



Dream Rides Pty Ltd – Terms and Conditions of Use

Dream Rides Pty Ltd ACN 637 369 996



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Dream Rides Pty Ltd - Terms and Conditions of Use

Dated

Parties

These Terms are between you (as the Passenger) and user of the Dream Rides App and Dream Rides Pty Ltd ACN 637 369 996 (**Dream Rides**) as the owner and operator of the Dream Rides App.

Agreed Terms

1. Acceptance

By clicking "I accept", you acknowledge that you have read and understood these Terms and that you agree to be bound by these (and any updated Terms as referred to in clause 20.2 of this Agreement).

If you do not agree to any of the Terms, you must immediately cease accessing and/or using the App Services being provided under these Terms.

You also acknowledge and consent to Dream Rides having access to hold, disclose and use your personal information as set out in the Privacy Policy.

The parties agree as follows.

2. Definitions

In this Agreement, unless the context otherwise requires:

Term	Definition
Additional Fee	means any other fee reasonably charged by Dream Rides to the Passenger in connection with the performance of the Transportation Services, including but not limited to: (a) the Cancellation Fee; and (b) costs for repairs or cleaning in accordance with clause 11.
App Services	means the services referred to in clause 4 of these Terms
Authorised Driver	means the independent third party who is licenced to perform the Transportation Services in the State or Territory in which they perform the Transportation Services.
Business Day	Monday to Friday except a gazetted public holiday in Brisbane, Queensland.
Cancellation Fee	means either: (a) 20% of the Fare payable by the Passenger to Dream Rides when it cancels a Reservation four (4) or more weeks prior

Term	Definition
	to the date of the Transportation Services or Other Services are required to be performed in the Reservation; or
	(b) 50% of the Fare payable by the Passenger to Dream Rides when the cancellation is made within less than four (4) weeks prior to the date the Transportation Services or Other Services are required to be performed in the Reservation.
Dream Rides App	means the software application and/or website used for the purpose of receiving bookings for the Transportation Services and the Other Services.
Driver	means the independent third party engaged to perform the Transportation Services or Other Services as requested by the Passenger.
Fare	means the amount agreed between the Driver and the Passenger for the provision of the Transportation Services or Other Services in accordance with a Reservation, and payable by the Passenger to Dream Rides
Governing Laws	means the laws of the State or territory of Australia in which the Transportation Services are performed which apply to these Terms and the parties submit to the non-exclusive jurisdiction of the courts of that state or territory.
Other Services	means services (other than Transportation Services) that the Driver may provide to a Passenger procured through the use of the Dream Rides App (for example photographs of the Driver's motor vehicle).
Passenger	means a person on a particular transaction, who makes a Reservation using the Dream Rides App for the Driver to: <ul style="list-style-type: none"> (a) perform the Transportation Services; or (b) provide the Other Services.
Passenger Account	means the individual account created by a Passenger to use the App Services to make a Reservation.
Passenger Information	means a Passenger's name, phone number, email address, date of birth and other personal information that may be required by Dream Rides to register a Passenger Account.
Passenger Licence	means the limited, non-exclusive, non-sublicensable, revocable, non-transferable licence granted by Dream Rides to Passengers to use the Dream Rides App in accordance with clause 6 of these Terms.
Payment Details	means the Passenger's PayPal account details or the Passenger's credit/debit card details with the Passenger's bank account which are current and active.
Payment Processor	means the payment gateway or payment processing services provider appointed by Dream Rides.

Term	Definition
Reservation	<p>means the arrangements agreed between the Driver and the Passenger about a particular transaction including but not limited to:</p> <ul style="list-style-type: none"> (a) the type of services to be provided (b) the description of the specific vehicle to provide the Transportation or Other Services; (c) the time and place the Transportation Services or Other Services are to be provided; (d) the agreed fee between the Driver and the Passenger for the provision of the Transportation Services or Other Services.
Terms	means these Terms and Conditions of use.
Transportation Services	means the transportation of a passenger(s) by an Authorised Driver in a motor vehicle of no more than 12 seating positions, including the driver's position, which is booked by the passenger(s) using the Dream Rides App.

3. Interpretation

Unless expressed to the contrary:

- (a) words importing:
 - (i) the singular include the plural and vice versa;
 - (ii) any gender include the other genders;
- (b) if a word or phrase is defined, cognate words and phrases have corresponding definitions;
- (c) a reference to:
 - (i) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes legal personal representatives, successors and permitted assigns;
 - (iii) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments and replacements of any of them;
 - (iv) a right includes a benefit, remedy, discretion, authority or power;
 - (v) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (vi) time is to local time in Queensland;
 - (vii) \$ or "dollars" is a reference to the lawful currency of Australia;
 - (viii) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;

- (ix) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (x) all parties, clauses or schedules is a reference to the parties, clauses or schedules of or to this Agreement;
- (d) a consent or notice is to be in writing unless otherwise stated;
- (e) in calculating time under these Terms, the term "day" means calendar day and the term "year" means a calendar year of 365 or 366 days as the case may be.
- (f) If any period of time expires on a day that is not a Business Day, then the period will be taken to expire on the next Business Day.
- (g) If anything is to be done on a day that is not a Business Day, the thing may be done on the next Business Day.
- (h) Headings do not affect the interpretation of this Agreement.

4. Dream Rides App

4.1 Dream Rides will allow you to use the Dream Rides App under the Terms. The use of the Dream Rides App will enable the Passenger to use the following App Services:

- (a) create a Passenger Account to make a Reservation (by arranging and scheduling Transportation Services or Other Services with a Driver for those services who have an agreement with Dream Rides;
- (b) facilitate an upfront payment (through the Payment Processor) to the Driver for the Transportation Services or Other Services.

4.2 The Dream Rides App is provided on the basis that:

- (a) the Passenger acknowledges and accept that the:
 - (i) use of the Dream Rides App are solely for personal, non-commercial use;
 - (ii) the Transportation Services or Other Services are provided by independent third party contractors who are not employed by Dream Rides;
- (b) Dream Rides accepts liability for the Dream Rides App provided to the Passenger, the subject of these Terms;
- (c) the Drivers are responsible for the services provided to the Passengers.

5. Passenger Authorisation

5.1 To be authorised to create and maintain a Passenger Account, a Passenger must:

- (a) be at least 18 years of age;
- (b) provide Dream Rides and maintain accurate, current and true Passenger Information and Payment Details;
- (c) only use one Passenger Account for individual, personal use and not use the account of any other person; and

- (d) provide Dream Rides with any information or documents which may be reasonably requested from time to time, and promptly notify Dream Rides of any changes to their Passenger Information or any other information provided to Dream Rides.

5.2 Passengers are responsible to maintaining the secrecy and security of their Passenger Account and all activities occurring in relation to the use of their Passenger Account.

6. Passenger Licence

6.1 Upon the creation of a Passenger Account and the Passenger's compliance with these Terms, Dream Rides grants the Passenger Licence to:

- (a) access and use the Dream Rides App via a Passenger Account in connection with making a Reservation; and
- (b) access and use any content, information and related materials that may be made available through the Dream Rides App, in each case solely for personal, non-commercial use.

7. Bookings

7.1 Passengers accept and acknowledge that the availability of a Driver is at the Driver's own personal discretion and Dream Rides does not guarantee the availability of a Driver at the particular date and time of Your request. Passenger's also acknowledge that a Driver may accept or reject a request at their absolute discretion.

7.2 Upon a Driver's acceptance of a Reservation, Dream Rides will provide:

- (a) a booking confirmation to the Passenger via the App Services;
- (b) the relevant details of the Driver to the Passenger via the App Services, including:
 - (i) their name;
 - (ii) their vehicle details (including registration number and model);
 - (iii) their mobile number;
 - (iv) their picture; and
 - (v) any other details Dream Rides considers appropriate; and
- (c) the Passenger's details to the Driver via the App Services, including:
 - (i) Your name;
 - (ii) Your pick up and drop off addresses;
 - (iii) Your mobile number; and
 - (iv) any other details Dream Rides considers appropriate for the Driver to perform the Transportation Services.

7.3 Passengers accept and acknowledge that adverse conditions including but not limited to traffic, weather and roadworks may impact on the Driver's ability to arrive at your requested time. Any unexpected delays cannot be used by a Passenger as a reason for cancellation.

7.4 If the Driver's vehicle breaks down or is unable to complete the Transportation Services, Dream Rides will use its reasonable endeavours to arrange for a substitute vehicle to complete the Transportation Services.

8. Payment

8.1 A Reservation is created by using the Dream Rides App where:

- (a) the Passenger makes a request for the provision of services by a nominated Driver;
- (b) the Driver accepts the request referred to in paragraph 8.1(a); and
- (c) the Passenger pays the Fare to Dream Rides.

8.2 Dream Rides will facilitate the Passenger's payment to the Driver for the services provided in accordance with the Reservation.

8.3 If required, the Passenger agrees to pay the Additional Fee to Dream Rides (including cleaning costs for damage to any third party's vehicle).

8.4 The Passenger agrees to make payment of the Fare (and the Additional Fee) by using the nominated Payment Processor.

8.5 The Passenger accept and acknowledge that the Payment Details will remain linked with to their Passenger Account until the Passenger or Dream Rides terminates the Passenger Account in accordance with clause 18.

8.6 If a Passenger removes the Payment Details from a Passenger Account, the Passenger will no longer be permitted to use Dream Rides App.

8.7 Upon payment of the Fare, the Passenger will receive:

- (a) an invoice from PayPal; and
- (b) a receipt of payment from Dream Rides,

for the Transportation Services and/or Other Services provided by the Driver and charged via the Dream Rides App.

8.8 All payments made by the Passenger in accordance with the Reservation are final and non-refundable, unless otherwise determined by Dream Rides or required to be refunded by law.

9. Cancellations

9.1 The Passenger may elect to cancel (through the Dream Rides App) the services agreed in Reservation until 48 hours prior to the Driver commencing the provision of such services.

9.2 If the Passenger elects to cancel the services agreed in a Reservation, the Passenger agrees to pay to Dream Rides the Cancellation Fee (and the difference between the Cancellation Fee and the Fare will be refunded to the Passenger through the Payment Processor and into the Passenger's Account).

9.3 The Passenger acknowledges a Driver may cancel a Reservation at any time (through the Dream Rides App) prior to the commencement of the services agreed in the Reservation. If the Driver cancels the Reservation:

- (a) Dream Rides arrange for a refund of the Fare to be provided to the Passenger through the Payment Processor and into the Passenger's Account; and

- (b) Dream Rides will take reasonable steps to assist the Passenger obtain a similar booking for the cancelled Reservation with a separate Driver.
- (c) to the full extent provided by law, Dream Rides will not be responsible for any additional, cost, charge or expense beyond the value of the refund of the Fare to the Passenger.

10. Passenger Conduct

10.1 The Passenger (and any of the Passenger's guests) using the Transportation Services under a Passenger Account:

- (a) are not permitted to ride with any hazardous articles, or other articles prohibited or inappropriate as held by any law, rule or regulation. The Driver may refuse to provide the Transportation Services and the Passenger shall assume any consequence, liability and responsibility for carrying such articles.
- (b) must behave in a reasonable manner and must not cause nuisance, annoyance, inconvenience or property damage to any third party;
- (c) are not permitted to smoke or consume any alcohol, tobacco or illicit substances in or near any vehicle.
- (d) is prohibited from instruct a Driver to perform any act which may breach a traffic rule or other applicable law or regulation.

10.2 If a Passenger breaches this clause 10, they are liable for any administrative punishment, personal injury, traffic accident, vehicle damage or other losses and Dream Rides may terminate their Passenger Account.

11. Vehicle Damage, Cleaning and Lost and Found

11.1 The Passenger is responsible for the cost of repairs to damage to, or necessary cleaning of a third party vehicle, caused by a Passenger (or any other guest of the Passenger) during the provision of the Transportation Services or the Other Services under the Passenger Account.

11.2 If Dream Rides receives a repair or cleaning request from a Driver or other third party, which is verified by Dream Rides at Dream Rides' reasonable discretion, Dream Rides reserves its rights to seek payment from the Passenger for reasonable repair or cleaning costs.

12. Indemnity

12.1 To the maximum extent permitted by law, the Passenger takes full liability and indemnifies Dream Rides their officers, directors, employees and agents from all claims, demands, losses, liabilities, and expenses (including solicitor fees) arising out of or in connection with:

- (a) the Passenger's use of the Dream Rides App;
- (b) the Passenger's use of the Transportation Services or Other Services pursuant to a Reservation;
- (c) a Passenger's breach of any applicable law;
- (d) a Passenger's misrepresentation or fraudulent, dishonest, unlawful or negligent act or omission;
- (e) personal injury or property damage caused or contributed to by a Passenger (or a guest of the Passenger) in connection with the Transportation Services or Other Services;

- (f) a claim by a Driver or any other third party caused by or as a consequence of a Passenger's acts or omissions;
- (g) Dream Ride's use of User Content.

13. Liability

13.1 The Passenger accepts and acknowledge that any express or implied guarantees, warranties, representations or other terms and conditions relating to these Terms or their subject matter, not contained in these Terms, are excluded from these Terms to the full extent permitted by law.

13.2 Without limiting clause 13.1 above, to the full extent permitted by the Governing Laws:

- (a) the Dream Rides App, App Services, Transportation Services and Other Services are provided on an availability basis, and Dream Rides makes no representation, warranty or guarantee regarding:
 - (i) the condition, performance, accuracy, completeness, merchantability, reliability, timeliness, quality, suitability, availability or fitness for a particular purpose of the Transportation Services, Other Services or the Dream Rides App;
 - (ii) the Dream Rides App will be uninterrupted or error-free;
 - (iii) the compatibility of the Dream Rides App with any other technology; and
 - (iv) the quality, suitability, safety or ability of a Drivers;
- (b) Dream Rides does not advise or recommend any Driver, nor does Dream Rides guarantee or provide any assurances as to the individual Driver's behaviour or actions of Drivers (or other Passengers) posted on the Dream Rides App.

13.3 Nothing in these Terms excludes, restricts or modifies any right or remedy implied or imposed by legislation which cannot lawfully be excluded or limited, including but not limited to the Australian Consumer Law.

13.4 If a particular right or remedy implied or imposed by a statutory provision and cannot be excluded and Dream Rides is able to limit the remedy for a breach of such a provision, then Dream Rides liability is restricted to, at Dream Rides discretion:

- (a) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the costs of replacing or acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
- (b) in the case of services, the supplying of services again, or the payment of the cost of having the services supplied again.

13.5 Dream Rides is not liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data, personal injury or property damage relating to, or in connection with, or resulting from any use of Dream Rides App, Transportation Services or Other Services, regardless of the negligence of Dream Rides, even if Dream Rides has been advised of the possibility of such damages. The maximum liability arising out of or in connection with the performance of the Dream Rides App, Transportation Services or Other Services is restricted to the Fare.

14. Feedback and Complaints

14.1 At the conclusion of the Transportation Services or the Other Services, the Passenger is required to give a rating. In giving your rating, you must be fair, reasonable, accurate and non-disparaging when leaving any form of commentary.

14.2 If a Passenger has a complaint or issue regarding:

- (a) the accuracy of the vehicle described by Driver; or
- (b) the or performance of the Driver's Transportation Services or the Other Services;

and the Passenger wishes to make a claim against being charged the Fare, the Passenger must submit a written complaint within two (2) days of the date of the performance of the Transportation Services or Other Services. If the Passenger fails to make a complaint within this time, the Passenger will not be entitled to any potential reimbursement. Any such reimbursement will be given to the Passenger at Dream Rides' discretion.

14.3 If the Passenger has any other complaint or issue regarding the Transportation Services or Other Services, the Dream Rides App or the behaviour or conduct of the Driver which does not relate to a claim for any reimbursement of the Fare, the Passenger must make a written complaint within seven (7) days of the date of performance of the Transportation Services.

14.4 If the Passenger leaves any personal items in the vehicle, contact Dream Rides via the Dream Rides App as soon as possible. If the personal item is found, Dream Rides will contact the Passenger and advise how to collect the property. Please note, Dream Rides will not deliver any property items, unless directed by the Passenger at a fee to be charged by Dream Rides. Dream Rides is not liable for any loss or damage to Passenger's personal property.

14.5 All complaints made by a Passenger under this clause must be made via the Dream Rides App, or via email correspondence to the email address provided via the Passenger Information.

15. Privacy

15.1 Passengers consent to Dream Rides use of Passenger Information and the use of the information collected in the Dream Rides App as provided for by the Dream Rides Privacy Policy which can be located at the Dream Rides website.

16. Intellectual Property

16.1 The Passenger acknowledges it may not:

- (a) remove any trade mark, copyright or other proprietary notices from any portion of the Dream Rides App;
- (b) copy, modify, reproduce, prepare derivative works based upon, distribute, licence, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast, link, mirror, frame, reverse engineer or otherwise exploit the Dream Rides App except as expressly permitted by Dream Rides;
- (c) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Dream Rides or unduly burdening or hindering the operation and/or functionality of any aspect of the Dream Rides App; or
- (d) attempt to gain unauthorised access to or impair any aspect of the Dream Rides App or its related systems or networks.

17. Passenger Provided Content

17.1 Dream Rides may, in its sole direction, permit the Passenger from time to time to submit, upload, publish or otherwise make available to Dream Rides through the Dream Rides App any notes, messages, emails, photos, drawings, profiles, opinions, images, videos, audio files or other materials or information posted or transmitted through the Dream Rides App (**User Content**).

- 17.2 The User Content remains the Passenger's property. However, by providing the User Content to Dream Rides, the Passenger grants to Dream Rides a worldwide, perpetual, irrevocable, transferrable, royalty free license with the right to sublicense to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform and otherwise exploit in any manner User Content in all formats and channels now know or later devised without further notice or consent from the Passenger, and without the requirement of payment to the Passenger or any other party.
- 17.3 The Passenger warrants that:
- (a) It is the sole and exclusive owner of all User Content;
 - (b) the User Content will not infringe on any third party's rights; and
- 17.4 The Passenger agrees it will not publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, blasphemous, pornographic, or otherwise offensive User Content. Dream Rides may remove any such content at any time, in its discretion.
- 18. Termination**
- 18.1 A Passenger may terminate these Terms at any time with immediate effect, for any reason by requesting that your Passenger Account be closed by Dream Rides.
- 18.2 Dream Rides may, by giving written notice to the Passenger, terminate these Terms with immediate effect, in circumstances where:
- (a) it is necessary to comply with any relevant law;
 - (b) a Passenger ceases to be authorised under clause 5 of these Terms; or
 - (c) a Passenger breaches a material provision of these Terms and such breach is not capable of remedy.
- 18.3 Without limiting its other rights under these Terms, Dream Rides may restrict or deactivate the Passenger's, Passenger Account at any time, for any reason.
- 18.4 Upon termination of these Terms:
- (a) the Passenger will cease to be entitled to a Passenger Licence, and Dream Rides may block access to the Dream Rides App; and
 - (b) the Passenger will immediately pay to Dream Rides any outstanding amount due and owing to Dream Rides under these Terms.
- 18.5 Clauses 12, 13, 15, 16, 18 and 22 of these Terms will survive termination.
- 18.6 Termination of these Terms will not prejudice any of Dream Rides' rights that may have accrued prior to such termination.
- 18.7 Dream Rides may immediately suspend a Passenger Licence (including a Passenger Account) if:
- (a) it has been discovered and/or there is reasonable suspicion the Passenger Information or Payment Details provided are false; or
 - (b) a Passenger ceases to be authorised under clause 5; or
 - (c) the security on the Passenger Account have become compromised in some way.
- 18.8 Dream Rides may suspend, block, amend or update the App Services at any time (including without notice) for the purposes of:

- (a) making improvements to the App Services;
- (b) as required by the Governing Law; or
- (c) to protect a legitimate business interest.

19. Notices

19.1 All notices, requests and other communications required or permitted under these Terms must be in writing and sent to the recipient party as follows (as amended from time to time by the recipient party by notice to the other party):

- (a) to Dream Rides by email to: info@dreamrides.com.au;
- (b) to a Passenger by email or text message (SMS) to the email address or mobile number specified in the Passenger Information;

20. Entire Agreement

20.1 Except to the extent set out in these Terms:

- (a) the Terms constitutes the entire agreement between the parties with respect to its subject matter and contains all of the representations, undertakings, warranties, covenants, agreements and deeds of the parties;
- (b) the Terms supersedes all prior negotiations, contracts, arrangements, understandings, agreements and deeds with respect to the subject matter of these Terms;
- (c) there are no representations, undertakings, warranties, covenants or agreements or deeds between the parties, express or implied, except as contained in this Agreement.

20.2 Dream Rides may amend these Terms by providing the Passenger at least 30 days' written notice in the event of a material change to these Terms or policies. The Passenger's continued access or use of the Dream Rides App after such posting, or after the expiry of the notice period (whichever is later), constitutes the Passengers consent to be bound by the Terms as amended.

21. Relationship between the Parties

21.1 Nothing in these Terms is intended to constitute a fiduciary relationship or an agency, partnership or trust, and neither party has authority to bind the other party.

22. Governing Law and Disputes

22.1 These Terms will be governed by and construed in accordance with the laws of the area in which the Transportation Services or Other Services are performed and the Commonwealth of Australia, and the parties agree to submit to the exclusive jurisdiction of the courts of the area in which the Transportation Services are performed.

23. Force Majeure

23.1 A Force Majeure event means anything outside reasonable control of a party, including but not limited to:

- (a) acts of God, fire, flood, explosion, riots, war, rebellion, insurrection;
- (b) any legislation or regulation and any action or inaction of any government or government agency; or

- (c) any other event beyond the reasonable control of that party

(Force Majeure)

23.2 A party affected by Force Majeure must:

- (a) as soon as reasonably practicable after the Force Majeure event arises, notify the other party of the extent to which that party is unable to perform their obligations under these Terms; and
- (b) that party's obligation to perform their obligations will be suspended for the duration of the delay arising out of the Force Majeure event.