

This KINTO for Uber Driver Agreement contains the KINTO Privacy Collection Notice in clause 12.1 below.

1. About KINTO for Uber

- (a) KINTO gives you access to a Vehicle which you can use exclusively for Uber rideshare purposes. This program is referred to as "KINTO for Uber".
- (b) KINTO for Uber is a program of Toyota Finance Australia Limited (ABN 48 002 435 181), where a Vehicle is provided by, and you are contracting with Toyota Finance Australia Limited (ABN 48 002 435 181) (**KINTO, we or us**).
- (c) This KINTO for Uber Driver Agreement governs your application for Membership for KINTO for Uber, your Booking, and must be read in addition to the terms of the KINTO Member Agreement, the terms of use of the Website and the KINTO App.
- (d) The KINTO for Uber Driver Agreement terms and conditions will operate for each Booking for a minimum term of 26 calendar weeks up to a maximum term of 52 calendar weeks, until terminated in accordance with its terms.

2. Who can use KINTO for Uber

- (a) In order to use a Vehicle on KINTO for Uber, you must be an Uber Driver-partner, become and remain a Member of KINTO in accordance with the KINTO Member Agreement.
- (b) If you are no longer an Uber Driver-partner, then you must advise us immediately, and we may suspend or terminate your Booking under KINTO for Uber in accordance with clause 10.
- (c) You:
 - (i) acknowledge that you have been provided with, and confirm that you have read and understood, the KINTO Privacy Collection Notice in clause 12.1 below; and
 - (ii) consent to the collection of your personal information and agree to your personal information being handled in accordance with this Agreement, the KINTO Privacy Collection Notice in clause 12.1 and the Privacy Policy.
- (d) You agree that we may store your nominated Payment Card information with a third party provider of payment gateway services.
- (e) You agree that we may debit your nominated Payment Card for all fees and charges incurred in relation to the use of KINTO services during the term of your Membership and any other amounts you owe us under this Agreement.
- (f) You authorise us to take a \$1 pre-authorisation to check the validity of your Payment Card.
- (g) We reserve the right to refuse Membership at our discretion and we are not required to give you reasons if we refuse your Membership application.
- (h) We may request further information and documentation from you at any time during the term of your Membership and you agree to provide it to us.

3. Your obligations

3.1 General Obligations

You must:

- (a) always hold a valid driver's licence;
- (b) comply with all laws, including all traffic regulations and licensing requirements;
- (c) drive and use the Vehicle in a lawful, safe, and careful manner.

3.2 Misuse of the KINTO App

You must:

- (a) take all reasonable steps to prevent your Membership for KINTO for Uber from being used to access the KINTO App in an unauthorised manner;
- (b) not allow anyone who is not a Member to drive or use the Vehicle for any other purpose; and
- (c) give us notice if any of your details have changed, including your contact details, Payment Card, licence conditions or any matters set out in clause 2(b).

4. Fees

4.1 Booking Fees and Deposit

- (a) You agree to pay the Booking Fees and the Deposit applicable to your Booking.
- (b) The Booking Fees and your Billing Period will be displayed in the KINTO App. The Deposit will be displayed on the KINTO for Uber Website.
- (c) The Booking Fees and Deposit are accurate at the time we confirm or extend your Booking.
- (d) You must pay the Booking Fee and Deposit by Payment Card unless we agree to accept another form of payment from you.
- (e) You agree that the Deposit will not be returned, or will be partially withheld by us, if you fail to satisfy your obligations under clause 4.3.
- (f) For your Booking (and any extension in accordance with clause 5):
 - (i) the Duration Fee will be charged to you by instalments in advance as set out in the payment schedule within the KINTO App, with each instalment due on the same day each week ;
 - (ii) the first payment of the Duration Fee will be charged to you up to two hours before your Booking commences; and
 - (iii) if the Distance Fee is applicable, it will be calculated and charged to you at the end of each applicable Billing Period on the same day as the Duration Fee.
- (g) The final Distance Fee is charged at the end of the Booking.
- (h) You agree that we may require payment of some or all of the Booking Fees or Deposit up-front, before the commencement of your Booking and at any time if your Booking is extended. If payment is not made, then we are under no obligation to allow your Booking to proceed or continue.
- (i) The Booking Fee and the Deposit is payable on all Bookings made that are not cancelled in accordance with this Agreement, irrespective of whether the Vehicle was used or not.

4.2 Other fees

- (a) You agree to promptly pay any fees and charges incurred while the Vehicle is in your possession, including but not limited to refuelling (where

applicable), damage, tolls, traffic infringements, parking costs, at fault roadside assistance callout fees, missing cards, accessories or devices (including for example charging cable or key fob(s)), towing fees, storage fees, collection agent fees, payment decline fees, late payment fees, legal costs and court fees.

- (b) If a speeding, parking or other traffic infringement notice is issued for the Vehicle while the Vehicle is in your possession, the infringement notice will be processed and reissued in your name by us. You will be liable for any fees and charges associated with the infringement, including our reasonable administration fees for processing and reissuing the notice.
- (c) If you do not return the Vehicle in the same clean and smoke free condition in which you collected it, you agree to promptly pay the cleaning fees and smoking fees (where applicable) as set out in the Fee Schedule.
- (d) If the Vehicle is damaged, misused, abused or neglected while in your possession, you will be required to pay for any repairs, maintenance or service fees reasonably incurred by us (including any inspection or repair fees) to return the Vehicle to the same condition that you collected it. This obligation is subject to the operation of clause 8 which relates to the insurance which covers our Vehicles.
- (e) If you do not pick up or return the Vehicle at the required time, as set out in your Booking confirmation or your Booking change email, you agree that you may be charged, as applicable:
 - (i) a no show fee as set out in the Fee Schedule;
 - (ii) a late return fee, as set out in the Fee Schedule, unless you notify us within 7 calendar days;
 - (iii) administration fees reasonably incurred by us as a result of:
 - a. contacting you to reschedule your return;
 - b. arranging any replacement accessories we provided with the Vehicle (including charging cable or key);
 - (iv) rescheduling fee as set out in the Fee Schedule; and
 - (v) any fees payable as a result of us having to recover the Vehicle including but not limited to, legal costs, court costs, police costs, debt recovery costs, parking costs and retrieval costs of the Vehicle and replacement costs of the Vehicle if a Vehicle cannot be recovered.
- (f) If you wish to end your Booking early before the end of the Minimum Term, you must pay us an Early Termination Fee as set out in the Fee Schedule.
- (g) You agree that you may be liable to pay other fees as set out in the Fee Schedule and under this Agreement. Fees may be amended by us from time to time, and where there is an increase in fees, we will give you not less than one month's notice.
- (h) Where we increase any fees or introduce any new fees in the Fee Schedule in accordance with clause 4.2(g), you will be entitled to terminate this Agreement by providing written notice to us no later than five days before the change is due to take effect and you must

return the Vehicle before the end of the notice period in accordance with the terms of this Agreement.

- (i) You agree to pay all reasonable costs, fees, charges and disbursements (including collection agency commissions and legal costs) incurred or to be incurred by KINTO in recovering any monies due to us by you under this Agreement.

4.3 Payment

- (a) By entering into this Agreement, you authorise us to arrange for fees and charges to be debited from your Payment Card unless otherwise agreed with us.
- (b) If your Payment Card is not in your name or has been issued to you for use by another person or entity (for example your employer), you warrant that we have the authority to debit the Payment Card for the Booking Fee, Extras and other fees and charges pursuant to this Agreement.
- (c) Booking Fees and or the Deposit will be charged, at our discretion, to your Payment Card as required, unless otherwise agreed with us.
- (d) Other fees and charges as set out in the Fee Schedule and under this Agreement will:
 - (i) reduce your Deposit held by us; or
 - (ii) be charged to your Payment Card as they arise.
- (e) It is your responsibility to ensure that there are sufficient clear funds available on your Payment Card to allow the fees to be paid.
- (f) If the payment dishonours or cannot be processed, you agree that we may, without further notice:
 - (i) re-attempt to apply the relevant payment on your Payment Card;
 - (ii) reduce your Deposit held by us;
 - (iii) suspend your account and end your active Booking immediately, in which case you must return the Vehicle and we may also cancel any future Bookings; and
 - (iv) you may be charged a late payment fee as set out in the Fee Schedule.
- (g) You may change your Payment Card details through the KINTO App. You authorise us to take a \$1 pre-authorisation to check the validity of your Payment Card when you update your details.
- (h) You may allow other persons to drive the Vehicle during your Booking provided that they are also a Member and you have notified us that this person will be using the Vehicle during your Booking. You will be responsible for any costs or fees incurred by the other person using the Vehicle during your Booking.
- (i) Subject to clause 4.3(d), 4.3 (f) and 5.2(a), if any unused portion of the Deposit remains, this amount will be refunded to your Payment Card within four (4) calendar weeks provided that you comply with the terms of this Agreement.

4.4 Discounts, promotional codes and vouchers

- (a) You may receive discount or promotional offers or codes, or vouchers from us from time to time.
- (b) You agree to only use any such offer, code or voucher according to the terms under which it is offered.

5. Bookings

5.1 Making a Booking

- (a) You must not use or access a Vehicle without holding a valid Booking to use that Vehicle.
- (b) You agree to comply with all conditions of your Booking, including but not limited to the Vehicle you will use, the time, date and duration of your Booking.
- (c) At the commencement of your Booking, you must inspect the Vehicle for any damage or unsatisfactory condition.
- (d) If there is any damage, you must check whether this has been recorded in the KINTO App. If it has not been recorded, you must report the damage using the KINTO App before using the Vehicle. If you fail to report the damage, you may be held responsible for the damage.
- (e) If the Vehicle is in an unsatisfactory condition, you must report this using the KINTO App before using the Vehicle. If you fail to report the unsatisfactory condition, you may be held responsible for all costs associated with bringing the car back to a satisfactory condition.
- (f) Where a Vehicle is not returned to the location nominated and advised by us, and you have not extended the Booking or contacted us to advise that you are returning the Vehicle late, we may terminate the Booking and report you to the relevant law enforcement authorities.

5.2 Amending a Booking

- (a) You may cancel a Booking at least fourteen (14) calendar days before the Booking start date and not incur a cancellation fee by providing us advance notice of fourteen (14) calendar days before the Booking start date. If you cancel a Booking less than fourteen (14) calendar days before the Booking start date, you may be charged a cancellation fee for the KINTO for Uber Program as set out in the Fee Schedule.
- (b) If you wish to end your Booking early before the end of the Minimum Term, you must:
 - (i) provide us with a minimum of fourteen (14) calendar days' notice before the end of the relevant Billing Period; and
 - (ii) return the Vehicle to us in accordance with clause 5.3.

If you do not provide this period of notice and do not return the Vehicle before the end of the relevant Billing Period, you will be liable for payment for the following Billing Period. If you wish to end your Booking early, a refund will not be processed for the remainder of the paid Billing Period.

- (c) If you fail to collect your Vehicle in accordance with your valid Booking, you will be charged the Booking Fee as set out in clause 4.1.
- (d) You may extend a Booking through the KINTO App or as otherwise agreed with us as long as the Vehicle is available during that period of time.
- (e) If you are unable to return the Vehicle at the required time and you are unable to extend your Booking through the KINTO App, you must contact us immediately. You must take all reasonable steps to return the Vehicle to the location nominated by us. If you do not notify us that you are unable to return the

Vehicle at the required time and if your Booking cannot be extended because the Vehicle is not available, you will be charged a late return fee as per clause 4.2(e)(ii), and Booking Fees for the additional time the Vehicle remains in your possession as per clause 4.2(e)(i), and your Deposit will be held by us in accordance with clause 4.1(e).

- (f) We may amend or cancel your Booking, including the duration of your Booking, or to substitute a Vehicle, in each case at any time (including during the original Billing Period), where we consider it reasonably necessary in our legitimate business interests and we will use reasonable efforts to notify you as soon as reasonably possible.
- (g) If we amend or cancel your Booking due to your breach of this Agreement, you acknowledge and agree that we may repossess or reclaim a Vehicle at any time and you will be liable for all and any fees, fines and costs associated with the retrieval of the Vehicle.

5.3 Ending a Booking

- (a) At the end of your Booking you must return the Vehicle to the location nominated and as advised by us.
- (b) When you return the Vehicle, you must ensure that:
 - (i) the Vehicle is in the same condition as when you collected it;
 - (ii) the ignition of the Vehicle is switched off;
 - (iii) the lights of the Vehicle are switched off;
 - (iv) all doors, windows, the boot, petrol cap, bonnet and sunroof (if applicable) of the Vehicle are closed;
 - (v) the Vehicle has at least a quarter of a tank of Alternative Fuel;
 - (vi) all documents and accessories that were in, attached to or fitted to the Vehicle at the commencement of your Booking remain in, attached to or fitted to the Vehicle;
 - (vii) you have removed all your personal items from the Vehicle;
 - (viii) you have locked the Vehicle; and
 - (ix) you have inspected the Vehicle, logged any new damage in the KINTO App and taken photos of the Vehicle (front, back, driver side and passenger side) at the end of your Booking and retained these photos of the Vehicle for at least seven days after your Booking has ended.
- (c) You acknowledge and agree that KINTO will not be responsible for any personal items left in a Vehicle. You are required to take full responsibility to ensure you have removed all of your personal items from the Vehicle. You will be liable for any costs, fees or charges associated with the retrieval, removal, return and/or storage of your personal items.

6. Alternative Fuel

You must ensure that, at the end of your Booking, the Vehicle is at no less than $\frac{1}{4}$ of its Alternative Fuel capacity. If you don't, you will be charged a fee as set out in the Fee Schedule and amended by us from time to time.

7 Use and Damage

7.1 Using the Vehicle

- (a) When you are operating the Vehicle you must always do so in a safe manner. You must not:
- (i) operate the Vehicle at any time that it is unsafe to do so;
 - (ii) operate the Vehicle or allow the Vehicle to be operated in any illegal manner;
 - (iii) operate the Vehicle under the influence of drugs, alcohol, prescribed medication or any other substance which may impair your ability to drive the Vehicle;
 - (iv) consume or allow any passengers to consume any alcohol or illicit drugs in the Vehicle;
 - (v) allow the Vehicle to be driven by anyone, other than Members;
 - (vi) allow any more passengers to travel in the Vehicle than are legally permitted;
 - (vii) use or prepare the Vehicle for use in any form of motor sport or contest, experiment, test, trial or demonstration purpose;
 - (viii) if the Vehicle does not have appropriate towing attachments fitted by us, use the Vehicle to convey or tow a load;
 - (ix) if the Vehicle does have appropriate towing attachments fitted by us, use the Vehicle to convey or tow a load other than in accordance with the Vehicle and trailer manufacturers' specifications;
 - (x) remove or attempt to remove the Vehicle from Australia;
 - (xi) remove any accessories or devices attached or fitted to the Vehicle;
 - (xii) remove or attempt to remove any e-tag, car park access device or parking pass from the Vehicle;
 - (xiii) part with possession of the Vehicle;
 - (xiv) make alterations or additions or interfere with the Vehicle (including installing anything on or in the Vehicle);
 - (xv) smoke or vape in the Vehicle or permit passengers to do so;
 - (xvi) use the Vehicle for any unlawful purpose, including carrying hazardous or inflammable goods;
 - (xvii) take pets in the Vehicle;
 - (xviii) fill up the Vehicle with incorrect fuel;
 - (xix) allow the Vehicle to be driven on unsealed roads, beaches or through streams, dams, rivers, flood waters, bush fire affected areas or any other roadway where the police or any government authority have issued a warning or caution;
 - (xx) drive the Vehicle until it no longer has any Alternative Fuel remaining in it;
 - (xxi) fail to comply with the terms and conditions of places where you use the Vehicle, such as parking lots; or
 - (xxii) when the Vehicle is not in use, leave it unsecure. This includes not leaving:
 - (A) the Vehicle unlocked;
 - (B) windows down,
 - (C) boot open;
 - (D) the fuel cap open; or
 - (E) the sun-roof open.

- (b) You agree that you will not be eligible for any free roadside assistance provided to Members and will be liable for any costs associated with returning the Vehicle to an operational condition, if you:
- (i) fill the Vehicle with incorrect fuel;
 - (ii) drive the Vehicle until it no longer has any fuel and/ or Alternative Fuel remaining in it;
 - (iii) leave the Vehicle lights on, resulting in flat battery;
 - (iv) lock the key inside the Vehicle;
 - (v) leave the Vehicle unattended; and
 - (vi) use the Vehicle in a manner that is in breach of clause 7.1(a) of this Agreement.

7.2 Damage to, or loss of the Vehicle

- (a) If the Vehicle, or third party property, is damaged during the Booking whether or not the accident or damage is the result of your use of the Vehicle or caused by you, you have an unconditional obligation to:
- (i) immediately, or where this is not possible, as soon as reasonably practicable, call us to report the damage or liability incurred;
 - (ii) immediately report any malicious damage, fraudulent conduct or loss of property and also any injury to any person caused by a Vehicle in your possession to the police (and in these circumstances you must then provide us with the police reference number);
 - (iii) follow directions reasonably given by us;
 - (iv) not engage in, or attempt to repair the Vehicle or any third party property;
 - (v) not promise or offer to settle or partly settle the matter or defend the matter, or assign your rights to a third party in the event of any accident;
 - (vi) where reasonably possible, obtain the contact details of the person who caused the accident, including their name, telephone number, current residential address, driver's licence details, vehicle registration and their insurance details and, where reasonably possible, obtain the contact details of any witnesses to the accident. When requesting this information you must tell that person that you will be providing this information about them to us and that their information will be handled in accordance with the KINTO Privacy Collection Notice in clause 12.1 and our Privacy Policy which they can obtain from www.kinto.com.au. If you provide us with personal information of another person, you warrant that you have the person's consent to do so;
 - (vii) where reasonably possible, take photographs of the damage and the scene and provide us with copies of those photographs;
 - (viii) not admit liability; and
 - (ix) take all reasonable precautions to prevent or minimise further loss, damage or theft and

take all reasonable action to recover lost or stolen property and minimise the claim.

- (b) In the event the Vehicle is lost, stolen or damaged maliciously while in your possession, you must:
 - (i) immediately report it to the police and provide us with the police reference number; and
 - (ii) immediately, or where this is not possible, as soon as reasonably practicable, call us to report the Vehicle missing or damaged.
- (c) You agree that you may be charged for the replacement cost of a Vehicle per clause 4.2(e)(iv) if the Vehicle is lost or stolen due to you breaching clause 8.2(f) or otherwise due to your negligent action or inaction which results in us not being able to successfully make a claim against our insurance policy.
- (d) You agree that you will complete any forms and provide any information that we reasonably require in the event of an accident or any damage or theft of the Vehicle.
- (e) You agree to fully co-operate with KINTO and any third party, as required by us, in relation to any investigation or legal proceedings associated with an accident, theft or damage sustained in connection with your Booking.
- (f) You agree that if you fail to comply with any of your obligations under this clause, you may be liable for a proportion of the fees, charges and other costs associated with the accident, theft or damage of the Vehicle to the extent that your failure contributed to these fees, charges and other costs.
- (g) You agree that you will be liable for any cleaning, damage, repair, towing, storage and other ancillary costs, fees and charges that may arise while the Vehicle is in your possession or caused as a result of you breaching clause 7.1(a), and that such costs, fees and charges are in addition to the amount of any Insurance Excess or Reduced Insurance Excess you are required to reimburse to us.
- (h) If you refuel the Vehicle with the incorrect fuel type, you will be liable for any costs, fees and charges associated with the repair, servicing, storage, towing and retrieval of the Vehicle.

7.3 Service and Maintenance

You must:

- (a) deliver the Vehicle to an Authorised Service Centre for each scheduled inspection, maintenance and repair; and
- (b) ensure that all Service Records relating to the Vehicle are maintained in accordance with the manufacturer's instructions and recommendations.

8 Insurance

8.1 Our insurance

- (a) We have insurance which covers our Vehicles in the possession of a Member. This protects you and any other Member you allow to use the Vehicle during your Booking from accidental loss or damage to the Vehicle and it also covers the legal liability to pay compensation for loss or damage to someone else's property caused by an accident involving the Vehicle subject to the terms of this Agreement. Nothing in this clause prevents us or our insurers from seeking

money from you as a result of your breach of this Agreement.

- (b) In the event that a claim needs to be made against our insurance policy, we are liable to pay the Insurance Excess to the insurer. You agree to reimburse us this cost promptly when we ask you to pay.
- (c) The amount of the Insurance Excess will be provided on www.kinto.com.au and may be amended by us from time to time in our sole discretion.
- (d) Should we increase the amount of the Insurance Excess, we will give Members at least one month's notice of such amendment.
- (e) In the event that KINTO elects to repair the Vehicle instead of lodging a claim against our insurance policy, you agree that you will be responsible for paying the lesser of the amount of the Insurance Excess and the amount of the cost of repair.
- (f) You acknowledge that KINTO's insurance will only provide cover for you for any loss or damage if you are a Member, you or another Member are operating the Vehicle, and you are not in breach of:
 - (i) clause 2(b)(i) - (ii), (iv) - (vii) of the KINTO Member Agreement, 7.1(a), 7.2, 8.2(d), 8.2(e) or 8.2(f) of this Agreement; or
 - (ii) any other clause of this Agreement in a material way that has caused or contributed to the loss or damage.

8.2 Claims

- (a) If there is an accident or damage to the Vehicle, or if the Vehicle is lost or stolen, an amount equal to the Insurance Excess will be debited from the Payment Card you provided to us, upon your reporting, or KINTO identifying, any damage to the Vehicle or that the Vehicle is missing.
- (b) If it is determined that you are not at fault (and not in breach of clause 2(b)(i) - (ii), (iv) - (vii), of the KINTO Member Agreement, 7.1(a), 7.2, 8.2(d), 8.2(e) or 8.2(f) of this Agreement, or any other clause of this Agreement in a material way that has caused or contributed to the loss or damage) and we are able to recover the full amount of the claim from a third party, then we will refund the Insurance Excess debited under clause 8.2(a) within two business days of the claim being settled.
- (c) If it is determined that you are partially or wholly at fault, we will refund the amount (if any) calculated as Insurance Excess debited under clause 8.2(a) less all charges associated with the repair of the Vehicle and a damage management fee, which may apply for KINTO to:
 - (i) process insurance claims; and
 - (ii) organise replacement of any missing or stolen accessories or devices, and any repairs to be undertaken.
- (d) You agree that, where reasonably possible, you must obtain the contact details of the person who caused the accident including their name, telephone number, current residential address, driver's licence, vehicle registration and their insurance details. You agree that you must provide us with honest, correct and complete information of an accident in a timely manner and assist us, as reasonably required, in connection with any claim or legal action relating to the incident

including immediately referring any communication from other parties to us so that we can respond on your behalf.

- (e) If you are involved in an accident or event relating to a claim, you must not:
 - (iii) arrange or authorise any repairs to the insured Vehicle;
 - (iv) admit liability or guilt;
 - (v) make a promise or offer to settle or partly settle the matter or defend the matter; or
 - (vi) assign your rights in any insurance claim to a third party.
- (f) Your liability for any accident, loss or damage will be limited to your obligation to reimburse us the amount of the Insurance Excess, unless the Vehicle was:
 - (i) in an unsafe or unroadworthy condition caused by you, or was carrying passengers or a load (including towing) in excess of that recommended by the Vehicle manufacturer, and this contributed to the loss or damage;
 - (ii) altered by modifications from the original manufacturer's specifications by you;
 - (iii) being used or prepared for use in any form of motor sport or contest, experiment, test, trial or demonstration purpose;
 - (iv) being used for any unlawful purpose, including the carrying of hazardous or inflammable goods in excess of that permitted by government regulation, unless you can prove that such use was without your knowledge or consent;
 - (v) improperly or incorrectly fitted by you with any modification or accessory and this contributed to the loss or damage;
 - (vi) being driven by any person who was not a Member;
 - (vii) being driven by a driver, who was not licensed to drive the Vehicle;
 - (viii) being driven by a driver under the influence of alcohol or with illicit drugs present or driven by a driver who had a blood alcohol level in excess of the limit permitted by law in the state or territory where the loss or damage occurred or being driven by a driver who refused to take a test to determine the level of alcohol or presence of drugs;
 - (ix) being driven by a driver after receiving advice from a medical practitioner not to drive, or whilst under the influence of prescribed medications that impair the ability to drive;
 - (x) damaged as a result of your failure to take all reasonable steps to safeguard the insured Vehicle from loss at all times;
 - (xi) damaged as a result of intentional loss or damage caused by you or anyone acting with your express or implied consent; or
 - (xii) damaged as a result of you or any other person continuing to drive the insured Vehicle in a damaged state.
- (g) You agree that, if you are in breach of:
 - (i) clause 2(b)(i) - (ii), (iv) - (vii), 7.1(a), 7.2, 8.2(d), 8.2(e) or 8.2(f); or

- (ii) any other clause of this Agreement in a material way that has caused or contributed to the loss or damage, you will not be covered by our insurance policy and you will be liable for all liability, loss, damages, costs and expenses (including legal fees) incurred in connection with your use, possession or control of the Vehicle. This includes, but is not limited to, the cost of repair or replacement of the Vehicle, the repair or replacement cost of third party property and costs associated with injury to persons.

- (h) KINTO is not responsible to you or any third party for loss or damage to property left in the Vehicle. You are not covered by our insurance for theft or loss of property from the Vehicle.
- (i) You agree that both ourselves and our insurer reserve the right to recover any monies paid and may need to take action in your name and therefore you must co-operate with us and our insurer and give any reasonable information and assistance through to the completion of any action undertaken in your name.

9 Liability and Indemnity

- (a) You agree that KINTO will not be liable to you for any claim, liability, loss, damages, costs or expenses, whether direct, indirect or consequential, if we are unable to provide you with a Vehicle or we change or cancel your Booking or any third-party circumstances mean you cannot access a Vehicle, except for any claim, liability, loss, damages, costs or expenses directly caused by KINTO's fraud, negligence or wilful misconduct.
- (b) Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
 - (i) to cancel your service contract with us; and
 - (ii) to a refund for the unused portion or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and if this is not done, to cancel your contract and obtain a refund for the unused portion of your contract.
- (c) You indemnify KINTO against any liability, loss, damage, compensation and costs and expenses in connection with your use of the Vehicle to the extent not covered by KINTO's insurance, except to the extent that any such amounts arise from any fraud, negligence or wilful misconduct by KINTO.
- (d) KINTO indemnifies you against all loss suffered by you as a result of our fraud, negligence or wilful misconduct under this Agreement.

10. Suspension and Termination

10.1 Suspension

- (a) We may suspend or cancel your Membership at any time if:
 - (i) you have received three infringement notices;
 - (ii) you had two at fault insurance claims;

- (iii) your payment is late or dishonoured;
 - (iv) your driver's licence has expired;
 - (v) the Payment Card has expired, has been misused or we reasonably suspect that it has been stolen or identified as blocked or high risk by KINTO or one of KINTO's service providers;
 - (vi) you have breached the terms of this Agreement, including a failure to pay fees or charges;
 - (vii) KINTO has provided you 14 days' notice that we are cancelling your Membership, including because we have decided that the program will not be continuing, and if KINTO cancels the program, you will be refunded any Membership Fees, if applicable, on a prorated basis; or
 - (viii) KINTO is notified by the police or other lawful authority that the Vehicle is being used in unlawful activity.
- (b) You may suspend or cancel your Membership by providing us with 14 days' notice.
 - (c) If your Membership has been suspended, any upcoming Bookings will be cancelled and you will not be able to make further Bookings until your Membership has been reinstated.
 - (d) If your Membership becomes suspended during your Booking and you do not return the Vehicle as directed, then unless restricted by law from doing so, KINTO may take reasonable steps to take possession of the Vehicle. You authorise KINTO to do so and, except as otherwise provided by law, will indemnify KINTO on demand against any liability which arises due to your failure to return the Vehicle.

10.2 Termination

- (a) Either party has the right to terminate this Agreement by notice in writing to the other party if the other party commits a breach of this Agreement and either:
 - (i) the breach is material and not capable of being cured;
 - (ii) the breach is capable of being cured and the defaulting party fails to cure the breach within seven days of being notified in writing of the breach by the party giving the notice; or
 - (iii) a breach occurs on more than one occasion.
- (b) If this Agreement is terminated, your Membership will also be simultaneously terminated. Termination shall not in any way prejudice or affect the obligations of either party in respect of acts or events before the date of termination.
- (c) The covenants, conditions and provisions of this Agreement which are intended or capable of having effect after the expiry or termination of this Agreement (including provisions relating to insurance, liability, privacy and disputes) remain in full force and effect following any expiration or termination of this Agreement.
- (d) KINTO reserves its rights to recover any amount owing by you to KINTO upon termination by you or us due to your breach of this Agreement.

12. Website Use and Privacy

12.1 KINTO Privacy Collection Notice

- (a) KINTO collects personal information about you in order to provide the KINTO App and arrange Bookings for you and for the purposes otherwise set out in our Privacy Policy.
- (b) The information you provide will be collected by or on behalf of us and may be disclosed to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to accept Bookings or provide Vehicles or the KINTO App to you.
- (c) We may disclose your personal information to recipients that are located outside of Australia, including to our related companies in Japan and elsewhere in the world such as the UK, Ireland, Belgium and the USA and to our service providers that are located or hold personal information overseas including in the USA, Ireland, Japan and the UK.
- (d) Our Privacy Policy explains how you may access and correct your personal information, how you can lodge a complaint regarding the handling of your personal information and how we will handle any complaint.
- (e) If you would like any further information about the our privacy policies or practices, please contact us on 1300 454 686 or via the contact form on our website at www.kinto.com.au/contact.
- (f) By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in our Privacy Policy and this KINTO Privacy Collection Notice.

12.2 Request for deletion of personal information

- (a) You can make a request for your personal information to be assessed for deletion by sending an email to info@kinto.com.au. These requests are assessed manually by our KINTO team in line with our legal obligations and business requirements. Requests will be responded to within 30 days.
- (b) Making this request will have the effect of cancelling your Membership and closing your account. Your personal details will not be able to be used to create a new KINTO account in future. Should you wish to reopen your KINTO account, please email us at info@kinto.com.au.

13. Disputes

- (a) If you believe a dispute has arisen under this Agreement, you must give KINTO written notice specifying the nature of the dispute (Dispute Notice).
- (b) During the 15 business day period after a Dispute Notice is given (or any longer period agreed in writing by the parties), both parties must mutually use best efforts to resolve the dispute.
- (c) If the dispute is not resolved following the expiration of the 15 business day period, both parties must endeavour to jointly engage a mediator and endeavour to agree on the mediator's terms of agreement.
- (d) If the parties fail to agree on the engagement of a mediator or the mediator's terms of agreement within

15 business days of service of the Dispute Notice, either party may apply to the President of the Law Society of New South Wales to appoint a mediator.

- (e) You must bear your own costs of complying with this clause. The parties must bear equally the costs of any mediator engaged under clauses 13(c) or 13(d).
- (f) Nothing in this clause prevents a party seeking urgent injunctive or similar interim relief from a court.

14. Changes

- (a) We may change this Agreement from time to time by giving you not less than 14 calendar days notice, including the Membership Fee, or any other fee or charge.
- (b) If a change we make is adverse to you, you will be entitled to terminate this Agreement by providing written notice to KINTO no later than 5 days before the change is due to take effect.

15. GST

- (a) If GST is payable, or notionally payable, on a supply made under or in connection with this Agreement, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (GST Amount). The GST Amount is payable at the same time that the other consideration for the supply is provided. This clause does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive or the supply is subject to reverse charge.
- (b) Where any indemnity, reimbursement or similar payment under this Agreement is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.
- (c) If an adjustment event occurs in relation to a supply made under or in connection with this Agreement, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment or other arrangement will be made between the parties.
- (d) This clause will not merge upon completion and will continue to apply after expiration or termination of this Agreement.
- (e) Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth)) shall have the same meaning in this clause.

16 Notices

Any notice, request, demand, consent, approvals, agreements or other communication (Notice) given or made under this Agreement:

- (a) must be in writing signed by you or, in the case of KINTO, an Authorised Officer of KINTO (or in the case of any email message, sent from your email address or in the case of KINTO, the email address of an Authorised Officer of KINTO);

- (b) must be made by email or by such other means as may be agreed between you and KINTO from time to time; and
- (c) will be conclusively taken to be duly given or made and received or left at the address or email address of the recipient which has been notified to the sender but, if delivery or receipt is on a day on which business is not generally carried on in the place to which the communication is sent or is later than 4pm (local time), it will be conclusively taken to have been received at the commencement of business on the next day on which business is generally carried on in that place.

17 General

- (a) This KINTO for Uber Driver Agreement is made in addition to the KINTO Member Agreement and constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
- (b) A provision of this KINTO for Uber Driver Agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.
- (c) The rights, powers and remedies provided to each party in this KINTO for Uber Driver Agreement are cumulative and not exclusive or limiting of any right, power or remedy provided by law.
- (d) Nothing contained or implied in this KINTO for Uber Driver Agreement creates any partnership, agency or trust. No party has any authority to bind another party in any way.
- (e) You must not assign or otherwise deal with your rights under this KINTO for Uber Driver Agreement or allow any interest in them to arise or be varied without our consent. You agree that we may assign our rights under this KINTO for Uber Driver Agreement in our discretion.
- (f) This KINTO for Uber Driver Agreement is governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of that place.

18. Interpretation and definitions

18.1 Interpretation

Headings are for convenience only and do not affect interpretation. Unless the contrary intention appears, in this document:

- (a) the singular includes the plural and vice versa;
- (b) a reference to "person" includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation; and
- (c) a reference to a time of day is a reference to New South Wales time.

18.2 Definitions

Agreement means this agreement together with any annexures or schedules and any documents incorporated by reference, which is available on www.kinto.com.au.

Alternative Fuel includes hydrogen and battery cell charge in full electric or plug-in hybrid electric Vehicles. It

does not include battery cell charge in hybrid Vehicles where the battery is not externally charged.

Australian Consumer Law means Schedule 2 to the Competition and Consumer Act 2010 (Cth).

Authorised Officer means any person whose title includes the word Manager or cognate expressions (including any person acting in any such office) or any secretary or director.

Authorised Service Centre means a Toyota dealership.

Billing Period means each payment cycle as set out in your payment schedule within the KINTO App, or as otherwise notified to you by KINTO.

Booking means a booking made by KINTO on your behalf to use a Vehicle, and accepted by KINTO by way of a booking confirmation email.

Booking Fee means the fee payable on each Booking, charged in accordance with the applicable Duration Fee, together with a Distance Fee, if applicable, as varied by KINTO from time to time.

Deposit means the fee payable in advance of each Booking, as varied by KINTO from time to time.

Dispute Notice has the meaning given in clause 13.

Distance Fee means the applicable charge per kilometre that the Vehicle is driven by the Member.

Duration Fee means the applicable hourly or daily fee for the time the Vehicle is booked by the Member.

Fee Schedule means the fee schedule listed in the KINTO frequently asked questions, which is available on www.kinto.com.au.

GST, GST law and supply have the meanings given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth), except that "GST law" will also include all rulings on GST issued by the Australian Taxation Office.

Insurance Excess means the amount of the excess payable on the insurance taken out by KINTO in the event of a claim against that policy. This amount is set out on www.kinto.com.au from time to time.

Insurer means Aioi Nissay Dowa Insurance Company Australia Pty Ltd ABN 11 132 524 282, AFSL 443540 (Adica).

KINTO App means the mobile application through which you can view and book Vehicles.

KINTO Member Agreement means the KINTO Member Agreement (as amended from time to time) between the Member and KINTO accessible here: www.kinto.com.au/member-agreement.

KINTO for Uber Website means www.kinto.com.au/kinto-for-uber.

KINTO Privacy Collection Notice means the notice provided to you by KINTO in clause 12.1 of this Agreement.

Minimum Term means a minimum term of 26 calendar weeks for a Booking.

Member means an individual that has been approved by us to use KINTO.

Membership means your membership to join the KINTO for Uber program.

Membership Fee means the fee charged by us for access to the KINTO services as stipulated on www.kinto.com.au and varied by us from time to time in accordance with the terms of this Agreement.

Payment Card means any valid credit card (excluding any pre-paid credit card) or debit card provided by you and approved for use by KINTO.

Privacy Policy means the Toyota Finance Australia Limited privacy policy which can be located at www.toyota.com.au/privacy-policy.

Service Records means for the Vehicle, all technical data, manufacturer's handbook, manuals, log books, insurance documents and other records (whether kept or to be kept in accordance with the requirements of any governmental agency or otherwise) relating to that Vehicle or any part of it.

Term means the term of this Agreement for a minimum period of 26 calendar weeks (unless terminated early in accordance with clause 5.2) up to a maximum period of 52 calendar weeks.

Uber Driver-partner means an independent provider of transportation or delivery services who is eligible to receive trip requests or delivery requests using the Uber Driver Application in Australia.

Vehicle means the Toyota bZ4X or alternative Toyota vehicle assigned to the Member by KINTO.

Website means www.kinto.com.au and includes the KINTO App.

You or Your means you as a Member.