

This Agreement ("Agreement") is between TT RideShare ("**Company**") and you the driver, ("**Driver**")

Whereas:

- A. By accessing and confirming acceptance of this Agreement and/or by using the Apps you agree to be bound by the terms and conditions below.
- B. Company provides lead generation to independent providers of peer-to-peer ("P2P") passenger transportation services using the Services (defined hereunder) under the terms and conditions below.

Driver agrees with Company to the following terms and conditions:

1. Definitions

- 1.1. "**Account**" means an account opened by the Driver and approved by the Company to access the Driver App to benefit from the Services.
- 1.2. "**Apps**" means the applications from Company (e.g. software, websites, payment services as described in Section 4 below, and related support services systems, as may be amended from time to time) that facilitate Users to arrange and schedule P2P transportation, delivery and logistics services ("**Transport Services**") from Drivers and applications that allow Drivers to use the Services to be able to procure and fulfil requests for Transport Services to Users.
- 1.3. "**Company Data**" means all data related to the access and use of the Services hereunder, including all data related to Users (including User Information), all data related to the provision of Transport Services via the Services and the Driver App, and the ID.
- 1.4. "**Driver**" means person who use and access the Driver APP (hereafter defined) for the purpose of providing vehicle transport services to clients
- 1.5. "**Driver App**" means the App that allows the Driver to use the Services.
- 1.6. "**Fare**" means the fee charged to a User for Transport Services based on distance and time taken to go between pick up location and destination as set out in Company's schedule of fees in the Company Website and as calculated by the Driver App
- 1.7. "**ID**" means the unique identification number and password assigned to a Driver on opening an Account.
- 1.8. "**Request**" means a request from a User for Transport Services.
- 1.9. "**Services**" means Company's digital platform electronic services that facilitate transport providers to screen for, obtain and fulfil on-demand Transport Services requests by Users through Apps
- 1.10. "**Services Fee**" shall be a percentage of the Fare to be paid by or due from Driver to Company per Request or as otherwise set out on the Company's Website.
- 1.11. "**Territory**" means Trinidad and Tobago
- 1.12. "**User**" means a duly authorized end user who uses the Apps to obtain Transport Services offered by Drivers.
- 1.13. "**User Data**" means information (which may include User's name, pick up location and destination) about a User that Driver can access when a User requests Transport Services
- 1.14. "**Vehicle**" means the Driver's Vehicle which must meet the quality standards and other criteria set by Company (as amended from time to time) and which must always comply with all statutory and legal requirements.

- 2. **Grant of License:** Conditional upon compliance with the terms herein, Driver is granted a limited, non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable license right to use the Apps and Services and Driver is under no obligation of exclusivity to Company and is free to provide similar transport services, open accounts similar to Account with third parties, access services from third parties similar to the Services and engage in business, to and with any other party. All rights not expressly granted to you are reserved by the Company and its respective licensors.

- 3. **Driver Undertakings, Warranties, Acknowledgments:** Driver by accessing and confirming Acceptance of this Agreement and/or by using this APP, agrees:

- 3.1 and accepts that Company does not provide any transport services, but that Company provides a technology platform to allow Users to place requests for Transport Services and allows Drivers to search for and accept and fulfil Transport Services,
- 3.2 that in providing Transport Services, you create a contractual, legal, and direct relationship with you and User, to which Company is not a party and to which Company shall have no liabilities whatsoever to any party for your acts and omissions related to the Vehicle and providing the Transport Services, ("Acts").
- 3.3 You as Driver bear sole responsibility for your Acts.
- 3.4 to be bound by the terms and conditions herein,
- 3.5 to use the Account, Apps, User Data and Request solely for providing Transport Services and shall not use the foregoing for personal or non-lawful purposes or in any manner that may constitute a breach of agreement or negligence and

- 3.6 that in accessing and using the Account, the Apps, the Services and in providing the Transport Services, Driver warrants and always undertakes:
 - 3.6.1 to hold and maintain a valid driver's license and proper fully comprehensive Vehicle insurance in which you are a named insured
 - 3.6.2 to act with due diligence and care, uphold ambitious standards of health and safety, to maintain professionalism, respect, courtesy, and high-quality service to Users and third parties
 - 3.6.3 to hereby consent to initial and continuing background checks on Driver and User evaluations by Company for quality assurance purposes.
 - 3.6.4 that your Vehicle shall always be properly registered and licensed to fulfil Transport Services, shall be duly owned, leased or in your lawful control and custody, fit for the purpose intended, be maintained in good working condition in accordance with industry standards, and shall be always clean and sanitary.
 - 3.6.5 To have and maintain all consents, approvals, licenses, permits and authorizations required to fulfil this Agreement.
 - 3.6.6 To give due copies of all documents evidencing the foregoing when requested by Company (including your obligation to provide updates for any changes or renewals) for which Driver consents to Company keeping records of Company's business.
 - 3.6.7 to comply with all laws of the Territory
- 4. **Account/ ID:** The following terms relate to use of the Driver Apps
 - 4.1 The Driver must open a Driver Account on the Driver App to access and use the Driver App. Once this Account has duly opened the Driver will be issued an ID. The Driver shall have only one Account existing.
 - 4.2 Driver shall maintain the Account with due diligence and care and shall not disclose, share with, or allow any third party (not expressly authorized by Company) to access and or use the Account or Driver App with your Account and shall immediately report all breaches or improper use of the Account or Driver App, (suspected or actual).
- 5. **Provision of Transport Services**
 - 5.1 Company provides the Apps and possibly related Apps/technology support & administrative Services, as technology enabler and Driver will provide his own tools of the trade at his expense that will be required for Driver to perform the Transport Services (e.g. Vehicle, mobile device with data plan on which the Driver App is to be installed and which should meet the specifications required by Company to enable such installation and use)
 - 5.2 Subject to your provision of a suitable mobile device for installation of the Apps and agreement to allow Company to access and track your geo-location data when you are logged into the Driver App (including during provision of Transport Services), Company hereby grants you a personal, non-exclusive, non-transferable user right to install and use the Driver App Services solely for the purposes set out in this Agreement. You agree to not provide, distribute, or share, or enable the provision, distribution or sharing of, the Driver App (or any data associated therewith) with any third party.
 - 5.3 If Driver is within the vicinity of a User, Driver may receive a Request on the Driver App when the Drive App and your Account is active, and you are available.
 - 5.4 Driver is free to accept or decline any Request at Driver's sole discretion or to cancel any accepted Request via the Driver App subject to Company's then-current cancellation policies.
 - 5.5 All User Data must not be disclosed to parties or to any media not expressly authorized by the Company.
 - 5.6 For each Request that you agree and accept using the Driver App:
 - 5.6.1 Company will supply certain User Data via the Driver App to facilitate the Request (e.g., User's name, contact data, pick up and destination locations).
 - 5.6.2 It may be advisable to wait at least five minutes for a User to arrive at the pick-up location and that you attempt one call to User, thereafter, to confirm if you can wait any longer or if the User intends to complete the Request.
 - 5.6.3 Driver must confirm destination from User directly in person unless the destination in the App is completely clear.
 - 5.6.4 Some of your Driver Data (e.g., name, contact data, photo, location, geo tracking of Vehicle and Vehicle model & registration) will be disclosed in the Apps to User
 - 5.6.5 You warrant, undertake, agree, and accept that you as the Driver shall be solely responsible for providing the Transport Services and as such for devising and executing the most efficient, effective, and safest way to perform the same for each Request.
 - 5.6.6 You will not have any other person in the Vehicle when providing the Transport Services unless duly authorized by User.
 - 5.6.7 You will transport the User to their specified destination as directed by Use without unauthorized interruptions, detours and stops.

- 5.7 Upon completion of the Transport Services, you accept that the Apps will prompt a ratings section which:
- 5.7.1 At User's option, User may rate the Driver and give further feedback on the quality of the Transport Services,
 - 5.7.2 At Driver's option, Driver may rate User and give feedback on Driver's experience with User. Driver shall give all ratings and feedback in good faith.
 - 5.7.3 Failure to maintain the minimum rating pursuant to the Company's policies shall result initially in a probation period being imposed on Driver to elevate ratings to meet the said minimum rating, failing which the Company may at its sole discretion trigger Deactivation.
- 5.8 If the Driver repeatedly declines Requests while logged in, which can adversely impact the effectiveness and efficiency of the Apps for Users, the Company may at its sole discretion trigger the Deactivation.

6. Fees and Charges

- 6.1 You must in the Driver App log when you start and complete the Transport Services for the Fare to be calculated
- 6.2 You agree that Fares may surge sometimes based on traffic, times of high demand and other socio-politico and geographic factors or reasonable considerations.
- 6.3 The Driver agrees that the Fares are recommended only and may collect the Fare directly from the User and act as limited payment collection agent for the Company for that portion of the Fares representing Service Fees.
- 6.4 Driver is responsible for issuing correct change to User and collecting the correct Fare and any Fare and Service Fee shortfall or overage shall be accounted for, and all shortfalls shall be borne by the Driver. Any overage which a User claims and proves as overpayment shall be accounted for and borne by Driver.
- 6.5 The driver will provide at the completion of each Request, a receipt or confirmation of payment through the Driver App which shall act as your proof of receipt of the Fare from the User.
- 6.6 The driver will then be responsible for remitting to the Company the Service Fees from each Request in accordance with the Service Fee calculation breakdown in the Driver App based on the Fare per Request.
- 6.7 The driver is entitled to charge a fare to the User lower than the Fare calculated by the Driver App, in which case the Company may but is not obligated to consider acceptance of a prorated lower Service Fee.
- 6.8 The company reserves the right at its sole discretion to remove or adjust (whether temporarily or otherwise) all Fares and Service Fees for any of the services and shall give you notice of such changes.
- 6.9 The company uses reasonable commercial efforts to inform you of discounts, Promo Codes, surges, hikes, and adjustments to Fares to ensure quality service.
- 6.10 Continued use of the Services after any such change in the Fares and Service Fees shall constitute your consent to such change.
- 6.11 Company reserves the right to adjust the Fare in certain circumstances including but not limited to
- 6.11.1 you took an inefficient route,
 - 6.11.2 you failed to properly end a Request
 - 6.11.3 technical errors in the Apps
 - 6.11.4 in fraudulent circumstances.
- 6.12 Where a User opts to cancel a Request that you have accepted via the Driver App, Company may but is not obligated to charge user a cancellation fee ("**Cancellation Fee**") unless you negotiate a lower fee compared to the Cancellation Fee with User. The Cancellation fee (or lower fee negotiated by you) shall be remitted to Driver by Company (unless Driver collected same directly from User).
- 6.13 The company shall, via the Driver App, provide a weekly breakdown of Service Fees and Fares for Driver per Request.
- 6.14 The driver shall remit all Service Fees and other monies due to the Company weekly on Fridays.
- 6.15 Set off: Company may set off any Service Fee collected by you against any card collections made to Company in your favor.
- 6.16 Company shall not be deemed to have waived its right to any amounts owed by you if: (a) there are insufficient payment card Fares to set off against; (b) you do not timely repay any amounts owed the Company; or (c) Company elects to require a minimum amount owed prior to initiating collection efforts or otherwise delays collecting amounts owed by you. The company reserves the right to suspend your account if you maintain a negative balance for more than one (1) week. With each payment statement, Company shall report any offsetting and deductions.

7. Intellectual Property and Ownership

- 7.1 You shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Services, Driver App in any way; (b) modify or make derivative works based upon the Services or Driver App; (c) improperly use the JServices or Driver App, including creating Internet "links" to any part of the Services or Driver App, "framing" or "mirroring" any part of the Services or Driver App on any other websites or systems, or "scraping" or otherwise improperly obtaining data from the Services or Driver App; (d) reverse engineer, decompile, modify, or disassemble the Services or Driver App except as allowed under applicable law; or (e) send spam or otherwise duplicative or unsolicited messages. In addition, you shall not, and

shall not allow any other party to, access or use the Services or Driver App to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with the Services an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the Company the operation and/or performance of the Services; or (iv) attempt to gain unauthorized access to the Services or its related systems or networks, all except to the extent such actions must be allowed under law

- 7.2 The Services, Driver App and Company Data, including all intellectual property rights therein, are and shall remain (as between you and Company) the property of Company, its licensors. Neither this Agreement nor your use of the Services, Driver App or Company Data conveys or grants to you any rights: (a) in or related to the Services, Driver App or Company Data, except for the aforementioned limited license granted or (b) to use or reference in any manner Company's, or their respective licensors' company names, logos, product and service names, trademarks, service marks or other indicia of ownership. Additionally, you acknowledge Company's rights in the TT RideShare family of trademarks and names, alone and in combination with other letters, punctuation, words, symbols and/or designs, the Company's Logo, and taglines. You agree that you will not try to register or otherwise claim ownership in any of the Company's Marks and Names, alone or in combination with other letters, punctuation, words, symbols and/or designs, or in any confusingly similar mark or name.
- 7.3 All Ratings and feedback remain the property of the person giving same ("**Rater**"). The Rater grants Company the perpetual, irrevocable, royalty free right to use display and share the said ratings and feedback in any manner connected with the Company's business, without the need to verify the accuracy of same.
- 7.4 Company is at liberty to edit or remove feedback that breach any laws or that contain inappropriate, obscene, or objectionable content as Company so deems.

8. Representations and Warranties; Disclaimers

- 8.1 **By Driver.** You hereby represent and warrant that: (a) you have full power and authority to enter into this Agreement and perform your obligations hereunder; (b) you have not entered into, and during the term will not enter into, any agreement that would prevent you from complying with this Agreement; and (c) you will comply with all applicable laws in your performance of this Agreement.
- 8.2 **Disclaimer of Warranties.** Company provides, and you accept, the Services, Driver App on an "as is" and "as available" basis. The company does not represent, warrant, or guarantee that your access to or use of the Services, Driver: (a) will be uninterrupted or error free; or (b) will result in any requests for Transport Services. Company functions as an on-demand lead generation and related service only and make no representations, warranties or guarantees as to the actions or inactions of the Users who may request or receive Transport Services from you, and Company does not screen or otherwise evaluate Users. By using the Services and Driver App, you acknowledge and agree that you may be introduced to a third party (including Users) that may pose harm or risk to you or other third parties. You are advised to take reasonable precautions with respect to interactions with third parties encountered in connection with the use of the Services or Driver App. Company expressly denies all liability for any act or omission of you, any User or other third party.
- 8.3 **No Service Guarantee.** The company does not guarantee the availability or uptime of the Services or Driver App. You acknowledge and agree that the Services or Driver App may be unavailable at any time and for any reason (e.g., due to scheduled maintenance or network failure). Further, the Services or Driver App may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications, and Company is not responsible for any delays, delivery failures or other damages, liabilities or losses resulting from such problems.

9. Indemnification.

- 9.1 **Generally.** You shall indemnify, defend (at Company's option) and hold harmless Company and its respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines 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 Services.
- 9.2 **Tax Indemnity.** You shall comply with all your obligations under tax laws to the extent applicable to this Agreement. You shall indemnify the Company from all tax liabilities, duties, levies, claims and penalties that may be imposed on you or on the Company because of your failure to comply with any of your tax obligations. In particular, but without limitation to the foregoing, such taxes or duties shall include taxes, wages or other duties or withholdings (including any wage tax, national insurance premiums or employee insurance premium) arising in the event that the relationship described in this Agreement, contrary to the intention and meaning of the parties, should be held to be an employment agreement between the Company and you by the regulatory authorities in the Country.

10. Limits of Liability.

- 10.1** Company 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. Except for Company's obligations to pay amounts due to you pursuant to Clause 4 above, but subject to any limitations or other provisions contained in this agreement which are applicable thereto, in no event shall the liability of Company under this Agreement exceed the amount of Service Fees actually paid to or due to Company hereunder in the six (6) month period immediately preceding the event giving rise to such claim.
- 10.2** You acknowledge and agree that all claims you have or purport to have against Company should be notified to Company and/or its Affiliates within one (1) year after the event(s) that gave rise to such claim and that you forfeit all rights in respect of that claim if you fail to do so.
- 10.3** These limitations do not purport to limit liability that cannot be excluded under applicable law.

11. Confidentiality

- 11.1** Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party ("Confidential Information"). Confidential Information includes Company Data, Driver IDs, User Information, and the transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should know should be treated as confidential.
- 11.2** Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement; (c) it shall not disclose Confidential Information of the other party to any third party, except to its employees, officers, contractors, agents and service providers ("Permitted Persons") as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and (d) it shall return or destroy all Confidential Information of the disclosing party upon the termination of this Agreement or at the request of the other party (subject to applicable law and, with respect to Company, its internal record-keeping requirements).
- 11.3** Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party; (b) was possessed by the receiving party prior to the date of this Agreement without an obligation of confidentiality; (c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.
- 11.4** Subject to all applicable laws, Company may provide to a third party any information (including personal data and any Company Data) about you provided hereunder if: (a) there is a complaint, dispute or conflict, including an accident, between you and a User; (b) it is necessary to enforce the terms of the Agreement; (c) it is required, in Company's sole discretion, by applicable law or regulation; (d) it is necessary, in Company's sole discretion, to (1) protect the safety, rights, property or security of Company, the Services or any third party, (2) detect, prevent or otherwise address fraud, security or technical issues, and/or (3) prevent or stop activity which Company, in their sole discretion, consider to be, or to pose a risk of being, illegal, unethical, or legally actionable; or (e) it is required or necessary, in Company's sole discretion, for insurance or other purposes related to your ability to qualify, or remain qualified, to use the Services. You understand that Company may retain your personal data for legal, regulatory, safety and other necessary purposes after this Agreement is terminated
- 11.5** Your personal data will be directly transferred to and processed by the Company, acting in its capacity as a data controller of such personal data. Company processes personal data in accordance with its privacy policy located at its website,

12. Deactivation and Termination

- 12.1** Company may for any reason whatsoever, with or without cause, deactivate your Account (temporarily or permanently) and or suspend, withdraw, deny, withhold or terminate the Services upon written notice (7 days without cause and forthwith for cause) and or this Agreement (in whole or part) at its sole discretion including but not limited to breach of agreement or negligence by Driver, force majeure or for any reason whatsoever, ("**Deactivation**")
- 12.2** Upon deactivation of your Account and or Termination of this Agreement you shall delete all Apps from your mobile device.

- 12.3** Upon Deactivation Driver will forthwith settle all outstanding amounts due to Company and thereafter subject to Driver settling all monies due to Company, Company will settle all monies due to Driver.

13. Miscellaneous:

13.1 No Partnership. You acknowledge and agree that:

- 13.1.1** The company's provision to you of the Driver App and the Services creates a contractual legal and direct business relationship between the Company and you.
- 13.1.2** Company does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including your provision of Transport Services, your acts or omissions, or your operation and maintenance of your Vehicle.
- 13.1.3** You have the sole right to determine when and for how long you will use the Driver App or the Services.
- 13.1.4** Unless specifically stated and to the extent so specified in this Agreement nothing in the Agreement creates any partnership, joint venture or employer-employee relationship between Company and Driver.
- 13.1.5** Driver remains an independent party that is free to use and end the use of the Apps at Driver's sole discretion.
- 13.1.6** The driver will not hold himself out to be a servant, agent, or representative of a Company.
- 13.1.7** The driver as an independent party is responsible for filing and dealing with all taxes, charges, duties, and fees including PAYE, NIS, and VAT in the provision of Transport Services and in using and accessing the Services.

13.2 Singular, Plural Male Female: Words used in this Agreement in the singular, where the context so permits, shall be deemed to include the plural and vice versa. Where the context so requires, the use of the masculine gender shall include the feminine and/or neuter genders and the singular shall include the plural, and vice versa, and the word party or person shall include any corporation, firm, partnership, or other form of association.

13.3 Modification. The company reserves the right to modify the terms and conditions of this Agreement at any time, effective upon publishing an updated version of this Agreement on the online portal available to you on the Services. The company reserves the right to modify any information referenced at hyperlinks from this Agreement. You hereby acknowledge and agree that, by using the Services, or downloading, installing, or using the Driver App, you are bound by any future amendments and additions to this Agreement, information referenced at hyperlinks herein, or documents incorporated herein, including with respect to Fare Calculations. Continued use of the Services or Driver App after any such changes shall constitute your consent to such changes.

13.4 Supplemental terms may apply to your use of the Services, such as use policies or terms related to certain features and functionality, which may be modified from time to time ("**Supplemental Terms**"). You may be presented with certain Supplemental Terms sometimes. Supplemental Terms are in addition to, and shall be deemed a part of, this Agreement. Supplemental Terms shall prevail over this Agreement in the event of a conflict.

13.5 Severability. If any provision of this Agreement 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 this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable (part of the) provision with a (part of a) provision that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable (part of the) provision, given the contents and purpose of this Agreement.

13.6 Assignment. You may not assign or transfer this Agreement or any of your rights or obligations hereunder, in whole or in part, without the prior written consent of Company. The company may assign or transfer this Agreement or any or all its rights or obligations hereunder, in whole or in part, under this Agreement without consent or notification. Should the Company do so, you have the right to terminate this Agreement immediately, without prior notice.

13.7 Entire Agreement. This Agreement, including the recitals and all Supplemental Terms, constitutes 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. In this Agreement, the words "including" and "include" mean "including, but not limited to." The recitals form a part of this Agreement.

13.8 No Third-Party Beneficiaries. You acknowledge that there are no third-party beneficiaries to this Agreement. Nothing contained in this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims.

13.9 Notices. Any notice delivered by the Company to you under this Agreement will be delivered by email to the email address associated with your account or by posting on the online portal available to you on the Services. Any notice delivered by you to the Company under this Agreement will be delivered 48 hours (about 2 days) after mailing or posting (if sent by first class mail or pre-paid post) to our registered address.

13.10 Waiver: Company's failure to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Company in writing.

13.11 Survival: This clause is deliberately omitted.

14. Arbitration: By agreeing to the Terms, you agree that:

- 14.1** All disputes you raise with Company (including but not limited to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Services) shall be resolved on an individual basis through arbitration, governed by the Arbitration Act Ch: 5:01 of the Territory and such decision of arbitration shall be binding and final.
- 14.2** You shall resolve any claim against the Company individually and shall not take part (therefore waiving all rights to trial by the Courts) in any current or future class, consolidated or representative action against the Company.
- 14.3** You and Company retain the right to bring an individual action in the Petty Civil Court and the right to seek injunctive or other equitable relief in a Court of competent authority to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.
- 14.4** You and the Company shall mutually agree to one arbitrator from the Dispute Resolution Centre to hear and determine the dispute. If the parties cannot agree on the arbitrator within one week of delivery of the written demand for arbitration by a party, the Dispute Resolution Centre shall appoint one.
- 14.5** The parties may mutually select a venue (for cost savings purposes) subject to agreement by the selected arbitrator. The arbitrator shall direct the extent for a reasonable exchange of evidence and arguments and information between the parties (which need not follow Civil Practice Rules) before a hearing.
- 14.6** The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties. The Arbitrator will determine the extent to which the parties recover legal fees and costs.