



Drively Car Subscription Agreement

RENTAL AGREEMENT

This rental agreement is entered into between Drively and the Customer (each, a “**party**” and collectively, the “**parties**”) for the rental of the Vehicle on the following terms and conditions (**Terms and Conditions**).

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Accident	<p>an unintended and unforeseen incident, including:</p> <ol style="list-style-type: none"> 1. a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure; 2. rollovers; and 3. weather events, including hail Damage, <p>that results in Damage or Third Party Loss.</p>
Authorised Driver	<p>a person with a valid licence to drive in the jurisdiction the Vehicle is being driven in, who has been verified by Drively in accordance with its policies and approved as a driver of the Vehicle</p>
Damage	<p>means:</p> <ol style="list-style-type: none"> 1. any loss or damage to the Vehicle including its parts, components and accessories, including the GPS unit, that is not fair wear and tear; 2. towing and salvage costs; 3. assessing fees; and 4. Loss of Use, <p>and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Vehicle unroadworthy is not fair wear and tear.</p>
Damage Cover	<p>the cover the Customer and an Authorised Driver have for Damage, theft, attempted theft and Third Party Loss under clause 5, subject to the Damage Cover Exclusions in clause 7.</p>
Damage Excess	<p>the amount, including GST, up to which the Customer must pay Us in the event of an Accident or attempted theft that causes Damage or Third Party Loss, or the Vehicle has been stolen and not recovered.</p>

Designated Location	the designated location at which the Vehicle is to be collected or returned to Drively by the Customer, or such other location as parties may agree.
Drively, We, Us, Our	Drively ABN 28476873870.
Drop-off Time	the time and date of which the later of the parties have confirmed via the Platform the return of the Vehicle to Drively at the Designated Location.
Customer	the person, whose particulars are set out in this contract, who is renting or intending to rent a Vehicle.
Vehicle	the Vehicle that is rented out to the Customer by Drively.
Overhead Damage	<ol style="list-style-type: none"> 1. Damage to the Vehicle; and 2. Third Party Loss, <p>caused by:</p> <ol style="list-style-type: none"> 1. contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path; 2. objects being placed on the roof of the Vehicle; or 3. the Customer or any person standing or sitting on the roof of the Vehicle.
Personal Information	has the meaning given in the Privacy Act 1988 (Cth)
Policies	the policies imposed by Drively on Customers from time to time, as set out on the Platform and in clause 5.
Privacy Policy	Drively's Privacy Policy available at drively.au
Rental Period	the period of hire for the Vehicle as agreed between the parties, or the date and time the Vehicle is returned to Drively.
Serious Breach	a breach of any of the following:

1. clauses 4.1, 4.2, 4.3 or 5 that causes Damage, theft of the Vehicle or Third Party Loss; or
2. clause 8 (all parts) that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim.

Terms	these Terms and Conditions, the terms of use of the website, as modified or amended by Drively from time to time.
Third Party Loss	loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.
Rental Fee	the fees payable to Drively for the rental of the Vehicle by the Customer, exclusive of any service fees or other fees payable to Drively or any other third party.
Unsealed Road	a road, other than a road that is undergoing temporary roadworks, that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.
Vehicle	a motor vehicle and registered with the relevant state road authority as being operated by Drively for rent.

1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it.

1.8 A reference to writing or written includes email.

1.9 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. RENTAL OF VEHICLE

2.1 Drively shall hire the Vehicle to the Customer for the Rental Period, subject to the Terms.

2.2 The parties agree that they shall at all times abide by the Terms and the prevailing Policies.

2.3 The Vehicle shall at all times remain the property of Drively, and the Customer shall have no right, title or interest in or to the Vehicle (save the right to possession and use of the Vehicle during the Rental Period, subject to the terms and conditions of this agreement).

2.4 The risk of loss, theft, damage or destruction of the Vehicle shall pass to the Customer at the Pick-Up Time. The Vehicle shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Vehicle is in the possession, custody or control of the Customer, until the Drop-off Time.

2.5 The parties agree that they shall at all times, comply with any applicable laws or regulations, including any laws or regulations.

3. FEES

3.1 In consideration of the hire of the Vehicle to the Customer for the Rental Period, the Customer shall pay the fees to Drively.

3.2 The parties acknowledge and agree to pay any additional fees set out in the Policies, including any fees payable to the other party for additional mileage, late return, car breakdown or any other failure to comply with the Terms and/or the Policies.

3.3 All payments to be made by either party under this agreement shall be made without withholding or set off on account of disputes, counterclaims or for any other reason whatsoever.

4. CUSTOMER'S RESPONSIBILITIES

4.1 The Customer shall during the term of this agreement:

1. have a current valid license to drive the Vehicle which has been submitted to Drively for verification, and which is:
 1. issued in an Australian state or territory or an international license (with a valid International Driving Permit or an approved translation into English if the license is not issued in English);
 2. appropriate for the class of the Vehicle; and
 3. not subject to any restriction or condition;
2. ensure that the Vehicle is used in a proper and skilful manner, and at all times in accordance with the Policies and the Terms, and the Vehicle's manufacturer requirements, recommendations and instruction manuals;
3. ensure that the Vehicle is operated only by an Authorised Driver

4. ensure that all applicable rules and regulations, including any road traffic codes or rules of conduct in the relevant state jurisdiction are complied with;
5. maintain cleanliness and cosmetic condition at its own expense and return the Vehicle in the same condition as at the Pick-Up Time (fair wear and tear only excepted, in accordance with the Policies);
6. keep Drively fully informed of all material matters relating to the Vehicle, including complying with any applicable Policies regarding the reporting of any accident, damage or loss to the Vehicle; and
7. comply with all Policies regarding the pick-up and drop-off of the Vehicle from and with the Drively;

4.2 During the term of this agreement, the Customer must not:

1. allow the Vehicle to be driven by any person who is not an Authorised Driver, and note that doing so constitutes a Serious Breach of Contract;
2. drive the Vehicle on:
 1. an Unsealed Road;
 2. roads that are prone to flooding or are flooded;
 3. beaches, sand dunes, streams, rivers, creeks, dams or off-road;
 4. any road where the police or an authority has issued a warning;
 5. any road that is closed; or
 6. any road where it would be unsafe to drive the Vehicle.
3. use the Vehicle in any alpine resort during the gazetted snow season or in any other area under conditions where a reasonable person would use snow chains;
4. part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet, sublet or lend the Vehicle or allow the creation of any mortgage, charge, lien or register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 2009 (Cth), without the prior written consent of the Drively;
5. drive the Vehicle whilst their driver's license is cancelled or suspended, including as a result of an accumulation of demerit points;
6. use the Vehicle:
 1. for any commercial or non-personal use (including but not limited to using the Vehicle as a private hire vehicle, or carry any passengers for payment of any kind or for rideshare purposes);
 2. when it is damaged or unsafe;
 3. for any illegal purpose;
 4. to move dangerous, hazardous, biohazardous, infectious, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;

5. to propel or tow another vehicle or a trailer;
6. to carry or transport illegal drugs or substances; or
7. in connection with the motor trade for experiments, tests, trials or demonstration purposes;
7. use the Vehicle to carry:
 1. more than the number of passengers for which the Vehicle is licensed; or
 2. any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licensed.
8. make any alterations to the Vehicle;
9. affix or install any accessories, equipment or devices on to the Vehicles without the Drively's prior written consent;
10. deliver up the Vehicle at the end of the Rental Period at the Designated Location in a tardy or late manner in contravention of the Policies, failing which the Policy on late returns shall apply; and
11. drive the Vehicle:
 1. whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;
 2. recklessly or dangerously; or
 3. whilst there is Damage to the Vehicle, or it is unroadworthy or unsafe.
12. fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
13. use a mobile phone:
 1. to make or receive a phone call, perform any audio function or as a navigational device, **unless** the Vehicle is stationary and the body of the phone is secured in a mounting affixed to the Vehicle and its use does not require manual operation of the phone; or
 2. to send a text message, video message, email or similar communication **unless** the Vehicle is parked.
14. damage the Vehicle deliberately or recklessly or allow anyone else to do so;
15. modify the Vehicle in any way;
16. sell, rent, lease or dispose of the Vehicle;
17. use the Vehicle to move infectious, biohazardous or biomedical waste, **unless** specifically approved by Us.

4.3 The Customer shall during the term of this agreement:

1. ensure the Vehicle is locked when not in use or unattended and the keys or remote control device **must** be kept in the Customer's possession, or that of any Authorised Driver, at all times and never left in the ignition or in the car when the Vehicle is unattended; and
2. take reasonable care of the Vehicle by:
 1. preventing it from being damaged;
 2. making sure that it is protected from the weather;
 3. maintaining the engine and brake oils and coolant level and tyre pressures;
 4. using the correct fuel type; and
 5. making sure it is not overloaded.
 6. periodically wash the exterior so as to avoid paint damage
 7. periodically clean the interior so as to avoid unnecessary degradation

4.4 Unless specifically approved by Drively, the Customer **must not**:

1. use the Vehicle for transporting any pets or animals, except assistance animals;
2. smoke in the Vehicle and the Customer **must** take reasonable steps to prevent passengers from doing so; or
3. use the Vehicle to move infectious, biohazardous or biomedical waste.

Additional cleaning, disinfection and deodorising charges as set out in the Policies will apply.

4.5 The Customer must pay all tolls, speeding and traffic fines and infringements as well as any fines or charges imposed for parking or using the Vehicle or release of the Vehicle if it has been seized by a regulatory authority. An administrative fee applies if We are required to nominate the Customer as the responsible driver if any toll, fine or infringement is unpaid.

5. POLICIES

5.1 Policies are set out on the Website

1. The Policies that apply to the agreement between the Customer and Drively for the term of the agreement are set out in detail on the website and will be strictly enforced for compliance. All the policies can be found at drively.au
2. The Policies may be amended from time to time, and the Customer should refer to the Website for the current version. If there is any inconsistency between these Terms and Conditions and the Platform, those on the website will prevail.
3. A breach of any Policy is a Serious Breach of the agreement.
4. Drively will inform the Customer of updates to the Policies via email.

5.2 Vehicle cleanliness Policy

Drively will deliver a clean car to customers and expect a clean car in return. If Drively receives a dirty car from a customer, they can charge the customer for cleaning fees.

HOW DO I DOCUMENT THE CAR'S CONDITION?

It is mandatory that Customers take photos of the car's condition on pickup. We suggest taking interior photos of the middle console, front seats and floor, and the back seats and floor. We also suggest taking exterior photos of the driver side, passenger side, front, and back of the car as well. The more photos you take, the better. Be sure to capture the same views of the car in both the pre- and post-term photos so that it's easy to compare the two.

WHY ARE PHOTOS IMPORTANT?

In the event of a dispute, Drively will use photos to determine if a customer should be charged a cleaning fee. Customers who take multiple, clear, consistent photos of a car's condition have verifiable proof of the car's condition at the start and end of a rental period.

CLEANING FEES AND FINES

The levels of cleaning and the eligible reimbursement amounts are as follows:

INELIGIBLE FOR REIMBURSEMENT

Minimal amounts of trash. Small amounts of crumbs, sand, or dirt on floor mats that can be shaken off or vacuumed out. Small marks that can be cleaned off easily by hand.

MODERATE CLEANING - UP TO \$150

Car exterior is returned significantly* dirtier than it was received (e.g. dirt on car body, wheels, or windows). Floor mats or upholstery are returned significantly* dirtier than they were received (e.g. requires more than a shake-out to be restored to original condition). Large amounts of food, dirt, or mud that cannot be shaken out and must be heavily vacuumed to remove. Light stains or residue on hard surfaces (e.g. liquid spills or sticky substances).

*Drively will use its discretion to determine what is considered significant.

HEAVY CLEANING - \$400

Major stains or residue on seat fabric or other hard-to-clean surfaces. Pet Hair Smoke scent /physical remnants of smoking.

5.3 Pick up & Drop off policy

1. Taking pre- and post-term photos are the key to a successful vehicle pickup and drop off.

At pick up:

1. Customer to show Drively a valid driving license
2. Customer to inspect the car to understand how it operates
3. Customer to take picture of the dashboard to capture mileage and fuel level (optional)
4. Customer to take photos of the car's interior and exterior and be sure to capture any pre-existing damage so that they are not held responsible for it (mandatory)

2. At drop off:

1. Customer to take photos of the car's mileage and fuel levels

2. Customer to take photos of the car's interior and exterior to document its condition (mandatory)
3. Clean the car as required

5.5 Fuel Policy

It is the responsibility of the customer to ensure the car's fuel tank is filled upon return. If the car is returned with less than a full tank, Drively will charge the customer the actual cost of filling up the tank completely, plus an additional \$50 in administration fee.

5.6 Wear & Tear Policy

1. Normal "wear and tear" that results from the normal use of the Vehicle is an inherent part of using a car.
2. The Customer is not responsible for wear and tear or mechanical failure resulting from normal usage of the car.
3. However, the Customer is fully responsible for, and Drively does not provide any protection to the Customer for:
 1. any Damage related to misuse or arising from a Serious Breach;
 2. serious Damage to the interior of the Vehicle, including gouges, tears, and punctures that is not caused by an accident; and
 3. any mechanical Damage resulting from the Customer's negligence, intentional acts, or improper driving (for example, clutch Damage from rough driving, suspension Damage from running over speed bumps at high speed or into curbs, Underbody and Overhead Damage;
 4. glass/window damage, e.g. windscreen cracks or chips.
4. The Customer is to notify Drively as soon as possible if any maintenance or repairs are required, for instance if the Vehicle notifies the Customer that service is due, or any irregular noises or loss of functionality occurs. The Customer must not drive the Vehicle until such time as the problem has been rectified, or Drively has advised the Customer it is authorised to do so.

5.7 Mileage Policy

A Drively car includes up to 20,000 kms p.a. In the event that the customer drives more than this (noting it is pro rata in the event of a shorter rental term), the Customer must notify Drively and pay the excess mileage fee.

The additional mileage fee above 20,000 kms p.a. is **0.20\$/km** for all vehicles.

6. DAMAGE COVER

6.1 Standard Damage Cover is included in the Rental Charges.

6.2 Subject to these Terms and Conditions, the Customer will be indemnified for any Damage to the Vehicle, its theft and Third Party Loss but the Customer **must** pay up to the Damage Excess shown on the Rental Agreement for each Accident or theft claim **unless**:

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1. Drively agrees the Customer was not at fault; and
2. the other party was insured, and their insurance company accepts liability.

6.3 Unless the Customer has expressly authorised a charge to their credit card at an earlier time an amount up to, but not exceeding, the Damage Excess will be charged to their credit card:

1. for single vehicle Accidents, after a repairer's estimate or tax invoice verifying the amount charged for Damage has been sent to the Customer;
2. if the Vehicle has been stolen, after Drively have made reasonable enquiries and in their opinion, it is unlikely the Vehicle will be recovered; and
3. for Accidents in which there is also Third Party Loss, after Drively have made an estimate of the Customer's total liability. Supporting documents and particulars of the claim for Third Party Loss will be forwarded to the Customer as soon as practicable.

7. DAMAGE COVER EXCLUSIONS

7.1 Even if the Damage Excess has been paid, there is no Damage Cover, and the Customer is liable for:

1. Damage or Third Party Loss arising from:
 1. a Serious Breach of the Rental Contract; or
 2. the use of the Vehicle by any driver who is not an Authorised Driver or who is less than 21 or more than 75 years of age;
2. Overhead Damage;
3. Underbody Damage;
4. Damage caused by:
 1. immersion of the Vehicle in water;
 2. use of the incorrect fuel type;
5. damage to the tyres of the Vehicle, other than by normal wear and tear

7.2 There is also no Damage Cover for:

1. the full cost of replacing or repairing any accessories supplied by the Drively including, but not limited to GPS units, lost keys, keyless start and remote control devices;
2. personal items that are left in or stolen from the Vehicle or for loss or damage to property belonging to or in the custody of:
 1. the Customer;
 2. any relative, friend or associate who ordinarily resides with the Customer or with whom the Customer ordinarily resides; or
 3. the Customer's employees;
3. glass and window damage.

8. ACCIDENT AND THEFT REPORTING

8.1 If the Customer has an Accident or if the Vehicle is stolen, the Accident or theft must be reported to Drively as soon as practicable but in no case more than 24 hours of it occurring and fully complete an Accident/Theft report form. Extenuating circumstances warrant the Customer to waive this requirement, e.g. in the event of injury.

8.2 If the Vehicle is stolen or if the Customer has an Accident where:

1. any person is injured;
2. the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
3. the other party appears to be under the influence of drugs or alcohol,

the Customer **must** also report the theft or Accident to the Police.

8.3 If the Customer has an Accident they must:

1. exchange names and addresses, phone numbers and email addresses with the other driver;
2. take a photo of the other driver's license;
3. take the registration numbers of all vehicles involved;
4. take as many photos as is reasonable showing:
 1. the position of the Vehicles before they are moved for towing or salvage;
 2. the Damage to the Vehicle;
 3. the damage to any third party vehicle or property; and
 4. the general area where the Accident occurred, including any road or traffic signs;
5. obtain the names, addresses, phone numbers and email addresses of all witnesses;
6. forward all third party correspondence or court documents to the Drively within 7 days of receipt; and
7. co-operate with Drively in the prosecution of any legal proceedings that may be instituted or the defence of any legal proceedings which may be instituted against the Customer as a result of an Accident, including attending:
 1. the office of the lawyer for Drively; or
 2. any Court hearing.

8.4 The Customer must not:

1. make any admission of fault;
2. promise to pay any claim for Third Party Loss; or
3. release the other party from any liability to pay for Damage as a result of an Accident, theft of attempted theft.

10. LIMITATION OF LIABILITY

10.1 The Customer has consumer rights conferred by the Australian Consumer Law and neither this clause nor any other provision of the Terms or the Policies excludes, restricts or modifies any implied terms, guarantees or rights the Customer may have under those laws or any other Federal, State or Territory legislation.

10.2 Subject to clauses 10.1 and 10.3, neither party shall be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

1. loss of profits, sales, business, or revenue;
2. business interruption;
3. loss of anticipated savings;
4. loss or corruption of data or information;
5. cost of substitute products or services;
6. loss of business opportunity, goodwill or reputation; or
7. any incidental, special, indirect or consequential loss or damage

10.3 Nothing in this agreement shall limit or exclude any party's liability for:

1. death or personal injury resulting from negligence;
2. fraud; and/or
3. any other matter in respect of which any party is prohibited under applicable law from limiting or excluding liability.

11. TERMINATION

11.1 This agreement shall commence upon the signing by both the Customer & a representative of Drively and shall continue until such time the Vehicle is returned, unless terminated earlier in accordance with this clause 11.

11.2 A party may terminate this agreement in accordance with the applicable Policies. This agreement shall terminate with immediate effect upon such cancellation.

11.3 Termination of this agreement shall be without prejudice to the rights and obligations of the parties accrued up to the date of termination.

11.4 Termination of this agreement shall not affect the continuation in force of clause 11 and any other clause of this agreement which is expressed or by its nature intended to continue in force notwithstanding termination of this agreement.

11.5 Upon termination of this agreement:

1. to the maximum extent permitted by the Australian Consumer Law, the Customer shall not be entitled to any refund for the Rental Fee (in whole or in part) unless provided for in the applicable Policies; and
2. where the Customer has collected the Vehicle from Drively, the Customer shall immediately return the Vehicle to Drively in accordance with the Policies.

12. SERIOUS BREACH

12.1 A serious breach of this Rental Agreement occurs when the Customer:

1. Commits a Breach that can reasonably be considered serious, of these Terms and Conditions in a way that causes Damage, theft of the Vehicle or Third Party Loss;
2. Drives Recklessly or Negligently: The Customer operates the Vehicle in a reckless or negligent manner, so that a serious breach of road safety legislation has occurred. This includes but is not limited to:
 - a. Exceeding the legal speed limit;
 - b. Driving under the influence of drugs or alcohol;
 - c. Using the Vehicle for illegal purposes, including transporting illegal substances or participating in illegal activities.
3. Permits Unauthorised Drivers: The Customer allows a person not named in the Rental Agreement or approved by the Drively to drive the Vehicle;
4. Uses the Vehicle Outside Authorised Areas: The Customer uses the Vehicle outside the permitted geographical area stated in the Terms and Conditions or on unsealed or prohibited roads;
5. Fails to Report an Accident: The Customer fails to notify Drively and/or local authorities of an accident, damage, or theft involving the Vehicle within the required timeframes.

12.2 Consequences of a serious breach of this Rental Agreement:

1. Acting reasonably, Drively may terminate the agreement and take immediate possession of the Vehicle if the Customer breaches any part of sub-clause 12.1;
2. The Customer will forfeit any deposit and may be required to pay additional charges for damage, loss, or costs arising from the breach in line with the Terms and Conditions;
3. The Customer may lose any entitlement to insurance or damage waiver benefits provided under this Rental Agreement;
4. The Customer is liable for all costs associated with the recovery of the Vehicle, including towing, legal fees, and any related expenses.

13. PERSONAL INFORMATION

13.1 The Privacy Policy forms part of the Rental Agreement.

13.2 By entering into the rental agreement the Customer represents to Drively that they have read and understood the Privacy Policy.

13.3 Each party acknowledges that as a result of this agreement, they may obtain Personal Information of the other party. Neither party shall, during and after termination of this agreement, without the prior written consent of the other party, use, disclose or retain such Personal Information beyond the purposes contemplated by this agreement or legal purposes.

13.4 Each party shall undertake reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks with respect to the other party's Personal Information.

13.5 Each party shall at all times, comply with the provisions of the Privacy Act 1988 (Cth) in respect of the other party's Personal Information.

14. GENERAL

14.1 Neither party may assign, novate or sub-contract any of its rights or obligations under this agreement.

14.2 No variation of this agreement shall be effective unless it is agreed between the parties in writing.

14.3 A waiver of any right under this agreement shall be in writing. Such waiver shall apply only to the person to whom the waiver is addressed and the circumstances for which it is given. Any failure to enforce any provision of this agreement shall not constitute a waiver of such or any other provision. Unless specifically provided otherwise, rights and remedies arising under this agreement are cumulative and do not exclude rights and remedies provided by law.

14.4 If any provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

14.5 This agreement and any documents referred to in it constitutes the whole agreement between the parties and supersedes all previous arrangements, understandings and agreements between the parties relating to its subject matter. This clause is not intended to limit or otherwise affect the enforceability of the Terms of Use.

14.6 The parties agree that in the event any dispute arises out of or in connection with this agreement, they shall first submit the dispute to Drively for resolution, and shall co-operate, in good faith, with Drively to resolve the dispute. Drively commits to handling the dispute in a timely manner and seeks to resolve all disputes within 15 business days. No party shall commence any proceedings before complying with this clause, other than where a party seeks urgent interlocutory relief.

14.7 This agreement is governed by and will be interpreted in accordance with the laws of Victoria, Australia. Subject to clause 14.6, each of the parties submits to the non-exclusive jurisdiction of the Victorian Courts as regards any claim or matter arising under this agreement.