

## Driving Test Pro-Driving Instructor Terms and Conditions

Parties: This Agreement is between –

- Driving Test Pro Pty Ltd ABN: 26 352 124 977 trading as Driving Test Pro and
- the Driving Instructor who has signed up to the Driving Test Pro platform in accordance with this Agreement (Driving Instructor); each a Party and together the Parties.

The Driving Instructor warrants that they have thoroughly read and comprehended the following document below. They can be interpreted as The Driving Test Pro Driving Instructor Code of Conduct, Driving Instructor Terms and Conditions and The Privacy Policy.

Additionally, the Driving Instructor confirms their agreement to abide by the Policies and any future amendments. Both parties acknowledge that adherence to all Policies and subsequent modifications is binding.

### **About this Agreement**

Driving Test Pro has online resources like Websites, Facebook, YouTube, Instagram, TikTok and other online platforms, where Driving Instructors and Learner Drivers are connected by Driving Test Pro. Another resource is the Business Management Platform/ Online Booking Platform or Driving Test Pro or other platforms means the business management platform available on Driving Test Pro, which allows Driving Instructors to manage bookings and payments for their Private Clients only.

### **Term of Agreement**

This Agreement commences when Driving Instructor accepts these terms and conditions by clicking “I accept”/ “I acknowledge I have read all policies for the driving instructors when registering on the Driving Test Pro platform and continues until terminated in accordance with this Agreement. The business tab is called “Become A Driving Instructor” By accepting this Agreement, Driving Instructor acknowledges that it has read, understands, and agrees to comply with

the terms of this Agreement. There is another way which driving instructors understand the terms and conditions and say agree via email or text.

**Clause 1) Driving Test Pro Disclosures:** Driving Test Pro's complete terms and conditions are contained below, but some important points for Driving Instructor to know before it joins Driving Test Pro as a Driving Instructor are set out below:

1. Driving Test Pro may amend this Agreement or the features of the Driving Test Pro by providing written notice to Driving Instructor.
2. If any case Driving Test Pro or any other online booking platforms are not working or has technical issues, Driving Test Pro is liable to fix it as soon as possible.
3. In this meantime above, whether the booking system is down, Driving Test Pro is not liable for any loss of work, opportunity for future bookings.
4. This booking system "Driving Test Pro is very new, and it is still in the trial period of finding issues and fixing it.
5. Instructors should allow time and resources to fix the issues if arises without any sort of claims, compensations and expenses if arises.
6. Driving Instructor's contact information will be passed on to a Learner Driver who elects to purchase driving lessons from them.
7. To the maximum extent permitted by law, any fees payable by Driving Instructor to Driving Test Pro are non-refundable.
8. To the maximum extent permitted by law, Driving Test Pro shall have no Liability to Driving Instructor for any loss or corruption of data, or any scheduled or emergency maintenance that causes the platform to be unavailable.
9. Driving Test Pro's aggregate liability for any Liability arising from or in connection with this Agreement will be limited to Driving Test Pro Resupplying Driving Test Pro Website and other platforms to Driving Instructor or, in Driving Test Pro's sole discretion, to Driving Test Pro Repaying Driving Instructor the amount of the fees paid by Driving Instructor to Driving Test Pro during the term.
10. Driving Test Pro may terminate Driving Instructor's Agreement with it at any time.
11. Nothing in these terms limit Driving Instructor's rights under the Australian Consumer Law.

**Clause 2) Relationship of the parties:** The Driving Instructor acknowledges and agrees that:

1. they are independent of Driving Test Pro and are not an agent, employee, contractor, or subcontractor of Driving Test Pro.

2. the Driving Test Pro website is the conduit between Driving Instructors and Learner Drivers. Driving Test Pro provides the platform to users (including hosting and maintaining the platform), utilise marketing strategies to gain potential Learner Drivers to purchase lessons from the platform, and process payments and facilitate bookings between Learner Drivers and Driving Instructors (together the Driving Test Pro Online Resources Services);
3. any agreement to undertake driving lessons is between the Learner Driver and the independent Driving Instructor to which Driving Test Pro is not a party.
4. Driving Test Pro is not liable or responsible for the conduct, acts or omissions of Driving Instructors or Learner Drivers.
5. the Driving Instructor retains the right to use other software application services to provide driving lessons and to engage in any occupation or other business.
6. it is the Driving Instructor's sole responsibility at the commencement of each driving lesson, to check and verify that each Learner Driver has a current and valid Learner Driver Permit, or any other driver's licence type, that lawfully allows that Learner Driver to drive in the state in which they are undertaking driving lessons, such that if a Learner Driver does not have the same, the Driving Instructor must-
  - 2.6.1) refuse to provide a driving lesson to that Learner Driver and
  - 2.6.2) notify Driving Test Pro immediately.
7. Driving Test Pro does not check or carry out searches or due diligence on Learner Drivers. Driving Instructors are always responsible for and obliged to take all reasonable precautions in relation to their personal and vehicle safety and security and Driving Test Pro is not responsible or liable for any physical, mental or emotional loss, claim, harm or damage suffered as a result or in connection with, or as a consequence of, accepting (or refusing to accept), or taking on a Learner Driver for a lesson.

**Clause 3) Warranties by Driving Instructor:** The Driving Instructor warrants that they have done all the following –

1. complied with all requirements in their state or territory of operation to become a fully qualified driving instructor.
2. They have a valid driving instructors' licenses for the right state and territories they are providing driving lessons.
3. They have a valid/ not expired full driving license for the right state and territories.
4. They must have all the legitimate demerit points to be eligible to drive and conduct driving instructors' professions.
5. they have no health or medical issues that may prevent them from being fit to drive or instruct Learner Drivers.

6. they have no police or criminal history and have no pending investigations or charges against them.
7. they have successfully passed a National Police Criminal History Check.
8. they have passed a Working With Children check and have provided the reference number to Driving Test Pro and
9. personally checked and verified that each Learner Driver has a current and valid driver's licence at the commencement of each driving lesson.

**Clause 4) Driving Instructor's use of Driving Test Pro online resources:** The Driving Instructors agree –

1. they are required to have a username and password to access and use the Driving Test Pro website.
2. that they will not divulge their username or password to anyone or allow others to use it on their behalf.
3. that they will only use the Driving Test Pro website for its intended purpose, which is to connect Driving Instructors with Learner Drivers.
4. that they will keep Learner Drivers' data secure.
5. They should adhere to privacy policy for learners, customers, and all stakeholders.
6. the information they have provided is current, true and correct.
7. to amend their details whenever their circumstances change as a matter of priority.
8. not to use the Driving Test Pro platform for any illicit purposes including to disseminate hate speech or similar views and
9. not to use the Driving Test Pro platform to promote any third parties.
10. They should not use driving test pro's email addresses and calendar bookings for any personal and marketing purposes.

**Clause 5) Trustworthiness:** The Driving Instructor agrees:

1. not to book a Learner Driver for driving lessons through any other means other than through the Driving Test Pro Online Resources.
2. not to do any acts or omit to do things that damage or may damage the reputation of Driving Test Pro.
3. Complete the services appropriately and in full appointment durations.
4. The Driving Instructor agrees that a breach of clause 5 will result in immediate termination of the Agreement pursuant to clause 20, and removal from the Driving Test Pro website and platform.

**Clause 6) Quality Assurance:** The Driving Instructor acknowledges and agrees that –

1. Driving Test Pro provides ‘real time bookings’ and providing services that allow Learner Drivers to have control over the date and time of their bookings.
2. Driving Test Pro maintains and expects only the highest quality of services from Driving Instructors.
3. Driving Test Pro relies on its reputation with Learner Drivers to secure word of mouth sales and to generate customers and bookings; and
4. the Driving Instructor must adhere to and comply with all standards determined by Driving Test Pro in carrying out its services, as set out in, but not limited to, below.
5. Be available on time and finish bookings and appointment durations in full on time.
6. Check and keep records of the progress of the learners learn to drive.
7. to be respectful to Learner Drivers and Driving Test Pro staff.
8. to ensure that they are available and willing to take all lesson bookings made on dates and at times as allocated as ‘available’ by the Driving Instructor.
9. to maintain an accurate diary and calendar of all lessons agreed to (in accordance with clauses 16).
10. to arrive on time for all lessons with Learner Drivers.
11. to maintain a professional appearance while conducting lessons with Learner Drivers.
12. not to behave in a discriminatory, demeaning, or derogatory way, or use threatening, abusive or offensive language towards Learner Drivers or Driving Test Pro staff.
13. not to eat or drink while conducting driving lessons.
14. not to use a mobile phone or similar electronic device while conducting driving lessons; and
15. not to take or accept money, money’s worth, tips or other types of bribes from Learner Drivers.
16. The Driving Instructor agrees – If the Driving Instructor receives poor feedback from a Learner Driver, whether based on a failure to comply with clause 6 or otherwise, Driving Test Pro may at its sole and absolute discretion immediately terminate the Driving Instructor’s registration with Driving Test Pro pursuant to clause 20.

**Clause 7) Insurance:** The Driving Instructor acknowledges and agrees that-

The Driving Instructor bears full responsibility for acquiring and upholding the insurance outlined in this clause. Any insurance claims that arise related to driving lessons, driving test packages, car hire, duration of the whole booking

appointments, will be solely responsible by the driving instructors and not Driving Test Pro in any case. Furthermore, they guarantee that they have obtained appropriate endorsement from the relevant insurance provider for the coverage specified herein. The required insurance includes:

1. Holding sufficient levels of public liability and personal indemnity insurance.
2. Maintaining current compulsory third-party vehicle insurance.
3. Having comprehensive car insurance at an adequate level to cover accidents that may arise during instruction with a Learner Driver.
4. If in any case learners are using their cars where driving instructors are conducting driving lessons, then it would be driving instructors' discretion who is liable for the insurance and claims. In general, it would be learners' responsibility to have all sorts of paperwork, registration, insurances if learners are using their cars. Driving Test Pro is not held liable for anything that happened above.

Additionally, the Driving Instructor must:

- 7.4.1) Inform their comprehensive car insurance provider about their engagement in conducting driving lessons.
- 7.4.2) Inform the CTP providers that the vehicle is for business use.
- 7.4.3) Inform the Rego provider that the vehicle is for business use.
- 7.4.4) Ensure that their insurance provider confirms the details outlined in clauses above clauses 3.1,3.2,3.3.
- 7.4.5) Promptly notify Driving Test Pro in the event of any lapse in insurance coverage.

**Clause 8) Certification Verification Requirements:** The Driving Instructor acknowledges and agrees that Driving Test Pro requires that Driving Instructors produce a copy of their –

1. C Class driver's licence which is valid in the state in which the Driving Instructor operates.
2. Driving Instructors Licence C Class which is valid in the state in which the Driving Instructor operates.
3. working with children's credentials.
4. Driving Instructors agree to solely notify Driving Test Pro when these certifications lapse.
5. Driving Instructor should be solely responsible for maintaining all the required valid (not expired) certificates to run a driving instructor operating business by law.

**Clause 9) Vehicle Requirements:** Driving Instructors agree that their vehicle is to always remain –

1. only conduct driving lessons in a vehicle that meets all the following criteria:
2. Registered as a driving vehicle with Driving Test Pro.
3. Registered under the Driving Instructor's name (or a company controlled by them).
4. Fitted with dual pedal controls installed and maintained by certified professionals.
5. Roadworthy.
6. Clean.
7. well, maintained.
8. registered.
9. Driving Instructors agree to notify Driving Test Pro immediately when they intend to use a different vehicle to conduct driving lessons and should not use a different vehicle unless and until they have notified Driving Test Pro.
10. Furthermore, the Driving Instructor must provide Driving Test Pro with the following information regarding the vehicle: make, registration number, model, year, and a photograph of the car.

**Clause 10) Tax Compliance:**

Driving Instructors agree to comply with all Australian tax requirements including paying any applicable GST if transacting through the Driving Test Pro or associated websites. In particular, Driving Instructors acknowledge that they will be required to charge and remit GST on taxable supplies if they are registered or are required to be registered for GST in accordance with the A New Tax System (Goods and Services Tax Act) 1999 (Cth) as interpreted by the binding rulings published by the Federal Commissioner of Taxation from time to time, and Driving Instructors are responsible for paying this. Australian Taxation Office (ATO) has all the detailed information required to maintain GST records.

**Clause 11) Suggested Retail Price per Lesson:** The Driving Instructor acknowledges and agrees that-

1. The Driving Instructor appoints Driving Test Pro as the limited payment collection agent solely for the purpose of accepting the lesson payment.

2. The Driving Instructor agrees that the payment made by the Learner Driver to Driving Test Pro shall be considered the same as payment made directly by the Learner Driver to the Driving Instructor and is a discharge of the driving lesson.
3. The Driving Instructor must not charge or allocate a price that is higher than the current price.
4. Discount Ranges: If a Learner makes payment for multiple booking hours in the same transaction, they may receive a discount according to the following Discount ranges, whereby the discounts are based on, and calculated, from the booking price referred to this clause 11.
  - 0 - 5 bookings hours = 0% discount per booking hour.
  - 6 – 9 booking hours = 5% discount per booking hour.
  - 10-19 booking hours = 10% discount per booking hour.
  - 20-100 booking hours = 20% discount per booking hour.
5. will apply to the price per one hour booking as allocated at the time of purchase. This price is subject to change on subsequent bookings.
6. acknowledges and agrees that the relevant Discount Ranges as set out in the Payment Policy will attach to any lower price allocated per lesson.
7. Subject to clause 23, in return for Driving Test Pro providing the Driving Instructor with the connection to the Learner Driver, payment collection of the lesson fee and processing and support services, the Driving Instructor agrees to pay Driving Test Pro – a service fee calculated at 25% and might varies of the applicable one hour lesson price, which is inclusive (the Service Fee), and which will apply regardless of the actual price charged for or allocated to that lesson by the Driving Instructor pursuant to clause 21; and
8. a monthly admin fee of \$5.00 (Admin Fee). (Not Applicable at this stage)
9. The Admin Fee will be charged if at least one lesson payment has been validated by the Driving Instructor in the relevant calendar month.
10. The Service Fee will be amended to reflect any Discount Ranges applied to a lesson.
11. Driving Test Pro will render a tax invoice to the Driving Instructor for the Service Fee, the Driving Test Package fee and the Admin Fee weekly or fortnightly.

**Clause 12) Suggested Retail Price Driving Test Packages:** The Driving Instructor acknowledges and agrees that-

Driving Test Pro has two options Driving Test Packages and Driving Test Packages with Lessons.



Driving Test Packages includes 45 minutes driving lessons, car hire during the practical driving test, pick up and drop off.

Making sure the total duration of the test packages is 2.5 hours. If it does not exceed 2.5 hours, then full appointment needs to be paid by the learners/customers.

If the duration exceeds 2.5 hours of the appointment, then it's the driving instructor's discretion to fulfill the appointment time.

At this point, Driving Test Pro setup 189 AUD for driving test packages and driving instructors keep 85% of the revenue from herein.

The price and the service fee may change over time with proper notice in the discretion of Driving Test Pro.

**Clause 13) Validation of lessons:** In order to be paid for a lesson, the Driving Instructor agrees to the following –

1. when a Learner Driver books a lesson the lesson payment is allocated to the chosen Driving Instructor.
2. the Driving Instructor must validate/ complete the lesson through the Driving Test Pro website/ app (not available now) to be paid.
3. Driving Instructors receive a notification at the completion of each lesson that links Driving Instructors directly to the lesson validation system authorising the Driving Instructor's payment during the next pay cycle.
4. Driving Instructors can log in to the lesson validation system at any time and validate/complete lessons that have not been validated; and
5. if lessons are not validated within 7 days, the Driving Instructor irrevocably forfeits the payment, and will not be paid for that lesson.

**Clause 14) Driving Instructor Payment Terms:** The Driving Instructor acknowledges and agrees that-

1. Learner Drivers will pay Driving Instructors for each lesson validated by that Driving Instructor pursuant to clause 13.
2. Driving Test Pro will forward all payments referred to in clause 13, above to the Driving Instructor every Monday or every second Monday and it might varies, based on all accrued lesson payments as validated by the Driving Instructor in the previous two weeks and in accordance with the Payment Policy clause 14.
3. Driving Test Pro will provide to the Driving Instructor an invoice for each payment, setting out the following for each lesson –
  - Lesson ID, date and duration of lesson.
  - price allocated.
  - Service Fees deducted.

- Admin Fees deducted (If applicable) and
  - GST.
4. Driving Test Pro may amend the price, the Service Fee, or the Admin Fee to the Driving Instructor in accordance with clauses 11,12,13 and 14. The revised fees will then from that time be deemed to take effect automatically.
  5. Driving Instructors bear all risk associated with non-payments by Learner Drivers.
  6. Driving Instructors are required to inform Driving Test Pro immediately if they believe that a Learner Driver is acting fraudulently in relation to payments.

**Clause 15) Refund of Lesson Payments:** The Driving Instructor acknowledges and agrees that-

Instances of Refund: Refunds may be initiated under the following circumstances:

1. When the Driving Instructor verified a booking payment for a booking, the Learner did not attend due to a fault on the part of the Driving Instructor.
2. If driving instructors did not show up for the appointments, late start and early finishes of the appointments.
3. In response to a received complaint where it is determined that the Driving Instructor breached the Driving Instructor Terms and Conditions.
4. Refund Process: In instances where Driving Test Pro deems that a lesson payment, which has been validated or completed by a Driving Instructor, should be refunded to a Learner Driver or a third party, Driving Test Pro will waive its Service Fee.

Additionally, one of the following actions will be taken:

5. If the lesson payment has not yet been received by the Driving Instructor, Driving Test Pro will deduct the allocated revenue share, subject to the refund, from the Driving Instructor's subsequent payment cycle.
6. If the Driving Instructor has already received payment for the validated lesson, Driving Test Pro will deduct the equivalent payment from the Driving Instructor's next payment cycle, provided that there are sufficient funds available to cover the refund amount.

**Clause 16) Calendar System-** The Driving Instructor acknowledges and agrees that

1. Driving Instructors agree to update their own calendar immediately when notified of a Learner Driver booking through Driving Test Pro.

2. Driving Instructors agree to update the Driving Test Pro calendar portal when other learner drivers book privately through the Driving Instructor so that Driving Test Pro lessons are not booked during this time.

**Clause 17) Availabilities:** Driving Instructors are solely responsible to set up their availabilities in Driving Test Pro calendar and profiles.

1. If by calendar they are available and learners book driving lessons, then it's their own responsibilities to attend the appointments.
2. If not attended on time, then learners will be given full credits.
3. Driving instructors will not be paid for the duration of that appointments.
4. If compensation arises then driving instructors' will be required to pay full compensation.
5. Driving Test Pro may at its sole and absolute discretion immediately terminate the Driving Instructor's registration with Driving Test Pro pursuant to clause 20 if clause 16, 17 not obliged.

**Clause 18) Lesson Cancellation/Rescheduling Fee:** The Driving Instructor acknowledges and agrees that-

1. If a Learner Driver cancels or reschedules a lesson more than 24 hours before a lesson, the Learner Driver will receive a credit for 100% of the full lesson charge, and the Driving Instructor will receive no payment for that lesson.
2. If a Learner Driver cancels or reschedules a lesson 24 hours or less before the lesson is due to start, the Driving Instructor may at its sole discretion charge the Learner Driver for the full price of the lesson.

**Clause 19) Intellectual Property:** Driving Instructor agrees that Driving Test Pro owns all Intellectual Property related to Driving Test Pro. All the materials are copyright to Driving Test Pro.

1. Driving Test Pro authorises Driving Instructor to use the Intellectual Property in the DRIVING TEST PRO WEBSITES AND OTHER PLATFORMS solely for Driving Instructor's limited commercial use. Driving Instructor must not exploit any Intellectual Property in the DRIVING TEST PRO WEBSITES AND OTHER PLATFORMS for any other purpose, nor allow, aid or facilitate such use by any third party. Use must be limited to Driving Instructor only.
2. Driving Instructor must not, without Driving Test Pro's prior written consent: copy, in whole or in part, any of the Intellectual Property in the Driving Test Pro or other online resources.

3. breach any intellectual property rights connected with the DRIVING TEST PRO WEBSITES AND OTHER PLATFORMS, including (without limitation) altering or modifying any of Driving Test Pro's Intellectual Property, causing any of Driving Test Pro's Intellectual Property to be framed or embedded in another website, or creating derivative works from any of Driving Test Pro's Intellectual Property.
4. Driving Test Pro owns images, photos, customer reviews, instructors' reviews, contents, learner images. Driving Test Pro owns registered names and all associated contents with online resources.
5. Driving Test Pro website name is the copyright for Driving Test Pro.
6. All blogs' posts, FAQ, backlinks, citations, google my business, Facebook, TikTok, You Tube, Instagram other social medias are the properties of Driving Test Pro.
7. Driving Test Pro may at its sole and absolute discretion immediately terminate the Driving Instructor's registration with Driving Test Pro pursuant to clause 20 if clause 19 is not obliged.

**Clause 20) Events of Termination:** The Driving Instructor acknowledges and agrees that-

Grounds for Termination: Driving Test Pro retains the authority to restrict, suspend, or cancel a Driving Instructor's registration upon issuing Written Notice under the following circumstances:

1. Breaches of Agreement: where a Driving Instructor breaches any clauses in this Agreement, privacy policy and code of conduct.
2. Specific Offenses: Including instances where the Driving Instructor has been charged with or convicted of a criminal offense, where their working with children credentials are falsified or expired, where they are no longer a licensed driver, or where legal proceedings related to a motor vehicle accident are ongoing.
3. Third-Party Conduct: Where a third party conducts a driving lesson on behalf of the Driving Instructor or where a lesson is conducted in a vehicle not notified to Driving Test Pro.
4. Poor Feedback: Where the Driving Instructor receives poor Learner Driver feedback or accumulates a poor rating as determined by Driving Test Pro.
5. Non-Performance: Failure of the Driving Instructor to perform their obligations under this Agreement, not rectified within 7 days.

6. Documentation or Insurance Expiry: Immediate removal of the ability for Learner Drivers to book lessons if any form of documentation or insurance held by Driving Test Pro expires.
7. Data Retention: It is agreed that all Driving Instructor data and information will be retained by Driving Test Pro indefinitely unless expressly requested otherwise by the Driving Instructor.

### **Termination Options:**

8. A Driving Instructor may terminate this Agreement by deregistering their account on the Driving Test Pro website and platform immediately.
9. Driving Test Pro reserves the right to terminate this Agreement at any time by giving written notice to the Driving Instructor via emails or text messages.
10. Termination may also occur with written notice to the Driving Instructor where a material term breach remains unresolved after 5 Business Days.

### **Post-Termination Procedures:**

11. Upon termination, Driving Test Pro will compensate the Driving Instructor for any purchased credits in the preceding fortnight at the next billing cycle.
12. The Driving Instructor is solely responsible for refunding any applicable credits on the Driving Test Pro Website and other platforms that have not been redeemed as lessons by the Private Client.
13. Access Termination: Termination of access to the Driving Test Pro Online Resources results in immediate termination of access on the Driving Test Pro Website and other platforms.
14. Suspension: Driving Test Pro may suspend Driving Instructor's access to the Driving Test Pro Online Resources and on the Driving Test Pro Website and other platforms while investigating suspected breaches.
15. Survival Clause: This clause remains effective even after the termination or expiration of this Agreement.

## **GENERAL Clauses:**

### **Clause G1) Australian Consumer Law:**

Under certain legislation, such as the Australian Consumer Law (ACL) in the Competition and Consumer Act 2010 (Cth), and analogous consumer protection regulations, Driving Instructors may possess rights, warranties, guarantees, and remedies pertaining to the provision of services by Driving Test Pro. These rights cannot be excluded, restricted, or modified (Consumer Law Rights).

If the ACL applies to a Driving Instructor as a consumer, these Terms do not negate the Consumer Law Rights. The Liability of Driving Test Pro for the services provided to a consumer entity under the ACL is governed solely by the ACL and this Agreement.

Driving Test Pro excludes all express and implied warranties and provides services to Driving Instructors without warranties of any kind, whether express or implied, subject to the Consumer Law Rights. Driving Test Pro is not liable for any sort of claims arising from Australian Consumer Law claims. This clause remains effective even after the termination or expiry of this Agreement.

### **Clause G2) Liability:**

Notwithstanding anything to the contrary, and to the fullest extent permitted by law:

Driving Instructor agrees to indemnify Driving Test Pro and hold it harmless for any Liability incurred due to the Driving Instructor's breach of this Agreement.

Neither Party will be liable for Consequential Loss. Each Party's liability for any Liability under this Agreement will be proportionately reduced to the extent caused by the other Party or any of its personnel, including any failure to mitigate losses.

Driving Test Pro's aggregate liability for any Liability arising from or in connection with this Agreement is limited to resupplying the services or repaying the fees paid by the Driving Instructor during the term, at Driving Test Pro's discretion. This clause remains effective after the termination or expiry of this Agreement.

### **Clause G3) Confidentiality:**

Driving Instructors are prohibited from using Learner Driver information except for the purpose of providing driving lessons.

### **Cluse G4) Indemnity:**

Driving Instructors undertake to indemnify and protect Driving Test Pro against any actions, damages, claims, demands, prosecutions, fines, and penalties,

including through negligence, arising from or in relation to their actions as a Driving Instructor.

Clauses 84 and 85 persist even after the termination of this Agreement.

**Clause G5) Privacy:**

Driving Test Pro and Driving Instructors agree to adhere to the Australian Privacy Principles when applicable.

Driving Instructors consent to Driving Test Pro using their information and personal data for marketing purposes.

Driving Instructors may access personal information held by Driving Test Pro by sending a request to [info@DrivingTestPro.com.au](mailto:info@DrivingTestPro.com.au). By entering into this Agreement, Driving Instructors acknowledge reading and agreeing to the Privacy Policy as amended.

**Clause G6) Intellectual Property:**

The Driving Instructor acknowledges that all intellectual property and copyright rights over or in connection with Driving Test Pro products and resources are exclusively owned by Driving Test Pro.

**Clause G7) Force Majeure:**

Neither Driving Test Pro nor Driving Instructors are liable to each other or considered to be in default under this Agreement if the performance of this Agreement is delayed or prevented by force majeure events beyond their reasonable control and without fault or negligence.

**Clause G8) Arbitration:**

In the event of a dispute between a Driving Instructor and Driving Test Pro:

If the dispute is not resolved within 14 days, the parties agree to refer the matter to mediation.

If mediation fails, the matter is referred to arbitration. The costs of mediation or arbitration are to be shared equally between the parties.

**Clause G9) No Waiver:**

Failure or delay by Driving Test Pro in exercising a right does not constitute a waiver of its rights to pursue an action.

**Clause G10) No Assignment of Agreement:**

The Driving Instructor is prohibited from selling, assigning, sub-leasing, or transferring this Agreement to anyone else.

**Clause G11) Modification of Agreement:**

Driving Test Pro may change this Agreement from time to time with written notice to the Driving Instructor.

Driving Instructors who continue to use the services are considered to accept the updated terms, and it is their responsibility to review the amended terms and conditions periodically.

**Clause G12) Notice:**

Notices under this Agreement may be provided by email, any other form of electronic communication, or by any other means used regularly by both parties.

**Clause G13) Severability:**

This Agreement is to be interpreted in a manner that renders the provisions valid and enforceable to the fullest extent possible.

**Clause G14) Governing Law:**

This Agreement is governed by the laws of South Australia, and the parties submit to the non-exclusive jurisdiction of the courts of South Australia.

**Clause G15) Entire Agreement:**

This Agreement, along with any referenced documents, constitutes the entire agreement between the parties, superseding any prior understandings or agreements, whether oral or written.

**Define Key Terms:**

Detailed definitions of terms used in this Agreement are provided for clarity and interpretation.

Agreement: Refers to this document, as amended over time, along with any documents referenced herein.

Australian Consumer Law: Denotes the Australian Consumer Law (ACL) as defined in the Competition and Consumer Act 2010 (Cth).

Business Management Platform/ Online Booking System/ Other Online resources: Represents the business management platform accessible on Driving Test Pro, facilitating Driving Instructors in managing bookings and payments for Private Clients.

Code of Conduct: Refers to the Driving Test Pro Driving Instructor Code of Conduct.

Consequential Loss: Encompasses any consequential, indirect, or anticipated loss such as loss of profit, revenue, business, opportunity, or reputation, whether under statute, contract, or tort.

Discount Ranges: Signifies the discount applied for multiple booked lessons as outlined under the Payment Policy above.



**Driving Instructor:** Denotes the individual who has contracted with Driving Test Pro to become a Driving Instructor via the Driving Test Pro online website platform.

**Event of Termination:** Indicates the events outlined in clauses 38 – 41 that lead to termination.

**Driving Test Pro:** Refers to Driving Test Pro.

**Driving Test Pro Online Resources:** Represents the online resources where Driving Instructors and Learner Drivers are connected by Driving Test Pro.

**Intellectual Property:** Encompasses all copyright, designs, patents, images, logos, videos, trademarks, domain names, know-how, inventions, and confidential information exclusively owned by Driving Test Pro.

**Learner Driver:** Denotes an individual at least 16 years old who has booked a driving lesson through Driving Test Pro website or Driving Test Pro apps (Not available now), and a secondary account holder who has purchased the lesson for the Learner Driver.

**Liability:** Refers to any expense, cost, loss, damage, claim, or proceeding arising under this Agreement.

**Payment Policy:** Represents the Payment Policy of Driving Test Pro.

**Policies:** Refers collectively to the Driving Instructors Terms and Conditions, Privacy Policy, and Driving Instructor Code of Conduct.

**Privacy Policy:** Denotes the Privacy Policy of Driving Test Pro.

**Private Clients:** Signifies clients as defined in clause 44.

**Written Notice:** Includes notifications provided via email or SMS.

## **Interpretation:**

In interpreting this Agreement:

Every aspect of this document, except headings, constitutes substantive parts of the Agreement.

Headings are for convenience and do not form part of the Agreement.

Singular terms include the plural, and vice versa.

Gender-specific terms include all genders.

References to legislation encompass all related rules, ordinances, orders, and regulations.

In case of inconsistency between this Agreement and the Payment Policy, this Agreement prevails.

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