

## Gobble System Support Policy

This is the system support policy ("Support Policy") of KBNT Pty Ltd (ACN 636 191 243) ("Gobble"). Gobble is subject to and is governed by the Privacy Act 1988 (Cth). This policy is to be read in conjunction with the Gobble's Terms and Conditions dated April 2020 and Privacy Policy dated 2020.

Any reference to the **App** is a reference to the Gobble App downloaded from the Apple App Store or the Android Play Store.

Any reference to the **System** is a reference to the Gobble network which participants register their details with to allow them to use the App.

This Support Policy applies to all participants who register to use the App and System. This includes:-

- Restaurants registered as vendors on the System ("Vendors")
- Customers registered to use the App ("Users"); and
- Employees of the Vendors that will be conducting deliveries ("Drivers"). As per the Privacy Policy.

This Support Policy sets out how Gobble intends to support all Vendors, Users and Drivers using the App and the System.

### IT Support

Gobble in conjunction with Swayy Application Designers are committed to ensuring all registered Vendors, Users and Drivers are provided around the clock support when there is a technical fault with the App. The operators of Gobble remain committed to ensuring that the App operates smoothly.

If you have registered to use Gobble and experience an IT related issue or a banking related issue, you should contact Swayy directly as follows:-

Email Address: [info@swayy.com.au](mailto:info@swayy.com.au) or [hem.malhotra@swayy.com.au](mailto:hem.malhotra@swayy.com.au)

All payment functions that Gobble uses for purchases made through the App will be supported by an industry recommended payment system to protect all financial information of registered persons on Gobble.

Once a Driver has been allocated to a User's order by a Vendor, the Vendor and the User will both be able to contact the Driver directly. Once the delivery is complete, the ability to contact the Driver will cease. Users and Vendors are permitted **ONLY** contact the Driver to provide delivery instructions.

Gobble will not tolerate any anti social and abusive behaviour towards any Vendor, user or Driver. Immediate cessation of registration will occur to a registered party engaging in such behaviour at the discretion of Gobble's Operators.

### **Support to Vendors and Drivers**

In accordance with Gobble's Terms and Conditions, all registered Vendors agree to "share" their Drivers with other Vendors, to allow Vendors without Drivers to "borrow" Drivers from a pool of Drivers provided by other Vendors.

A Driver is the employee of the Vendor who employs them. The Drivers are not an employee of a Vendor who utilises the pool of Drivers. The delivery fee will be paid to the Driver directly by Gobble for every delivery they complete through Gobble.

Eg: Driver of Vendor A completes a delivery for Vendor B. Vendor A for the purposes of insurances and salary remains an employee of Vendor A. The Driver will be paid a delivery fee by Gobble directly for any delivery he/she completes irrespective if they deliver for Vendor A or Vendor B.

Any salary paid to the Driver is private and confidential between the Driver and their Employer (restaurant - Vendor). Payments made from Gobble directly to Drivers for delivery fees will be made by Gobble. The Driver will be entitled to a delivery fee for every delivery conducted by them.

The pool of Drivers which Gobble has pioneered is dependent upon the availability of Drivers. Vendors registering with Gobble agree to allow their Drivers to be utilised for deliveries to users from other Vendors. Gobble is to be the point of contact if any Vendor requires a pool Driver for a delivery. Vendors are not to contact other Vendors and/or Drivers directly.

By registering as a Driver on Gobble you agree to inform the App when you are:-

1. Available to complete delivery orders;
2. Busy completing delivery orders; and
3. Refuse a request to complete a delivery. A delivery request **CAN NOT** be declined after a Driver has accepted it. If there is a valid reason for a Driver being unable to complete a

delivery, such as a mechanical breakdown on motor vehicle, the Driver will inform the Vendor supplying the food or beverage and the Vendor will make the necessary arrangements to complete the User's order.

Vendors will have constant access to see how many Drivers are available at any given time. This function will be located under the **Driver Availability** link in the App.

Driver's will have the capability of completing multiple deliveries at a time. Any single driver can complete a maximum of 5 deliveries on one single trip if the delivery destinations are within a 20km radius of each other. This is to ensure Users do not experience undue delay in receiving their deliveries and to ensure freshness of food is maintained.

### **Refunds and Returns**

If a User requires a refund or has a problem with their order, they are to contact the Vendor directly and not through the App. Gobble holds no responsibility as to the quality of the food, errors or omissions by the Vendors and the Drivers in the preparation and delivery of the food and beverage ordered by a user.