

TRANSDEV FERRY ON DEMAND APP AND SERVICES TERMS AND CONDITIONS OF USE

Acknowledgement and Acceptance

The use of the App and the Services is governed by the terms and conditions set out below, as updated by Transdev from time to time. By downloading the App and/or using the Services, a User is taken to have accepted the terms and conditions in their entirety and a contractual relationship is formed between the User and Transdev. A User is responsible for their compliance with these terms and conditions (including any updated versions).

PLEASE ENSURE YOU READ AND UNDERSTAND THE TERMS AND CONDITIONS FULLY BEFORE USING THE APP OR THE SERVICES.

If a User does not agree to these terms and conditions they must not use the Services or the App. These terms and conditions supersede any prior arrangement between the User and Transdev and Transdev may at any time update these terms, cease offering some or all of the Services or terminate the contractual relationship established above. Amendments to these terms and conditions will be published on the Transdev website and continued use of the App or the Services by the User is taken as acceptance of the amendments.

Users will require their own internet connection to use the application and will be responsible for any associated costs of data use. Users are responsible for enabling notifications from The App to ensure Users receive confirmation of the booking, notifications in relation to their trip any other updates or notifications from Transdev, Tranzer and Transport for NSW from time to time. Users may choose not to enable notifications however by doing so, User acknowledges that their use of the App may impact their use of the Services.

In addition, supplemental terms may apply to certain services, such as the use of WiFi on the Vessels – these will be made available by Transdev on their website or at the time of use.

Definitions

In these terms and conditions, the following terms and definitions apply unless otherwise stated:

“App” means the Tranzer customer applications available for download from the Google Play and Apple iTunes stores.

“Associated Parties” include Transdev’s related entities, its contractors and subcontractors.

“Bays Precinct” means the geographical zone the App Services are available in Glebe, Pyrmont and Barangaroo, NSW.

“Booking” means a confirmed agreement for Transdev to pick up the User at a nominated time and location and transport them to an agreed location.

“Conditions of Carriage” means the Conditions of Carriage applicable to Users when using the Services, available on the Ferry On Demand website: www.ferryondemand.com.au

“Master” means the driver of the Vessel.

“Services” means the provision of Ferry On Demand transport services by or on behalf of Transdev within the Bays Precinct and available to be booked by the User.

“TfNSW” means Transport for NSW, a corporation constituted under the Transport Administration Act 1988 (NSW), on behalf of the State of New South Wales, of 18 Lee Street, Sydney NSW.

“Transdev” refers to Transdev Sydney Ferries Pty Ltd (ACN 156 137 236) the operator of the Services in the Bays Precinct under contract with TfNSW.

“User” means any individual that downloads the App and/or uses the Services.

“Vessel” means a vessel used by Transdev to provide the Services and includes a ferry.

Description of the Services

Account requirements

To use the Tranzer app, Users will need to create an account in the App. To create an App account, Users must not be under 16 years old. The creation of an account will require the provision of Personal Information and payment methods. Transdev will treat all Personal Information provided by the User in accordance with our Privacy Policy – <https://www.transdev.com.au/privacy-policy/> (see further details below). Bookings can also be made by using the kiosk at the relevant wharves or over the phone by calling 1800 517 431 during business hours.

By becoming a User, individuals warrant that they have the right, authority and capacity to enter into and abide by these terms and conditions and agree not to allow any other person access to their account.

TRANSDEV DOES NOT WARRANT THAT THE APP OR THE SERVICES WILL BE ACCURATE, RELIABLE, SECURE, ACCESSIBLE OR FREE FROM ERRORS OR DEFECTS. IT IS THE RESPONSIBILITY OF THE USER TO INVESTIGATE WHETHER USE OF THE SERVICES WILL MEET THEIR REQUIREMENTS.

Bookings

When is a Booking made?

A Booking is made on confirmation from Transdev (either through the App, by the wharf kiosk or over the phone) and notification of the estimated pick up time is provided. Until a User has received this notification, no Booking will be accepted by Transdev. For Bookings made via the App, it is the responsibility of the User to (a) ensure they receive email or in-App confirmation of the Booking and (b) to print or present this out as evidence of a Booking and to use as a ticket for the Service.

Multiple Passengers

Users must nominate at the time of Booking if booking a trip for additional passengers to that User. A User acknowledges that a failure to notify Transdev at the time of arranging the Booking may entitle Transdev to refuse carriage to the additional passengers and/or cancel the Booking in its entirety.

Specific Assistance

Users who require assistance with boarding should notify the onboard staff, who will endeavour to assist in accordance with their training and WHS Law. If offered in the Bays Precinct, a wheelchair accessible service needs to be notified by a User at the time of Booking. Assistance animals are welcome on board the Service. See the Conditions of Carriage on the website for full requirements.

Seat allocation

The Services currently do not provide for allocated seating and it is therefore the responsibility of the User to select a seat when they board the Vessel. The safety of the User, including the use of lifejackets, is the responsibility of the User in all circumstances. Users must follow the instructions of the Master (or any other Transdev employees) at all times when onboard the Vessel.

Changes to Bookings

Users are unable to cancel a Booked Service using The Tranzer app without incurring any costs. Users who book a journey using the wharf kiosk or by calling the Customer Service line may choose to cancel their journey by not turning up to the wharf.

No fees will apply where a User is absent and the Vessel arrives at the designated pick up wharf.

Fares and Charges

Fares for the Services are displayed on the Transdev website and consist of a set fee per trip. Fares are determined by TfNSW and may be changed from time to time – current pricing will be available on the Transdev website and in the App prior to a Service commencing. Unless otherwise stated, fares are inclusive of all taxes and booking fees.

The applicable fare will become due and payable to Transdev on the later of:

- For Users who nominate to pay online through the App (being Visa, Mastercard or American Express) on completion of the Booking;
- For Users choosing to make a cash payment in the Bays Precinct, upon boarding the Vessel

Payments will be processed in accordance with the method of payment nominated at the time of Booking by the User. A failure to pay for the Services when they become due and payable will entitle Transdev to cancel the Booking and/or refuse carriage of a User. Receipts will be issued by the App or to the User on payment of the Fare onboard.

Where available, if a User books a concession fare, that User must carry evidence of their valid concession entitlement with them at all times when using the Service and this must be clearly displayed to the Master or other Transdev employee on request. If a User fails to provide a valid concession entitlement Transdev reserve the right to either (a) charge a full fare or (b) refuse carriage at Transdev's discretion. Accepted concession entitlements can be found on the TfNSW website: <https://transportnsw.info/tickets-opal/ticket-eligibility-concessions>

Transdev reserve the right to charge additional cleaning and repair fees to cover the cost of any significant damage, soiling or graffiti caused directly by a User (excluding fair wear and tear).

Conditions of Carriage

When using the Services, you agree to abide by all relevant regulations and policies, including but not limited to those set out in the Passenger Transport Regulations 2014 (NSW), Transdev's Conditions of Carriage and TfNSW's travel courtesy and etiquette guidelines.

Transdev's Conditions of Carriage can be found on Transdev's website and set out Transdev's policies including those in relation to passenger behaviour and the carriage of children, luggage and assistance animals.

A failure to abide by any of the above may result in Transdev prohibiting a User from using the Services.

Privacy and Personal Information

Use of the App or Transdev website may require individuals to disclose personal information when creating their user profile. The application will also collect information about the Users use of the Services, including trips booked and payments made. Any Personal Information received by Transdev will be treated in accordance with our privacy policy, located on our website - <https://www.transdev.com.au/privacy-policy/> Users are responsible for any Personal Information they disclose to third parties through their use of the application, for example the use of Tranzer (for processing of bookings and payment of fares).

In addition, the Personal Information of a User may be provided to third parties, such as TfNSW, as well as Transdev's insurers and external legal advisors, in the event of a claim or accident.

Personal Information (information or an opinion about passengers), collected from Users, such as name, date of birth, contact details, or sensitive personal information (including information about mobility/accessibility requirements) (together Personal Information) collected by Transdev may be disclosed to Transport for New South Wales (TfNSW).

TfNSW may disclose such Personal Information to other Australian government agencies. These government agencies may use Personal Information for any purpose relating to the exercise of their government functions. Such Personal Information may also be disclosed to other third parties if required by law. TfNSW may also use passenger contact details to conduct surveys relating to the provision of the Service provided by Transdev.

By using the Services provided by Transdev, Users consent to the collection, use and disclosure of their Personal Information in the manner outlined above.

Ownership of Intellectual Property

All IP associated with the Services is owned by Transdev, its Associated Parties or TfNSW unless otherwise specified. Through these terms and conditions, the User is granted a revokable, non-perpetual, non-exclusive licence to use the App for the purposes outlined above and no other purpose. Transdev and TfNSW give no warranties, and will not in any circumstances be liable for, the infringement of third party IP rights in relation to the Use of the App.

Any material (other than Personal Information) uploaded by the User will become the property of Transdev. This includes feedback comments, ratings of Transdev drivers or Services and promotional materials uploaded onto social media sites and pinned to the Services. By uploading any images or

other materials onto public areas of the application, the User consents to the use of these in promotional material or other publications by Transdev.

Limitation of Liability

Transdev will, at all times, use best endeavours to deliver the Services in line with these terms and conditions, the Conditions of Carriage and the Customer Charter.

TO THE EXTENT PERMITTED BY LAW, TRANSDEV AND ITS ASSOCIATED PARTIES ARE NOT LIABLE FOR ANY LOSS (INCLUDING DIRECT OR INDIRECT LOSSES, DAMAGE, LIABILITY OR EXPENSES ARISING NATURALLY FROM THE PERFORMANCE OR NON-PERFORMANCE (INCLUDING ANY NEGLIGENT OR WILFUL ACT OR OMISSION) ANY BREACH OR DEFAULT BY TRANSDEV OR A THIRD PARTY) CAUSED BY OR CONTRIBUTED TO BY THE USER'S USE OF THE APP OR THE SERVICES.

WITHOUT LIMITING THIS SECTION, TRANSDEV WILL NOT BE LIABLE FOR ANY COSTS INCURRED BY A USER AS A RESULT OF A CANCELLED SERVICE, INCLUDING CONSEQUENTIAL DAMAGES OR THE COST OF ALTERNATIVE TRAVEL ARRANGEMENTS, INCLUDING WITHOUT LIMITATION FOR ANY FAILURE TO MEET A SUBSEQUENT JOURNEY ON ANY FORM OF TRANSPORT.

SUBJECT TO THE BELOW, IN NO EVENT WILL TRANSDEV'S LIABILITY TO A USER EXCEED AUD\$1,000 IN RELATION TO ANY INCIDENT OR CLAIM.

The limitations under this section do not purport to limit liability or reduce your rights as a consumer that cannot be excluded under the consumer law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to (i) cancel your service contract with us; and (ii) a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

To the extent permitted by law, a scheme under Part 4 of the Civil Liability Act 2002 (NSW) is excluded in relation to all and any rights, obligations or liabilities for either party under this Agreement whether those rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.

Indemnity

YOU AGREE TO INDEMNIFY TRANSDEV, TFNSW AND ASSOCIATED PARTIES, AS WELL AS THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, LIABILITIES, LOSSES AND EXPENSES ARISING FROM OR IN CONNECTION WITH:

- (a) YOUR USE OF THE APP AND/OR THE SERVICES;**
- (b) YOUR BREACH OR VIOLATION OF ANY OF THESE TERMS;**
- (c) TRANSDEV'S USE OF INFORMATION PROVIDED BY YOU (PROVIDED THIS IS IN ACCORDANCE WITH OUR PRIVACY POLICY); OR**

(d) YOUR VIOLATION OF THE RIGHTS OF ANY THIRD PARTIES, INCLUDING THIRD PARTY PROVIDERS AND OTHER USERS.

Dispute Resolution

Transdev value feedback, questions and concerns from Users in relation to the App and the Services and will endeavour to respond to all genuine enquiries as soon as possible.

All feedback and enquiries should be lodged at first instance using the Transport for NSW Infoline:

- Online feedback form: <https://transportnsw.info/contact-us/feedback/point-to-point-feedback>
- Phone: 131 500

Notices/Communications

Transdev can be contacted directly through the following avenues:

Phone: (02) 8113 3002

Email: feedback@harbourcityferries.com.au

Address: Level 2, 400 Barrangaroo Avenue, Barrangaroo NSW 2000

Transdev will send notices to Users both by email and via the phone. It is Users responsibility to ensure the email address provided is both valid and regularly monitored.

General Provisions

Relationship between the Parties

In relation to the performance of Services, Transdev will provide the Services as an independent contractor and nothing in these Terms and Conditions will be construed so as to constitute Transdev as an employee of the User or constitute a partnership between the parties or so as to constitute either party as the agent or legal representative of the other party.

Applicable Law

The use of the App and the Services will be governed and construed in accordance with the laws of New South Wales and the User submits to the non-exclusive jurisdiction of the courts of that State.

Entire Agreement

This document records the entire agreement between the parties. The parties exclude all terms implied by law, where possible. Neither party has given any warranty or made any representation to the other party about the Services, other than those warranties and representations expressed in this document.

Severance

In the event that any term should be held to be unenforceable that term shall be read down or severed and the remainder of these terms and conditions shall continue to apply to the Services.