

TERMS AND CONDITIONS

INTRODUCTION

- 1) The domain name www.bustleBustle.com.au (Bustle) and associated website and or mobile telecommunications device App, (the Site) operate pursuant to the following terms and conditions of use, as amended and updated from time to time at the sole discretion of the operators of Bustle (the T&Cs).
- 2) Bustle is a registered business name, which, in addition to the Site, is owned and operated by the company Bustle Supply Pty Ltd (ABN: 19 609 031 129) (the Operator).
- 3) In viewing, or utilising the services available on Bustle and the Site in any way, a person so viewing, or utilising the Site is taken to agree to be bound by the T&Cs, and is taken to be aware of the T&Cs including but not limited to any notices, disclaimers, policies or conditions which may be applicable as amended from time to time.

GENERAL PROVISIONS

- 4) In the interpretation of the T&Cs, unless there is something in the subject or contents inconsistent therewith:
 - a. words importing the singular include the plural and vice versa;
 - b. words importing any gender include the other gender;
 - c. headings used in the T&C's are for convenience only and shall not be used in the interpretation or construction of the T&C's ;
 - d. reference to currency means Australian currency.
- 5) Unless contrary to the sense or context, any reference to a person includes that persons executors, administrators, liquidators, personal representatives, successors and assigns.
- 6) Bustle operates the Site to provide an introduction service to persons seeking to offer contracting services in the transport industry of any sort, (for example driving, or maintenance services) (the Services) to persons or entities (Principals) seeking to utilise those Services.
- 7) The Services include the provision of any lawful service relevant to the operation of the Transport industry in Australia by any person lawfully able to provide them.

- 8) Bustle facilitates in the provision of the Services by Contractors to Principals engaged in the Transport industry in Australia.
- 9) While Bustle specialises in the provision of the Services in accordance with clause 8 of the T&C's, Bustle will provide the Services to any interested person who accepts the T&Cs.
- 10) The Services provided by Bustle are on the basis of an introductory facilitation service to Principals seeking the Services of Contractors, and Contractors seeking to provide Services to Principals.
- 11) Contractors and Principals, together with any other person viewing the Site, are collectively referred to hereafter as Users of the Site.
- 12) Bustle and the Site operate to provide an interactive forum for Principals and or Contractors to place an advertisement either offering the Services, or alternatively seeking the Services.
- 13) Bustle and the Operators may permit additional commercial advertising to be posted on the Site.
- 14) Any advertisement that is not an advertisement offering or requesting Services as provided in clause [] and that does not otherwise comply with the T&C's is prohibited from being posted without the express prior consent in writing of the Operators.
- 15) All Principals or Contractors placing any advertisement on the Site, and any other Users, do so in accordance with these T&Cs, and accept that they are bound by the terms and conditions outlined herein.

REPRESENTATIONS AND LIABILITY

- 16) Neither Bustle nor the Operators make any representations of any kind as to the accuracy of any of the advertisements placed on the Site, and are not in any way, and cannot be construed as an agent of any Principal or any Contractor or any other Users of the Site.
- 17) The accuracy of an advertisement posted by Users of the Site, is solely and absolutely the responsibility of the User posting the advertisement.
- 18) Any User viewing any advertisement posted on the Site agrees that Bustle and or the Operators bear no liability of any kind in respect of any advertisement, and further agree that an advertisement posted by a Principal or Contractor, does not contain any representation from Bustle or the Operator, and further agree that neither Bustle nor the Operator make any

representation (express or implied) as to the accuracy of any information or representation contained in the said advertisements.

- 19) The Users of the Site acknowledge and accept that neither Bustle nor the Operator are involved in any subsequent transaction in any way, which may arise from the provision of the Services, between a Principal and a Contractor.
- 20) The Users acknowledge and accept that neither Bustle nor the Operator conducts a review of the accuracy of any advertisement posted by on the Site at any time, and further acknowledge and accept that there is no warranty or representation of any kind, by any person as to the accuracy of any of the advertisements (or the contents thereof) appearing at any time on the Site, including but not limited to the particular standard, quality, value or age of any aspect of the content of the advertisement.
- 21) The Users of the Site accept and acknowledge that neither Bustle nor the Operator make any representation as to any matter relating to a User, including but not limited to:
 - a. The ability of any Principal to accept any Services, and remunerate any Contractor for the provision of those Services;
 - b. The ability of any Contractor to provide any Services, and complete same within any period of time or at all;
 - c. The creditworthiness of any Contractor or Principal;
 - d. The qualifications or experience of any prospective Contractor;
 - e. The suitability generally of any Contractor responding to a Principal's advertisement for any particular Service which may be being requested by any Principal, or, the suitability or accuracy of any request appearing in a Principal's advertisement for any particular Service required.
- 22) The Users of the Site acknowledge and accept generally, that neither Bustle nor the Operator are liable to any person, for any loss or damage of any kind caused to any person, which may be caused by, or arise from in any way, any information which may appear on the Site at any time.
- 23) The Users of the Site acknowledge and accept that neither Bustle nor the Operator review or monitor any communications which might occur between any User's generally, or any communications which might occur as a result of the provision by Bustle to a Principal or a Contractor, or any other person, of any information of any kind.
- 24) The Users acknowledge and accept that neither Bustle nor the Operator are liable to any person, for any loss or damage of any kind caused to any person, which may be caused by, or arise from in any way, any communications which might occur between any User's generally, or any communications which might occur as a result of the provision by Bustle to a Principal or a Contractor, or any other person, of any information of any kind.

- 25) The Users acknowledge and accept that Bustle and the Operator reserve the right to conduct an audit of any information provided to them by any User, at any time for any purpose, and the Users further warrant and undertake that any and all information provided to the Bustle or the Operator, by the User is accurate.
- 26) The Users acknowledge and accept that any hyperlink contained in an advertisement which might appear at any time, is solely the responsibility of either the Principal or the Contractor (as the case may be) who posted the advertisement, and further, the Users acknowledge and accept that neither Bustle nor the Operator are responsible in any way for the content of any site which a User may view as a result of activating any hyperlink contained in an advertisement posted by a Principal, Contractor or any other User, and further, that neither Bustle nor the Operator are liable to any person, for any loss or damage of any kind caused to any person, which may be caused by, or arise from in any way, any use of any hyperlink contained in an advertisement posted by a Principal or a Contractor or any other User.
- 27) The Users acknowledge and accept that neither Bustle nor the Operator are liable to any person, for any loss or damage of any kind to any person, which may be caused by, or arise from in any way the use of any other hyperlink appearing on the Site which is not a hyperlink to which clause 26 applies.
- 28) By using the Site, Users warrant that they have attained the age of majority and otherwise possess any and all legal authority in order to seek or offer the provision of the Services.
- 29) For the avoidance of doubt, and to the extent permissible by law, neither Bustle nor the Operator are liable in any way for any loss for any loss or damage of any kind caused to any person, which may be caused by, or arise from in any way, any persons use or viewing of the Site.

SPECIFIC PROVISIONS RELATING TO PRINCIPALS

- 30) Principals may submit an advertisement to Bustle for posting, provided:
 - a. The draft advertisement is provided in electronic form to Bustle,
 - b. The draft advertisement contains the following information with the intention that the following information would be posted on the Site;
 - i. The address or suburb and city of the Services requested to be offered by Contractors;
 - ii. The dates between which the Services are required as may be applicable;
 - iii. The estimated hours of work required to be undertaken;
 - iv. The cost (or range as may be considered appropriate by the Principal), in Australian dollars, of the amount the Principals is prepared to offer for the requested Services for the requested period;

- v. If desired, no more than 5 photographs of any particular items relevant to the Services (for example, damaged equipment requiring repair), said photos to be in the electronic format options provided at the time of posting the advertisement;
- vi. At the point of posting the advertisement the Principal must provide a nominated email account for a prospective Contractor to contact the Principal.
- vii. The Principal will have an option to elect whether the nominated email account will appear on the advertisement. Such election is the absolute responsibility of the Principal.

31) The Principal must also provide to Bustle the Principal's name and contact details in the form of a nominated email account and telephone number, which will not be posted on the Site except in accordance with clause 30(b)(vi).

32) In sending a draft advertisement to Bustle a Principal warrants that;

- a. The information contained in the draft advertisement is true and correct;
- b. Nothing in the draft advertisement is unlawful in any way;
- c. Nothing in the draft advertisement could reasonably be considered to give rise to any liability of any sort to any person, save for any liability arising from any agreement for the provision of Services between any Principal and any Contractor which is created after the posting of any such advertisement;
- d. The Principal will not:
 - i. Disseminate any spam, chain letter, pyramid scheme or unsolicited offers of any kind;
 - ii. Disseminate any virus or other technologies that may harm Bustle or any other Users of the Site;
 - iii. Impose an unreasonable load on Bustle hardware or software which interferes with the proper working of the Site;
 - iv. Copy, modify or distribute any other Users of the Site's content without their prior consent;
 - v. Use any hardware or software of any sort to collect any other User's information or content from the Site, without the prior consent of the User;
 - vi. The Principal acknowledges and accepts that the Principal is solely responsible for the content of any information provided to Bustle, and any and all consequences which might be caused by, or arise from, the posting of that information on the Site;

33) In the event Bustle receives a draft advertisement from a Principal, Bustle or the Operators may, at their discretion:

- a. Post the advertisement on the Site;
- b. Decline to post the advertisement on the Site.

- 34) Subject to the content of Clause 43 hereof, the Principal acknowledges that Bustle or the Operator may elect, at their absolute discretion, to require the provision of a further fee (beyond that outlined in clause 43 hereof) payable by the Principal for the advertisement for the request of any of the Services on the Site, provided always that:
- a. Notice of the requirement and quantum of the further fee is provided prior to the posting of any advertisement;
 - b. Any further fee proposed to be charged is to be the subject of a further written agreement;
 - c. No further fee may be charged in respect of any advertisement which has been posted prior to the terms of the fee being agreed between the Principal and Bustle.
- 35) The Principals accept and acknowledge that in order to provide the access to the Site, to enable the request for the provision of Services, Bustle and or the Operators may be required from time to time to collect personal and or sensitive information from the Principal, and further the Principal consents to Bustle and or the Operators collecting the said personal and or sensitive information as may be required, and further consents to Bustle and or the Operators using the said personal and or sensitive information collected to provide the Services, in accordance with these T&Cs, and the Bustle Privacy Policy published on the Site and s amended from time to time.

SPECIFIC PROVISIONS RELATING TO CONTRACTORS

- 36) Contractors may offer an advertisement to Bustle for posting, provided:
- 37) The draft advertisement is provided in electronic form to Bustle to the relevant email address posted on the Site; and,
- a. The draft advertisement contains the following information with the intention that the following information would be posted on the Site:
 - i. The Services the Contractor is able to provide;
 - ii. The hours and dates between which the Contractor is available for the provision of the Services;
 - iii. The general location the Contractor is seeking to operate for the provision of the Services;
 - iv. The price, in Australian dollars per hour, that the Contractor is prepared to receive for the provision of the Services;
 - v. At the point of posting the advertisement the Contractor must provide a nominated email account for a prospective Principal to contact the Contractor. The Contractor will have an option to elect whether the nominated email account will appear on the advertisement. Such election is the absolute responsibility of the Contractor.

- b. The Contractor must also provide to Bustle the Principal's name and contact details in the form of a nominated email account, which will not be posted on the Site except in accordance with clause 37(b)(v).

- 38) In sending a draft advertisement to Bustle a Contractor warrants that:
 - a. The information contained in the draft advertisement for the provision of any Services is true and correct;
 - b. Nothing in the draft advertisement is unlawful in any way;
 - c. Nothing in the draft advertisement could reasonably be considered to give rise to any liability of any sort to any person, save for any liability arising from any agreement for the provision of Services between any Principal and any Contractor which is created after the posting of any such advertisement;
 - d. The Contractor will not:
 - i. Disseminate any spam, chain letter, pyramid scheme or unsolicited offers of any kind;
 - ii. Disseminate any virus or other technologies that may harm Bustle or any other User;
 - iii. Impose an unreasonable load on Bustle hardware or software which interferes with the proper working of the Site;
 - iv. Copy, modify or distribute any other User's content without their prior consent;
 - v. Use any hardware or software of any sort to collect any other User's information or content from the Site, without the prior consent of the User;
 - vi. The Contractor acknowledges and accepts that the Contractor is solely responsible for the content of any information provided to Bustle, and any and all consequences which might be caused by, or arise from, the posting of that information on the Site;

- 39) In the event Bustle receives a draft advertisement from a Contractor, Bustle or the Operators may at their discretion:
 - a. Post the advertisement on the Site;
 - b. Decline to post the advertisement on the Site.

- 40) Subject to the content of Clause 43 hereof, the Contractor acknowledges that Bustle or the Operators may elect, at their absolute discretion, to require the provision of a further fee (beyond that outlined in clause 43 hereof) from the Contractor for the Service, provided that:
 - a. Notice of the further fee is provided prior to the posting of any advertisement;
 - b. Any further fee proposed to be charge is to be the subject of a further agreement;
 - c. No further fee may be charged in respect of any advertisement which has been posted prior to the terms of the fee being agreed between the Contractor and Bustle.

- 41) The Contractors accept and acknowledge that in order to provide the access to the Site, to enable the request for the provision of Services, Bustle and or the Operators may be required

from time to time to collect personal and or sensitive information from the Contractor, and further the Contractor consents to Bustle and or the Operators collecting the said personal and or sensitive information as may be required, and further consents to Bustle and or the Operators using the said personal and or sensitive information collected to provide the Services, in accordance with these T&Cs, and the [] Privacy Policy published on the Site and s amended from time to time.

EXPRESS BUSTLE AND OPERATOR RETAINED RIGHTS

42) Notwithstanding anything appearing in these T&Cs, the following express rights are retained at all times by Bustle and the Operator:

- a. Bustle and the Operator may at their absolute discretion, accept or decline to post an advertisement offered by a Principal or a Contractor;
- b. Bustle and the Operator may remove an advertisement posted by a Principal or Contractor without notice to any person, provided Bustle or the Operator are reasonably of the view that the content, appearance or nature of the said advertisement gives rise to any risk that a User, Bustle or the Operator may be at risk of any liability of any sort, civil or criminal in any jurisdiction or location where the Site may be accessed by any person;
- c. Bustle and the Operator may at their absolute discretion deactivate and remove any advertisement posted by a Principal or a Contractor, in the event the said advertisement has reached 30 calendar days old from the date it was first posted;
- d. At its absolute and sole discretion, Bustle and the Operator may deactivate and remove any advertisement posted by a Principal or a Contractor on the provision of 2 calendar days notice sent to the email address provided by the Principal or the Contractor (as the case may be);
- e. Bustle and the Operator may at their absolute discretion, utilise the Site to display commercial advertising of any sort provided by a third party (Third Party Content).
- f. Any Third Party Content displayed on the Site shall be in accordance with the T&C's and with any additional terms and agreements contained elsewhere on the Site. Bustle does not and is not required, to monitor the Third Party Content nor any links to websites connected to any Third Party Content.
- g. The clauses of the T&C's in relation to representations and liability of advertisements posted by Principals apply to any Third Party Content contained on the site.

Notice of Default Fees Applicable & Payment Conditions

43) Notwithstanding anything else contained in these T&Cs, all Users of the Site expressly accept and acknowledge that unless as expressly varied or agreed, that they expressly accept and acknowledge the default payment conditions and processes of Bustle (Payment Conditions), are

incorporated into the functional operation of the Site, and expressly agree to the operation of same, namely;

- a. The collection of necessary information to facilitate the Payment Conditions;
 - b. The calculation of the fees payable by or to any of the Users through the Site for the agreement to provide any of the Services, and payment by one User to another in satisfaction of any agreement for the provision of any Services, including the provision of any GST obligations of the Operator arising from the operation of the Site as applicable to any particular transaction for Services;
 - c. The irrevocable requirement to make payments payable by one User to another in satisfaction of any agreement for the provision of any Services, including the provision of any GST obligations of the Operator arising from the operation of the Site, solely through the Site and utilising the Payment Conditions;
 - d. The transfer of any funds payable from one User to another as a result of a concluded agreement between one User and another, must occur on the date of the agreement to accept or provide the Services as the case may be;
 - e. Subject only to clause 48 hereof, there is no capacity to delay or hold up the payment from one User to another as a result of a concluded agreement between one User and another and that Users accept and acknowledge that they utilise the facilitation service provided by Bustle at their own risk in this respect;
 - f. The use by the Operators of a third party billing service provider for billing through the operation of the Site;
 - g. The Users agree to the Operator levying a charge on each and every transaction, in addition to any GST applicable and payable by the Operator (Operator Fee), and further that the Users, by utilising the Site agree to the levying of the Operator Fee without any further notice;
 - h. The Users agree that in addition to the Operator Fee, the Users agree to the third party billing service provider engaged from time to time by the Operator levying a charge on each and every transaction, inclusive of GST (Billing Party Fee), and further that the Users, by utilising the Site agree to the levying of the Billing Party Fee without any further notice.
- 44) All Users of the Site accept and acknowledge that unless as expressly varied or agreed, that the Operator Fee payable for the facilitation of the Services is to be calculated as 3 - 5% on top of the gross of the advertised transaction, exclusive of GST, and that any GST payable by the Operator for the Operator Fee will be levied on top of the said 3 - 5%. Refer table 44a.

A.

Drivers		
Bid Amount	Pay (ex GST)	Pay (incl. GST)
\$50.00	\$47.50	\$52.25
Support Services/Independants		
Bid Amount	Pay (ex GST)	Pay (incl. GST)
\$50.00	\$48.50	\$53.35

- 45) The Users accept and acknowledge that the User in receipt of any monies arising from the provision of the Services, will be charged as part of the Payment Conditions at the time of the transaction for the Services, and that the 3 - 5% on top of the gross of the advertised transaction exclusive of GST, and that any GST payable by the Operator levied on top of the said 3 - 5%, will be deducted from the sum of money paid by one User to another as the case may be at the time of the transaction arising from the Services. Refer table 44a.
- 46) All Users of the Site accept and acknowledge that unless as expressly varied or agreed, that the Billing Party Fee payable for the facilitation of the Services is to be calculated as 3 - 5% on top of the gross of the advertised transaction, inclusive of GST payable by the third party billing service provider.
- 47) The Users accept and acknowledge that the User in receipt of any monies arising from the provision of the Services, will be charged as part of the Payment Conditions at the time of the transaction for the Services, and that the 3 - 5% on top of the gross of the advertised transaction inclusive of GST, will be deducted from the sum of money paid by one User to another as the case may be, at the time of the transaction arising from the Services at the time of the agreement between the Users.
- 48) At the time of the payment, the Users accept and acknowledge that there is a 'discrepancy report' option in the Payment Conditions operation, which operates to provide a User with 24 hours to provide Bustle further information about the discrepancy so that it may be formally recorded, provided always that nothing in this clause can be construed as giving rise to any requirement on the part of Bustle or the Operator to audit or investigate or determine, any stated discrepancy, and that the Users accept and acknowledge that the fact of a discrepancy report does not, and cannot, operate to delay any transaction which has been entered.
- 49) The Users accept and acknowledge that the provision of fees to Bustle or the Operator by the Users pursuant to these T&C's is provided in valuable consideration for the use of the Site to

facilitate the provision of Services by one User to another, and that nothing in these T&C's or the conduct of Bustle or the Operator generally can be construed as giving rise to any obligation on the part of Bustle or the Operator to provide any Service save for the proper operation of the Site in accordance with these T&C's.

GOVERNING LAW & DISPUTES

- 50) These T&Cs are governed by, take effect and are to be construed in accordance with the law enforced in the State of Western Australia and the Users, Bustle and the Operator submit to the exclusive jurisdiction of the courts of the State of Western Australia.
- 51) Any person who may have a dispute with Bustle and or the Operator which touches upon, is caused by, or arises from these T&Cs or the operation of the Site in any way, must take all reasonable steps to resolve any such dispute by way of private mediation, prior to the commencement of any litigation, said private mediation to:
- a. Occur within 28 days written notice by the person or User to the Bustle and or the Operator detailing the precise nature of any dispute and the precise nature of any claim arising therefrom;
 - b. Occur within Western Australia, at a location otherwise at the discretion of the Bustle and or the Operator;
 - c. Be conducted by a mediator appointed by the President of the Law Society of Western Australia pro tem, and whose costs are to be paid by the parties equally;
 - d. Be engaged in by both parties in good faith, in an effort to resolve the dispute as efficiently as possible.

VARIATION & WAIVER

- 52) No variation of or addition to consent or cancellation or novation of these T&Cs and no waiver by any person of any of its rights hereunder shall be of any force or effect unless and until expressly agreed to by the Operator in writing.
- 53) Bustle and or the Operator have the express right to vary these T&Cs at any time without notice, and the posting on the Site of any amended or updated T&Cs is taken to be notice to all Users of the amended or updated T&Cs which are enforceable and of effect from the time and date of posting on the Site, irrespective of the date of positing of any advertising.
- 54) Any failure or omission by Bustle or the Operator at any time to:
- a. Enforce or require the strict observance of or compliance with any provision of these T&Cs; or,
 - b. Exercise any election or discretion under these T&Cs.

Does not operate as a waiver of them or of the rights of Bustle or the Operator , whether express or implied, or otherwise arising from these T&Cs in any way

INTELLECTUAL PROPERTY

- 55) Any User posting content in the form of an advertisement, or the provision of any comment on any forum which might appear on the Site, irrevocably consents to the use by Bustle of that content (without fee) for advertising and promotional purposes or the provision of the Services, by Bustle, at Bustle’s sole discretion.
- 56) The content of the Site, other than the content of advertisements or other material provided by Users is and remains the intellectual property of the Operator, and must not be reproduced without the prior written consent of the Operator.
- 57) Any and all Users of the Site, or any person provided with information of the Site or its operation, is taken to have read and understood these T&C’s and warrants that no steps will be taken to attempt to copy utilise or otherwise modify the source code or operating software of the Site in any way shape or form, or for any purpose whatsoever, and further any and all Users of the Site, or any person provided with information of the Site or its operation, further warrants and acknowledges that any and all the source code or operating software of the Site is and all times remains the valuable commercial property of the the Operator, said property which is integral to the ongoing operation of the Site and the ongoing commercial business of the Bustle and or the Operator. Any and all Users of the Site, or any person provided with information of the Site or its operation, acknowledge and accept that any step taken to attempt to copy utilise or otherwise modify the source code or operating software of the Site in any way shape or form, or for any purpose whatsoever may occasion future economic loss to the Bustle and or the Operator, and that any such persons taking such steps do hereby indemnify Bustle and or the Operator against any such loss.

SEVERABILITY

- 58) If any part of these T&Cs are or become illegal, invalid or unenforceable in any relevant jurisdiction, the legality, validity or enforceability of the remainder of these T&Cs are not affected and these T&Cs must be read as if that part had been deleted.