code, the Delivery Recipient must provide you with their name.
- n. If the Delivery Recipient provides you with the correct name, you are required to provide them with the Package.
- o. Upon delivery of the Package, you will be required to update your status on the Bearer Platform by selecting "Confirm the Drop Off".
- p. Your delivery service will then cease.
- q. At any time, prior to, during, or after the delivery service, you will be able to select "Call Support" or "Help" the Bearer Platform to clarify any issues, queries, or questions.

7. LICENCE

- a. If you satisfy the requirements necessary to gain access to the Bearer Platform as set out at Clause 5, Bearer may grant you a licence to use the Bearer Platform.
- b. There will be no fee charged for the provision of this licence, though you may be required to pay for the Criminal Background check and the Right to Work Certification.

8. GAINING ACCESS TO THE BEARER PLATFORM

If you satisfy the requirements necessary to gain access to the Bearer Platform as set out at Clause 5, Bearer may send requests for delivery services to you via the Bearer Platform.

9. MEANS OF DELIVERY

The Bearer Platform allows Customers to choose which mode of delivery their package will take. By accepting the delivery, you warrant that you will make the delivery via the means chosen. The modes of transport are:

- i. Walking (Walking Contractor)
- ii. Cycling (Bicycle Contractor)
- iii. Motorbiking (Motorbike Contractor)

10. YOUR OBLIGATIONS AND RIGHTS AS A CONTRACTOR

10.1 Provision of Delivery Services

- a. You can sign into the Bearer Platform whenever, wherever and for however long you wish. Bearer sets no minimum time for you to be signed into the Bearer Platform, nor does Bearer require that you operate within a specific geographic area, although you may be limited by the geographical region within in which Bearer has been rolled-out and the availability of requests.
- b. The Bearer Platform may provide you with Delivery Requests for the delivery of packages in the mode that you have listed in the Bearer Platform as provide in Clause 5.b.

- c. You will then have the option to Accept, or Reject the Bearer Request based on the information provided. This decision is to be made at your sole discretion and Bearer will not compel you to accept or reject Delivery Requests and you accept or reject Delivery Requests at your absolute discretion.
- d. You may cancel accepted Delivery Requests within the Bearer Platform at your sole and absolutely discretion before you pick up packages, without any financial consequence.
- e. You may cancel accepted requests after the collection of deliveries at your sole discretion. There may not be any consequences of cancellations following collection of a packages, however, repeated cancellation following collection may lead to an investigation by Bearer and suspension, or cancellation of your Licence to use the Bearer Platform. If you cancel an accepted request following pick up you will be required to return the package to the pick up point within a timeframe determined by Bearer. . If you are unable to return the package to the pickup point following cancellation, you are required to contact Bearer Support to obtain further instructions.
- f. You will not be paid a Delivery Fee for cancelled requests.
- g. Bearer will investigate the circumstances of cancellations and may prevent you from accessing the Bearer Platform if Bearer believes the circumstances of a cancellation are suspicious or warrant further investigation.
- h. You must not accept a request or obtain access to the Bearer Platform if, by doing so, you would be in breach of a condition of any Visa granted to you by the Australian Government.
- i. If you accept a request, you must provide the delivery service you have contracted to complete to the best of your ability, unless you chose to cancel the request in accordance with term 10.1 d., or 10.1 e. of this Agreement.

10.2 **Your Responsibilities as a Contractor**

- a. It is your responsibility to decide the most appropriate route to fulfil requests efficiently and safely. The Bearer Platform may provide a suggested route, however, you are not required to take this route and Bearer makes no representations as to the suitability of this route.
- b. It is your responsibility to pick up packages from the pickup locations.
- c. It is your responsibility to, provide, service, insure and maintain, at your own cost:
 - i. Necessary equipment;
 - ii. Tools;
 - iii. Modes of delivery;
 - iv. Any other material necessary.
- d. It is your responsibility to conduct yourself in a professional manner at any time you are using the Bearer Platform.
- e. You are responsible for any liabilities to Customers, Delivery Recipients, other road users or any other third party that is effected by your acts or omissions undertaken during the use of the Bearer Platform.
- f. It is your responsibility to act in a courteous manner towards Customers and Delivery Recipients and all other third parties you come into contact with while using the Bearer Platform.

- g. It is your responsibility to be aware of all State and Federal laws, regulations and guidelines which may affect or govern your actions while using the Bearer Platform.
- h. A breach of these responsibilities, or any terms of the Agreement may result in termination of the Agreement and a denial of access to the Bearer Platform.

10.3 **You Acknowledge**

- a. You acknowledge that you are an independent contractor and carry on your own trade and business when providing delivery services using the Bearer Platform.
- b. You acknowledge that Bearer is not responsible or liable for any action or omissions of any Customer, Delivery Recipient or other third party that you come into contact with through the use of the Bearer Platform.
- c. If you are involved in any collision, incident, event, or occurrence which a reasonable person would believe capable of leading to a third party claim against Bearer or you, you must contact Bearer and provide details of the incident and comply with any requests or investigations made by Bearer.
- d. You are responsible for taking all reasonable precautions to protect yourself, Customers, Delivery Recipients, other road users and any other third party during your use of the Bearer Platform.

10.4 **Technical Requirements to use Bearer Platform**

In order to utilise the Bearer Platform as a Contractor, you must acquire and maintain a mobile device that meets the minimum technical specifications which will allow it to operate the Bearer Platform and a service plan which has mobile data included.

10.5 **Your Account**

Your profile within the Bearer Platform will be individualised towards your business. You are not able to transfer, licence, share, or modify your account. You must notify Bearer if you believe anyone else has access or has accessed your profile.

11. **REWARDS PROGRAM**

Bearer may choose to implement a Rewards Program for Contractors. Bearer makes no promises, guarantees, or warranties regarding the implementation of the Rewards Program, or its operation.

12. **PERMITS, LICENCES AND VISAS**

- a. At all times during the term of this Agreement and at all times you are using the Bearer Platform and engaged in delivery services you must meet and maintain the following requirements:
 - i. Hold valid licences, insurance policies, permits, approvals and authorities necessary for the delivery services you propose to provide and for the specific mode of transport which you have entered into the Bearer Platform and propose to use for delivery services;
 - ii. Have the right to work in Australia as a delivery person, regardless of national citizenship;
 - iii. Be in compliance with any Visa granted to you by the Australian Government;

- iv. Receive a successful result (No Disclosable Court Outcomes) in the Background check conducted by National Crime Check Pty Ltd on Bearer's behalf. This check may be repeated by Bearer at regular intervals during the operation of this Agreement. The cost of running this check may be deducted from your future earnings;
 - v. Comply with any conditions which your licences, insurance policies, permits, or Visas require.
- b. You must provide Bearer with:
- i. your Australian Business Number;
 - ii. evidence of your visa, licence, work permits, or other document evidencing your right to work in Australia;
 - iii. notice of any changes to your licence, insurance policies, visa, permit, right to work, or any other relevant document/ authority relevant to the provision of your delivery services;

13. **MODE OF TRANSPORT REQUIREMENTS**

- a. The mode of Transport you have undertaken to provide delivery services with must at all times during the term of this Agreement and while using the Bearer Platform:
- i. Be appropriately licenced and registered as a delivery vehicle if required by the relevant State, or Federal authority;
 - ii. Be well maintained and safe for use in the provision of delivery services;
 - iii. Be owned by you or be in your lawful possession.
 - iv. Be clean and sanitary for the use as a delivery vehicle.
- b. Bearer may require confirmation of your compliance with any clause of this Agreement whenever Bearer sees fit. You must provide Bearer with any documentation which Bearer requests to confirm that you are in compliance. If you are in breach of this Agreement at any time, Bearer may deny you access to the Bearer Platform and terminate this Agreement without liability. If you refuse to provide any documentation reasonably requested Bearer may deny you access to the Bearer Platform and terminate this Agreement without liability.

14. **COMPLIANCE WITH INTERNATIONAL, NATIONAL, STATE AND LOCAL LEGISLATION**

You must ensure that at all times you are using the Bearer Platform you are in compliance with all I-international, national, state and local laws, legislation, rules and regulations.

15. **FEES AND PAYMENTS**

15.1 **Delivery Fees**

- a. You will earn a delivery fee for each Delivery Request you accept and fulfil.
- b. The Bearer Platform will inform you of the minimum Delivery Fee for a Delivery Request prior to you accepting the Delivery Request.
- c. The exact calculations used to determine the Delivery fee can be found at [Bearers' Calculator](#)

- d. You have the right to negotiate a higher Delivery Fee if you believe that it is appropriate given the circumstances of a Delivery. Bearer will reasonably consider your request and will accept, or deny, your request within 31 days.

15.2 **Payment Processing**

- a. Delivery Fees will be paid by the Customer into Stripe Inc when a Delivery Request is made in the Bearer Platform.
- b. Once you have completed the relevant Delivery Request Bearer will credit the Delivery Fee to your account. This will be viewable within the Payment dashboard of the Bearer Platform.
- c. Once per week, Bearer will release the payments held by Stripe Inc to your nominated bank account.
- d. If Bearer, a Customer, a Delivery Recipient or any other 3rd party disputes a delivery request, the total unsettled moneys will be held by Stripe Inc including establishing, if necessary, a debit negative balance by Stripe Inc, (<https://stripe.com/en-au/legal/ssa> and <https://stripe.com/en-au/legal/connect-account>) until the dispute is resolved.
- e. If the money for a Delivery Request has already been released to you and a dispute arises regarding that delivery fee, further delivery fees which are currently waiting to be paid by Stipe Inc to your nominated bank account may be withheld from you pending the result of the dispute.

15.3 **Alterations to the Delivery Fee**

- a. Bearer is empowered to reduce, or cancel a Delivery Fee for a particular Delivery if they reasonably believe that:
 - i. The Delivery has not been completed;
 - ii. The Delivery has been improperly completed;
 - iii. A Customer has lodged a complaint related to your acts or omissions before, during, or after the completion of a Delivery Request;
 - iv. You have engaged in fraudulent conduct;
 - v. You have breached any terms of this Agreement.
- b. If payment has been made to Stripe Inc and Bearer reasonably believes that a circumstance outlined at 15.3 (i-v) has occurred, Bearer is empowered to pause, or cancel the payment of the relevant Delivery Fee and any other Delivery Fee Bearer reasonably believes may be subject to the same misconduct.
- c. If payment has been made to Stripe Inc by Bearer and Stripe Inc has released the Delivery Fee to you, Bearer may require you to reimburse Bearer for the Delivery Fee released.
- d. In the event that you fail to fully perform any delivery services you shall forfeit all or part of the Delivery Fee.
- e. If Bearer has provided you with a promotional on-boarding package of any on-boarding fee, any equipment they have provided, or any other fee, Bearer is empowered to deduct the deferred payment from Delivery Fees that you have accrued, at a rate to be determined by Bearer. You will be notified of these deductions and may dispute this deduction.

16. PAYMENT DISPUTES

- a. In the event that you fail to provide the delivery service as described by the Delivery Request, you shall not be entitled to the Delivery Fee. A determination that you have failed to provide the delivery service will be based upon the proof provided by Customers, Delivery Recipients, third parties and the Bearer Platform. Bearer will make a reasonable determination as to whether the failure to provide the delivery service was a result of your actions or omissions.
- b. If it is determined that you have failed to provide the delivery services in accordance with this Agreement and Bearer's further guidelines, any loss experienced by Bearer may be charged to you by Stripe Inc's "Debit Negative Balance" feature. For further information about this feature, please refer to <https://stripe.com/en-au/legal/ssa> <https://stripe.com/en-au/legal/connect-account>
- c. In the event that Bearer fails to make payment in a timely and accurate manner, you should notify Bearer of the failure and provide Bearer with 30 days to rectify the failure. If Bearer does not rectify the failure to your satisfaction or you wish to challenge a decision of Bearer, you may proceed by requesting Mediation by serving written notice (the Notice) on Bearer. If agreement is not reached with Bearer within seven (7) days of receipt of the Notice the parties must mediate the dispute in accordance with the Rules of the Australian Commercial Dispute Centre ("ACDC") in accordance with the ACDC guidelines for commercial mediation which are operating at the time the dispute is referred to ACDC. The guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved and the terms of the guidelines are hereby deemed incorporated into this Agreement

17. LOCATION SERVICES

- a. In order to use the Bearer Platform, you are required to have your mobile devices location services turned on at all times while using the Bearer Platform.
- b. If, at any time while using the Bearer Platform your mobile device's location services is turned off, disconnected, or for any reason become unavailable you will be unable to use the Bearer Platform until it becomes available again.
- c. Bearer may retain data pertaining to your location while using the Bearer Platform.

18. PROVIDING INVOICES

- a. On condition that you are registered for GST and have provided Bearer with your Australian Business Number, Bearer will generate and provide you with tax invoices for the delivery services you have provided to Bearer in accordance with this Agreement. These invoices will be provided through the Bearer Platform upon your request.
- b. Bearer is not liable for any mistakes or errors which are present on the invoices provided. You are responsible for identifying and notifying Bearer of any errors which are present on invoices provided.
- c. You are required to ensure that all details you have provided Bearer are up to date and accurate. If there are any changes to these details you are required to inform Bearer.

19. Tax Obligations

- a. You are responsible for providing Bearer with all relevant business and tax information.
- b. You are responsible for completing all tax registration obligations, including registering for GST if appropriate.

- c. You are required to provide Bearer with all information required to ensure compliance with all relevant law and taxation obligations.
- d. Bearer may, in accordance with the law, be required to deduct, withhold, or collect and remit any taxes which are due and payable by you as a result of this Agreement.
- e. Bearer may be required to provide information collected in relation to this Agreement to the Australian Taxation Office or any other government body as required.
- f. The Delivery Fee is the sole consideration for the delivery services you provide in accordance with this Agreement. This Delivery Fee is inclusive of GST, if it is applicable.

20. INTELLECTUAL PROPERTY RIGHTS

- a. Bearer owns all rights to the Bearer Platform, all data collected in accordance with this Agreement. All rights not granted under this Agreement are reserved by Bearer.
- b. Subject to you complying with the obligations created under this Agreement, Bearer may grant you a licence to use the Bearer Platform. This licence is:
 - i. Non-transferable;
 - ii. Non-assignable.
- c. You are only entitled to use the Bearer Platform to:
 - i. Provide delivery services;
 - ii. Correspond with Bearer;
 - iii. Review and change your profile and the details you have provided;
 - iv. Submit requests to delete your account;
 - v. Manage your preferred mode of transport;
 - vi. Review your delivery history;
 - vii. Review your current Stripe payment balance;
 - viii. Review any Bearer Promotional material;
 - ix. Review your Stripe account dashboard;
 - x. Manage payment details;
 - xi. Access Bearer's legal documents and community guidelines.
- d. Subject to this Agreement you must not use any of Bearer's names, logos, slogans, advertising material, photos, designs, videos, animations, written content, trademarks, copyrights, animations, software, or other identifying symbols, without Bearer's express written permission.

21. PROTECTION OF THE BEARER PLATFORM

You are not entitled to share, amend, copy, distribute, modify, reverse engineer, lease or sell to a third party the Bearer Platform, Platform Logics, or any elements of the Bearer Platform, or any data collected or received from the Bearer Platform.

22. PRIVACY

- a. The terms and conditions of the SeyCo Pty Ltd - Bearer Privacy Policy are currently available at <https://www.Bearer.au/Legal/PrivacyPolicy>. These terms will apply to the collection, use and processing of any Personal information collected from you. This includes your location data which must be provided at all times during a delivery service.
- b. Bearer does not retain or process any personal information provided by you as part of your background checks. All information provided as part of your background checks is processed by National Crime Check Pty Ltd.
- c. You must comply with all Australian Data Protection Laws when performing any obligations under this Agreement.
- d. You are responsible for maintaining the secrecy of any information necessary for you to gain access to the Bearer Platform, including your username and password. You must inform Bearer if you believe that another party has gained access to this information.
- e. You must do everything reasonably within your power to protect and secure, all personal information used in connection with the Bearer Platform against any threats, or unauthorised access.
- f. You must only use any data received from the Bearer Platform to perform your obligations under this Agreement and must not use any information received for any other purpose.
- g. You must inform Bearer, as soon as practicable, if you become aware of any actual or potential, un-authorised use, modification, disclosure, loss, access, or interference with data received from, or provided to the Bearer Platform, or the Platform itself.
- h. If a data breach, or a suspected data breach has occurred, you must immediately provide Bearer with any assistance, information, or confirmation reasonably requested by Bearer for the purpose of investigating and responding to any breach, non-compliance, or breach of Australian Data Protection Laws.

23. GENERAL DISCLAIMER OF BEARER'S LIABILITY

- a. This section only applies only to the maximum extent permitted under the relevant laws and does not override any rights that you have in accordance with any applicable law, including the Australian Consumer Law and the *Independent Contractors Act 2006* (Ctw).
- b. You understand and agree that Bearer will, if they deem appropriate, alter:
 - i. Delivery Fees;
 - ii. Distance Brackets;
 - iii. Bonuses available;
 - iv. Base fares used;
 - v. Distance fee brackets;
 - vi. Job duration fees and rates;

- vii. After hours surcharges;
- viii. Surcharges for special events and environmental conditions;
- ix. Platform fees for a job;
- x. Bonus and promotional on platform fees;
- c. You understand and agree that Bearer makes no guarantee in relation to the number or value of Delivery Requests that will be offered to you.
- d. Bearer makes no representations as to the availability of the Bearer Platform and expressly disclaims any warranties that may have been expressly or implicitly created regarding the Bearer Platform.
- e. Bearer does not guarantee the availability, or accuracy of the Bearer Platform, or that your use of the Bearer Platform will be uninterrupted, or without error.
- f. You acknowledge that the Bearer Platform may be unavailable for periods of time due to scheduled maintenance, unscheduled maintenance, internet outages, data breaches, network failure, or any other issue inherent to the provision of services via electronic communication platforms and the Bearer is not liable for any loss or damage suffered by you, or a third party as a result of this unavailability.
- g. Bearer makes no representations or guarantees and takes no responsibility as to:
 - i. The contents of the packages to be delivered;
 - ii. The actions of the Customer;
 - iii. The actions of the Delivery Recipients;
 - iv. The route to be taken for the delivery service;
 - v. The safety of the pick-up/drop off location;
 - vi. The availability of Delivery Requests;
 - vii. Road and safety conditions while using the Bearer Platform;
 - viii. Damage to your equipment;
 - ix. The quality, weight, or content of Delivery packages;
 - x. Damage to parcels during delivery services.

24. GENERAL INDEMNIFICATION

- a. By entering this Agreement you indemnify and agree to hold Bearer, including all parent, subsidiary and/or affiliated companies, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys and employees, ("**Bearer and Affiliates**") faultless for any harm, or damage arising from:
 - i. Your failure to comply with this Agreement;
 - ii. Your failure to comply with any local, state, national, or international laws, rules, or regulations;
 - iii. Third party claims which are directly, or indirectly related to the provision of delivery services in accordance with the Bearer Platform;
 - iv. Third part claims which are directly, or indirectly related to your use of the Bearer Platform.

- b. By entering this Agreement you acknowledge that you use the Bearer Platform at your own risk and you indemnify Bearer from all claims, demands, damages, suits, losses, liabilities and causes of action arising directly or indirectly from, as a result of, or in connection with your actions, or arising from the performance of delivery services under this Agreement, including personal injury or death to any person (including to you) as well as any liability arising from your failure to comply with the terms of this Agreement

25. TAX INDEMNIFICATION

- a. By entering this Agreement you indemnify and agree to hold Bearer and Affiliates faultless for any harm, or damage arising from your failure to meet your taxation obligations. This is to include any liability arising if it is found, contrary to the intentions of the parties, that this Agreement creates an employment relationship.
- b. If a further tax liability is imposed as a result of any determination that this Agreement creates an employment relationship, you will be liable to reimburse Bearer for any amount that ought to have been remitted to the relevant taxation authority by Bearer.

26. LIMITATION OF LIABILITY

- a. In no circumstances will Bearer and Affiliates be liable for any claims, demands, damages, suits, losses, liabilities and causes of action arising directly or indirectly from, as a result of, or in connection with your actions, Bearers actions, or arising from the performance of delivery services under this Agreement, including personal injury or death to any person (including to you) as well as any liability arising from your failure to comply with the terms of this Agreement.
- b. Except for Bearer's obligations to pay amounts due to you, in no event will Bearer's combined total cumulative liability of each and every kind to you under this Agreement exceed the aggregate amount of Delivery Fees actually paid by Bearer under this Agreement in the six month period immediately preceding the event giving rise to the relevant claim.
- c. This section only applies to the maximum extent permitted by law and does not override any rights that you have pursuant to applicable law, including the Australian Consumer Law.

27. INSURANCE

- a. You must, at your own cost, take out and maintain at all times you are using the Bearer Platform:
 - i. Motor vehicle insurance, for any motor vehicle used to provide the delivery services, for at least the minimum amount required by law and any other minimum motor vehicle liability insurance cover as requested by Bearer. This insurance must note that the vehicle is being used for business purposes;
 - ii. Workers' compensation insurance to cover yourself, as required by applicable law. Where permitted by the relevant law, you may choose to maintain occupational accident insurance in place of workers' compensation insurance or, at your risk, not insure yourself against industrial injuries.
 - iii. Compulsory Third Party Insurance if your vehicle is registered in any states and territories where businesses are required to provide and renew this insurance annually;
 - iv. Public Liability Insurance for your business as a sole trader with at least \$20,000,000 coverage;

- v. Vehicle registration for any vehicle you propose to use in the provision of delivery services.
- b. All above insurances, registrations and other policies must have at least 2 months validity from the date that you gain access to the Bearer Platform.
- c. At the point that any of the above insurance, registration, or other policy expires, you are responsible for renewing the policy/registration. You are responsible for informing Bearer of any changes, renewals, or expiration of any of the policies and registrations detailed above.
- d. You must provide Bearer with details of your insurance prior to gaining access to the Bearer Platform.
- e. Bearer may deny you access to the Bearer Platform if your insurance, registration, or other relevant policy expires.

28. TERMINATING THIS AGREEMENT – YOU

- a. You are under no obligation to enter this Agreement, or remain a party to this Agreement.
- b. You are under no obligation to use the Bearer Platform, even after executing this Agreement.
- c. You may choose to stop using the Bearer Platform and terminate this Agreement without providing Bearer with any notice.

29. TERMINATING THIS AGREEMENT – BEARER

- a. Bearer may, acting reasonably, terminate this Agreement in its entirety, for any legal, business, or regulatory reason, by providing you with written notice 30 days prior to termination.
- b. Bearer may, at their reasonable discretion, restrict, or deny your access to the Bearer Platform if they determine that an act or omission you have committed has the potential to prove detrimental to Bearer’s reputation, good name, or brand. If Bearer restricts your access to the Bearer Platform, you will be provided written notice and will be provided the opportunity to respond to this restriction.

30. NOTICES

- a. System alerts and service notices will be sent to you via SMS and mobile push notifications.
- b. Changes to this Agreement, guidelines, privacy policy and any other binding document will be provided by email, or to your mailing address provided during onboarding.
- c. Notices to Bearer should be provided to Level 5, 447 Collins Street, Melbourne, Victoria, 3000.

31. CHANGES TO THIS AGREEMENT

- a. Bearer may modify, update, add, or replace, these terms of this Agreement, the privacy policy, or any other document necessary for the continued operation of this Agreement, by making the updated documents available through the Bearer Platform. Bearer may prevent you from providing delivery services and accessing the Bearer Platform until you consider the updated documents.
- b. You will have consented to the modifications made under this section if you continue to use the Bearer Platform after the modifications are made.

32. **RIGHT TO NEGOTIATE**

You may negotiate the terms of this Agreement with Bearer.

33. **ASSIGNMENT BY BEARER**

Bearer has the right to assign or transfer this Agreement or any or all of their respective rights or obligations under this Agreement, without obtaining your prior consent. You may not assign or transfer this Agreement

34. **SEVERABILITY**

If any part of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full effect.

35. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State or Territory in which you perform the majority of your delivery services.

36. **PRIVACY POLICY**

You warrant that you have read and agreed to Bearer's Privacy Policy.

37. **CONTENT OF DELIVERY PACKAGES**

- a. Bearer makes no representations as to the contents of the Delivery packages.
- b. If you become aware that the Delivery package you are carrying has illegal, or dangerous substances within it:
 - i. Act to avoid harm to you and any third parties;
 - ii. You must call the police (000) and follow any directions reasonably provided to you by the police;
 - iii. When safe to do so, you must contact Bearer and inform them of the incident;
 - iv. You must not contact the Customer, or the Delivery Recipient.

38. **Interactions with Customers, or Delivery Recipients**

- a. You must always act in accordance with Bearer's Community Guidelines when interacting with Customers, Delivery Recipients, Third Parties and Bearer while using the Bearer Platform.
- b. You must not ask for, or record Customer, or Deliver Recipient contact details, including:
 - i. Address;
 - ii. Mobile phone number;
 - iii. Email address;
 - iv. Name;Or any other personal details gained while using the Bearer Platform.
- c. Any information received about Customers or Delivery Recipients may only be used for the provision of delivery services.
- d. You must not contact previous Customers or Delivery Recipients following the finalisation of a Delivery Request.

39. Execution

The Electronic Transactions (Victoria) Act 2000 establishes the regulatory framework for transactions to be completed electronically. Bearer onboarding portal and/or our legal document update notifications on our applications, require you to complete an electronic signature via tick-box before lodgement or being able to continue using Bearer platform. By ticking the boxes during the onboarding or while using the applications, you have indicated your approval of the contents of this electronic communication.