

## MAVEN COMMERCIAL RENTAL AGREEMENT FOR RIDE-SHARING DRIVERS

This Commercial Rental Agreement (“**Agreement**”) is between General Motors Holden Australia NSC Ltd trading as Maven Drive (“**MAVEN**”) and the undersigned individual (“**You**” or “**Your**”) and provides the terms under which MAVEN makes its vehicles (each, a “**Vehicle**”) available for Your use. For the purposes of this Agreement, the Vehicle You are renting from MAVEN is the Vehicle You are assigned when You pick the Vehicle up from the onboarding location. The Vehicle must be used primarily to participate in a ride-sharing program only on the terms of this Agreement (“**Commercial Use**”) in connection with Your participation in a ride-sharing platform and service for matching ride-sharing drivers with passengers that request rides through the ride-sharing application (a “**Ride-Sharing Program**”). This Agreement applies to MAVEN’s rental of a Vehicle to You under the MAVEN commercial vehicle rental program (the “**MAVEN Program**”). By pressing the “Agree” button within this application or website (the “**MAVEN App**”), signing the acceptance sheet (the “**Acceptance Sheet**”) at the onboarding location (which acceptance sheet is incorporated into and forms part of this Agreement), or by using a Vehicle, You agree to be bound by this Agreement. If You do not agree with any aspect of this Agreement, You must not operate any Vehicle or participate in the MAVEN Program.

### 1. INDIVIDUAL AND NONASSIGNABLE; RELATIONSHIP OF PARTIES; MEDIATION

You understand and agree that:

- the obligations under this Agreement are individual to You and are not assignable or transferable by You, except where explicitly stated in this Agreement;
- You are the only person authorised to operate the Vehicle for ride-sharing purposes. You will not allow others to operate or drive the Vehicle unless they are named on the Acceptance Sheet and for incidental personal use only;
- The MAVEN Program is limited to making Vehicles available to You, subject to the terms of this Agreement. Ride-sharing companies operate relevant Ride-Sharing Programs and manage the software terms under which You provide transportation services to, and collect fees from, passengers. Participation in the MAVEN Program is not a future guarantee of Your ongoing status as an approved Ride-sharing driver partner which is determined by your agreement with the relevant Ride-Sharing Program;
- Your participation in the MAVEN Program is voluntary. You can participate in the Ride-Sharing Program without participating in the MAVEN Program;
- You are not operating any Vehicle provided under this Agreement or the MAVEN Program under the supervision, direction, or control of MAVEN or any of its affiliated companies, and Your use of a Vehicle under the MAVEN Program is at the discretion of You;
- You are not, and will not seek to be treated as an employee of or independent contractor to MAVEN or any MAVEN affiliate; You agree You have no expectation of and are not entitled to compensation, wages, or benefits from MAVEN or any MAVEN affiliate; and
- Any disputes or claims relating to this Agreement or the MAVEN Program will be resolved through mediation between MAVEN and You, as further described in Section 18.

### 2. NOTIFICATION OF MODIFICATIONS TO AGREEMENT

You agree that MAVEN has the right to update, modify or otherwise change this Agreement from time to time either upon written notice to You, in paper or electronic form, or upon posting of such changes with notice to You on the MAVEN App, provided that You have at least 10 days’ notice of the changes. By continuing to operate a Vehicle or continuing to participate in the MAVEN Program after such changes take effect, You agree to be bound by such changes. You may terminate the Agreement on or before the date the changes are due to take effect, by returning the Vehicle with 7 days’ prior written notice to MAVEN.

### 3. ELIGIBILITY

You represent, warrant, and covenant as of the date of this Agreement and each day that You participate in the MAVEN Program that You are eligible to participate in the MAVEN Program by meeting all of the following eligibility requirements:

- You are at least 21 years of age;
  - You meet the driver qualification requirements for the Ride-Sharing Program;
  - You are a registered participant in the Ride-Sharing Program;
  - You have less than three (3) at-fault motor vehicle insurance claims in the past five years; and
  - Over 50% of the kilometres driven over the Rental Term will be for Commercial Use as per Section 20.

In addition to any other rights and or remedies available to MAVEN under this Agreement and by law, MAVEN reserves the right to suspend or remove You from the MAVEN Program for non-compliance with the foregoing eligibility requirements, and any breach by You of any provision of this Agreement.

### 4. YOUR RESPONSIBILITIES

You are responsible for:

- complying with all applicable laws, regulations, local ordinances and the rules of use set forth in Section 20 below (the “**Rules of Use**”);
- any loss of, or damage to, Your goods and personal belongings in or on the Vehicle(s) and You agree that MAVEN carries no responsibility for loss or damage to the goods or personal belongings of You or any third party in or on the Vehicle(s);
- any traffic, moving or parking offence citations, fines or other penalties incurred by reason of use of the Vehicle(s);
- all fines, tolls, forfeitures and penalties incurred by reason of the use of the Vehicle(s);
- in EMERGENCY situations, calling 000 for assistance;
- promptly notifying MAVEN of any event that involves theft, attempted theft, vandalism, Vehicle damage of any kind, or impact with a vehicle, object or pedestrian (injured or not) even if there appears to be no damage to the Vehicle by calling 1800 466 283 which will allow You to speak with a MAVEN representative or leave a message if outside of business hours. If You are involved in any such event, You are required to report it to MAVEN as well as file a police or security report;
- for incidents or accidents, following the incident/accident procedures contained in the instructions located in the glove box of the Vehicle, and cooperate with MAVEN's third party claim administrators in its investigation of the incident/accident;
- immediately notifying MAVEN of any potential safety issue relating to the Vehicle or other General Motors products or services by calling 1800 466 283;
- servicing the Vehicle at required kilometre intervals in accordance with the Vehicle service schedule and handbook (“**Service Event**”). Do not service a Vehicle Yourself, and do not service a Vehicle using a service provider other than the service providers authorised by MAVEN in connection with a Service Event.
- keeping Your personal information, including, but not limited to, Your mailing address, email address, driver's license and credit card, up-to-date in all respects at all times within Your profile, either within the MAVEN App or contacting MAVEN directly.

You agree that MAVEN may verify any such update to Your personal information to determine whether You continue to be eligible for the MAVEN Program. MAVEN will in no way be responsible or liable for any fines, damages, penalties or any other costs or liabilities resulting from Your failure to provide MAVEN with up-to-date personal information.

### 5. THE COLLECTION, USE AND SHARING OF INFORMATION

As detailed below, by consenting to this Agreement, You consent to the collection, use, and sharing of any information regarding use of the Vehicle by MAVEN or its affiliates, including General Motors Holden

Australia Ltd, as well as to their collection, use and sharing of any personal information that You provide to MAVEN. This includes the collection of cookies, GPS or other Vehicle tracking and location information, disclosure to affiliates or third parties (including a ride-sharing platform), and as otherwise described in this Agreement and the MAVEN Program Privacy Policy, which is available at <https://mavengig.maven.com/au/>.

You acknowledge that MAVEN collects cookies and tracks IP addresses via the MAVEN App for the purpose of improving services provided by the MAVEN App and enhancing user experience.

You acknowledge and consent that GPS tracking devices including Vehicle Location Services may be active for the Vehicle. The Vehicle Location Services may remotely collect information regarding the use, operation, performance and location of the Vehicle. You acknowledge that similar information also could be collected directly from the Vehicle, for example during the rental renewal process, Vehicle return, or at a Vehicle service appointment.

Any information collected by or provided to MAVEN may be used by MAVEN or its affiliates, including General Motors Holden Australia Ltd, Maven Drive LLC and General Motors LLC, for the purposes of analysing, enhancing, improving, or modifying existing products, features, and services; and the research, design, and development of new products, features, and services.

MAVEN may share this information with its affiliates, including General Motors Holden Australia Ltd, or with other third parties (such as our insurance company, third party claim administrators, credit check providers, debt collection and repossession agency and Holden vehicle dealers) to assist in the above uses or in providing services such as ride request logistics, connectivity, data storage, data analysis, credit checks, vehicle maintenance and security, vehicle and debt recovery, direct marketing and competitions, auditing, or other similar services. Such affiliates and/or third parties may be located outside of Australia. If an affiliate and/or third party are located outside of Australia, MAVEN will take reasonable steps to ensure that the affiliate and/or third party complies with the Privacy Act.

You also acknowledge and consent to MAVEN sharing this information with the Ride-Sharing Program company in connection with the MAVEN Program. The Ride-Sharing Program company is responsible for ensuring that it complies with all applicable Privacy legislation and treating such information in accordance with the Ride-Sharing Program company's privacy policy as found on their website (or as otherwise advised to You by the Ride-Sharing Program company).

## 6. RENTAL TERM AND DEPOSIT

The Vehicle will be rented by MAVEN to You for the period agreed between MAVEN and You ("**Rental Term**").

The parties agree that the Rental Term will include an initial fixed term of 28 days ("**Minimum Term**").

You may terminate this Agreement at any time following the expiration of the Minimum Term by providing MAVEN with 7 days prior written notice that you want to return the Vehicle or by booking a return appointment for the Vehicle in the MAVEN App.

If You wish to terminate this Agreement during the Minimum Term, You acknowledge and agree that You will remain responsible for all Rental Fees payable during the Minimum Term, except where You have terminated the Agreement pursuant to clause 2, in which case You will remain responsible for all Rental Fees payable up to the date of termination. You may not exchange the Vehicle during the Minimum Term.

At the expiration of the Rental Term MAVEN may, in its absolute discretion, offer to extend the Rental Term. Any such extension agreed to by You will be governed by the terms of this Agreement.

You must pay a deposit of the amount set out in the table at clause 7 when You make a reservation via the MAVEN App ("**Deposit**"). MAVEN will charge the Deposit to the credit card linked to Your account and will hold the Deposit for the Rental Term.

You acknowledge and agree that MAVEN may call on the Deposit at any time to recover any fees owed by You to MAVEN under this Agreement or at law. Any unused portion of the Deposit will be returned to You at the end of the Rental Term.

## 7. FEES

The following fee table lists the additional fees that may apply to Your participation in the MAVEN Program in addition to Rental Fees (together, the “**Fees**”). Further details of the Fees are provided below the table. See the “Payment” section below the table for further details of how You will pay the Fees.

Event:	Fee (GST inclusive):	Frequency:
Late payment fee	\$10	Per day, starting the business day after Rental Fee is dishonoured and ending on the business day Rental Fee (plus Late Payment Fees) is paid in full.
Late return	\$50	Per day, starting the day after the Vehicle is due for return
Toll charges	Actual toll costs incurred by the Vehicle during the Rental Term plus Processing fee	Per toll charge received
Processing fee	\$20	Per process of ticket / offence / Toll fee / dishonoured payment
Overdue service fee	\$150	Per missed service
Cleaning required beyond normal wear and tear	Up to \$150	Per offence
Minor vehicle damage beyond Vehicle wear and tear guidelines	Up to \$400	Per offence (i.e scratch, dent, rim mark, etc)
Evidence of smoking (scent, physical remnants)	Up to \$300	Per offence
Vehicle returned with less than one quarter (¼) of the fuel tank of fuel	\$30 (inclusive of Processing Fee)	Per offence
Vehicle returned to wrong location	\$ actual cost to MAVEN to retrieve the Vehicle and return it to the proper location	Per offence
Accident or damage to the Vehicle	Up to \$1,000 deductible (25 years or older) Up to \$1,500 deductible (under 25 years old)	Per repair event
Unauthorised driver fee	Actual costs suffered by MAVEN	Per offence
Interstate travel	Up to \$500	Per offence
Wrong petrol type put into car	\$ actual cost to MAVEN to have the Vehicle and engine repaired	Per offence
Reservation charge for late cancellation	One day of Rental Fees	Per offence
Deposit	\$400	Per rental term
Lost key fee	\$400	Per lost Vehicle key
Vehicle exchange fee	\$200	Per Vehicle exchange, only when that exchange is at the request of the driver

Fees include:

- **Rental Fees.** You agree to pay rental fees for the Vehicle as listed on the MAVEN App when marking Your reservation. The Rental Fee is inclusive of GST. You will be charged the Rental Fee weekly in advance during the Rental Term.
- **Regulatory Fees.** You are responsible for any additional fees that may apply, under applicable laws, regulations, ordinances or the like, to Your participation in the MAVEN Program.

- GST. Words or expressions used in this clause have the same meaning as those defined in the A New Tax System (Goods and Services Tax) Act 1999, and references to “GST” mean goods and services tax chargeable under that Act. If You rent Vehicles (“**taxable supply**”) in connection with this Agreement, You must pay to the supplier any GST which is payable by MAVEN in respect of the taxable supply in addition to and at the same time as the payment of any GST exclusive consideration payable in respect of the taxable supply.
- Late Payment Fees. If You are overdue in payment of Your Rental Fee, MAVEN will charge You a Late Payment Fee as specified in the above table. In addition to Your normal weekly payment, for each business day that Your Rental Fee remains outstanding MAVEN will charge You the Late Payment Fee, as specified in the above table, until Your Rental Fee is paid in full.
- Late Return Fees. If You do not return the Vehicle by the end of the Rental Term as described in this Agreement, then You will pay MAVEN a late return fee as listed in the above table for each day that the Vehicle is late.
- Tolls. You will be responsible for all toll charges during the Rental Term. You must add the Vehicle to Your Toll account(s) or fit an eTag to the Vehicle for the purpose of driving on Toll roads. If at any time, including after the end of the Rental Term, MAVEN is charged for tolls that are incurred by the Vehicle during the Rental Term, You will pay the Toll charge set out in the table above. You agree and accept that any delay in billing from the provider of the toll permit may result in the Toll charge being payable by You after the expiration of the Rental Term. For the avoidance of doubt, a Processing Fee will be applicable as set out in the table above.
- Processing Fee. You are responsible for timely responding to and paying the amount of any charges for parking tickets or moving offences incurred for the Vehicle during the Rental Term. If MAVEN processes or pays such charges, You will be responsible for the Processing Fee set out in the table above and for fully reimbursing MAVEN for the amount of such paid charges.
- Overdue Service Fees. If Your assigned Vehicle is due for a Service Event at required kilometre intervals in accordance with the Vehicle service schedule and handbook located in the Vehicle or as advised at any time by MAVEN, You must promptly bring the Vehicle to an approved service location (specific service location as designated by MAVEN). Failure to do so within 1,000 km of the service interval occurring will incur a fee as outlined in the table above per Service Event missed. The same fee applies if You return the Vehicle without completing the Service Event as outlined above even if the Vehicle is less than 1,000 km over the service interval.
- Cleaning Fee. You will return the Vehicle to MAVEN with the exterior washed, the interior vacuumed and otherwise in a clean condition that is reasonably suitable for others to use. If You fail to do so and MAVEN determines in its discretion that further cleaning is necessary (including, but not limited to, carpet or upholstery stains, offensive odours, pet hairs) You will pay MAVEN a cleaning fee as listed above. MAVEN will also charge You a separate cleaning fee if there is any evidence of smoking in the Vehicle, such as the scent of smoke, physical remnants left in the Vehicle or any markings in the Vehicle.
- Minor Vehicle Damage Fee. You will return the Vehicle to MAVEN in a state acceptable by MAVEN's Vehicle fair wear and tear guidelines as provided to You when You pick the Vehicle up from the onboarding location. If You fail to do so and MAVEN determines in its discretion that minor damage will need repair (including, but not limited to, rim scratches, small dents, small panel scratches) You will pay MAVEN a fee as listed above. If the damage is determined by MAVEN to be beyond minor, You will be required to submit an insurance claim per Section 12.
- Unfilled Fuel Tank Fees. You must return the Vehicle with at least one quarter ( $\frac{1}{4}$ ) of a tank of fuel remaining. If a Vehicle is returned with less than one quarter ( $\frac{1}{4}$ ) of a fuel tank, You will pay MAVEN a fee to cover the costs incurred by MAVEN to fill the fuel tank to one quarter ( $\frac{1}{4}$ ) including a Processing fee as listed in the table above.
- Wrong Location Return Fee. In addition to MAVEN's other rights and remedies in this Agreement, MAVEN may charge You a Wrong Location Return Fee as listed above in the event that You return the Vehicle to the wrong location.
- Unauthorised Driver Fee. In addition to MAVEN's other rights and remedies in this Agreement for use of a Vehicle by an unauthorised driver, You agree to pay MAVEN actual costs incurred by MAVEN as specified in above table if You allow an unauthorised person drive a Vehicle.



- Interstate Travel Fee. In addition to MAVEN's other rights and remedies in this Agreement, MAVEN may charge You an Interstate Travel Fee as listed above in the event that You breach this Agreement by taking the Vehicle outside of the State or Territory in which it is registered. The fee represents MAVEN's reasonable costs for recovering the Vehicle from interstate.
- Vehicle Exchange Fee. In instances where You request a Vehicle exchange MAVEN may charge You a fee as set out in clause 7. This fee may apply when You request to change the Vehicle. This fee will not apply when MAVEN initiates an exchange. The Vehicle exchange fee will also not apply where the exchange occurs due to Vehicle damage or repair.
- Reservation Charges. You may cancel or modify Your reservation at no charge up to 24 hours prior to the time that the Initial Term is scheduled to begin. MAVEN may charge You a fee as set out at clause 7 for any reservation cancelled or modified less than 24 hours prior to the time the Initial Term is scheduled to begin.
- Other Offences. In addition to MAVEN's other rights and remedies in this Agreement, You acknowledge and agree that MAVEN may, in its discretion, charge You a fee for the actual cost to MAVEN for each offence of any term of this Agreement each time such an offence results in a visit by MAVEN (or its designate service provider) to the Vehicle to remedy the situation (including, but not limited to, towing, impoundment, necessity of cleaning or re-fuelling, etc.).

## Payment

You will immediately pay MAVEN the above Fees if and when a Fee is incurred. MAVEN will collect such fees directly from You and You authorise MAVEN to charge the amount of the Fees to the payment method You have authorised or through mechanisms MAVEN makes available to You from time to time. The Rental Fee shall be paid weekly in advance during the Rental Term and will occur on the same day of the week that You started Your Rental Term. Certain Fees may be charged at or after the end of the Rental Term, such as fees for Vehicle damage as may be identified during final inspection, or for unpaid tickets or tolls that are identified after the Rental Term, as provided in this Agreement. MAVEN will promptly notify You of the dollar amount of any charges that are due to be paid after the expiration of the Rental Term and You authorise MAVEN to charge such fees to the payment method You have authorised. You must keep a valid payment method on file with MAVEN to pay the above fees. You will receive a summary of Your weekly statement from MAVEN with the breakdown of fees during, and as applicable after, the Rental Term.

## Outstanding Fees

If You are overdue in payment or otherwise breach this Agreement, MAVEN may suspend or terminate Your participation in the MAVEN Program. MAVEN reserves the right to assign a delinquent member account to a third party collection agency.

## Interest on Overdue Amounts

If, at the end of your Rental Term, You owe any amounts to MAVEN (which may include, but is not limited to, any outstanding Fees or Rental Fees) MAVEN reserves the right to charge interest on all overdue amounts You owe to MAVEN at a rate of 10% per annum, which shall accrue from the day after payment is due until the outstanding amount and any applicable interest has been paid in full.

## 8. ACCESS TO VEHICLE

You will pick up a reserved Vehicle at the date, time and location as specified on the MAVEN App or otherwise notified by MAVEN after You have received notice of confirmation from MAVEN.

## 9. RETURN OF VEHICLE

At the end of the Rental Term, You agree to return the Vehicle to the MAVEN location as designated on the MAVEN App or notified by MAVEN after You make an appointment to return the Vehicle. The Rental Term ends when You return the Vehicle to this MAVEN location in compliance with this Agreement. You agree to return the Vehicle in the same condition that You received it, excepting normal wear and tear, on the due date and at the time and location specified by MAVEN. MAVEN may, acting reasonably,

require You to return the Vehicle prior to the expiry of the Rental Term, in which case You must return the Vehicle at the time and location specified by MAVEN, and, where the Agreement has not otherwise been terminated in accordance with this Agreement, MAVEN will endeavour to provide You with a replacement Vehicle of equivalent size and standard for the remainder of the Rental Term. If the Vehicle is returned late, You may be charged the late fee. Any failure to return the Vehicle within three calendar days after the end of a Rental Term will constitute breach of this Agreement and result in MAVEN recovering the Vehicle and pursuing its other rights and remedies as provided in this Agreement and under applicable law.

## 10. ROADSIDE ASSISTANCE

Roadside assistance services are available to You through the following number: 1800 817 100.

You agree that MAVEN will charge You a fee of \$100 for any Roadside assistance callouts that are due to keys being locked in the Vehicle, Vehicle running out of fuel, damage to the Vehicle arising from an accident, unauthorised third party attempted repairs to Vehicle, a flat tyre where the spare tyre is already fitted or not useable, Your negligence or Vehicle abuse.

## 11. RECOVERY OF VEHICLE

MAVEN reserves the right to recover the Vehicle from You any time that the Vehicle is found to be illegally parked, is being used to violate the law or this Agreement, or appears to be abandoned, in MAVEN's sole discretion. MAVEN may also recover the Vehicle any time MAVEN discovers that You made a misrepresentation to obtain the Vehicle or have not paid requisite fees and penalties in a timely manner. Any of these circumstances will result in an immediate end to the Rental Term. You agree that MAVEN does not need to notify You in advance of recovery under the above circumstances. If the Vehicle must be recovered, You agree to pay the actual and reasonable costs incurred by MAVEN to repossess the Vehicle and agree that such costs will be charged to You.

## 12. ACCIDENTS, DAMAGE TO OR LOSS OF VEHICLE, COLLISION / LOSS DAMAGE WAIVER

- In the event of an accident or incident, You must follow the incident / accident procedures outlined in Section 4 (Your Responsibilities).
- If any loss or damage occurs to a Vehicle while in Your possession, then You may be responsible for paying for repairs up to the applicable deductible set out in the table below.

Age Bracket	Deductible Amount
21-24 years of age	Up to \$1,500
25 years of age and older	Up to \$1,000

- You will be responsible for the Deductible Amount when the repairs are not covered by a third party. These include, but are not limited to, the following situations:
  - You are deemed at fault in the accident or incident
  - You have not provided third party details in the claim (including Vehicle theft or attempted theft)
  - The third party involved in the accident or incident is uninsured
- MAVEN will charge and hold an insurance bond of \$1,000 immediately upon notification by You, or identification by MAVEN, of any damage to the Vehicle. If it is determined that You are not liable, MAVEN will refund the insurance bond to You. If it is determined that You are wholly or partially liable then MAVEN will either (a) refund that portion remaining (if any) of the insurance bond after deduction of all charges associated with the repair of the Vehicle or (b) immediately charge the difference between the insurance bond and all charges associated with the repair of the Vehicle, up to the relevant Deductible Amount.
- You are not responsible for normal Vehicle wear and tear. Before each reservation, You must examine the Vehicle inside and out and report any damage using the provided checklist to document any pre-existing damage with photographs.

- You agree that in the event of an accident, theft or other liability incident during the Rental Term, You will provide MAVEN with a copy, within 7 days of the request, any reasonably requested information relating to such incident, the allocation of fault or liability, and costs and expenses associated therewith, including any applicable damage cover coverage. You are not responsible for Late Fees if the Vehicle is stolen during the Rental Term, provided that You immediately notify MAVEN of the theft as described in Section 4 above.
- MAVEN may recover damages or the relevant Deductible Amount You owe under this Agreement, in an amount determined by law, charging the payment method that You have in place with MAVEN, or through other collection methods available to MAVEN. You hereby authorise MAVEN to charge the insurance bond or Deductible Amount to the debit or credit card that You have on file with MAVEN as applicable in accordance with this agreement.

### 13. INSURANCE

MAVEN Program damage cover provides You with comprehensive cover for events such as Vehicle theft, attempted Vehicle theft and accidental Vehicle damage as well as loss arising from damage that use of the Vehicle has caused to someone else's car or property, up to \$20,000,000 per occurrence.

MAVEN Program damage cover does not Indemnify You if:

- You violate the Rules of Use or terms of this Agreement; or
- You left the Vehicle unlocked or the keys were not secure and under Your personal control, or
- There has been an impact with the underbody of the Vehicle that is not caused by a collision with another Vehicle; or
- The interior of the Vehicle has been damaged, regardless of cause when no other Vehicle is involved; or
- The tyres of the Vehicle have been damaged other than by normal wear and tear; or
- You use incorrect fuel, coolant or additive; or
- You or any person using the Vehicle with Your consent intentionally damage the Vehicle; or
- The Vehicle is used carry or tow a load or carry passengers greater than that for which the Vehicle was constructed; or
- You or any person with Your consent use the Vehicle for a non-approved Commercial Use; or
- The Vehicle is used for any illegal purpose with Your consent; or
- You or any person using the Vehicle with Your consent are driving impaired by or under the influence of any drug or alcohol, or by any person with a percentage of drug or alcohol in their breath or blood in excess of that allowed by law; or
- You refuse to a request from a person with legal authority to take a breath, blood or other test to determine the percentage of drugs or alcohol in the person's breath or blood.

If Rules of Use or the terms of this Agreement are violated or if other parties claim damages (such as for personal injury or uninsured property damage), then You may be liable to MAVEN or to such other parties beyond the coverage of the MAVEN Program damage cover.

### 14. INDEMNITY

You agree and acknowledge that You may be responsible for the full amount of any liability arising in connection with the Vehicle during the Rental Term. If Vehicles are used in accordance with the Rules of Use and otherwise in a safe manner, You will not be charged for any damage to the Vehicle beyond the Deductible Amount. However, if You fail to comply with the terms and conditions of this Agreement or the Rules of Use, or otherwise operates a Vehicle in a dangerous or reckless manner or in any way that endangers others, You agree to defend, indemnify and hold MAVEN, its affiliates and respective directors, officers, shareholders, employees and agents, and, harmless from all claims, liability and expenses arising out of Your non-compliant or reckless use of the Vehicle(s) regardless of whether those claims arise from You or any third party.



## 15. LIMITATION OF LIABILITY

To the extent that You acquire any goods or services from MAVEN as a consumer, You may have certain rights and remedies (including, without limitation, consumer guarantee rights) that cannot be excluded, restricted or modified by this Agreement ("**Non-excludable Rights**"). Nothing in this Agreement or Rules of Use is intended to exclude, restrict or modify any Non-excludable Rights.

You acknowledge and agree that, except to the extent inconsistent with Your Non-excludable Rights, or as otherwise specified in this Agreement:

- MAVEN is not liable to You for any indirect, incidental, special, punitive or consequential damages including loss of opportunity or profits arising from this Agreement, Your participation in the MAVEN Program, or the use of the Vehicle;
- MAVEN is not liable to You for any loss, damage, cost or liability suffered by or imposed upon You by reason of any breach of any provision of this Agreement by You;
- MAVEN has no liability with respect to any of the responsibilities of You under Section 4 above;
- MAVEN has no liability with respect to Your receipt or non-receipt of payment or compensation for services in connection with the Ride-Sharing Program;
- Without limiting or altering any damage cover or indemnification obligations contained in this Agreement, You will fully cooperate with MAVEN in the defence of any claims or lawsuits related to Your use or possession of the Vehicle(s).

You acknowledge and agree that, to the extent permitted by law, MAVEN's liability to You for a failure to comply with any Non-excludable Right in connection with this Agreement is limited, at MAVEN's option, to:

- in the case of goods, the repair of the goods, the replacement of the goods or paying for the cost of repair or replacement of the goods; or
- in the case of services, the resupply of services or paying for the cost of resupplying the services.

## 16. PERSONAL PROPERTY

MAVEN is not responsible for the loss of or damage to Your or any other person's personal property or goods in the Vehicle.

## 17. TERM OF AGREEMENT AND TERMINATION

- Term of Agreement. This Agreement becomes effective upon the acceptance of the terms and conditions contained herein and all ancillary consents (MAVEN's privacy statement) and end upon the expiration or earlier termination of the Rental Term.
- Termination. MAVEN reserves the right to immediately terminate this Agreement at any time in the event of any breach of this Agreement by You, including but not limited to, non-payment of the charges due hereunder, abandoning the Vehicle or upon the occurrence of any loss or damage to a Vehicle, by providing notice to You via email. You will remain responsible for all fees, including account balances, and any damages and penalties incurred as of the date of termination, and shall return the Vehicle immediately upon receipt of such notice.

## 18. DISPUTE RESOLUTION

- 18.1 You agree not to start arbitration or court proceedings (except proceedings seeking interlocutory relief), without first complying with the process set out in this clause 18.
- 18.2 If You believe a dispute has arisen under this Agreement ("**Dispute**"), You must give written notice to MAVEN detailing the nature of the Dispute ("**Dispute Notice**").
- 18.3 During the 14 days after a Dispute Notice is given, or such longer time as agreed by You and MAVEN ("**Notice Period**"), You and MAVEN agree to use Your best endeavours to resolve the Dispute Yourself.

- 18.4 If You and MAVEN are unable to resolve the Dispute during the Notice Period, then at the expiration of the Notice Period, You or MAVEN must engage an independent mediator and agree to the terms of engagement of the mediator.
- 18.5 If You and MAVEN fail to agree on the engagement of a mediator or the terms of engagement of a mediator under clause 18.4 within seven days following the expiration of the Notice Period, either You or MAVEN may apply to the President of the Law Institute of Victoria to appoint a mediator to resolve the Dispute.
- 18.6 If, following mediation of the Dispute, the Dispute is unable to be resolved, You and MAVEN agree to refer the Dispute for arbitration and either You or MAVEN may apply to the President of the Law Institute of Victoria to appoint an arbitrator, whose decision on the Dispute will be binding and final.
- 18.7 Each party must bear its own costs of complying with this clause. You and MAVEN must equally bear the costs of any mediator appointed under clause 18.4 or 18.5 or any arbitrator appointed under clause 18.6.
- 18.8 Any information or documents disclosed under this clause, including the terms of any settlement, must be kept confidential and must only be used for the purposes of resolving the Dispute.

## 19. MISCELLANEOUS

- Assignability. You may not assign or transfer the rights of this Agreement in whole or in part under any circumstances. Doing so without the written consent of MAVEN will be void and of no force or effect. MAVEN reserves the right to assign this Agreement.
- No employment relationship. Nothing in this Agreement or the MAVEN Program, or Your use of Vehicles provided by MAVEN under this Agreement, establishes an employment relationship between You and MAVEN (including any MAVEN affiliate). Nothing in this Agreement, the MAVEN Program, or MAVEN's relationship with a ride-sharing company will be construed to make either You or MAVEN (including MAVEN affiliates) partners, joint ventures, principals, agents, or employees of the other. Neither party has any right, power or authority, express or implied, to represent or bind the other.
- Choice of Law; Venue. This Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Victoria, Australia.
- Severability. If any one or more of the provisions contained in this Agreement, any modification hereof, or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, (i) unless otherwise provided under applicable law, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired and shall remain in full force and effect; and (ii) the invalid, illegal or unenforceable provision shall be replaced by us immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid, illegal or unenforceable term or provision.
- Waiver. Failure or delay on the part of MAVEN to exercise any right or privilege under this Agreement shall not operate as a waiver nor shall any partial exercise of any right or privilege preclude any further exercise thereof.
- Notice. All legal notices to be given by You to MAVEN or by MAVEN to You hereunder must be in writing and will be (a) personally served or (b) mailed registered or certified, return receipt requested, postage prepaid, or delivered by courier service with charges prepaid, addressed as set forth below. Notice will be deemed given on the date of service if personally served or, if mailed, on the third (3<sup>rd</sup>) business day after mailing. Your address for notice purposes is set forth below. MAVEN's address for notice purposes is:

MAVEN General Manager  
c/o GM Holden Ltd  
191 Salmon Street  
Port Melbourne  
VIC 3207

- Third Party Beneficiaries. This Agreement is intended to be solely for the benefit of You and MAVEN and is not intended to confer any benefits upon, or create any rights in favour of, any person or entity other than the foregoing.
- Survival. All fees and charges will continue to be due and payable after the end of the Rental Term. Additionally, the section of this Agreement on Insurance, Indemnity, Limitations of Liability and Personal Property will survive the expiration or earlier termination of this Agreement.
- Entire Agreement. This Agreement constitutes the whole understanding of the parties relating to the subject matter of this Agreement.
- Warranties. The Vehicle may not be new, and there is no express warranty on the Vehicle. MAVEN is responsible for paying the cost of all repairs and service on the Vehicle. Except in relation to Non-excludable Rights, or as otherwise specified in this Agreement, to the extent permitted by law:
  - all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom, or the general law that impose any liability or obligation on Maven are expressly excluded under this Agreement.
  - You are renting the Vehicle “as is” and “with all faults” and the entire risk as to the quality and performance of the Vehicle is with You.

## 20. RULES OF USE

A VIOLATION OF THIS SECTION, WHICH INCLUDES, BUT IS NOT LIMITED TO, USE OF THE VEHICLE BY AN UNAUTHORISED DRIVER, WILL ALLOW MAVEN TO IMMEDIATELY TERMINATE THE RENTAL TERM AND THIS AGREEMENT, VOID ALL LIABILITY PROTECTION, AND ANY OTHER OPTIONAL SERVICES THAT YOU HAVE ACCEPTED, INCLUDING LOSS DAMAGE WAIVER, IF ANY.

- **RESERVING A VEHICLE.** You must make a reservation using the MAVEN App or via a MAVEN representative. You are subject to the Cancellation & Refund Policy set forth in Section 7.
- **PERMITTED USE ONLY.** Vehicles are only to be used for Commercial Use or permitted incidental use. In the event of any other use, MAVEN may immediately terminate the Agreement and Your participation in the MAVEN Program.
- **NO UNAUTHORISED DRIVERS.** You agree that only You are authorised to use the Vehicle for ride-sharing purposes. You may not allow any other person to operate the Vehicle, unless they are named on the Acceptance Sheet and for incidental personal use only (“**Nominated Driver**”). The Nominated Driver must be over 21 years of age, have held an unrestricted (i.e. full) State Issued Drivers' licence for at least 12 months and have less than three (3) at-fault insurance motor vehicle claims in past five years. It is Your responsibility to only name a Nominated Driver on the Acceptance Sheet that meets this requirement otherwise You have violated the Rules of Use. In addition to other rights of recourse MAVEN may have and to the extent permitted by applicable law, You **agree to pay to us an unauthorised driver fee for actual costs and damages suffered by MAVEN as a result, per violation of this rule.**
- **PICK UP AND RETURN LOCATION.** You agree to pick up the Vehicle at the MAVEN location as communicated to You by MAVEN after You have made a reservation. Vehicles must be returned for a Service Event or at the end of the Rental Term to that MAVEN service location, or other location notified by MAVEN.
- **PARKING.** During the Rental Term, You may park in any legal parking space. You are responsible for any and all parking fees and fines or tickets that may result. MAVEN reserves the right to charge any unpaid parking ticket fees to the payment method You provided on file.
- **USE AREA.** Vehicles must not be driven or otherwise taken outside of the State or Territory in which they are registered. Travel interstate, without the prior written consent of MAVEN (which may be withheld in MAVEN's absolute discretion) may result in immediate termination of this Agreement. Additionally, MAVEN may charge the Interstate Travel Fee set out in section 7.
- **NO SMOKING.** Smoking is not allowed at any time by You or any passenger in the Vehicle.
- **ANIMALS OR PETS.** You may take a pet in the Vehicle but only if it is kept in a locked pet carrier. Service animals are allowed in the Vehicles at any time without a carrier.
- **SERVICING VEHICLE.** You are responsible for servicing the Vehicle at required kilometre intervals in accordance with the Vehicle service schedule and handbook. Do not service a Vehicle

Yourself, and do not service a Vehicle using a service provider, other than the service providers authorised by MAVEN in connection with a Service Event.

- **NO OPERATION WHILE IMPAIRED.** You agree to never drive a Vehicle while impaired by medication, illness, fatigue, or injury.
- **NO ALCOHOL OR ILLEGAL DRUGS.** You agree not to use any illegal drugs prior to or while driving a Vehicle. You agree not to consume alcohol prior to or while driving a Vehicle for ride-sharing purposes and agree to operate a Vehicle for personal use up to the legal BAC. Operation of a Vehicle after drinking alcohol or using illegal drugs, including but not limited to situations in which You are under the influence of or impaired by alcohol or illegal drugs will result in immediate termination of Your participation in the MAVEN Program.
- **USE OF SAFETY RESTRAINTS.** You will ensure the proper use of safety belts and child safety restraints for all occupants; You understand that no one under 7 years of age is permitted to ride in the front seat of the Vehicle.
- **OBEY ALL TRAFFIC LAWS.** You will obey all applicable motor vehicle laws, speed limits, codes, and regulations, including all local ordinances and/or state laws addressing distracted driver restrictions and driving in adverse weather conditions. You will drive in a defensive manner, anticipating situations where incidents are likely to occur.
- **NO HAND-HELD DEVICE USE.** You understand that use of hand-held communication devices is only permitted while it is in a suitable cradle fixed in Vehicle. You understand that use of radar/laser detection devices is prohibited.
- **SAFE DRIVING.** You agree to drive safely and to notify us if You are aware of a potential safety issue involving a Vehicle or any MAVEN product or service by calling us at 1800 466 283.
- **NO TRANSPORT OF DANGEROUS ITEMS.** You agree not to use the Vehicle to transfer flammable, poisonous or otherwise dangerous goods.
- **SECURING VEHICLE.** You agree that when the Vehicle is not in use, You will secure the Vehicle by closing the windows, closing and locking the doors, and it is to be garaged or parked off street, wherever reasonably practical.
- **NO MODIFICATION TO VEHICLE.** You may not modify, disconnect, or otherwise interfere with the operation of the odometer, emissions control equipment, or any other equipment installed on or in the Vehicle(s).
- **NO IMPROPER USE OF VEHICLE.** You may not use any Vehicle for an illegal purpose, to harass, mislead, or harm anyone, in a manner that disparages or tarnishes the reputation of MAVEN or any MAVEN affiliate, or in violation of this Agreement (including these Rules of Use).

**Version: 2.0 (Effective 1<sup>st</sup> April 2019)**