

Terms of use of the Apps for both Drivers and Passengers

oRide Technologies
www.oridetechologies.com

The following Terms of Use outline your obligations when using our oRide Apps. You may also review our Privacy Policy, which outlines our obligations and practices towards handling any personal information that you may provide to us.

2. Modification of These Terms of Use

We reserve the right, at its sole discretion, to change, modify, update, add, or remove portions of the Terms of Use at any time, with or without notice to you. Please check these Terms of Use periodically for changes. Your continued use of the Services after the posting of any changes to the Terms of Use will signify your acceptance of those changes.

3. Availability Of The Site

You acknowledge that there may be interrupted in service or events that are beyond our control. While we use reasonable efforts to keep the Apps accessible, the Apps may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of our control App access may be interrupted, suspended or terminated. We retain the right at our sole discretion to deny service, or access to the App to anyone or an account, at any time and for any reason.

4. Communications

We reserve the right to contact you from time to time for feedback about the Services, including feedback and reviews regarding our business with which you have done the transaction, and for service and support related issues. We reserve the right to contact you through e-mail, facsimiles, text or voice messages, or notices posted on our websites. Notices will be deemed effective at the time they are sent by us or as of date they are posted, regardless of whether you actually read any such notices. Any such our business may contact you through any of the means you provided during using process, such as via your telephone number or email address. You consent that any emails, surveys, reviews, other information or feedback you provide to us through the Services or via any other medium, except for Personally Identifiable Information, as defined in our Privacy Policy, can be used by us in any manner, including but not limited to for reviews, testimonials and ratings on our websites.

5. Intellectual Property

We retain all rights in and to, including without limitation, the copyrights, patents, and trade secrets, trademarks or service marks contained in or relating to the Services that are the exclusive property of us and/or our licensors. We do not transfer any rights in or to our Intellectual Property to you. Content of the Services that incorporates or includes any of our Intellectual Property may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of us or the rightful owner, as applicable.

6. Use of the Services

You may not use the Services in any manner that is illegal or harmful to the Services. Among other restrictions, you agree that you shall not, nor shall you allow any third party to:

- Use the Services through unauthorized interfaces or protocols.
- Transmit information that infringes the rights of others or is abusive, pornographic, violent, racist, discriminatory, offensive, vulgar, obscene, defamatory, invasive of personal privacy, harassing, threatening, or otherwise objectionable.
- Translate, reverse-engineer, decompile, disassemble, modify, or make derivative works from the Services or Services software (accept as applicable law expressly permits).
- Remove, obscure or alter any notices or indications of rights in or to our Intellectual Property.
- Interfere with, or attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from any of our servers.
- Take any action that imposes an unreasonable or large load on our infrastructure.
- Upload invalid data, viruses, worms, or other harmful software to the Services.
- Use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Services, unless expressly permitted by us.
- Use the Services in a way that disables the Services or prevents or inhibits anyone from using the Services; or Impersonate any person or entity in order to use, or through use of, the Services.

7. Termination

Upon termination of your use of the Services for any reason, all of your rights to access and use any and all parts of the Services shall immediately terminate. In the event of such termination, you agree to remove any and all Content from all of your hard drives and any other storage media and to destroy all copies of the Content in your possession.

8. Our Responsibilities

We are not responsible for providing assistance or support to you, including error corrections, upgrades, support, updates, bug fixes, enhancements, or other types of support. You agree that we have no liability or responsibility for the storage or deletion of any User Submissions. We reserve the right, but not the obligation, to remove any User Submissions at its discretion. We may monitor your use of the Services, to the extent permitted by law, to ensure compliance with these Terms of Use, satisfy legal requirements, or protect our rights and the right of others.

9. Entire Agreement/ Translation/ Interpretation

These Terms of Use, other legal policies as posted on our websites, and any operating rules for the Services established by us constitute the entire agreement between us and you regarding your use of the Services. If any provision of these Terms of Use should be held illegal or unenforceable by a court with

jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from these Terms of Use if no such modification is possible, and the other provisions of these Terms of Use shall remain in full force and effect. The section headings used are for convenience only and shall not be given any legal significance.

10. Warranty Disclaimer

The Services are provided "as is", "with all faults", and "as available". You agree that your use of the services shall be at your sole risk. We do not guarantee that users will be able to access the Services at all times or places, that we will have adequate capacity for all users, or that the services will be operable with your equipment.

To the fullest extent permitted by law, we, our officers, directors, employees, and agents disclaim all warranties, express or implied, including implied warranties of merchantability, suitability, quality, accuracy, fitness for particular purposes and non-infringement.

We make no warranties or representations about the content of any web sites linked to the services. We do not warrant, endorse, guarantee, or assume responsibility for any product or services provided, advertised or offered by a third party through the services or any linked web site or featured in any advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third party.

The Services are offered by us from the where oRide is operate. We make no representations that the Services are appropriate or available for use in all countries. Those who access or use the Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.

11. Limitation of Liability

In no event shall we, our officers, directors, employees, or agents, be liable to you for any indirect, incidental, special, punitive, or consequential damages whatsoever resulting from:

- Any errors, mistakes, or inaccuracies of services content.
- Personal injury or property damage, of any nature whatsoever, resulting from your use of the services.
- Any unauthorized access to or use of our servers and/or any and all personal information stored therein.
- Any interruption or cessation of transmission to or from the services or interoperability problems.
- Any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the services by any third party.
- Any errors or omissions in any content.
- User submissions or the defamatory, offensive, or illegal conduct of any third party.
- Your use, or inability to use, any portion of the services or for any loss or damage of any kind (including your data) incurred as a result of your use of the services, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised

of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

12. Refund policy

You can easily cancel your subscription with one-month notice. There are no cancellation fees, though no refunds are provided for prorated periods.

13. Your Requirements

You acknowledge and agree that at all times, you shall:

(a) hold and maintain

- (i) a valid driver's license with the appropriate level of certification to operate your Vehicle, and
- (ii) all licenses, permits, approvals and authority applicable to you that are necessary to provide passenger transportation services to third parties in the Territory;

(b) possess the appropriate and current level of training, expertise and experience to provide Transportation Services in a professional manner with due skill, care and diligence; and

(c) maintain high standards of professionalism, service and courtesy. You acknowledge and agree that you may be subject to certain background and driving record checks from time to time in order to qualify to provide, and remain eligible to provide, Transportation Services. You acknowledge and agree that Company reserves the right, at any time in Company's sole discretion, to deactivate or otherwise restrict you from accessing or using the Driver App or the oRide Services if you fail to meet the requirements set forth in this Agreement.

14. Vehicle Requirements

You acknowledge and agree that your Vehicle shall at all times be: (a) properly registered and licensed to operate as a passenger transportation vehicle in the Territory; (b) owned or leased by you, or otherwise in your lawful possession; (c) suitable for performing the passenger transportation services contemplated by this Agreement; and (d) maintained in good operating condition, consistent with industry safety and maintenance standards for a Vehicle of its kind and any additional standards or requirements in the applicable Territory, and in a clean and sanitary condition.

15. Documentation

To ensure your compliance with all requirements in Sections 13 and 14 above, you must provide Company with written copies of all such licenses, permits, approvals, authority, registrations and certifications prior to your provision of any Transportation Services. Thereafter, you must submit to Company written evidence of all such licenses, permits, approvals, authority, registrations and certifications as they are renewed. Company shall, upon request, be entitled to review such licenses, permits, approvals, authority, registrations and certifications from time to time, and your failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement. Company reserves the right to independently verify your documentation from time to time in any way Company deems appropriate in its reasonable discretion.

16. Indemnification

Drivers are defined as owner-Operators, independent contractors using oRide partner App.

Passengers are defined as individuals using oRide passenger app.

You shall indemnify, defend (at oRide's's option) and hold harmless oRide and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all

liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes arising out of or related to:

- (a) your breach of your representations, warranties or obligations under this Agreement; or
- (b) a claim by a third party (including Users, regulators and governmental authorities) directly or indirectly related to your provision of Transportation Services or use of the oRide Services.

17. Limits of Liability

oRide and its Affiliates shall not be liable under or related to this Agreement for any of the following, whether based on contract, tort or any other legal theory, even if a party has been advised of the possibility of such damages:

- (i) any incidental, punitive, special, exemplary, consequential, or other indirect damages of any type or kind; or
- (ii) your or any third party's property damage, or loss or inaccuracy of data, or loss of business, revenue, profits, use or other economic advantage.

I Accept terms of use oRide

End

Last updated December 12, 2016