

Introduction

1. This is an agreement between BPS Business Group Pty Ltd (A.C.N. 632 753 514) trading as 1Dayhire ('**1Dayhire/we/us/our**') and customers using our software application ('**you/your/the customer**').
2. This is a legal document. Where possible, we try to use plain English so non-lawyers can understand the terms of our engagement. Where we use legal terms, we try to explain what they mean so as not to affect the legal context.
3. Where headings are used in this agreement, they are used for convenience only and do not affect the interpretation of the agreement.

The services

4. 1Dayhire provides a software application that allows customers to book Point to Point Transport Service under a Point to Point Transport Authority issued under the *Point to Point Transport (Taxis and Hire Vehicles) Act 2016* ('**Point to Point Transport Service**').
5. The Point to Point Transport Service constitute a technology platform that enables users of 1Dayhire's mobile applications or websites provided as part of the Services (each, an "Application") to arrange and schedule transportation and/or logistics services with independent third party providers of such services, including independent third party transportation providers and independent third party logistics providers under agreement with 1Dayhire or certain of 1Dayhire's affiliates ("Third Party Providers").
6. Unless otherwise agreed by 1Day Hire in a separate written agreement with you, the Services are made available solely for your personal, non-commercial use.
7. You acknowledge that 1Dayhire does not provide transportation or logistics services or function as a transportation carrier and that all such transportation or logistics services are provided by independent third party contractors who are not employed by 1Dayhire or any of its affiliates.
8. Point to Point Transport Service is any service in a vehicle with 12 seats or less (including the driver) that can take customers on the route they choose, at the time that suits them, for a fare from Point A to Point B.
9. The type of vehicles used in the point to Point Transport Service may include taxis, hire cars, tourist services and rideshare.
10. Fees charged for the Point to Point Transport Service varies according to the service provided.
11. Point to Point Transport Service may be provided on the following bases:
 - For a minimum 20kms hire; or
 - a daily hire; or
 - a minimum two (2) hours; or
 - for airport transfer.
12. We will charge at a rate shown herein for the following:
 - a minimum two (2) hours hire at the rate of [from AUD 80.85]; or

- airport transfers at the rate of [from AUD 36.00] unless the trip is less than 20kms in which case, the 20kms hire rate applies or
- daily hire (up to 11:00pm to the drop off address) at a rate of [from AUD 468.00]

13. With the Point to Point Transport Service, you:

- May book a single trip or return trip;
- will be required to give a minimum of 48 hours' notice to book a service;
- will be charged for a minimum of 20km trip in total;

14. The Point to Point Transport Service and airport transfer, is provided in the Sydney metropolitan area shown in the delineated area of the map herein.



Your credit card details will be held as security to cover any additional charges that apply beyond those charged for the booking. For example, if you booked for a minimum of 20kms, then additional charges will apply if the service provided extends to a daily hire or more than 2 hours.

Day Hire

16. Day hire service is available to any area for up to 11 hours a day.
17. Additional charges apply for exceeding 11 hours or 100kms at a rate of \$50.00 per hour.
18. Service is provided between the hours of 4:00 AM and 11:00PM.

19. Service area may extend beyond the Sydney metropolitan areas provided that the driver is able to return to the Sydney metropolis before 11:00PM.

Hourly hire

20. Service is provided at a minimum of two (2) hours hire and maximum of 12 hours.

Airport transfer

21. Pick up is from the Priority Pick Up Zone ('**PPUZ**').
22. The Airport charge for PPUZ will be borne by the customer. These charges will be disclosed to you at the time of making your booking for Airport Transfer.
23. A minimum of 20kms trip is required otherwise the full fare for 20kms will apply.
24. Service area is for Sydney metropolitan areas only.

Cancellation of booking

By the driver

25. A driver may only cancel a booking once they have accepted it, if they have a reasonable excuse.
26. A reasonable excuse may include a medical, family or some other emergency.
27. A driver must show proof of the emergency, such as a medical certificate before cancellation is deemed to be reasonable.
28. A failure to show reasonable proof may result in cancellation or deactivation of your account.
29. All monies paid by the customer will be refunded without penalty.

By you

30. If a customer cancels a booking after a driver has accepted a booking, then all monies paid by the customer for the service:
 - Will be refunded to the customer minus a cancellation fee calculated at 10% of the booking fee in the event the cancellation is made more than 48 hours before the service is due to commence; or
 - Will be forfeited to us if the cancellation occurs less than 48 hours prior to the commencement of the service.
 - Booking fees charged for special events are non-refundable.

No Guarantee

31. The Point to Point Transport Service is subject to a driver's acceptance of your request.

32. 1Dayhire offers no guarantee the service will be offered and is not liable for any loss or damage suffered or for anything arising from a driver's refusal to provide the service.

Contractual Relationship

33. These Terms of Use ("Terms") govern the access or use by you, an individual, from within Australia of applications, websites, content, products, and services (the "Services") made available by 1Dayhire, a company established in Australia, having its offices at 27 Pershing Road Edmondson Park, NSW 2174.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

34. Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and 1Dayhire. If you do not agree to these Terms, you may not access or use the Services.
35. These Terms expressly supercede any prior agreements or arrangements with you.
36. 1Dayhire may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.
37. Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed to be a part of, the Terms for the purposes of the applicable Services.
38. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.
39. We may amend the Terms related to the Point to Point Transport Services from time to time. Amendments will be effective upon 1Dayhire's posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.
40. Our collection and use of personal information in connection with the Services is as provided in 1Dayhire's Privacy Policy located at [<http://www.1dayhire.com.au/privacy-policy>]. We may provide to a claims 1Dayhire processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include an accident, involving you and a Third Party Provider (including a transportation network company driver) and such information or data is necessary to resolve the complaint, dispute or conflict.

Licence

41. Subject to your compliance with these Terms, 1Dayhire grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to:
- access and use the Applications on your personal device solely in connection with your use of the Services; and
 - access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, non-commercial use; and
 - any rights not expressly granted herein are reserved by 1Dayhire and its licensors.

Restrictions

42. You may not:

- Remove any copyright, trademark or other proprietary notices from any portion of the Services;
- reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by 1Dayhire;
- decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law;
- link to, mirror or frame any portion of the Services;
- cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or
- attempt to gain unauthorised access to or impair any aspect of the Services or its related systems or networks.

Provision of the Services

43. You acknowledge that the Services may be made available under such brands or request options by or in connection with:

- Certain of 1Dayhire's subsidiaries and affiliates; or
- Independent Third Party Providers, including transportation network company drivers, transportation charter permit holders or holders of similar transportation permits, authorisations or licenses.

Third Party Services and Content

44. The Services may be made available or accessed in connection with third party services and content (including advertising) that 1Dayhire does not control.

45. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. 1Dayhire does not endorse such third party services and content and in no event shall 1Dayhire be responsible or liable for any products or services of such third party providers.

46. Additionally, Apple Inc., Google Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively.

47. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to the terms set forth in the applicable third party beneficiary's terms of service.

Ownership.

48. The Services and all rights therein are and shall remain 1Dayhire's property or the property of 1 Dayhire's licensors.
49. Neither these Terms nor your use of the Services convey or grant you any rights:
 - In or related to the Services except for the limited license granted above; or
 - to use or reference in any manner 1Dayhire's company names, logos, product and service names, trademarks or service marks or those of 1Dayhire's licensors.

Your Use of the Services

User Accounts

50. In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age to obtain an Account.
51. Account registration requires you to submit to 1Dayhire certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner).
52. You agree to maintain accurate, complete, and up-to-date information in your Account.
53. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or 1Dayhire's termination of these Terms with you.
54. You are responsible for all activities that occur under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times.
55. Unless otherwise permitted by 1Dayhire in writing, you may only possess one Account.

User Requirements and Conduct

56. The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation services from Third Party Providers unless they are accompanied by you.
57. You may not assign or otherwise transfer your Account to any other person or entity.
58. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials).
59. You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances, you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

Text Messaging

60. By creating an Account, you agree that the Services may send you text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages

from 1Dayhire at any time by kindly sending an email at contact@1dayhire.com.au. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

Promotional Codes

61. We may, in our sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that 1Dayhire establishes on a per promotional code basis ("Promo Codes").
62. You agree that Promo Codes:
 - Must be used for the intended audience and purpose, and in a lawful manner;
 - may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by 1Dayhire;
 - may be disabled by 1Dayhire at any time for any reason without liability to 1Dayhire;
 - may only be used pursuant to the specific terms that 1Dayhire establishes for such Promo Code;
 - are not valid for cash; and
 - may expire prior to your use.
63. We reserve the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that 1Dayhire determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

User Provided Content.

64. We may, in our sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to 1Dayhire through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content").
65. Any User Content provided by you remains your property. However, by providing User Content to 1Dayhire, you grant 1Dayhire a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and 1Dayhire's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.
66. You represent and warrant that:
 - You either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant 1Dayhire the license to the User Content as set forth above; and
 - neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor 1Dayhire's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

67. You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by 1Dayhire in its sole discretion, whether or not such material may be protected by law.
68. We may, but shall not be obligated to, review, monitor, or remove User Content, at our sole discretion and at any time and for any reason, without notice to you.

Network Access and Devices

69. You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto.
70. 1Dayhire does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

Payment

71. You understand that use of the Services may result in charges to you for the services or goods you receive from a Third Party Provider ("Charges"). After you have received services or goods obtained through your use of the Service, we will facilitate your payment of the applicable Charges on behalf of the Third Party Provider as such Third Party Provider's limited payment collection agent.
72. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by us. You retain the right to request lower Charges from a Third Party Provider for services or goods received by you from such Third Party Provider at the time you receive such services or goods. 1Dayhire will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service or good.
73. All Charges are due immediately and payment will be facilitated by 1Dayhire using the preferred payment method designated in your Account, after which we will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that we may, as the Third Party Provider's limited payment collection agent, use a secondary payment method in your Account, if available.
74. As between you and 1Dayhire, we reserve the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in our sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand.
75. We will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof.
76. We may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee.

77. This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. Except with respect to Point to Point Transport Service requested through the Application, 1Dayhire does not designate any portion of your payment as a tip or gratuity to the Third Party Provider.
78. Any representation by 1Dayhire (on its website, in the Application, or in its marketing materials) to the effect that tipping is “voluntary,” “not required,” and/or “included” in the payments you make for services or goods provided is not intended to suggest that 1Dayhire provides any additional amounts, beyond those described above, to the Third Party Provider.
79. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider.

Repair or Cleaning Fees.

80. You shall be responsible for the cost of repair for damage to, or necessary cleaning of, Third Party Provider vehicles and property resulting from the use of the Services under your Account in excess of normal “wear and tear” damages and necessary cleaning (“Repair or Cleaning”).
81. In the event that a Third Party Provider reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by us in our reasonable discretion, we reserve the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the Third Party Provider using your payment method designated in your Account.
82. Such amounts will be transferred by us to the applicable Third Party Provider and are non-refundable.

Disclaimers

83. The services are provided “as is” and “as available.”
84. 1Dayhire disclaims all representations and warranties, express, implied or statutory, not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
85. in addition, we make no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of the services or any services or goods requested through the use of the services, or that the services will be uninterrupted or error-free. We do not guarantee the quality, suitability, safety or ability of third party providers.
86. You agree that the entire risk arising out of your use of the services, and any service requested in connection with those services, remains solely with you, to the maximum extent permitted under applicable law.

Limitation of liability.

87. We shall not be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data, personal injury or property damage related to, in connection with, or otherwise resulting from any use of the services, even if we have been advised of the possibility of such damages.
88. We shall not be liable for any damages, liability or losses arising out of:
 - Your use of or reliance on the services or your inability to access or use the services; or

- any transaction or relationship between you and any third party provider, even if we have been advised of the possibility of such damages.
89. We shall not be liable for delay or failure in performance resulting from causes beyond our reasonable control.
90. You acknowledge that third party transportation providers providing Point to Point Transport Service requested through some request brands may offer ridesharing or peer-to-peer transportation services and may not be professionally licensed or permitted.
91. In no event, shall our total liability to you in connection with the services for all damages, losses and causes of action exceed five hundred dollars (\$500.00).
92. The services may be used by you to request and schedule transportation, goods or logistics services with third party providers, but you agree that 1Dayhire has no responsibility or liability to you related to any transportation, goods or logistics services provided to you by third party providers other than as expressly set forth in these terms.
93. The limitations and disclaimer in this section does not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law.

Indemnity.

94. You agree to indemnify and hold 1Dayhire and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including legal fees) arising out of or in connection with:
- Your use of the Services or services or goods obtained through your use of the Services;
 - your breach or violation of any of these Terms;
 - 1Dayhire's use of your User Content; or
 - your violation of the rights of any third party, including Third Party Providers.

Governing Law

95. Except as otherwise set out in these Terms, these Terms shall be exclusively governed by and construed in accordance with the laws of New South Wales, Australia.

Mediation followed by Arbitration

96. If a dispute arises from this contract, a party to the contract must not commence court or arbitration proceedings relating to the dispute unless that party has participated in a mediation in accordance with paragraphs 98 and 99 of this clause. This paragraph does not apply to an application for urgent interlocutory relief.
97. A party to this contract claiming that a dispute has arisen from the contract ("the Dispute") must give written notice specifying the nature of the Dispute ("the Notice") to the other party or parties to the contract. The parties must then participate in mediation in accordance with this clause.
98. If the parties do not agree, within seven days of receipt of the Notice (or within a longer period agreed to in writing by them) on:

1. the procedures to be adopted in a mediation of the Dispute; and
 2. the timetable for all the steps in those procedures; and
 3. the identity and fees of the mediator; then:
 4. the President of The Law Society of New South Wales will appoint the mediator and determine the mediator's fees and determine the proportion of those fees to be paid by each party (to be in equal shares unless otherwise agreed by the parties);
 5. the parties must mediate the Dispute:
 1. with the mediator appointed under paragraph 99(d);
 2. with a genuine commitment to participate; and
- in accordance with the Mediation Guidelines of The Law Society of New South Wales.
99. If a party commences proceedings relating to the Dispute other than for urgent interlocutory relief, that party must consent to orders under section 26 of the *Civil Procedure Act 2005* that the proceedings relating to the Dispute be referred to mediation by a mediator.
100. If the parties do not agree on a mediator within seven days of the order referred to in paragraph 100, the mediator appointed by the President of the Law Society of New South Wales will be deemed to have been appointed by the Court.
101. If a party:
1. Refuses to participate in a mediation of the Dispute to which it earlier agreed; or
 2. refuses to comply with paragraph 99(e) of this clause, a notice having been served in accordance with paragraph 98; then
 3. that party is not entitled to recover its costs in any court proceedings or arbitration relating to the Dispute, even if that party is successful; and
 4. that party is deemed to have consented to a decree of the Supreme Court of New South Wales that it will specifically perform and carry into execution paragraph 99(e) of this clause.
102. Clauses 97 to 102 herein shall survive termination of this agreement.

Claims of Copyright Infringement

103. Claims of copyright infringement should be sent to 1Dayhire's designated agent. details of which may be found on 1Dayhire's web page at [contact@1dayhire.com.au].

Notice

104. 1Dayhire may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account.
105. You may give notice to us by written communication to our address:

27 Pershing Road, Edmondson Park NSW 2174.

General

106. You may not assign or transfer these Terms in whole or in part without our prior written approval.

107. You give your approval to us to assign or transfer these Terms in whole or in part, including to:

1. A subsidiary or affiliate;
2. an acquirer of our equity, business or assets; or
3. a successor by merger.

108. No joint venture, partnership, employment or agency relationship exists between you, 1Dayhire or any Third Party Provider as a result of the contract between you and 1Dayhire or use of the Services.

109. If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected.

110. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms.

111. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter.

112. In these Terms, the words “including” and “include” mean “including, but not limited to.”

Interpretation

113. In this Agreement:

- headings are for convenience only and do not affect the interpretation of this Agreement;
 - reference to any statute or statutory provision shall include any modification or re-enactment of, or any legislative provisions substituted for, and all legislation and statutory instruments issued under such legislation or such provision;
 - words denoting:
 - the singular shall include the plural and vice versa;
 - individuals shall include corporations, associations, trustees, instrumentalities and partnerships and vice versa;
 - any gender shall include all genders;
1. references to:
 1. Parties, Parts, clauses, Annexures and Schedules are references to Parties, Parts, clauses, Annexures and Schedules to this Agreement as modified or varied from time to time;

2. any document, deed or agreement shall include references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;
2. a party includes the party's representatives, administrators and permitted assigns;
 - all references to dates and times are to Sydney, New South Wales time;
 - all references to "\$" and "dollars" are to the lawful currency of Australia unless otherwise expressly stated;
 - if a party consists of more than one person this Agreement binds them jointly and each of them severally;
 - "including" and similar expressions are not words of limitation;
 - where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression has a corresponding meaning;
 - "related body corporate", "subsidiary" and "holding company" have the same meaning as in the *Corporations Act 2001* (Cth);
 - reference to anybody other than a party to this document (including, without limitation, an institute, association or authority), whether or not it is a statutory body:
 1. which ceases to exist, or
 2. whose powers or functions are transferred to any other body,

refers to the body which replaces it or which substantially succeeds to its powers or functions; and

1. if the day on which a person must do something under this Agreement is not a Business Day that person must do it on or by the next Business Day.