



## Terms of Service

### 1. Information about us

The Services are provided and operated by Yura Banji Scooters Pty Ltd (**we, us** or “Yura Banji Scooter”). We are a limited liability company registered in Australia.

### 2. Services

2.1 Please carefully read the terms and conditions (the “**Terms of Service**” or “**Agreement**”) below, including the associated Riders Policy (see clause 3) and Privacy Policy (see clause 5), as they apply to your access and use of the Services, including:

2.1.1 Our website.

2.1.2 Our technology tracking application (the “**GPS**”) that enables the renting of scooters, currently accessible and

2.1.3 Electric motorised scooters (each a “**Product**” and collectively the “**Products**”) rented on the GPS (each a “**Service**” and collectively the “**Services**”).

2.2 Your access to and use of the Services is subject to your prior express acceptance of these Terms of Service and the associated Riders Policy (see clause 3) and Privacy Policy (see clause 5). If you have any questions about these documents and your rights, you should seek independent legal advice.

2.3 Your access to and use of the Services signifies your acceptance of these Terms of Service and the associated Riders Policy (see clause 3) and Privacy Policy (see clause 5) and your agreement to be bound by them and any and all other applicable terms referenced in this Agreement absolutely.

2.4 These Terms of Service constitute a legally binding agreement between you and Yura Banji Scooters Pty Ltd (and other Yura Banji Scooters Entities). Our parking station and location partners are not a party to the agreement between you and Yura Banji Scooter for the use of the Services.

2.5 By accessing and/or using the Services, you:

2.5.1 Represent that you are 18 years old or above and are legally capable of entering into binding contracts, and

2.5.2 Agree to be legally bound by these Terms of Service and the associated Rider Policy (see clause 3) and Privacy Policy (see clause 5).

2.6 You certify that you are at least 18 years old. Use of the Services by any minor under 18 years old is strictly prohibited unless accompanied by a responsible adult such as a parent, step- parent, guardian or other adult who has parental rights and responsibilities for the under 18-year-old guest.

### **3. Rules**

3.1 In addition to these Terms of Service, by renting Products on the GPS, you also agree to abide by and be bound by our Australian Riding Policy (the “**Riding Rules**” or “**Rules**”) found at <https://www.yurabanjiscooter.com.au/riderspolicy> which form part of these Terms of Service. All terms, provisions and agreements set forth in the Riders Policy are hereby incorporated herein by reference with the same force and effect as though fully set forth herein.

3.2 The Rules detail safety and other restrictions to safeguard yourself and others, and to respect local laws and regulations.

3.3 Depending on where in the world you may be using our Products, different sets of Rules may apply to you.

### **4. Rental**

4.1 You certify that you:

4.1.1 Are the only person that will using the product and unlocked by you as an individual Account Holder.

4.1.2 Are reasonably competent and physically capable of using the product.

4.1.3 Are responsible for determining for yourself whether the conditions make it safe to operate the product.

4.1.4 To the maximum extent permitted by law, accept all responsibility and risk for any injuries or damage associated with your use of the Product; and

4.1.5 Will not use the Product if there are any noticeable issues with the Product which could affect its safety.

4.2 The maximum rental period is 8 hours.

4.3 You acknowledge that the Product's batteries require charging and it is your responsibility to check that the level of charge of the batteries of the Product is sufficient to cater for your planned use.

4.4 You will notify Yura Banji Scooters Pty Ltd of any defect with the Product and will notify Yura Banji Scooters (and where appropriate, the Police) of any accident involving the Product (or any damage or injury that arises through use of the Product) or should the Product be stolen.

## **5. Privacy**

5.1 These Terms of Service refer to the additional terms in our Privacy Policy (the "**Privacy Policy**") found at <https://www.yurabanjiscooter.com.au/privacy-policy> which forms part of these Terms of Service, which also apply to your use of our Services, and by using our Services you (i) consent to such processing, (ii) warrant that all data provided by you is accurate, and (iii) acknowledge and agree that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information. All terms, provisions and agreements set forth in the Privacy Policy are hereby incorporated in these Terms of Service by reference with the same force and effect as though fully set forth in this document.

5.2 As part of providing you the Services, we may provide you with certain communications, such as service announcements and administrative messages. These communications may be sent via text (SMS) messages or emails. These communications are considered part of the Services and you consent to us sending them to you, so far as the communications are required for the use of the Services.

## **6. Changes of terms**

6.1 We may amend the Terms of Service—and associated rules, policies, and supplemental terms—from time to time at our sole discretion without notice or liability to you. It is your responsibility to check this page periodically and prior to each use of the Services for changes.

6.2 By continuing to use the Services following such amendments to the Terms of Service, you agree to be bound by such amendments.

## **7. Changes to the services**

7.1 The form and nature of the Services may change from time to time without prior notice to you. You acknowledge and agree that we may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and not be able to provide you with prior notice. We also retain the right to create limits on use at our sole discretion at any time and without prior notice to you. We may suspend our scooter rental program at any time at our sole discretion without prior notice to you. We may suspend operations in any of our areas at our sole discretion without prior notice to you.

7.2 You will not be entitled to a refund of any fees for unused rental periods.

7.3 We make no representations, warranties, or guarantees, whether express or implied, that our Services or any Content on the GSP is accurate, complete, or up to date, or on the availability of our Services at any time.

7.4 These Terms of Service and the provision of the Services are contingent on local authority, regional authority and governmental permission and consent which can be withdrawn or suspended at any time. You agree to comply with all local authority, regional authority and government requirements and acknowledge that your failure to do so can cause loss to us. You further acknowledge that these Terms of Service may be altered in response to local authority, regional authority and/or government requirements at any time. In the event permission and consent of the Services is withdrawn or suspended by local authority, regional authority, or government you agree to comply with our reasonable requirements to ensure compliance with the requirements of local authority, regional authority and government.

## **8. Accessing the services**

8.1 We do not guarantee that our Services will always be available or be uninterrupted. Access to our Services is permitted on a temporary basis. We may suspend, withdraw, discontinue, or change all or any part of our Services without notice. We will not be liable to you if for any reason our Services are unavailable at any time or for any period.

8.2 You are responsible for making all arrangements necessary for you to have access to our Services.

8.3 Unless otherwise agreed by Yura Banji Scooters Pty Ltd in writing, the Services are made available solely for your personal, non-commercial use.

## 9. Group rides

9.1 If, as the holder of an account on our product (“**Account Holder**”), you initiate a group ride on our product. (a “**Group Ride**”), you:

9.1.1 accept the appointment made in paragraph

9.1.2 and agree that you act as agent for each other rider on the Group Ride (each a “Group Rider”) in their acceptance of these Terms of Service and our Privacy Policy for the purpose of their use of the Services on the Group Ride;

9.1.3 undertake and certify that, in the process of initiating the Group Ride, each Group Rider enters their own correct name and other details via our system as requested and themselves personally accept and agree to these Terms of Service and our Privacy Policy;

9.1.4 accept and agree that you are liable for any loss, damage or claims arising from or related to the Group Ride (whether caused by you or a Group Rider).

9.1.5 accept and agree to pay all costs, charges or fees for the use of the Services by you and each Group Rider on the Group Ride and that these amounts will be charged to your account for payment under clause 10.

9.1.6 undertake and certify that all riders in the Group Ride (including you and each Group Rider) are at least 18 years or older; and

9.1.6 undertake and certify that:

a) no rider that has not been identified as a Group Rider and accepted these Terms of Service via our website on the Group Ride; and

b) there is no more than one rider per scooter for the duration of the Group Ride.

9.2 If you access the Services as a Group Rider on a Group Ride initiated by an Account Holder, you:

9.2.1 irrevocably appoint the Account Holder as your agent to accept on your behalf these Terms of Service and our Privacy Policy and in respect of your use of the Services for the Group Ride;

9.2.2 confirm and acknowledge that, notwithstanding the appointment in paragraph 9.2.1, your express acceptance via our website constitutes your acceptance as principal of these Terms of Service and our Privacy Policy;

9.2.3 accept and agree that you are liable for any loss, damage or claims arising from or related your use of the Services on the Group Ride.

## 10. Payment

10.1 You understand that use of the Services may result in charges as detailed in the system and on the Yura Banji Scooters website to you for the Services you receive (“Charges”). Before you have received the benefit of Services, Yura Banji Scooters will facilitate your payment of the applicable Charges. Charges will be inclusive of applicable taxes where required by law. All Charges are due immediately and payment will be deducted from your stored value balance or debited from your payment card.

10.2 **Security Deposit:** We do not presently require a security deposit for use of the Services, but this could change in the future.

10.3 **Usage Fees:** You may use the Devices on a per trip basis or as otherwise in accordance with the pricing described on our website. We will charge your agreed payment methods the amount of the fees as described on the website.

10.4 **Convenience Fee:** If you do not abide by the Riding Rules, and/or violate these Terms of Service, you may be charged a convenience fee by us. This fee is not a penalty but represents some or all of the cost to us of remedying your breach of the Riding Rules and/or Terms of Service.

10.5 **Account in debit:** In addition to any amounts due, if your account is in debit for any reason, you may be charged fees that are incidental to our collection of these debit amounts. Such fees or charges may include collection fees, interest (calculated at 10% per annum) or other third-party charges.

10.6 **Valid Credit Card or Debit Card:** In some jurisdictions, you must input valid credit or debit card details and a valid expiration date as a prerequisite to using the Services. You represent and warrant that you are authorised to use any cards you provide the details of. You authorise us to charge the card for all fees incurred by you. All fees are subject to applicable sales taxes and other government charges, which may be charged and collected by us. If you dispute any charge on your card account, then you must contact us within 10

business days from the end of the month with the disputed charge, and provide to us all trip information that is necessary to identify the disputed charge, such as the date of the trip and the approximate starting and ending times. You agree to immediately inform us of all changes relating to your card.

## **11. Promotional codes**

11.1 Yura Banji Scooters may, at Yura Banji Scooters sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services, subject to any additional terms that Yura Banji Scooters establishes on a per promotional code basis (“Promo Codes”).

11.2 You agree that Promo Codes:

11.2.1 must be used for the intended audience and purpose, and in a lawful manner.

11.2.2 may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Yura Banji Scooters.

11.2.3 may be disabled by us at any time for any reason at our sole discretion, without liability to Yura Banji Scooters.

11.2.4 may only be used pursuant to the specific terms that Yura Banji Scooters establishes for such Promo Code.

11.2.5 have no cash value, and are not exchangeable for cash or vouchers or monetary benefit; and

11.2.6 may expire prior to your use.

11.3 Yura Banji Scooters reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Yura Banji Scooter determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms of Service.

## **12. Insurance and loss**

12.1 Your safety and peace of mind is important to us, however any insurance held by Yura Banji Scooters may not cover you for any injury, harm, damage or loss you may suffer in the event of an accident (or otherwise related to your use of the Services) and you should give consideration to obtaining your own insurance.

12.2 You acknowledge that any use of the Services that is in breach of these Terms of Service or is otherwise in breach of any local authority, regional authority or government rules may void all insurance, accident or liability coverages (where permitted by law) and makes you responsible for all loss or damage to, or connected with, your use of the Service, to the extent that such loss or damage is connected to such prohibited use.

## **13. Damaged, lost, or stolen scooters**

13.1 Yura Banji Scooters reserves the right to take all necessary actions available to it at law if, in our reasonable opinion, a scooter rented by you is determined to have been damaged (fair wear and tear excepted), lost or stolen, including but not limited to:

13.1.1 holding you liable, and charging your payment method on file, for the cost to repair a scooter damaged.

13.1.2 holding you liable, and charging your payment method on file, for: (i) the full replacement cost of the scooter, (ii) outstanding usage charges, (iii) charges and expenses incurred by Yura Banji Scooters in its recovery attempts, (iv) interest, and (v) any other relevant charges for a lost or stolen scooter;

13.1.3 making a police report against you; and/or

13.1.4 commencing recovery actions and proceedings against you.

13.2 If a scooter is determined to have been damaged, lost or stolen while in your possession, Yura Banji Scooters reserves the right to suspend or terminate your access to the service. This extends to all accounts that we reasonably suspect to be associated with the offending account.



## **14. Our intellectual property rights**

14.1 All intellectual property rights subsisting in respect of the Services belong to Yura Banji Scooters or have been lawfully licenced to Yura Banji Scooters for use in connection with the Services. All rights under applicable laws are hereby reserved. You agree not to upload, post, publish, reproduce, transmit, or distribute in any way any component of the products, the content on the products, or any access to any Service, or create derivative works with respect thereto, except with the prior written consent of Yura Banji Scooters or unless expressly permitted in these Terms of Service. Our Products , the Content, and the Services are copyrighted under applicable laws.

14.2 You agree that we are free to use, disclose, adopt, and modify all and any ideas, concepts, knowhow, proposals, suggestions, comments, and other communications and information provided by you to us (the “**Feedback**”) in connection with the Services and/or your use of the Services without any payment to you. You hereby waive and agree to waive all and any rights and claims for any consideration, fees, royalties, charges, and/or other payments in relation to our use, disclosure, adoption, and/or modification of any or all of your Feedback.

## **15. Limited liability and warranty; assumption of risk and waiver**

15.1 Please read this section carefully since it limits the liability of Yura Banji Scooters and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the “Yura Banji Scooters Entities”). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts and, as a result, the contents of this section (in whole or in part) may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited. All Information provided on our Services is for your general reference only. We do not accept any responsibility whatsoever in respect of such information.

**15.2 YOUR ACCESS TO AND USE OF OUR SERVICES IS AT YOUR SOLE RESPONSIBILITY AND RISK AND IS PROVIDED “AS IS”, “AS AVAILABLE.” THE SERVICES ARE FOR YOUR PERSONAL USE ONLY AND THE YURA BANJI SCOOTER PTY LTD ENTITIES MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ON MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT.**

**15.3 YOU ACKNOWLEDGE THAT WHILE OPERATING THE DEVICES, ACCIDENTS, PERSONAL INJURY, DEATH AND OTHER HARM CAN HAPPEN, INCLUDING AS A RESULT OF FALLING, COLLISIONS, ENCOUNTERING HIDDEN OBSTACLES AND VARYING TERRAIN AND AGGRAVATION OF EXISTING HEALTH CONDITIONS. YOU ACKNOWLEDGE THAT YOU HAVE BEEN WARNED ABOUT THESE POSSIBILITIES, AND THAT YOU ASSUME ALL RISK IN RELATION TO THE OPERATION OF THE DEVICES AND YOUR USE OF IT. THIS PROVISION WILL CONSTITUTE A “RISK WARNING” FOR THE PURPOSES OF ANY APPLICABLE LAW AND MAY OPERATE TO EXCLUDE OR LIMIT ANY RIGHTS YOU MIGHT OTHERWISE HAVE AGAINST THE YUAR BANJI SCOOTERS PTY LTD ENTITIES IN RELATION TO THE SUPPLY OF THE SERVICES.**

**15.4 TO THE FULLEST EXTENT PERMITTED BY LAW, YOU RELEASE US FROM ALL CLAIMS (INCLUDING CLAIMS UNDER STATUTE THAT CAN BE WAIVED BY YOU AND NEGLIGENCE CLAIMS) ARISING OUT OF, OR IN ANY WAY RELATED TO, YOUR USE OF THE DEVICES AND SERVICES.**

**15.5 WHERE YOU, THE USER, ARE DEALING AS A CONSUMER (AS DEFINED IN ANY RELEVANT CONSUMER PROTECTION LAWS IN YOUR JURISDICTION, OR WHERE CERTAIN TERMS MAY OTHERWISE BE IMPLIED INTO THIS AGREEMENT BY CONSUMER PROTECTION LAWS FOR YOUR BENEFIT IN RESPECT OF THE SUPPLY OF THE SERVICES AND YOUR USE OF THE DEVICES, ALL OTHER WARRANTIES, CONDITIONS, STATUTORY GUARANTEES OR TERMS, INSOFAR AS THEY MAY BE RELIED ON BY YOU IN CASES OF PERSONAL INJURY, DEATH, OR OTHER PHYSICAL OR MENTAL HARM, OR THAT RELATE TO FITNESS FOR PURPOSE, QUALITY, OR CONDITION OF THE GOODS, WHETHER EXPRESS OR IMPLIED BY STATUTE OR COMMON LAW OR OTHERWISE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT WHERE SIGNIFICANT PERSONAL INJURY ARISES AS A RESULT OF OUR RECKLESS CONDUCT.**

**15.6 THE ENTIRE LIABILITY OF THE YURA BANJI SCOOTERS ENTITIES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE DEVICES AND/OR SERVICES OR OTHERWISE, IS REPERFORMANCE OF DEFECTIVE SERVICES. IN JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF LIABILITY, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. WE DO NOT ENDORSE, WARRANT, OR GUARANTEE ANY MATERIAL, DEVICES, OR SERVICE OFFERED THROUGH US OR OUR SERVICES. WE ARE NOT AND WILL NOT BE A PARTY TO ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY.**

**15.7 IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE YURA BANJI SCOOTERS ENTITIES EXCEED THE NET AMOUNT PAID BY YOU TO US UNDER THESE TERMS OF SERVICE OR TWO HUNDRED AUSTRALIAN DOLLARS (AUD 200), WHICHEVER IS THE LOWER.**

15.8 The Yura Banji Scooters Pty Ltd Entities will not guarantee or assume any responsibility that:

15.8.1 messages sent through the internet including in connection with the Services will be free from interception, corruption, error, delay, or loss.

15.8.2 access to the Services will be available or be uninterrupted.

15.8.3 use of the Products and/or Services will achieve any particular result.

15.8.4 any information presented in our Services is accurate, adequate, current, or reliable, or may be used for any purpose other than for general reference.

15.8.5 any information presented in our Services is free of defect, error, omission, virus, or anything which may change, erase, add to, or damage your software, data, or equipment; or

15.8.6 defects in the Services will be corrected.

15.9 Without limiting the generality of the foregoing, in no event will the Yura Banji Scooters Entities be liable to you or any other person for any direct, indirect, incidental, special, punitive, or consequential loss or damages, including any loss of business or profit, loss of data, personal injury or property damage, arising out of any use, or inability to use, the Products and/or Services or any information presented on the Services, even if any of the Yura Banji Scooters Entities has been advised of the possibility of such loss or damages. The Yura Banji Scooters Entities will not be liable for delay or failure in performance resulting from causes beyond our reasonable control.

15.10 You will exercise and rely solely on your own skill and judgment in use of the Products and/or Services and in your use and interpretation of any information presented on the Services. You are responsible to ensure that your use of the Products, Services and any information presented on the Services complies with all applicable legal requirements.

15.11 Without prejudice to the foregoing, if your use of the Products and/or Services does not proceed to your reasonable satisfaction and/or where applicable you do not receive

appropriate responses to such use from us, as set out in these Terms of Service or otherwise, you are advised to contact us via our customer service channels. No lack of response to such contact will be deemed to constitute any acquiescence or waiver.

15.12 To the fullest extent permitted by law, you hereby indemnify and hold harmless the Yura Banji Scooters Entities from any tickets, citations, fines, penalties, and administrative fees, incurred as a result of your use of the Devices or when riding a scooter or otherwise, and against all liabilities, costs, expenses, damages, and losses (including any direct, indirect, or consequential losses, loss of profit, loss of reputation, and all interest, penalties, and legal and other professional costs and expenses) of any kind or nature arising suffered or incurred by the Yura Banji Scooters Entities (1) arising from your negligence or wilful misconduct, (2) arising from your breach of these Terms of Service, or (3) in connection with any claim made against the Yura Banji Scooters Entities for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with your use of the Products and/or Services. This clause will survive termination of the Terms of Service.

15.13 The limitation of liability contained in these Terms of Service will apply to the fullest extent permitted by applicable laws.

## **16. Use of the services**

16.1 We reserve the right at all times (but will not have an obligation) to refuse to provide the Services, to merge, suspend or terminate Accounts, and to reclaim usernames without liability to you. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process, or governmental request, (ii) enforce the Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security, or technical issues, (iv) respond to user support requests, or (v) protect the rights, property, or safety of Yura Banji Scooters, its users, and the public.

16.2 We do not guarantee that our Services will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes, and platform in order to access the Platform. You should use your own virus protection software.

16.3 You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, Yura Banji Scooters computer systems, or the technical delivery systems of Yura Banji Scooters providers; (ii) probe, scan, or test

the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to those terms and conditions), (scraping the Services without our prior consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive, or false source-identifying information; (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host, or network, including, without limitation, sending a virus, trojan, worm, logic bomb, or other material which is malicious or technologically harmful, overloading, flooding, spamming, mail-bombing the Services, or scripting the creation of content in such a manner as to interfere with or create an undue burden on the Services; or (vi) publish or post any material that is offensive to a reasonable person or in breach of any applicable laws.

16.4 We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately.

## **17. Link to us**

Subject to us providing our prior written consent, you may link to our Services provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. We reserve the right to withdraw linking permission without notice.

## **18. Third-party links and resources**

18.1 The links from the Services may take you to other sites or services and you acknowledge and agree that Yura Banji Scooters has no responsibility for the accuracy or availability of any Information provided by third parties' services and websites.

18.2 The Services may include advertisements, which may be targeted to information on the Services, queries made through the Services, or other information. The types and extent of advertising by Yura Banji Scooters on the Services are subject to change. In consideration for us granting you access to and use of the Services, you agree that Yura Banji Scooters and its third-party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services.

18.3 Links to other websites and services do not constitute an endorsement by us of such websites or services, or the information, products, advertising, or other materials made available by such third parties and your access to such websites and services will be subject to their terms and conditions. Yura Banji Scooters has no responsibility for the accuracy of any information made available through such websites or services.

## **19. Indemnity**

You agree to indemnify, and hold us harmless from and against all liabilities, damages, claims, actions, costs, and expenses (including without limitation legal fees), in connection with or arising from your breach of any of these Terms of Service and/or your use of the Services. We may, if necessary, participate in the defence of any claim or action and any negotiations for settlement. No settlement which may adversely affect our rights or obligations will be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defence and control of any claim or action.

## **20. Severance**

The illegality, invalidity, or unenforceability of any provision of these Terms of Service under the law of any jurisdiction will not affect its legality, validity, or enforceability under the laws of any other jurisdiction nor the legality, validity, or enforceability of any other provision.

## **21. Several users**

If there are two or more persons adhering to these Terms of Service as user, their liability under the Terms of Service is joint and several and their rights are joint.

## **22. Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.

## **23. Termination**

23.1 The Terms of Service will continue to apply until terminated by either you or us as follows:

23.1.1 You may end your agreement with us at any time for any reason by deactivating your Accounts and discontinuing your use of the Services. You do not need to specifically inform us when you stop using the Services.

23.1.2 We may suspend or terminate your Accounts or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms of Service, the Riders Policy or the Privacy Policy; or (ii) you create risk of possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account.

23.2 In all such cases, any provision of these Terms of Service that expressly or by implication is intended to come into or continue in force on or after termination of this agreement will remain in full force and effect.

23.3 Nothing in this section will affect our rights to change, limit, or stop the provision of the Services without prior notice, as provided above in clause 7 (Changes to the services).

## **24. Force majeure**

24.1 No party will be in breach of these Terms of Service nor liable for delay in performing, or failure to perform, any of its obligations under these Terms of Service if such delay or failure result from events, circumstances, or causes beyond its reasonable control. In such circumstances, the affected party will be entitled to a reasonable extension of the time for performing such obligations.

24.2 The affected party will use all reasonable endeavours to mitigate the effect of a force majeure event on the performance of its obligations.

24.3 A force majeure event will include such events as an act of God, fire, flood, typhoon, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic illness, failure of utility service or transportation, request from a government, change of laws or regulations, or interference from civil or military authorities.

## **25. Assignment**

Yura Banji Scooters may assign these Terms of Service, in whole or in part, to any party without giving you prior notice and without your consent. You may not assign any right under these Terms of Service except with, and in strict compliance with any conditions of, the prior written consent of Yura Banji Scooters.

## **26. GST**

26.1 The recipient of a supply must pay to the supplier the amount of the GST the supplier is liable to pay on or in respect of a supply, at the same time and in the same manner as the recipient of the supply is obliged to pay to the supplier the consideration for that supply.

26.2 The supplier must give the recipient of a supply a tax invoice at the same time as the recipient of the supply pays to the supplier an amount in payment of GST.

26.3 Expressions used in this clause that are defined in the A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") have the same meaning in this clause as in the GST Act except where the context makes it clear that a different meaning is intended.

## **27. Governing law and jurisdiction**

These Terms of Service, their subject matter and their formation are governed by the laws of Australia. We both agree to the non-exclusive jurisdiction of the courts of Queensland.

## **28. Dispute resolution**

28.1 Each of the parties will use their reasonable endeavours to co-operatively resolve any dispute arising in connection with the subject matter of these Terms of Service ("Dispute").

28.2 The Dispute must be referred by notice in writing by either party to the other party for resolution. Such notice must give full particulars of the Dispute.

28.3 Following notice of a Dispute being given, a representative of Yura Banji Scooters will be made available to meet with you to attempt to resolve the Dispute.

28.4 If a Dispute is not resolved within 60 Business Days, the Parties may exercise their legal rights, including by commencing proceedings.



28.5 Nothing in this clause prevents or restricts a party from instituting proceedings to seek injunctive or declaratory relief (including in circumstances where the requirements in this clause have not been complied with).

28.6 The parties acknowledge and agree that, subject to an order made by a Court, each party must bear its own costs in relation to any disputes.

## **29. Languages**

In case of discrepancies between the English version and any other language versions of these Terms of Service and contents of our website, the English version will prevail.

## **30. Contact**

If you encounter any problem using our Services, or have questions about these Terms of Services, please contact us at:

Company: Yura Banji Scooters Pty Ltd

- Email: [admin@yurabanjiscooters.com](mailto:admin@yurabanjiscooters.com)
- Website: [www.yurabanjiscooters.com.au](http://www.yurabanjiscooters.com.au)
- Telephone: +61 0492 334 832

## **Acceptance**

I confirm that I am at least 18 years old and have carefully read and agree to all of the terms and conditions outlined in these Terms of Service and the associated Riding Policy and Privacy Policy.