

**ENFORCEABLE UNDERTAKING  
GIVEN TO THE AUSTRALIAN COMMUNICATIONS AND MEDIA AUTHORITY  
BY DOORDASH TECHNOLOGIES AUSTRALIA PTY LTD ACN 634 446 030  
UNDER SECTION 38 OF THE *SPAM ACT 2003***

**1. Definitions**

- 1.1. In this Undertaking:
- 1.1.1. **ACMA** means the Australian Communications and Media Authority.
  - 1.1.2. **Board** means DoorDash's Board of Directors.
  - 1.1.3. **CEM** means commercial electronic message and has the same meaning as defined in the *Spam Act 2003*.
  - 1.1.4. **CEM complaint** means a complaint received by DoorDash that relates to a CEM sent, or alleged to have been sent, by or on behalf of DoorDash and that has an Australian link, and includes complaints notified to DoorDash by the ACMA or sent through an applicable complaint channel.
  - 1.1.5. **Commencement Date** has the meaning given in clause 2.1.
  - 1.1.6. **Dasher** means an independent third-party contractor that provides delivery or other services to fulfil orders placed by consumers via DoorDash's platform.
  - 1.1.7. **DoorDash** means DoorDash Technologies Australia Pty Ltd ACN 634 446 030.
  - 1.1.8. **Implementation Plan** has the meaning given in clause 6.
  - 1.1.9. **Independent Consultant** means a qualified and independent consultant with expertise in audits relating to risk and compliance, processes, procedures, systems, governance and assurance controls.
  - 1.1.10. **Initial Report** means the report produced by the Independent Consultant referred to in clause 5.
  - 1.1.11. **personnel** means all employees or contractors engaged by DoorDash.
  - 1.1.12. **prospective Dasher** means an individual who has commenced (but not completed) the registration process to become a Dasher.
  - 1.1.13. **Spam Act** means *Spam Act 2003* (Cth).
  - 1.1.14. **Subsequent Review** has the meaning given in clause 7.1

**2. Term of the Undertaking**

- 2.1. This Undertaking commences when:
- 2.1.1. it has been executed by DoorDash
  - 2.1.2. so executed, it has been accepted by the ACMA and written notification of that acceptance has been provided to DoorDash (**Commencement Date**).
- 2.2. This Undertaking continues for a period of 36 months from the Commencement Date or until it is withdrawn by DoorDash, with the approval of the ACMA, pursuant to section 38 of the Spam Act, whichever is earlier.
- 2.3. This Undertaking may be varied by DoorDash, with the consent of the ACMA, pursuant to subsection 38(2) of the Spam Act.
- 2.4. Any notice or approval required or permitted to be given by the ACMA under this Undertaking must be in writing and may be given by any ACMA Authority member or by any ACMA staff member who is a member of the Senior Executive Service.

### 3. Background

- 3.1. On 13 October 2022, the ACMA notified DoorDash that the ACMA had reasonable grounds to believe that, during the period 1 March 2022 to 13 October 2022, DoorDash sent, or caused to be sent, CEMs without:
  - 3.1.1. consent, in contravention of section 16(1) of the Spam Act; and
  - 3.1.2. a statement to the effect that the recipient may send an unsubscribe message to DoorDash, in contravention of section 18(1) of the Spam Act.
- 3.2. DoorDash acknowledges the ACMA's findings and, in response to the ACMA's concerns regarding DoorDash's compliance with the Spam Act, offers this Undertaking to the ACMA aimed at addressing future compliance with the Spam Act.

### 4. Undertaking

- 4.1. DoorDash undertakes to take the following specified actions to ensure DoorDash's processes, procedures and systems used for sending CEMs to consumers, Dashers or prospective Dashers in Australia complies with the Spam Act so that DoorDash does not contravene the Spam Act in the future.

### 5. Independent Consultant – Initial Report

- 5.1. DoorDash undertakes to appoint an Independent Consultant to:
  - 5.1.1. review DoorDash's current procedures, policies, training and systems relating to its compliance with the Spam Act and identify any deficiencies and/or improvements to ensure that:
    - a. all CEMs are sent, or caused to be sent, by DoorDash to consumers, Dashers or prospective Dashers with the consent of the relevant account holder
    - b. DoorDash receives, records and actions all unsubscribe requests received from consumers, Dashers or prospective Dashers within the periods specified in Schedule 2 to the Spam Act for when withdrawal of consent takes effect
    - c. all CEMs sent, or caused to be sent, by DoorDash to consumers, Dashers or prospective Dashers contain the information required by paragraphs 17(1)(a) and (b) of the Spam Act
    - d. all CEMs sent, or caused to be sent, by DoorDash to consumers, Dashers or prospective Dashers contain a functional unsubscribe facility as required by subsection 18(1) of the Spam Act
    - e. all CEMs sent, or caused to be sent, by DoorDash to consumers, Dashers or prospective Dashers with the intent that they be treated as designated CEMs (within the meaning given in Schedule 1 of the Spam Act) have been accurately categorised as designated CEMs having regard to all relevant factors under the Spam Act.
    - f. DoorDash classifies and analyses its records of CEM complaints to identify systemic and recurring problems and trends (**systemic problems**).
  - 5.1.2. produce a report (**the Initial Report**) making recommendations as to:

- a. ensuring DoorDash implements appropriate systems to action unsubscribe requests it receives from recipients of CEMs sent to consumers, Dashers or prospective Dashers in Australia
  - b. improvements to policies and procedures that ensure compliance with the Spam Act, including but not limited to:
    - i. quality assurance procedures for ensuring the ongoing integrity and functionality of relevant systems used for sending CEMs to consumers, Dashers or prospective Dashers in Australia
    - ii. procedures for ensuring DoorDash personnel responsible for creating or sending CEMs to consumers, Dashers or prospective Dashers in Australia comply with policies and procedures
    - iii. procedures for ensuring continued compliance when process or system changes are implemented in systems used for sending CEMs to consumers, Dashers or prospective Dashers in Australia
  - c. ongoing training for relevant personnel of DoorDash who create or send CEMs to consumers, Dashers or prospective Dashers in Australia on Spam Act compliance
  - d. ongoing monitoring of Spam Act compliance measures
  - e. ensuring DoorDash takes steps to address any identified problems.
- 5.2. DoorDash undertakes to seek written approval from the ACMA for the appointment of the proposed Independent Consultant within 30 business days after the Commencement Date. If the ACMA does not approve the choice of Independent Consultant, DoorDash will repeat this process until it has the ACMA's written approval.
- 5.3. DoorDash undertakes to appoint the Independent Consultant, and to provide written notification of that appointment to the ACMA, within 10 business days after the ACMA has given its written approval.
- 5.4. DoorDash undertakes to instruct the Independent Consultant to provide the Initial Report to DoorDash, including the Board, and at the same time to the ACMA, within six months of their appointment.

## 6. Implementation Plan

- 6.1. DoorDash undertakes that, within 3 calendar months of receiving the Initial Report, DoorDash will:
- 6.1.1. develop an Implementation Plan setting out the steps DoorDash has taken, or will take, to implement all recommendations made by the Independent Consultant in the Initial Report, including timeframes (unless the ACMA specifically agrees that any recommendation need not be implemented upon request by DoorDash); and
  - 6.1.2. provide a copy of the Board-approved implementation plan to the ACMA (the **Implementation Plan**).
- 6.2. DoorDash undertakes to comply with the Implementation Plan in accordance with the timeframes specified in the plan.
- 6.3. The Implementation Plan may be modified at any time subject to the ACMA's written approval.

## 7. Independent Consultant – Subsequent Reviews and replacement

- 7.1. DoorDash undertakes to instruct the Independent Consultant to review, every 12 months after the Initial Report is provided to DoorDash and the ACMA (each a **Subsequent Review**):
  - 7.1.1. DoorDash's progress to address actions in the Implementation Plan; and
  - 7.1.2. any changes since the Independent Consultant's last review that DoorDash has made to procedures, policies, training and systems relating to its Spam Act compliance.
- 7.2. DoorDash undertakes to instruct the Independent Consultant to provide the results of Subsequent Reviews in writing to DoorDash, including the Board, and, at the same time, the ACMA within 2 months of the commencement of each Subsequent Review, including a statement about whether they are satisfied that DoorDash's procedures, policies, training and systems are effective in ensuring compliance with the Spam Act.
- 7.3. Subject to the ACMA's written agreement, DoorDash may remove the Independent Consultant at any time and replace the Independent Consultant with a new Independent Consultant approved by ACMA. If the ACMA does not approve the choice of Independent Consultant, DoorDash will repeat this process until it has the ACMA's approval.

## 8. Periodic compliance reports

- 8.1. DoorDash undertakes to provide to the ACMA a compliance report, approved by the Board, 6 months after the Initial Report is provided to DoorDash and the ACMA (**Initial Compliance Report**) and every 12 months after then (each a **Subsequent Compliance Report**).
- 8.2. The period to be covered by each compliance report prepared under clause 8.1 will be:
  - 8.2.1. (for the Initial Compliance Report) the 6 month period between the date of the Initial Report and the Initial Compliance Report; and
  - 8.2.2. (for each Subsequent Compliance Report) the period since the previous compliance report prepared under this clause 8.
- 8.3. Each compliance report prepared under clause 8.1 will address the following matters in respect of the period determined under clause 8.2:
  - 8.3.1. the status of actions DoorDash has taken, or will take, under the Implementation Plan
  - 8.3.2. a report of all de-identified complaints made to DoorDash by consumers, Dashers or prospective Dashers, about alleged non-compliance with the Spam Act including the date of the complaint and a unique identifier for each complaint;
  - 8.3.3. action DoorDash has taken, or proposes to take, on each complaint the ACMA has notified DoorDash about or DoorDash has received directly from consumers, Dashers or prospective Dashers in Australia;
  - 8.3.4. details of training provided under clause 9 of this Undertaking; and
  - 8.3.5. all instances of identified non-compliance with the Spam Act, including the cause of any identified compliance issues and remediation action taken or proposed to be taken and applicable dates.

**9. Remedy for consumers who were not successfully unsubscribed prior to this undertaking**

- 9.1. DoorDash undertakes to ensure that all consumers who made unsubscribe requests during the period specified in clause 3.1 in relation to DoorDash CEMs have been successfully unsubscribed from receiving CEMs from DoorDash.
- 9.2. DoorDash undertakes to provide written confirmation to the ACMA within 3 months that the activity at clause 9.1 has been completed.

**10. Training**

- 10.1. DoorDash undertakes to train all personnel that may be, or are currently, responsible for creating or sending CEMs to consumers, Dashers or prospective Dashers in Australia, and their direct line manager, to ensure compliance with the Spam Act, within 3 calendar months of the Commencement Date.
- 10.2. DoorDash undertakes to provide training similar to that described in clause 10.1, for all new personnel that may be, or are currently responsible for creating or sending CEMs to consumers, Dashers or prospective Dashers in Australia within 6 weeks of their commencement in such roles.
- 10.3. DoorDash undertakes to repeat the training, described in clause 10.1, every 12 months after DoorDash has undertaken the training referred to in clause 10.1 for the term of this undertaking. If personnel have undertaken training set out at clause 10.2 within the past 6 months, this clause does not require DoorDash to ensure that such personnel undergo repeat training.

**11. Acknowledgment of publication**

- 11.1. DoorDash acknowledges that the ACMA may publish these undertakings.

**SIGNED by REBECCA BURROWS as authorised representative for DOORDASH TECHNOLOGIES AUSTRALIA PTY LTD (ACN 634 446 030)**

[Redacted Signature]

Signature of Authorised Representative

General Manager, Australia, New Zealand and Canada

.....  
Title of Authorised Representative

July 26, 2023  
.....  
Date of signing

**SIGNED by JEREMY FENTON as authorised representative for the AUSTRALIAN COMMUNICATIONS AND MEDIA AUTHORITY**

[Redacted Signature]

Signature of Authorised Representative

Executive Manager, Consumer, Consent and Numbers Branch

.....  
Title of Authorised Representative

28 July 2023  
.....  
Date of signing