

SERVICES AGREEMENT

This is the Services Agreement that applies between the relevant Customer and Provider where the Provider accepts an Offer from the Customer in relation to the provision of the Services. Everywhere Roadie is not a party to this contract.

1. AGREEMENT TO PROVIDE SERVICES

1.1 Obligation of provide Services

The Provider agrees to provide the Services to the Customer for the Services Period. Unless agreed otherwise, the Provider must perform the Services:

- (a) at the Services Location; and
- (b) for the Services Period.

The Provider must:

- (i) perform the Services to a reasonable standard and in a reasonable manner; and
- (ii) ensure that the provision of the Services does not breach any law and hold any permit, licence or qualification required by law for the Provider to provide the Services.

If the Provider:

- (1) is not present at the Services Location by or within a reasonable period after the Start Time;
- (2) does not commence performance of the Services (which may include preparatory or setup work included as part of the Services) by or within a reasonable period after the Start Time (or any later time requested or indicated by the Customer); or
- (3) otherwise commits a material breach of this clause and does not promptly remedy the breach,

then the Customer may terminate this agreement with immediate effect and the Provider must refund any Services Fee paid by the Customer.

1.2 Practical obligations of Customer

The Customer must ensure that:

- (a) the description of the Services Location provided via the Platform is sufficiently detailed and includes any relevant instructions to make it easy and safe for a person not familiar with the relevant area or building to reach the relevant location where the Services are to be provided. For example, the instructions might need to include details regarding the location of the relevant entrance and any hazards;
- (b) the Provider is given access to the relevant part of the Services Location, and is provided with all facilities reasonably required by the Provider to provide the Services, by the Start Time and throughout the Services Period; and

- (c) the Customer (or a person acting on behalf of the Customer) is able to be contacted easily by the Provider throughout the Services Period to provide instructions or information to the Provider when reasonably requested by the Provider.

If the Customer does not do any of the above then:

- (i) the Provider may terminate this agreement with immediate effect; and
- (ii) the Customer must still pay the Services Fee.

2. PAYMENT

At the time when the Customer makes the relevant Offer, the Customer must also authorise the subsequent payment of the Services Fee, via the Payment Facility. Upon the Provider accepting the Offer, the Customer must ensure that the authorised payment then occurs via the Payment Facility (including by ensuring that sufficient funds are in the relevant account of the Customer).

Unless expressly stated otherwise the Services Fee includes all GST, VAT or other taxes.

3. TERMINATION

Neither the Provider nor the Customer may terminate this agreement except:

- (a) where permitted under clause 1; or
- (b) if the Customer breaches clause 2 (Payment).

Termination of this agreement will not affect the accrued rights of either party as at the date of termination.

4. LIABILITY

4.1 General exclusion

The following applies only to the extent permitted by law. All liability of the Provider is excluded in respect of any indirect or consequential Loss suffered or incurred by the Customer in relation to any of the Services, any delay or failure in providing any of them, or otherwise under or in connection with this agreement, and in any event (including where amounting to a direct loss) for any lost profits or goodwill.

4.2 Indemnity

To the maximum extent permitted by law, the Customer must indemnify the Provider against all Losses incurred by the Provider in relation to:

- (a) any breach of this agreement by the Customer; and
- (b) any negligence by the Customer in connection with any Services.

This indemnity may be enforced by the Provider before and without incurring any expense or making any payment to any person.

5. NOTICES

Any notice or communication given under this agreement by either party to the other may be sent or given by any means (including via the Platform, email or other form of electronic messaging), need not be in writing and may be given orally (whether in person, by telephone or otherwise).

6. MISCELLANEOUS

6.1 Courtesy

In all communications and dealings with each other (whether in person, by phone, via the Platform or otherwise) the Provider and Customer must behave courteously with the other, even if the other does not.

6.2 Independent contractors

The relationship between the Customer and Provider is that of independent contracting parties and, except to the extent (if any) expressly stated in this agreement, no employment, agency, partnership or fiduciary relationship will arise as a result of this or any related agreement. Each party has no right, power or authority to bind the other to any agreement, arrangement or understanding in any manner whatsoever.

6.3 Provision of information

Despite any other provision of this agreement, each party consents to the other providing to Everywhere Roadie any and all information provided by or obtained from the other, including where requested by Everywhere Roadie.

6.4 Entire agreement

Without limiting any obligations that the Customer or Provider may have to Everywhere Roadie, this agreement constitutes the entire agreement between the Customer and Provider in relation to its subject matter.

6.5 Applicable law

This agreement is to be construed according to, and is governed by, the laws of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts in and of Victoria, Australia in relation to any dispute arising under this agreement.

7. INTERPRETATION

7.1 Dictionary

In this agreement the following phrases have the following meanings:

Everywhere Roadie means SingleRider Pty Ltd (ABN 22 125 380 510) trading as "Everywhere Roadie".

Loss means any loss, damage, cost, interest, expense, fee, penalty, fine, forfeiture, assessment, demand, action, suit, claim, proceeding, cause of action, liability or damages incurred by a person, and includes legal costs on an indemnity basis and indirect or consequential losses.

Offer means the relevant offer made by the Customer and accepted by the Provider (in each case via the Platform) to borrow the Services.

Payment Facility means the payment facility provided via the Platform through which the Customer can pay the Provider for or in relation to the provision of the Services.

Platform means the Website and any other technology that Everywhere Roadie provides for Customers and Providers to use.

Services means the services described in the relevant Services Description.

Services Description means the Services description (including any exclusions or inclusions expressly communicated by the Provider) specified via the Platform in connection with the Offer at or before the time that the Customer makes the relevant Offer, subject to any changes subsequently mutually agreed by the Provider and Customer via the Platform in their discretion.

Services Fee means the price (as stated on the Platform) payable by the Customer to the Provider for provision of the relevant Services for the Services Period.

Services Location means the location (as specified via the Platform in connection with the Offer at or before the time that the Customer makes the relevant Offer) where the Provider is to provide the Services, subject to any changes subsequently mutually agreed by the Provider and Customer via the Platform in their discretion.

Services Period means the period of hours or days (as specified via the Platform in connection with the Offer at or before the time that the Customer makes the relevant Offer) for which the Provider has agreed to provide the Services to the Customer, starting from the Start Time.

Start Time means a specific time (as specified via the Platform in connection with the Offer) at which the Provider is to commence provision of the Services.

Website means Everywhere Roadie's website at www.everywhereroadie.com

7.2 Rules of interpretation

In this agreement:

- (a) **Inclusive Terms.** Use of inclusive terms such as "includes" or "including" will be read as "includes, without limitation" or "including, without limitation".
- (b) **Numbers.** Words importing the singular include the plural and vice versa.
- (c) **Persons.** References to persons include corporations.
- (d) **Writing.** References to writing include any mode of representing or reproducing words in visible form, and include email and other electronic transmissions.