

# TiCKTOC Passenger FAQ's, Protocols & General Terms

**(Please read to the end of this document to understand the services we offer you for acceptance)**

## FAQ's

### Who and What is TiCKTOC?

- We are the first company in Australia to offer Rideshare, Taxi, Hire Cars and Disability vehicles, all in one app
- We are the first company in Australia to integrate our services with your own TiCKWallet, incorporating PayWave, EFTPOS and Credit Card to provide you with payment options and protect you against Card payment fraud
- TiCK represents that we are 100% legal in every country in which we operate. This provides you with certainty regarding our safety, insurance and legal status to operate, unlike some Rideshare companies
- TOC represents saving you time and money and being able to book now, book later and book for someone else.

### Why should I use TiCKTOC and is it safe to use?

- We are Australian. Every \$1 you spend with us is recycled in Australia
- We empower all of our passengers to make an informed choice for vehicle type, availability and price
- Our Drivers are Accredited by your Local Government to support your rights as a passenger
- Our focus is safety first with all Drivers having appropriate levels of insurance and protection via TAC
- Our payment options protect you. Your payments to us are secured via NAB Transact which means we are as safe as the bank itself. We do not store your Credit Card details
- To increase your trust in us, you may use our TiCKWallet function which you are in full control of for both deposits to and from the TiCKWallet
- Our superior mapping ensures our drivers will easily locate your pick-up and drop off location without the need for multiple phone calls and SMS's
- You will receive an electronic, emailed invoice for every trip
- If you are a corporate account, you can access your TiCKTOC report at any time

### **Is the TiCKTOC app easy to use and good for Drivers too?**

- Yes. We have developed the Passenger app to allow you to be in 100% control of your booking
- The passenger app is intuitive to save you time and effort whilst making a booking
- You may download the TiCKTOC passenger app from the Apple Store or from Google Play
- Drivers are finally delighted with an app that provides them with many jobs and pays them automatically in to their TiCKWallet
- Our Drivers also earn extra income when they dispatch bookings in to our system
- You and our Drivers will simply love our mapping system as you can both see each other's location once the booking is accepted. No longer do you need to be in phone or email contact with the Driver for he or she to find you. However, if you wish to contact the driver, you may call in-app.

### **Do I need to pay any fees or charges to use TiCKTOC?**

- The app is free to download
- There are no registration fees or hidden charges
- TiCKTOC's fare rates are the most competitive in the market
- TiCKTOC offers you price certainty by not charging a surge charge unlike some companies where you may get 'bill shock' after your trip with little recourse
- You will have a very good idea of your fare by using our 'fare estimate' when you book
- We offer price transparency as you will always know the final fare prior to leaving the vehicle

### **How do I use the TiCKTOC app on my mobile?**

Download the free TiCKTOC app, available in Android (Google) or iOS (Apple iTunes store) on your mobile device.

Register by adding:

- your name
- mobile number
- valid email address
- optionally, your credit card details (NB: TiCKTOC may verify your credit card on your first trip with a small transaction of < \$1 to verify the card is active. This will be refunded to you within 7-days)
- for drivers to easily find you it's great to add a profile picture as well.

You are now ready to make a booking.

*The TiCKTOC app operates best if you have [location services](#) on.*

*If you get stuck at any stage or change your mind during the booking please tap the menu bar on the top left corner of your phone, tap '[main menu](#)' and start again.*

### **'Book Now' (with a fare estimate)**

- If your location services are on, the 'Pickup Location' will have been automatically filled via our GPS mapping. If pickup is from a different location, please replace the 'Pickup Location'. Optionally at this stage, you can also add a 'Landmark' or driver notes if extra information will help our driver.
- Enter 'Drop Off Location'
- Tap 'Ok'
- Select a vehicle with the price and availability you prefer
- Tap '**Book Now**'
- If you have a Promocode add it now
- Confirm by tapping on '**Request Vehicle Now**'

Your job will be sent to the nearest TiCKTOC driver for the class of vehicle you have selected. When the job is accepted, you will receive a text/ in app message to advise you of the driver name, vehicle, number plate, and estimated time of arrival.

### **ADVANCE BOOKINGS**

#### **'Book Later' (for yourself)**

- Tap your preferred vehicle type; ie: 'Business'
- Tap 'Book Later'
- Select the date & time using the calendar icon
- If you are booking to get to or from the airport, please add your flight number now
- If your location services are on, the 'Pickup Location' will have been automatically filled via our GPS mapping. If pickup is from a different location, please replace the 'Pickup Location'. Optionally at this stage, you can also add a 'Landmark' or driver notes if extra information will help our driver.
- Enter 'Drop Off Location'
- Tap 'Ok'
- Tap '**Submit**'

You will receive an acknowledgement email from us advising that we have your booking request. You will receive a confirmation email to advise you who will be picking you in no less than 45 minutes prior to your trip.

#### **'Book for Someone Else' ('Others'):**

- Tap your preferred vehicle type; ie: 'Business'
- Tap 'Book Later'
- Tap 'Others'
- Enter 'Passenger Name'
- Enter their 'Reachable mobile number' (not yours)
- Select the date & time using the calendar icon
- If you are booking to get to or from the airport, please add your flight number now
- If your location services are on, the 'Pickup Location' will have been automatically filled via our GPS mapping. If pickup is from a different location, please replace the 'Pickup Location'. Optionally at this stage, you can also add a 'Landmark' or driver notes if extra information will help our driver.
- Enter 'Drop Off Location'
- Tap 'Ok'
- Tap '**Submit**'

You will receive an acknowledgement email from us advising that we have your booking request. The passenger you have booked for will receive a text message for this trip.

NB: as you have made this booking, you will be charged the fare

## ADVANCE BOOKINGS TERMS

- There is no additional fee for a **Book Later** booking
- Book Later bookings can be made from 1 hour to 12 months in advance.
- You may cancel a Book Later booking at any point, and not incur a \$10.00 cancellation fee provided the job has not been accepted by a TiCKTOC driver.
- Once a Book Later booking has been accepted by a driver, you may cancel with a \$10.00 cancellation fee charged to you.
- To change Book Later booking details such as pick up address, drop off address, date and/or time will require you to cancel and re-submit your booking request, subject to a cancellation fee if a driver has already accepted the booking.
- If you feel you have been unfairly charged, provide a brief explanation of the issue to [support@ticktoc.com](mailto:support@ticktoc.com) and we will investigate your request and seek resolution.

When you arrive at your destination, your fare will be debited from the credit card registered to your account or you may pay by TiCKWallet if you have registered with TiCKWallet or you may pay by PayWave/EFTPOS or cash.

### Where can I use TiCKTOC?

TiCKTOC vehicles operate within Victoria. We will expand to all States of Australia in the near future.

### Who can ride in a TiCKTOC?

- Anyone 18 and older
- Anyone under 18 must be accompanied by an adult
- Anyone between the ages of 15-17 may ride with a TiCKTOC driver holding a valid Working with Children Check permit
- Disabled persons by booking a Disability vehicle
- With a seeing eye dog accompanied with its owner
- Pets contained in an appropriate carrier. As a courtesy, please notify the driver in the "Landmark Notes to driver" section when you book your ride
- Up to 4 passengers, if your party is greater than 4, we invite you to book a van.

### How much are your fares?

Our fares are the most competitive in the market, plus we are delighted to offer price certainty, you will never incur surge charges. Check out our prices [here](#)

Please note, any tolls incurred during the trip will be added onto the final fare.

### Will I incur an extra fee if I have oversized items?

No, whilst there is no extra charge for large or cumbersome items, you should however ensure you book an appropriate size vehicle. As a courtesy, please notify the driver in the "Landmark Notes to driver" section when you book your ride.

## **How do I pay for my trip?**

TICKTOC's operates several payment methods: TiCKWallet, Credit Card, PayWave/EFTPOS, and Cash. See "**TICKTOC TiCKWallet Payment System User Service Agreement**" at the end of this document.

- By TiCKWallet: You may use your TiCKWallet provided you have topped up with sufficient funds. Please top-up your TiCKWallet either prior or during your ride
- By Credit Card: MasterCard, VISA, American Express
- By PayWave/RFTPOS: using your digital device or PayWave bank card
- By Cash: Please try to have the correct amount of cash to cover the trip as our drivers carry limited change. For this reason, you may prefer to ensure your TiCKWallet is topped up or have your credit card details correct within our app.

You will receive an emailed receipt upon completion of your trip.

Please note, using **TiCKWallet incurs no surcharges**, saving you even more!

## **Can I add more than one credit card in my account?**

Yes, you can add multiple credit cards in-app under the "Account" menu. This allows you to enter card details for both personal and business use.

## **How are my details kept secured?**

Credit Card details are encrypted and verified by NAB. Additionally, we, and you, are protected by PayPal and GoDaddy security processes integrated with our app.

## **Can I use my TTSS (Taxi Transport Subsidy Scheme) in paying the fare?**

No, for now. All Rideshare payments must be made in-app via the payment methods above. TICKTOC is investigating our ability to assist those with TTSS cards and we will update this once available.

## **How does the driver and passenger rating system work?**

TICKTOC provides a mechanism to allow both the driver and the passenger to rate one another. This practice incentivizes drivers to provide high standards of service to passengers.

## **As a passenger, what assurances do I have that the driver has an insurance policy when riding with TICKTOC?**

To be accepted as a TICKTOC driver, we have cited all vehicle insurance and registration documentation required by the State in which the driver is operating. The Driver Accreditation process includes membership of TAC, a police check and 5 years good driving record.

## **Can I choose which driver will pick me up?**

Yes, you are able to request your favorite driver who will make every effort to pick you up however, they may not be located in your vicinity at the time.

When you book a job, it will go to your favorite drivers first and if they are not available, it will be sent to the driver who is located nearest to you and is in the best position to collect you will be sent your job. This ensures you get picked up as quickly as possible.

## **How can I identify who my driver is?**

Your driver's photograph, vehicle image, vehicle make and model and number plate will appear in your booking, so you can easily identify their vehicle on approach. You can also call the Driver directly from within the app for free.

## **I've left something in the vehicle accidentally during my TiCKTOC ride.**

You can call your TiCKTOC driver and arrange a mutually convenient time to collect your forgotten item. Alternatively, you can email our support team at [support@ticktoc.net](mailto:support@ticktoc.net) with your trip details and we will help you to have your item returned or arrange to pick it up from our office at 147 Montague Street, South Melbourne, Vic 3205.

# **PROTOCOLS**

**For a fantastic TiCKTOC experience, we ask that you:**

## **1. Provide accurate details**

Our platform will work best if you input your personal details correctly, including:

- Your Name
- Mobile number
- Credit card details (optional)
- When booking: use our pin drop for accuracy (you can move this within the app) or add an accurate pick-up location

## **2. Be contactable**

Our platform will automatically send a message to your mobile to say that we are on our way. Your driver may even call you to verify pick up details. Please make sure you answer your mobile, so that they can reach you.

## **3. Be respectful**

Your driver will appreciate courtesy and respect. Please avoid shouting, swearing or slamming car doors. Taking your rubbish with you will allow the next passenger to enjoy their ride too.

## **4. Stay safe**

Please ensure you buckle up when you get in the car and also take the time to exit the car safely.

## **5. Commit**

Once you've made a booking, please wait for the driver who has accepted your request. We ask that you don't take an alternate ride out of respect for the driver who has committed to picking you up.

If the driver cannot locate you upon his or her arrival, you will be charged a cancellation fee of \$10.

Our platform allows you to see where the driver is and how long you will wait. We ask that you remain patient during peak times, when your driver will likely take longer to reach you. You do have the option to cancel the trip if you no longer need the ride. Cancelling a trip will incur a \$10 fee to you.

## **6. Rate your experience**

Please let your driver know if you think that they have done a good job. It will make their day and give you a warm fuzzy. On the other hand, please do provide feedback if you think that any aspect of your journey could be better. This will help our drivers and the platform to improve.

# **GENERAL TERMS**

Please read our General Terms for you to acknowledge and abide by. We appeal to your common sense to support our Drivers and the next passenger to keep the TiCKTOC wheels turning for your and others benefit.

## **1. Use of the TiCKTOC App**

- By downloading and using the TiCKTOC app, you agree to abide by our General Terms. If you do not adhere to our General Terms then you may not use the TiCKTOC service.

## **2. Independence**

- TiCKTOC acts as a 'booking agent' for bookings for you as a User, including a person or persons you may book on behalf of, and for bookings and payments for the Driver as a Service Provider. Other than being a booking agent, there is no relationship between us and you, nor us and the Driver.
- You acknowledge that TiCKTOC drivers are independent contractors in their own right and that TiCKTOC drivers are not employed by TiCKTOC.

## **3. Use of the TiCKTOC app**

- You have a limited license to use the TiCKTOC app for your personal or business use. You do not have any rights to the contents of the app other than your specific booking and invoice information.
- We do not warrant that the TiCKTOC application is error free from any interruption. Any application which uses the Internet inherently may suffer from poor performance from time to time. TiCKTOC cannot be held liable for technology issues impacting the app as may occur from time to time. We ask that you report any poor performance of the app for quality improvement.
- We are not responsible for your personal information other than that which you provide to us upon registration. See the TiCKTOC Privacy document [here](#) for more details regarding use of your personal information.
- We make every effort to fulfil your booking request however, the service is provided on an 'as available' basis in that we provide no guarantee that your booking request will be fulfilled.
- You must be 18-years of age or more ('Eligible Age') to both book and use the TiCKTOC app.
- You may make a booking for a minor provided that minor is accompanied by a person or persons of Eligible Age.
- TiCKTOC takes no responsibility for the age of the person making and using our service.

- If a Driver suspects that a user may be a minor, the Driver may request ID and, if you are a minor, the Driver is obliged to cancel the trip for which you will be charged a cancellation fee as per the Cancellation clause in this document.
- You may contact the Driver in-app once the booking is accepted. After the booking is completed you are not permitted to contact the driver. All post-trip enquiries are to be made to [support@ticktoc.com](mailto:support@ticktoc.com)

#### **4. Intellectual Property**

- You acknowledge and agree that all Intellectual Property is, and will be, the sole and exclusive property of TiCKTOC.
- Intellectual Property means any and all industrial and intellectual property of any kind (whether or not in a material form) that is developed for or arises out of or in relation to the performance of TiCKTOC services, including but not limited to:
  - (i) patents, trade-marks, copyright (existing and future) and designs (whether registered or unregistered);
  - (ii) any application or right to apply for registration in respect of any of the rights in (a); and
  - (iii) eligible layout rights, database rights, software developments, computer programs (including both source and object codes), processes, inventions, specifications, formulas, know-how, research data, improvements in procedure, discoveries and similar rights.

#### **5. Other Content**

- The TiCKTOC app provides you an opportunity to access 3rd Party sites. You acknowledge and agree that by you accessing these 3rd Party sites and services including, but not limited to the Apple store and Google Play, TiCKTOC is not liable for any and all activity you may perform within any 3rd Party sites.
- You further acknowledge that TiCKTOC has no control over 3rd Party content and waive any right to pursue TiCKTOC for any damages for any action taken by you beyond use of the TiCKTOC app itself.

#### **6. Governing Law**

- You agree to abide by the laws of the country in which you reside.
- These Terms are governed by and is to be construed in accordance with the laws of Victoria.
- Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.
- If you do not agree to abide by this 'Governing Law' clause, you may not use the TiCKTOC app or service.
- As a consumer, your rights are protected by Australian Consumer Law in the Consumer and Competition Act 2010 (Cth). Nothing in these Terms affects your statutory rights as a consumer. We make no express warranties beyond the consumer guarantees.

#### **7. Fees and Charges**

- TiCKTOC fees and charges are listed, for your convenience, within our app and online.
- When making a booking, you have access to the 'fare estimate' provided to you prior to you submitting the booking.



- TiCKTOC has made every effort to provide transparency of pricing to ensure a seamless and enjoyable experience using TiCKTOC.
- Your fare comprises: a booking fee, the trip metered fare for the distance and time taken, any tolls and GST. If any other charges are agreed upon between you and the Driver (ie: cleaning fee), then this may also be included in your final charge.
- You may tip your driver at your own discretion.
- TiCKTOC may change its Fees and Charges structure from time to time. We suggest you check our General Terms from time to time and always check your 'fare estimate' within the app prior to completing a booking.
- TiCKTOC may complete pre-authorisation of your credit card prior to commencement of the trip to ensure that the cost of the trip can be covered and protect card holders from fraudulent activity. This pre-authorisation process is not a charge but will reduce your credit at this point of time. It is your responsibility to ensure funds are available to cover the cost of a trip via the payment method you have selected.
- If your primary source of payment for a trip is rejected, you are required to provide an alternate payment method, including cash.
- TiCKTOC Fees and Charges are subject to applicable Federal and State levies, fees and taxes.
- If you believe you have been charged incorrectly, please provide a brief explanation to [support@ticktoc.com](mailto:support@ticktoc.com) and we will investigate your request and seek resolution.

## **8. Promo codes**

- You may receive a 'Promo-code' which you may use when submitting a booking.
- You may only use the promo code within the terms provided together with the promo code.
- A promo code cannot be added after the booking request is submitted.
- You may use the promo code within the specified validity period provided by TiCKTOC and not beyond this date and time.
- TiCKTOC is not responsible for misplaced or lost promo codes.
- You may not duplicate, transfer or sell a promo code.
- A promo code is not redeemable for cash or credit.

## **9. Privacy**

- Your privacy is important to us. Please refer to the TiCKTOC Privacy document [here](#)

## **10. Cancellation**

- We ask that you keep your booking however we understand that circumstances may change. Therefore, out of respect of our Driver community, we may charge cancellation fees.
- You, as a passenger, may cancel a booking at any stage however, depending on when you cancel, you may, or may not, be charged the cancellation fee as follows:
  - You may cancel a Book Now booking at any point, however you will incur a \$10.00 cancellation fee.
  - You may cancel a Book Later booking (including a booking for Others) at any point, and not incur a \$10.00 cancellation fee provided the job has not been accepted by a TiCKTOC driver. If the job has been accepted and the booking is to commence 1-hour or more away, you will not be charged a cancellation fee. Any cancellation of a booking < 1-hour prior to commencing the trip will incur a \$10.00 cancellation fee
  - To change Book Later booking and booking for Other bookings, details such as pick up address, drop off address, date and/or time will require you to cancel and re-submit your booking request, subject to a cancellation fee if a driver has already accepted the booking, as above.
  - If you feel you have been unfairly charged, provide a brief explanation of the issue to [support@ticktoc.com](mailto:support@ticktoc.com) and we will investigate your request and seek resolution.

## **11. Special Events**

- TICKTOC pricing may be subject to additional charges during 'Special Events' such as in Melbourne, the Spring Racing Carnival and the Grand Prix and in all locations in which we operate for occasions such as New Years' Eve.
- You will be aware of our prices when you make a booking as TICKTOC displays our prices in-app where you have the option to select:
  - Vehicle type
  - Prices
  - Vehicle Availability
  - Vehicle time taken to get to you
- We suggest that you always check the above indicators when you make your selection so you are fully informed, especially regarding the price estimate.

## **12. Vehicle Damage**

- Please respect the Driver and his/her vehicle.
- You are fully responsible for any damage that may occur to the vehicle as a result of your own actions and of the actions of any minor in your care.
- Should an incident occur, causing damage (ie; physical damage to the vehicle, being sick or, in any other way, vandalizing or spoiling the vehicle) you will be charged the make good fee to repair and such damage, whether willful or not.
- The Driver has all rights to collect information from your Drivers License, or similar identification, to be able to contact you for compensation.
- We ask that you willingly assist the Driver as our Drivers are there to help you get from A to B safely and efficiently. Any incident impairing the Driver from continuing his/her work as a result of your own (or actions of a minor in your care) is to be fairly compensated.
- If the Driver feels unsafe due to an incident with you (including with a minor in your care), he or she may contact the Police for their assistance and, at this stage, the incident will be handled by the Police.
- If you feel you have been unfairly charged for an incident, please provide a brief explanation of the issue to [support@ticktoc.com](mailto:support@ticktoc.com) and we will investigate your request and seek resolution.

## **13. Driver abuse**

- If you feel you have been unfairly treated by the Driver, or have been abused by the Driver, please provide a brief explanation of the abuse to [support@ticktoc.com](mailto:support@ticktoc.com) and we will investigate your request and seek resolution.
- If at ANY stage you feel unsafe with a Driver, please ask the Driver to stop what they are doing and advise them you may take action. If the Driver persists in activity which continues to make you feel unsafe, please ask the driver to pull over where it is convenient and safe, stop the fare and exit the vehicle. Depending on the situation, you may wish to advise TICKTOC at [support@ticktoc.net](mailto:support@ticktoc.net) for us to investigate and seek resolution.
- However, if you feel you are personally at risk from a Drivers' activity or other offensive behavior and your initial request to stop or exit the vehicle is not honored, please dial 000 and ask for the Police to assist you.

### **13. Termination**

- You acknowledge that TiCKTOC, at its own discretion, may terminate use of the TiCKTOC app during a dispute period or for extended periods of time, including indefinitely, should an investigation result in reasonable evidence against you, that you should not be permitted to use the TiCKTOC app.
- Notwithstanding any other provision in these General Terms, TiCKTOC may immediately terminate the use of our services at any time (without a notice period) if you:
  - (i) become bankrupt
  - (ii) commit a breach of any part of the General Terms
  - (iii) commit a serious or persistent breach of the provisions of these General Terms which is incapable of being remedied to TiCKTOC's reasonable satisfaction;
  - (iv) are convicted of any offence involving fraud or dishonesty or any other offence (including a traffic offence) which is punishable by imprisonment or loss of licence (whether you are imprisoned or not or lose your licence or not).
- For the purposes of this clause, a serious breach of these General Terms includes the following:
  - (i) abusive or threatening behaviour towards a Driver;
  - (ii) any dishonest or suspected fraudulent activity including using the system for non-genuine jobs, such as illegal activity;
  - (iii) not being of Eligible Age;

*Please visit our FAQ's, Protocols and Terms page on our website from time to time as TiCKTOC may update these from time to time.*

*If TiCKTOC's Terms change materially, we may notify you from time to time. We ask that you be familiar with our system to ensure safety and success for you and our Drivers.*

General Terms and Conditions ENDS

**Please continue over for:**

**TiCKTOC TiCKWallet Payment System User Service Agreement**

# TiCKTOC TiCKWallet Payment System User Service Agreement

**This Service Agreement is relevant to any User who registers with and is validated to use the TiCKTOC Driver and Service Provider application and the TiCKTOC Passenger application.**

Please review this document ("**Service Agreement**") carefully before you proceed to use TiCKTOC Worldwide Pty Ltd's ("**TiCKTOC**" or "**TiCKWallet**") mobile applications and websites, payment processing services, other products and services (together, the '**Services**'). When you register for and use any of the Services, you agree to be governed by all the terms and conditions outlined in this Service Agreement. Where applicable, you accept these terms as an authorised person on behalf of a business (Company, Trust, Partnership, Joint Venture or any other legal entity) using the Services.

You must be a legal, permanent resident of Australia, an Australian citizen or a company authorised to conduct business in Australia. You may not resell or export the Services in any way. You must also be aged 18 or greater to use the Services.

## DEFINITIONS

'**Agreement**' means this entire document: 'TiCKTOC TiCKWallet Payment System User Service Agreement'.

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

'**Bulk Electronic Clearing System**' (**BECS**) means the settling of transferred funds between accounts by financial institutions.

'**Buyer**' means any person that presents a bank card or TiCKWallet to a Seller in order to make a payment.

'**Chargebacks**' means reversed transactions.

'**Consumer**' has the same meaning as in section 3 of the Australian Consumer Law.

'**Consumer Guarantee**' means a Consumer Guarantee applicable to goods or services supplied or to be supplied under this Agreement by operation of the Australian Consumer Law.

'**Dispute**' means any dispute, difference or issue between the parties concerning or arising out of or in connection with or relating to this Agreement or the subject matter of this Agreement or the existence, breach, termination, validity, repudiation, rectification, frustration, operation or interpretation of this Agreement including, without limitation, any claim: (i) in tort; (ii) in equity; (iii) pursuant to any applicable state, territory, Commonwealth, foreign or international statute or law; or (iv) of any other kind or nature under any applicable law.

'**Fees**' means Transaction or Service charges in the normal course of banking transactions or other exception fees as may be charges from time to time passed through either from the financial institution or from Us.

**‘Financial Institution’** means registered bank.

**‘Law’** means common law, principles of equity and any legislation, enactment, proclamation, by-law, regulation published policy or regulatory guide passed or adopted by any government body or authority with applicable jurisdiction and includes any amendments, consolidations or replacements of them and all orders, ordinances, regulations, rules, by-laws and policies made under them.

**‘Merchant’** means a Seller who has the capability to accept electronic payments via the TiCKTOC application and to whom a Buyer is offering payment for a product or service.

**‘Mobile EFTPOS device’** means the in-built TiCKTOC payment system to enable Merchants the ability to offer contactless, mobile payment tap ‘n go services via their mobile phone or mobile device or for electronic payments via Our website(s).

**‘Our’** means Services offered by “TiCKTOC Worldwide Pty Ltd”, “We”, “Us “TiCKTOC”, “TiCKWallet”.

**‘Pooled Bank Account’** means co-mingled funds held together with other TiCKWallet account holders in a financial institution

**‘PPSA’** means the Personal Property Securities Act 2009 (Cth).

**‘Seller’** means any person that signs up for a TiCKTOC account to accept payments using Our Services.

**‘Services’** means products and services provided by Our mobile and website search, booking and payment applications and processes as branded under TiCKTOC Worldwide Pty Ltd “TiCKTOC”, “TiCKWallet”, or otherwise referred to in this Agreement as “We”, “Us” or “Our”.

**‘TiCKTOC’** means TiCKTOC Worldwide Pty Ltd. ABN: 34 611 820 458

**‘TiCKTOC Services’** means all services offered within the TiCKTOC Driver, TiCKTOC Service Provider and TiCKTOC Passenger application and any related service information or offering on our Website(s).

**‘TiCKWallet’** or **‘TiCKWallet Services’** means the payment and transaction capabilities provided within the TiCKTOC application.

**‘Us’** has the same meaning as ‘Our’.

**‘User’** means any individual, Buyer, Seller or entity that registers and is validated to use the TiCKTOC Service.

**‘We’** has the same meaning as ‘Our’.

**‘You’, or ‘Your’** means the person who has consented to download and use the TiCKTOC application.

## 1. PRIVACY

- a. The terms outlining how we will use and manage your personal data collected from the use of this Service is described in the TiCKTOC Privacy Policy on our website, [www.ticktoc.net](http://www.ticktoc.net) which may be updated from time to time. Further, you shall abide by Australian law in relation to Privacy Act 1988 (Cth), the Do Not Call Register Act 2006 (Cth) and the Spam Act 2003 (Cth).

## **2. PERMISSION AND ACCESS**

- a. You must open an account with TiCKTOC to use the Services. We may evaluate your information to verify you for acceptance or notify you otherwise. Once you have successfully activated a valid account and continue to comply with this Service Agreement, We grant you limited, non-exclusive, non-transferable, permission to access and use the Services.
- b. We own the copyright, trademark, designs, patents and text of this Service. Any and all parts of the Services may not be re-sold, duplicated or copied for any commercial purpose. This permission does not allow any downloading of account information other than your own, nor may you use any trademark or other proprietary information.
- c. You must comply with all relevant local laws otherwise the permission granted by our Services will terminate due to any non-compliance by a user. You authorise Us, in relation to the Services, to act as your agent for the purposes of transacting, holding, receiving and disbursing funds on your behalf.

## **3A. TiCKTOC AND TiCKWALLET ACCOUNT REGISTRATION**

To register for the Services, you must ensure that:

- a. your use of the Services will be in compliance with local laws and regulations;
- b. you have a valid bank account with a third-party Australian bank;
- c. you have a valid bank card issued by an Australian bank; and
- d. you provide honest, accurate and complete information.

## **3B. SIGNING UP AS A BUSINESS**

- a. If you are signing up for Our Services as a business, you must use the accurate name of your company and supply its Australian Business Number (ABN) or Australian Company Number (ACN). This name will appear on the Buyer's Credit or Debit card statement for all payments that you as a Merchant accept using the Services.

## **3C. VALIDATION**

- a. You must not fraudulently impersonate any person or company. You authorise Us to use any information you have provided to Us, to request additional information from you at any time and to obtain credit reports about you to verify your identity while you are registered.
- b. You must also keep the information that you provide up-to-date. If necessary, you authorise Us to periodically obtain additional reports to determine whether you continue to meet Our account requirements.

### 3D. RIGHT TO SERVICE

- a. We reserve the right to refuse to provide Services to anyone for any reason. If you provide inaccurate or false registration information, do not immediately notify TiCKTOC of changes to your registration information or if you fail to comply with applicable laws or this Service Agreement, We may refuse service or terminate your account(s) without prior notice to you.

To be able to transact payments in and out of the TiCKWallet Service, you will need to undertake a 100-point identification check by providing documents as follows:

***At least one identity document supplied must contain a colour photograph.***

POINT VALUE: 70

#### **1. Primary Documents**

One document must be supplied from the following (no additional points for multiple documents)

- Birth Certificate; or
- Citizenship Certificate; or
- Current Passport; or
- Expired Passport, which has not been cancelled and was current within the preceding two years; or
- Other document having the same characteristics as a passport, including diplomatic documents and certain documents issued to refugees.

POINT VALUE: 40

#### **2. Secondary Documents**

***Only one document from each category may be used for the remaining 30 points required to establish identity.***

***Document - must have a photograph and a name***

- Driver's Licence issued by an Australian State or Territory; or
- Licence or permit issued under a law of the Commonwealth, State or Territory Government - (e.g. a boat licence); or
- Identification card issued to a public employee; or
- Identification card issued by the Commonwealth, State or Territory Government as evidence of the person's entitlement to a financial benefit; or
- An identification card issued to a student at a tertiary institution.

POINT VALUE: 35

***Document - must have a name and address***

- A document held by a cash dealer giving security over your property; or
- A mortgage or other instrument of security held by a financial body; or
- Document from your current employer or previous employer within the last 2 years; or
- Land Titles Office record; or
- Document from the Credit Reference Association of Australia.

POINT VALUE: 25

***Document - must have a name and signature***

- Marriage certificate (for maiden name only); or
- Credit Card; or
- Foreign Driver's Licence; or
- Medicare Card (signature not required on Medicare Card); or
- EFTPOS Card.

POINT VALUE: 25

***Document - must have a name and address***

- Electoral Roll compiled by the Australian Electoral Commission and available for public scrutiny; or
- Records of public utility - phone, water, gas, electricity bill; or
- Records of a financial institution; or
- A record held under a law other than a law relating to land titles; or
- Council rates notice.

POINT VALUE: 25

25 points

***Document - must have a name and address***

- Rent/Lease agreement; or
- Rent receipt from a licensed real estate agent.

POINT VALUE: 25

***Document - must have a name and date of birth***

- Record of a primary, secondary or tertiary educational institution attended by you within the last 10 years; or
- Record of professional or trade association of which you are a member.

#### **4. SECURITY OF YOUR ACCOUNT**

- a. You are obligated to restrict access and to maintain the security of your TiCKTOC account, and agree to accept responsibility for all activities that occur within your TiCKTOC account. You agree to inform Us immediately if you suspect that your TiCKTOC account is being accessed in an unauthorised manner. We shall not be liable for any unauthorised transaction conducted using your TiCKTOC account prior to such acknowledged notification.
- b. You are responsible for ensuring that the information you provide Us is correct, complete and up to date via the TiCKTOC app or notifying Us of any changes via email to [support@ticktoc.net](mailto:support@ticktoc.net).
- c. You agree to allow TiCKTOC to retain and manage the information you have provided in order to provide Services to you.
- d. We have implemented third-party protection measures intended to secure information about you from accidental loss and from unauthorised access, use, alteration or disclosure. Despite these measures, we do not guarantee that unauthorised third-parties will never be able to defeat those measures and use your information. You agree to provide your personal or company information at your own risk.



## 5A. MAKING MERCHANT PAYMENTS

- a. To make payment to a Merchant you may present your Credit or Debit card to the Mobile EFTPOS device presented to you by the Merchant; provided you have verified that the Merchant device belongs to the person or company presenting it.. Should any automated process of the Mobile Merchant device malfunction, you may enter your Credit Card or Debit card details manually.
- b. Cards accepted include Visa, Mastercard, American Express and JCB. We may remove or add Cards that we accept at any time without prior notice.
- c. Once the Buyer and Seller agree that the payment details showing on the mobile device are correct, TiCKTOC will submit the transaction to the banking system for processing. The relevant amount including any relevant sales and government taxes and fees or charges, (Transaction Fee and Service Fee as specified in-app and on Our website) will be charged to your selected bank card and the corresponding amount, less fees and charges, will be transferred to the Merchant once verified.
- d. When using the Services, all transactions will be denominated in Australian Dollars ("AUD"). If the Credit or Debit card you use to make payments is not denominated in AUD, you will be charged in your local currency's amount equivalent of the AUD price. Your bank card issuer may charge you fees such as currency conversion and/or transaction fees, for making a purchase in AUD rather than your local currency. We shall not be liable for any fees charged or exchange rates used by your bank card issuer.

## 5B. RECEIVING MERCHANT PAYMENTS AND ACCESS TO YOUR FUNDS

- a. When you collect payment from any person via Credit or Debit card or when any person makes a payment to you through their TiCKWallet, TiCKTOC will process the payment and credit the corresponding amount, less fees and charges, to your TiCKWallet account. Credit and Debit card payments to Merchants will be paid by the buyer's designated bank to TiCKTOC, with TiCKTOC then instructing its bank to make the appropriate onward payments to Merchants.
- b. Provided you have completed your 100-point check and We have verified your account, you may transfer funds from your TiCKWallet (less any applicable Fees) to your verified Australian bank account or use funds in your TiCKWallet to purchase products and services via the TiCKTOC application. When transferring funds to your designated bank account, the transaction is deemed to be complete when the designated financial institution has accepted the transaction or funds.
- c. Where you hold a balance in your TiCKWallet account, your funds will be co-mingled with other TiCKWallet account holders and held by Us in Our nominated financial institution ('Pooled Bank Account') until such time you request to pay for products and services or transfer your funds from the TiCKWallet to your linked bank account. As such, we hold your funds on your behalf for the benefit of you and others holding balances. We will not use funds from the Pooled Bank Account for corporate purposes.
- d. **Our Setoff Rights**

If any amount payable to Us is due but unpaid, we may withhold payment of any amount that is payable by Us to you until you have made payment of the amount that you owe us. We may set off any amount that you owe us against any amount that we owe you. You acknowledge that this clause contains security interests for the purposes of the PPSA. You may be requested to supply additional documentation required for us to secure Our interest in any unpaid funds.

## **5C. TRANSFERS BETWEEN TICKWALLETS**

- a. To make a transfer funds to another party through the TiCKWallet system, you add the amount you wish to transfer and, provided the recipient is present, you share this with their QR Code reader. If the recipient is not present, you cannot transfer money between TiCKWallets.
- b. Once the information you provided has been verified, TiCKTOC will submit the transaction and the corresponding amount will be transferred to the intended recipient.
- c. A person who wishes to make payment to you, or vice versa, will be unable to do so until they have registered for and activated a valid TiCKTOC account. You will be unable to accept any payments until your TiCKTOC (including the TiCKWallet feature) account has been activated successfully.

## **5D. TAX RECEIPTS**

- a. After presenting your Credit or Debit card to the mobile merchant device or after payment is completed via your TiCKWallet, you will receive a receipt acknowledging the completed payment. You are encouraged to retain this receipt should you have any reason in future to refer to it for any purpose, including any claim upon the merchant.
- b. If you are a Merchant, accepting payments via Credit and Debit cards or via the TiCKWallet, you are obliged to provide a receipt via SMS or email and retain your electronic transaction records for a period of 30-months or longer as may be required by State or Federal law. As a merchant, it is entirely your responsibility to store receipt records safely and securely such that you alone, or your employees in the general course of doing business, can access them.
- c. By providing a receipt, Buyers may be offered the opportunity to provide feedback to Sellers about their customer experience. Should a Seller receive feedback, the Seller may elect to respond to that Buyer directly if they have enabled you to reply, otherwise the Seller is not permitted to provide feedback to a Buyer.
- d. After a transaction, a Seller is not permitted to communicate with a Buyer to request their account or Credit or Debit card information or request any information unrelated to their transaction or feedback.
- e. Under all circumstances you are not permitted to send abusive, harassing, excessive or objectionable messages that contravene this Agreement.

## **5E. TRANSACTION RECORDS**

- a. TiCKTOC records transactions conducted through your TiCKTOC account. All of your own transaction history is held within the application. You may access your transaction information within the application or via the secure logon on the website.

## **5F. TAXES**

- a. We disclaim ANY liability for Taxes. When receiving payment via Our Services you alone are responsible for calculating and applying correct, regulated and appropriate taxes to apply to any transaction.
- b. You alone are responsible for collecting, withholding, reporting and remitting correct Taxes to the appropriate tax authority.

## **5G. GST**

- a. We disclaim ANY liability for your GST. When receiving payment via Our Services you alone are responsible for calculating and applying the correct, regulated GST to the transaction.
- b. The Seller is responsible for collecting, withholding, reporting and remitting correct GST to the appropriate authority.
- c. Should you require information about GST in Australia, please refer to *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* [here](#)
- d. The Buyer of your products and service must pay the applicable GST in the same transaction as for the product or service you are supplying.

- e. The receipt supplied to the Buyer should state that GST is included in the total fee or the GST should show as a separate line item on the receipt and/or tax invoice.

## **5H. ENQUIRIES**

- a. If you have a complaint or query pertaining to a merchant transaction, you will need to contact the relevant Merchant for resolution.
- b. You may make enquiries though [support@ticktoc.net](mailto:support@ticktoc.net)

## **5I. LINKING TO BANK CARDS OR ACCOUNTS**

- a. Your TiCKTOC account may have multiple bank cards and bank accounts linked to it. You are able to add your card and account details within the TiCKTOC TiCKWallet; within the application.

## **5J. DEBITS**

- a. As part of registering with Us, the Seller authorises us to direct debit any Chargebacks, or related payments due to Us under this Agreement, from your linked account in in AUD.
- b. The Sellers linked account must be capable of accepting direct debits via the Bulk Electronic Clearing System (BECS). It is your responsibility to ensure your linked bank account details are correct. It is advised to check bank account details with your most recent bank statement.
- c. Please allow 24-48 hours for completion of debits from your account. If you believe that there has been an error in debiting your account, you should contact [support@ticktoc.net](mailto:support@ticktoc.net). You can also contact your financial institution.
- d. You are responsible to ensure you have sufficient cleared funds available in the account to be debited when payments are due. If available funds are insufficient to honour the debit, you will be notified that your payment has been returned unpaid. You will be requested to top-up your account and advise us to reinitiate the debit.

## **5K. UPDATING PASSWORDS**

- a. You will be asked to enter a password whenever you use TiCKTOC's Services. A password may be changed or re-set with an email being sent to the email address in our records. Clicking on the 'reset password' link in the email will allow you to change or reset your password. Should you require any assistance resetting your password please contact [support@ticktoc.net](mailto:support@ticktoc.net)

## **5L. REFUNDS**

- a. The Seller agrees to offer and adhere to its refunds and returns policy relevant to its products and services. The Seller is solely responsible for managing any and all refunds and returns.
- b. The Seller must maintain sufficient funds in their TiCKWallet to enable refunds to transact.
- c. If the Seller's available balance is insufficient to cover the refund, We will request the Seller's authorisation to withdraw up to the requested refund amount from the linked bank account or Credit Card including any applicable fees and charges.
- d. In the instance where the Seller provides a refund, the relevant bank will credit the amount back to the bank card which was initially used. We make no exceptions to this policy.
- e. We will also refund any applicable Fees to ensure the full purchase amount is returned to your Buyer. Refunds may only be processed up to 60 days from the original purchase date.
- f. TiCKTOC is not responsible for any errors made by the Merchant when they process the refund nor do we accept any responsibility to accept any returns on your behalf.

## 5M. CHARGEBACKS

- a. The amount of a transaction may be reversed or charged back to the Sellers account (a 'Chargeback') if the transaction (i) is disputed, (ii) is reversed for any reason by the banking institution, our processor or a buyer, (iii) was not authorised or we have any reason to believe that the transaction was not authorised, (iv) is allegedly unlawful, suspicious or in violation of the terms of this Agreement.
- b. Should the Seller have insufficient funds to enable a Chargeback, We may invoke Our Setoff rights as per 5B (d) or request your authorisation to cover the chargeback via a transaction from your linked bank account or Credit or Debit card.
- c. If we are unable to recover funds related to a Chargeback for which the Seller is liable, the Seller will pay us the full amount of the Chargeback immediately upon demand. The Seller agrees to pay all costs and expenses, including without limitation lawyer's fees and other legal expenses, incurred by or on behalf of us in connection with the collection of the unpaid deficit.
- d. The Seller may contest a Chargeback at the Seller's own expense. In the course of Us assisting you with your request, We reserve the right to recover our costs from you and to charge a fee for mediating and/or investigating Chargeback disputes.
- e. At our sole discretion if we believe you are incurring an excessive volume of Chargebacks, We have the right to either suspend or terminate your account.

## 6. USER UNDERTAKINGS:

- a. The User should carefully check through transaction details such as total amount, sales and government taxes, the correct account has been used and recipient information before submitting a payment.
- b. The Merchant agrees not to view the customer PIN when the Buyer is present.
- c. The User should also carefully check through transaction details such as amount, account, recipient information before submitting refunds or adjustments.
- d. Once a transaction instruction has been lodged, the Merchant authorises Us, and Our third-party bank or partners, to charge, debit, credit to or from your bank card, the amount as per the Merchant instruction. We are not liable for any errors made by the Merchant when submitting the said instruction.
- e. You shall assume all liabilities for the accuracy and validity of your instructions when using Our Services. You will also assume all risks relating to TICKTOC in carrying out your instructions in good faith. We record all transaction information for future reference.
- f. The Merchant is responsible all customer service and for any dispute arising between the Users of the Service. The Seller is obliged to communicate with the Buyer for any and all customer service issues including returns, refunds and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with the Seller's own policies or processes.
- g. You agree to not use the Services for any illegal, fraudulent purpose or in connection with a criminal activity. You also undertake to not use the Services in any way that causes, or may result in interruption or damage to access to the Services.
- h. You are prohibited from using Our Services for the following activities (including but not limited to):
  - (i) any illegal transactions such as drug trafficking or dispensing of pharmaceuticals without prescriptions;
  - (ii) accepting transactions for infomercial sales and unauthorised multi-level marketing businesses;
  - (iii) activities which compromises national security such as terrorist financing and arms trafficking including the sale of firearms, firearm parts or hardware and ammunition, weapons and other devices designed to cause physical injury;
  - (iv) any act which involves fraudulent or stolen identities;
  - (v) activities which undermine any person's reputation, privacy, commercial secrets, trademark, copyright, patents and the sale of hate or harmful products;

- (vi) any act which encourages and facilitates any person to gamble including but not limited to betting, casino gaming chips, off-track betting and wagers at races;
  - (vii) any act which may result in money laundering;
  - (viii) any act which involves your use of an invalid bank account/card of your own or of another person or company;
  - (ix) any act which violates any law or regulation, terms of TICKTOC or its affiliated companies, agreements, rules or notices;
  - (x) any act, including use of this Service, which violates laws, regulations, rules, policies and decrees of any State or Country in which you reside or, if abroad, the local laws of that Country.
- i. If you accept payments in connection with any of the above businesses or business activities, we may terminate the use of the Services.
  - j. You authorise Us to submit any information or transactions conducted through your account to authorities as required by applicable law.

## **7. RESTRICTED USE**

- a. You are not permitted to resell Our Services which means you must not be, or attempt to become, a payment intermediary, aggregator or service bureau. You are not permitted to offer nor provide cash advances.

## **8. TICKTOC's ROLE**

- a. Our Services allow you to make and accept payments via Credit and Debit cards as per 5A (b) and via your TiCKWallet. We collect, analyse and relay information to banking networks in connection with these payments to facilitate your request.
- b. TICKTOC is neither a bank nor a financial institution. We require reasonable time to process your transaction. We do not guarantee to facilitate real-time payments between parties.
- c. A contract is formed at the completion of a transaction solely between the Buyer and the Seller, or Merchant. TICKTOC is neither the Buyer nor the Seller of the products and services except if offered as a TICKTOC branded product or service. As TICKTOC is not a party to that contract, nor is TICKTOC the Merchant's agent, We do not assume any responsibility arising in connection with the contract.
- d. The Merchant is solely responsible for the products/services provided to you and for dealing with any buyer claims or any other issue or dispute arising out of said contract.

## **9. TICKTOC's RESPONSIBILITIES LIABILITY AND WARRANTY**

- a. To the degree that it is possible to do so, TICKTOC will do its utmost to deliver uninterrupted availability of the Services and accurate transmissions. This cannot always be guaranteed due to factors beyond Our control and the nature of the Internet.
- b. There may be instances when it is necessary to suspend or restrict Services to facilitate updates, repairs and maintenance. Where possible, the frequency and duration of any such suspension will be minimised.
- c. We shall do everything reasonably within our control to minimise transaction errors. If we notice any transaction or processing error, we will attempt to rectify the error in a reasonable timeframe, no more than 30-days from when all necessary information, including information from you and our third-parties if required, is available to be able to rectify.
- d. If you notice any transaction or processing error, you must notify us within 60-days of the error occurring to allow Us to commence rectification of the error.
- e. TICKTOC shall not be liable for any losses which are assumed by you (including but not limited to):
  - (i) profits, revenue or goodwill that were not caused by any breach on its part during your use of Services.
  - (ii) for any currency exchange loss, or interest loss and other risks relating to any amounts kept, collected or paid on your behalf.

- (iii) any interest accrued thereon and you agree that TiCKTOC may retain any such interest (if any).
  - (iv) all risks and losses caused by the User's non-compliance with this Agreement, laws and any applicable business regulations and guidelines.
- f. We do not Warranty that the Services we offer are fit for purpose and We accept no liability of any kind with respect to our products and services meeting your specific needs. We do not Warranty that the Service will operate without error. We make no representation of Merchant's products or services or that Buyers are bone fide. We do not warrant that the Services will be compatible with your mobile device or third-party carrier. We are not liable where a mobile device has been modified in any way, ie: a jail broken device or unauthorised software has been installed, which results in the device being unable to facilitate transactions. We have the right not to verify the Service on such device and to terminate the Services for your Account, should the device be modified in any way.
- g. Should you require information on Card provider rules, please view at [www.visa.com](http://www.visa.com), [www.mastercard.com](http://www.mastercard.com), [www.americanexpress.com](http://www.americanexpress.com) and [www.global.jcb/en](http://www.global.jcb/en).
- h. To the fullest extent permitted by law, TiCKTOC shall be exempt from any liability for any and all possible losses of the Seller caused by any failure or event beyond Our reasonable control such as the following events (but not limited to):
  - (i) Natural disasters and acts of God
  - (ii) Any acts by government
  - (iii) Power, network or mobile failure
  - (iv) Business disruptions or strikes
  - (v) Internet or system instability
- i. You agree and acknowledge that TiCKTOC will not be held responsible and shall bear no liability for the interruption or disruption of the Services in any of the following circumstances:
  - (i) improper or unauthorised use of the Services by a user or other person;
  - (ii) malfunction of the computer software, systems, hardware and communication networks of a user or TiCKTOC;
  - (iii) damage caused by hackers, a computer virus or other malicious programs;
  - (iv) malfunction of the banking system or banking network;
  - (v) suspension of the Services due to law or regulation;
  - (vi) circumstance which are not reasonably foreseeable by Us.
- j. You agree that We shall communicate with you in-app and/or via announcements on our website(s) for all general and legal matters unless the laws of the land dictate otherwise.
- k. Your consent to Us amending this Service Agreement from time to time. By you continuing to use Our Services, you are deemed to have accepted any and all changes made by Us. If you do not agree to any or all changes, it is your responsibility to stop using our Service.
- l. You are responsible for checking in-app or on our website(s) to view any changes to this Service Agreement.
- m. You may not assign this Agreement to any other individual or entity however We have all rights to assign or novate this Agreement to a third-party.

## 10. OTHER LEGAL MATTERS

- a. This Service Agreement is governed by the laws of Victoria, Australia.
- b. Any legal proceeding shall be conducted in English.
- c. INDEMNITY. You will indemnify Us against any and all claims, costs, losses, damages, judgments, Tax assessments, penalties, interest and expenses arising out of any claim, action, legal action including legal fees, audit, investigation, inquiry or other proceeding instituted by a person or entity that arises out of or relates to Use of Our Services.

- d. CONSUMER LAW. Nothing in this Agreement is excluded, restricts or modifies the rights which you may have under the Australian Consumer Law.
- e. SURVIVAL. The following clauses of this Agreement survive and remain in effect in accordance with their terms upon the termination of this Agreement: 1, 4, 5B (d), 5D, 5E, 5F, 5G, 5J, 5L, 5M, 6(j), 7, 10, 11,
- f. DISPUTE RESOLUTION If you have a dispute with Us please email us at [support@ticktoc.net](mailto:support@ticktoc.net). We endeavour to resolve any dispute as quickly as possible. It is our intention to resolve any disputes within 30-days of such notification.
- g. If the dispute is not resolved within 30-days, further remedial processes may be invoked as follows.
  - (i) If you are an individual claiming for yourself or family, you may elect to lodge your complaint via the small claims tribunal.
  - (ii) For any other entity, claims may be made by following the rules contained within the IAMA Arbitration Rules [here](#). This process seeks to resolve disputes quicker than other more formal legal processes and involves an arbitrator who may award damages in the same way in which a court can and whose decision is binding.
  - (iii) We do not consent to Class arbitrations and class actions. By agreeing to this Service Agreement, you waive your rights to participate in a class action against Us.

## 11. SUSPENSION OR TERMINATION OF SERVICES

- a. TICKTOC is entitled to suspend or terminate your use of the Services without prior notification under the following circumstances:
  - (i) To minimise TICKPAY's anticipated business risks
  - (ii) If your transactions are suspicious or fraudulent
  - (iii) If directed by the relevant authorities
  - (iv) If you breach any of the terms or conditions of this Agreement
- b. Should we terminate your account We shall reimburse funds to you minus any fees and charges outstanding or any incomplete debit transactions still to be processed out of your account.
- c. Equally, you have the right to terminate the use of our Service at any time provided you are not in debt to Us or have any obligations under this Agreement beyond the termination date. Should you elect to terminate your account We shall reimburse funds to you minus any fees and charges outstanding or any incomplete debit transactions still to be processed out of your account.
- d. Upon termination, you agree to cease using the Service and abide by any terms of this Agreement that survive termination. We have the right, but not the obligation, to delete your account and all information in relation to your account.

## 12. SERVICE FEES

- a. **Set-up Fees.** When using the Service, We are entitled to charge a fee, or fees. The Service is free to download, for you to provision the service and for Us to verify you. If in future We decide to charge for our Services, we will announce the fee, or fees, in-app and on our website(s)
- b. **Transaction Usage Fees.** Where Credit and Debit Card and TICKWallet transactions, authorised by you, occur, We charge you various Fees including, but not limited to a 'Transaction Fee', 'Service Fee' 'Toll Fee' 'Parking Fee' or any other relevant Fee required to provide the Service as specified in-app and on Our website. By accepting this Service Agreement, you agree to pay the 'Fees'.
- c. It is your responsibility to check in-app or on Our website(s) for updates for Fees that we may update from time to time.

### **13. MARKETING**

- a. We may allow you to market your business in-app or on our website. Should we extend to you this opportunity to market, you are solely responsible for its content, distribution and uptake. We make no warranty of the success, or otherwise, of your own marketing initiatives. In this case, We are the facilitator only and bear no responsibility whatsoever otherwise. Regardless, any marketing that may occur must first be approved by Us.
  
- b. You may receive marketing, advertising, product or service notifications or similar electronic 'Messages' via Our Services from Us or from approved third-party entities. By accepting or clicking on any link associated with these Messages, you acknowledge that, where the Message is from a third-party, you are no longer bound by this Agreement but by the Terms and Privacy Policy of the third-party. As such, We accept no responsibility for any action which may occur as a result of your interaction with a third-party website. You accept any and all liability when leaving Our Services from such actions of your own.

### **14. YOUR ACKNOWLEDGEMENT**

- a. You acknowledge that you have read and understood this Service Agreement in its entirety and that this Agreement constitutes the complete agreement between yourself and Us.
- b. You also acknowledge that We have the right to change this Service Agreement from time to time and that it is your responsibility to visit this Agreement in-app or on our website to refresh yourself and continue to agree to use of Our Services.
- c. You may elect at any time to terminate use of Our Services for any reason provided you have no unpaid debt to Us.
- d. You also acknowledge that notices to you will be in electronic form in-app, via the website(s), by SMS or email and you accept these electronic forms of communication with you as formal notification.