

## Teddit Driver Terms and Conditions

These terms apply to the access and use by you of the Teddit platform that enables you, as a driver, to accept a request made by a user via the platform to transport and carry a package for that user. Your access and use of the Teddit platform constitutes your agreement to be bound by these terms. If you do not agree to these terms, you may not access or use the Teddit platform.

### 1 Defined Terms

1.1 In these terms and conditions, the following terms shall have the following meaning:

**application** means the application to become a driver, in the form prescribed by us.

**business day** means a day which is not a Saturday, Sunday or bank or public holiday in New Zealand.

**booking request** means a request made by a user on our platform for the provision of driver services.

**confidential** information means these terms and any information about us, its operations, products, our business, driver services and users and any information, the disclosure of which could be detrimental to our interests, as acquired by you (or any of your subcontractors, employees or agents) whilst, or as a result of, performing the driver services which is not in the public domain, other than as a result of breach of confidence.

**driver** mean the person responsible for the transportation and carriage of the package.

**driver** account has the meaning in clause 2.1

**driver services** has the meaning in clause 5.1.

**GST** means goods and services tax.

**Package** means the item or items to be transported and carried by a driver in performing driver services.

**platform** means the [Teddit App] and the website, [www.teddit.co.nz].

**prohibited packages** means packages which:

- a are people animals or other living creature of any kind;
- b are stolen or illegal items or which you do not know are not stolen or illegal items;
- c are fragile or perishable;
- d are valuable items (including without limitation precious stones, metals, watches, jewellery, furs, china, art, antiques, prescription drugs, money, vouchers, travellers cheques, bearer bonds, bills of exchange, promissory notes, bank, credit, pre-pay or other store cards with a cash equivalent value, spirits, tobacco and cigarettes;

- e are noxious, flammable, corrosive, poisonous, explosive or other dangerous items, including items that have been deemed or defined as dangerous under any laws or regulations;
- f are or contain illicit drugs, fireworks, weapons of any description or firearms;
- g are hazardous regardless of whether the risk of such hazard can be reduced or controlled if the item is handled or packaged properly;
- h are or contain chemicals, gasses, poisons or toxins, toxic waste, radioactive materials, organic peroxides, oxidising substances, bacteria, viruses, infectious or biological substances, human tissue or any other living organisms and specimens; or
- i are otherwise unlawful.

**services** the access and use by you of the platform that enables you, as a driver, to accept a request made by a user via the platform to transport and carry a package for that user users to arrange and schedule transportation of goods with drivers.

**services fees** has the meaning in clause 8.1.

**subcontractor** has the meaning in clause 7.1.

**Teddit fee** means the fee charged to and paid by a user with respect to the transportation and carriage of a package.

**these terms** mean these terms and conditions as varied from time to time and comprise our agreement with you.

**user** and **users** means the person for whom a package is transported and carried.

**we, us, ours** means Teddit Limited.

**you, your** means you, a driver.

## **2 Your Driver Account**

2.1 Our agreement with you begins on the date we accept your application to become a driver. Once your application is accepted by us, you will be provided with an account to enable you to access the services (driver account).

2.2 You warrant that:

- a all of the information you provide to us in your application and at any other time will be true, complete and accurate in all respects;
- b any information supplied to us via the platform in connection with use of the services, will be true, accurate and complete;
- c you are GST registered;
- d you will safeguard your driver account information (including passwords and identification details) and will supervise and be completely responsible for any use of the driver account by anyone other than you; and

e you are over the age of 18 and are legally authorised to enter into this agreement with us.

2.3 You further acknowledge and accept that we will retain your bank account details that you provide to us at the time of making your application and will use such details to process any future payment of fees to you.

### 3 **Send with Teddit**

3.1 We may at our discretion, from time to time, make booking requests available to drivers via the platform.

3.2 You acknowledge and accept that:

- a we do not guarantee any quantity of booking requests being made available for acceptance by any driver, or that any driver will receive any particular amount of revenue as a result of becoming a driver; and
- b we shall be entitled, at our discretion, to stop making booking requests available to any driver without notice, and that we are not required to provide a reason for not making booking requests available to any driver.

3.3 It is your responsibility to login to your driver account to view available booking requests. You may, at your absolute discretion, accept via the platform a booking request when you are logged in to your driver account.

3.4 You acknowledge and accept that:

- a each booking request uploaded onto the platform will be able to be viewed by all drivers who are logged in to their driver account and who are located within a prescribed area of the pick up address (such prescribed area being set by us at our discretion from time to time);
- b a booking request is open for acceptance by a driver on a “first come, first served” basis;
- c we will not be party to any contract that may arise between a user and you as a result of a driver accepting a booking request;
- d you have no authority to bind us in any way and you must not seek to agree with any user any additional or alternative terms or conditions of carriage.

3.5 Upon accepting a booking request, you shall use your best endeavors to:

- a collect the package from the pick up address as soon as reasonably possible, at which point you shall confirm collection via the platform; and
- b transport, carry and deliver that package to the drop off address as soon as reasonably possible, at which point you shall confirm deliver via the platform, **(driver services).**

3.6 You further acknowledge and accept that:

- a We do not employ or contract drivers.
- b We provide a platform through which users may engage drivers with respect to the transportation and carriage of a user’s package or packages.

- c We do not participate in the interaction between you and a user, except to provide technology to facilitate the interaction, including in relation to the processing of payments on behalf of users to drivers.

#### **4 Your obligations with respect to driver services**

##### **4.1 In carrying out the driver services, you shall:**

- a Hold a current and valid drivers' licence and be duly qualified to perform the driver services;
- b act with due care and skill;
- c be courteous and polite to the user and any other person with whom you come into contact in providing the driver services;
- d not be under the influence of drugs or alcohol;
- e be permitted to photograph a package at the time of collection and delivery and to retain such photographs for a reasonable period of time;
- f be permitted to inspect the package (including the removal of any labels or packaging) if you deem it necessary to ensure that the package is not a prohibited package;
- g where an individual is not available to receive the package, be permitted to leave that package at the drop off address in a place you, at your discretion, consider to be reasonably secure;
- h act lawfully and comply with any applicable licenses, laws, regulations, industry codes of conduct, health and safety requirements, including without limitation, all legislation, regulations and codes relating to use of roads and transport of goods;
- i not denigrate, comment unfairly about or defame us, our directors or employees, any other drivers, any user and/or our business either during or after the expiry of these terms, including on any form of social media, and whether or not by identifying any particular person;
- j not, in providing the driver services, participate or act in a manner contrary to our interests or the interests of the users or otherwise commit any act which may bring us into disrepute or which directly or indirectly damages our reputation;

#### **5 Your vehicle**

- 5.1 You shall own, lease or otherwise have authorised access to a registered motor vehicle or bicycle to use in the performance of the driver services. We are not under any circumstances responsible to provide or arrange any mode of transport for you. The type of vehicle or bicycle used by you is at your discretion, but must be suitable for its purpose.
- 5.2 You are responsible for any maintenance, up-keep and insurance of your vehicle or bicycle which it choose to carry out the driver services and you acknowledge that you shall not be reimbursed by us for any expenses or costs relating to the vehicle or bicycle, including in relation to any insurance which you may choose to obtain in respect of the vehicle or bicycle, or the costs associated with normal wear and tear.

#### **6 Your insurance obligations**

- 6.1 You are required to obtain and maintain any necessary and adequate insurance(s) throughout the term of our agreement with you, including without limitation, in relation to commercial vehicle insurance, workers' compensation legislation (as relevant) and public liability insurance, and otherwise comply with any other legislation as applicable.
- 6.2 You shall produce to us, at our request, original documentation to confirm the validity of any and all necessary insurance policies maintained by you pursuant to clause 6.1.
- 6.3 You acknowledge and accept that neither you nor any permitted subcontractor, employee or agent is entitled to the benefit of any insurance policies (including for accidents, third party liability, workers' compensation or other indemnity-based insurance) that we may hold in relation to our business.

## **7 Subcontractors**

- 7.1 You may subcontract the performance of your driver services to any other person (subcontractor) provided that:
  - a you ensure that the subcontractor is made aware of these terms and is bound by these terms to the same extent as you;
  - b you ensure that the subcontractor complies with the terms of these terms; and
  - c you are responsible for the payment to the subcontractor in respect of the provision of the driver services performed by the subcontractor.
- 7.2 In no circumstances will we be liable to make payment of any amount to a subcontractor, including on your behalf.
- 7.3 Notwithstanding any subcontract, you shall be liable for the acts or omissions of your subcontractors and employees in respect of the provision of the driver services. A breach of any of these terms by a subcontractor or employee shall be deemed to be a breach by you, and we shall be entitled to exercise our rights (as relevant) against you in relation to any such breach.

## **8 Fees for Use of the Services**

- 8.1 In consideration of your access to and use of the services, you shall pay us a fee (our service fees) equivalent to [20%] of the Teddit fee. Our service fees are GST inclusive.
- 8.2 We shall deduct our service fees from the Teddit fee due to you pursuant to clause 9.2

## **9 Collection and Payment of Teddit Fee**

- 9.1 We shall collect on your behalf all Teddit fees earned by you in the performance of the driver services.
- 9.2 We shall pay any Teddit fees due to you (less our service fees) on the last business day of each calendar week for the driver services completed by you up until midnight on the business day immediately prior to such business day, by direct deposit into your nominated bank account. For the avoidance of doubt, if you have not completed any driver services during any particular week, you will not receive any Teddit fees for that week.

- 9.3 You are solely responsible for any payments due to your subcontractors, employees and agents.
- 9.4 You acknowledge that our pricing structure or payment methods may be amended from time to time at our sole discretion.
- 9.5 You acknowledge and agree:
- a the Teddit fees shall be inclusive of any GST and that you are responsible for the remission of any GST payable to Inland Revenue;
  - b you are responsible for the payment of all taxes arising out of the provision of the driver services or assessed on any Teddit fees payable or paid under these terms;
  - c you hereby fully indemnify us for any liability for any tax liability arising in respect of any payments we make to you.
- 9.6 You further acknowledge and accept that:
- a you are responsible for the payment of all costs and expenses incurred in performing the driver services including without limitation petrol, vehicle insurance and registration, toll fees and any and all other expenses.
  - b you are responsible for assessing whether it will make a profit in performing the driver services and we make no representation as to whether you will make a profit by providing the driver services.

## **10 Your access to and use of the Platform**

- 10.1 The platform and the services and all rights therein are and shall remain our property or the property of our licensors as the case may be. Neither these terms nor your use of the services convey or grant to you any rights:
- a in or related to the services except for the limited license granted in clause 10.2; or
  - b to use or reference in any manner our name, logo, trademarks or other intellectual property.
- 10.2 Subject to your compliance with these terms, we grant you a limited, non-exclusive, nonsublicensable, revocable, non-transferrable license to:
- a access and use the platform solely in connection with your use of the services; and
  - b access and use any content, information and related materials that may be made available through the services.
- 10.3 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. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the services and applications and any updates thereto. We do not guarantee that the services, or any part of the services, 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.
- 10.4 You may not:

- a remove any copyright, trademark or other proprietary notices from any portion of the services;
- b produce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the services except as expressly permitted by us;
- c decompile, reverse engineer or disassemble the services except as may be permitted by applicable law;
- d link to, mirror or frame any portion of the services;
- e cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the services; or
- f attempt to gain unauthorised access to or impair any aspect of the services or its related systems or networks.

**10.5 You acknowledge and accept that:**

- a we give no warranty that the platform may be uninterrupted or error-free;
- b we may, at any time, and in our absolute discretion, with or without notice to you and without refund:
  - i modify or discontinue the platform; and/or
  - ii immediately modify, suspend or terminate your access or use of the platform;
- c we will not be liable to you or any other party for any:
  - i interruption or error to the platform;
  - ii suspension or termination of your access to the platform;
  - iii deletion of any information or materials contained on the platform posted by you; or
  - iv modification or discontinuance of the platform.

## **11 Confidentiality**

**11.1** You shall, and shall ensure that your subcontractors, employees and agents agree, at all times keep confidential the confidential information and will not (and will use best endeavours to ensure third parties do not) disclose, discuss, copy or transmit the same without our prior written approval, except as required by law or to the extent necessary to perform any of your obligations under these terms or where the information is or becomes public knowledge (but not if it is because you, your subcontractors, employees or agents have contravened a confidentiality obligation under this clause).

**11.2** The obligations under this clause will survive termination of these terms.

## **12 Collection, use and disclosure of Personal Information**

**12.1** In performing your obligations under these terms, you shall comply with all applicable legislation and guidelines with respect to the collection, use and disclosure of personal information.

**12.2** We will collect, use and disclose any personal information in accordance with our privacy

policy. The privacy policy is available upon request or can be viewed on our website. You acknowledge acceptance of our privacy policy and consent to the collection, use and disclosure of personal information in accordance with that privacy policy, the Privacy Act 1993 and any other applicable legislation or privacy guidelines.

### **13 Health and Safety**

- 13.1 You are solely responsible for you own safety and wellbeing, and the safety and wellbeing of your subcontractors, employees and agents, in performing the driver services.
- 13.2 If you consider that performing the driver services could cause serious risk to your health or safety, or the safety and wellbeing of your subcontractors, employees and agents, you shall, cease performing the driver services.
- 13.3 You must ensure that the vehicle you use to perform the driver services is in a safe and serviceable condition.
- 13.4 You will promptly notify us of any health and safety incidents that occur in relation to the provision of the driver services, and/or of any involvement by health and safety officials in connection with the driver services.

### **14 Your Liability and Indemnity**

- 14.1 You shall be liable and responsible for, and you agree to indemnify us and our officers, directors, employees and agents (each an indemnified party) from and against, any loss or damage (including costs and expenses not limited to reasonable legal fees) that the indemnified party may suffer as a result of any claims, causes of action, suits, proceedings, demands, recoveries, fines or penalties brought by a third party arising out of your or any of your subcontractors, employees or agents:
  - a use of the services, whether directly or indirectly, including use of the platform;
  - b performance or non performance of the driver services;
  - c negligence;
  - d breach of these terms; and
  - e violation of any law or the infringement of any third party rights in connection with your use of the services.
- 14.2 Without limiting the above, you shall be liable for:
  - a any loss or damage caused to any package whilst in the possession, or under the control, of you, your subcontractor, employee or agent;
  - b any failure to deliver a package to the specified delivery address;
  - c any cancellation by you to perform the driver services with respect to a package.
- 14.3 The obligations under this clause will survive termination of our agreement with you.

### **15 Your Relationship with the User**

- 15.1 You acknowledge and accept that we not provide transportation or carriage services or function as a carrier.
- 15.2 You acknowledge and accept that:
  - a You are responsible for the transport and carriage of the package.

- b While we have expressed in our terms of use with the user that the package is to be carried at the “owner’s risk”, and that you as the driver have the benefit of of such provision, we do not warrant that that provision is enforceable by you at law.

15.3 Notwithstanding the contract of carriage is as between you and the user, you must not seek to agree with any user any additional or alternative terms or conditions of carriage.

## **16 Our Liability to You**

16.1 To the maximum extent permitted by law, we will not accept liability to you in respect of any loss or damage (including indirect, special, or consequential loss or damage) which may be suffered or incurred by you or which may arise directly or indirectly in respect of you using the services.

16.2 To the maximum extent permitted by law, any condition or warranty which would otherwise be implied into these terms is hereby excluded.

16.3 Nothing in these terms shall exclude or limit the liability for:

- a death or personal injury caused solely by a party’s negligence;
- b fraud;
- c wilful default or gross negligence; or
- d any other liability which cannot be excluded under applicable law.

## **17 Non-compete**

17.1 You may engage in other work during the duration of these terms provided that it does not conflict with the your obligations under these terms.

17.2 Notwithstanding the above, you must not:

- a contact or engage with any user for employment or contracting for any business outside of the platform; or
- b contact users whose details are obtained from the platform for any purpose other than in accordance with these terms.

## **18 Termination**

18.1 We may immediately terminate our agreement with you and any services with respect to you, or generally cease offering or deny access to the services at any time for any reason. If we exercise our right of termination under this clause, you must not sign up for another drvier account and must cease using the services immediately.

18.2 Upon termination of these terms:

- a we will pay to you any Teddit fees (less our services fees) which have accrued to you and have not yet been paid to you in respect of booking requests completed prior to the date of termination, and otherwise we will have no further obligation to, and will cease to, provide the services to you.
- b you must immediately:

- i cease to access and use the platform and services;
- ii stop performing driver services and inform us of any booking requests not yet performed so that we can make alternative arrangements for the performance of such booking requests;
- iii cease to accept any new booking requests;
- iv return to us all property, including confidential information, in your possession that belongs to us; and
- v pay or repay any sums lawfully owing to us.

18.3 Our respective accrued rights, obligations and remedies are not affected by the termination of our agreement with you, including the payment of Teddit fees and our services fees.

## 19 Notices

19.1 A notice or other communication must be in writing in English and may be:

- a delivered personally;
- b given by an agent of the sender;
- c in the case of a notice to us, left or posted to our registered office;
- d in the case of a notice to you, left or posted to the address specified in your application; or
- e sent via the platform (to the extent enabled by the platform).

19.2 A notice or communication is taken as having been given:

- a when left at a party's delivery address for notices as specified above; or
- b if posted to a party's delivery address for notices as specified above, on the third business day after posting; or
- c if delivered via the platform, on the next business day after sending of the notice or communication.

## 20 General

20.1 We may vary these terms from time to time. Variations will be effective upon us posting such updated terms on the platform. Your continued access or use of the services after such posting constitutes your consent to be bound by these terms, as varied.

20.2 Our agreement with you is personal to you and you may not assign your rights or obligations to any person.

20.3 Nothing in these terms creates or evidences any partnership, agency, trust or employer/employee relationship between us unless specifically otherwise provided.

20.4 Neither party will be liable for delays or non-performance under these terms due to a force majeure event, which means any event which is not within the reasonable control of a party which could not reasonably have been prevented by that party (including, acts of God, war, terrorism, extreme weather conditions, floods, earthquakes, fire and industrial disputes), however, an obligation to pay any fees or charges shall not be excused by virtue of such event.

- 20.5 Any failure or delay by a party in exercising a power or right (either wholly or partially) in relation to our agreement with you does not operate as a waiver or prevent that party from exercising that power or right or any other power or right. A party is not liable to any other party for any loss, cost or expense that may have been caused or contributed to by the failure, delay, waiver or exercise of a power or right.
- 20.6 Except as expressly stated to the contrary in these terms, the powers, rights and/or remedies of a party under our agreement with you are cumulative and are in addition to any other powers, rights and remedies of that party. Nothing in our agreement with you merges, extinguishes, postpones, lessens or otherwise prejudicially affects any power, right, or remedy that a party may have at any time against the other party or any other person.
- 20.7 Provision of the services is strictly in accordance with our agreement with you.
- 20.8 Our agreement with you is governed by the laws of New Zealand. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New Zealand.