

## Terms of Use

Effective: 12 July 2023

- **Definitions:**

- **"Company"** means TT RideShare Limited who shall be providing the Services (hereafter defined)
- **"Dispute Resolution Centre"** means the **Dispute Resolution Centre**, Trinidad and Tobago, Chamber of Commerce,
- **"Services"** means the provision of the mobile applications, websites, content, product, and related services (each, an **"App"** or **"Apps"** as the context applies), that facilitate users to arrange and schedule transportation, delivery, and logistics services (**"Transport Services"**) including purchase of services from third party providers under agreement with Company (**"Third Party Providers"**).
- **"Territory"** means Trinidad and Tobago
- **"Terms"** means the terms of use that govern your use and access in the Territory of the Services
- **"Website"** means the Company's website offering the Services.

- **The Services:**

- **Terms Binding:** You may not access or use the Services if you do not agree to these Terms. By accessing or using the Services, you agree to be bound by these Terms.
- The Services are solely for personal, noncommercial use, unless otherwise separately agreed to in writing by the Company.
- **License:** Conditional on and subject to your undertaking to be bound by the Terms, Company grants you, solely for your personal, noncommercial use, a limited, non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable license to access and use: (a) the Apps on your personal devices solely for you to access and use the Services, and (b) any content, data and related information that may be available via the Services. Any rights not expressly set out herein are reserved by the Company and its licensors.
- **Third Party Providers.**
  - You acknowledge that portions of the Services may be made available under request options associated with Transport Services transportation or logistics, provided by **independent Third-Party Providers**. You acknowledge that the Company does not directly provide Transport Services and that the benefit of accessing Transport Services via the access and use of the Services does not in any way establish the Company as a provider of Transport Services.
  - Where explicitly stated, the above services may include provision of Transport Services for an upfront price, subject to acceptance by the respective Third-Party Providers.
- **Third Party Services and Content.** You acknowledge that:

- The Services may be made available or accessed via third party services and content (including advertising) that the Company does not control, using terms of use and privacy policies that differ from the Company's. The company does not endorse such third-party services and content and shall not be liable for such products or services.

- If you access the Services using Apps developed for mobile devices for Android, IOS etc. you acknowledge that these third parties 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 terms set forth in the applicable third party's terms of service.

- **Access and Use of the Services:**

- **User Account:** To use most of the Services, you must:

- Register for and keep an active personal user Services account ("**Account**"). You are permitted only one Account (unless otherwise agreed to by the Company in writing). This Account is non-transferable, non-sublicensable and non-assignable to third parties.

- Be at least 18 years old to register and get an Account, unless otherwise stated.

- Provide certain personal information, i.e., your name, address, mobile phone number, age, and/or an email address, and/or one valid payment platform used by the Company.

- Maintain accurate, complete, and up-to-date information in your Account, failing which can result in your inability to access or use the Services.

- Be responsible for all activity under your Account, and you shall always maintain the security and secrecy of your Account username and password.

- **Code of Conduct to use Services.**

- The Services shall not be accessed or used by minors.

- Transport Services shall not be available to minors, unless accompanied by you, in which case you undertake and warrant that you have due parental or guardian to so do.

- When accessing or using the Services you shall comply with all applicable laws and use and access the Services solely for lawful purposes.

- Use of foul or abusive language, aggressive or hostile behavior or breach of any applicable laws is prohibited. You shall be courteous and respectful to Third Party Providers and other persons related to the provision of the Services

- You shall access and use the Services so as not to cause or become a nuisance, annoyance, or inconvenience to any third party, and you shall not cause any property damage, injury, or harm to anyone as it relates to the Services.

- You shall comply with any request in relation to the Services to provide valid proof of identification to access or use the Services, failing which you can be denied access or use of the Services.

- **Marketing: Text/Email/Telephone Calls:**

- You agree that the Company may contact you by telephone, text, or email messages at any of the phone numbers or email addresses you provide for an Account, in relation to the Services or marketing thereof and as set out on the Website. You understand that you are not required to provide this consent as a condition of purchasing any property, goods, or services.

- **Promo Codes:** Company may but is not obliged to create and issue referral or promotion codes ("**Promo Codes**") to be redeemed for discounts or as specified benefits for the Services, subject to additional terms set by Company. You shall not sell, duplicate, create counterfeit Promo Codes or redeem them for cash. You shall use Promo Codes specifically as set by the Company. Promo Codes can be withdrawn or terminated at any time without liability on the Company's part, even before any given expiration period. Company retains the right to withhold or deduct credits or other features or benefits obtained using the referral system or from Promo Codes by you or any other user where Company determines that the use of such Promo Code was in error, fraudulent, illegal, or otherwise in violation of the Terms.

- **User Provided Content:** Company may in its sole discretion, allow you to submit, post, upload, publish or provide Company with text, audio and/or visual content of any nature, ("**User Data Provision**") (e.g., feedback on Services, entries for competitions etc.), ("**User Data**"). The User Data remains your property. By providing the User Data, you agree to grant Company a royalty free global perpetual irrevocable, transferable, sublicensable license to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Data in all formats and distribution channels (present and future) including on Company and third party sites and channels (present and future) without further notice to or consent from you, and without the requirement of payment to you or any other person or entity ("**User Data License**").

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Data or you have all rights, licenses, consents and releases necessary to grant Company the User Data License and (ii) neither the User Data, the User Data Provision, the grant of the User Data License or use by Company or sublicensees of the User Data License 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.

You agree to not provide User Data that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Company in its sole discretion, whether such material may be protected by law. The company may, but shall not be obligated to, review, monitor, or remove User Data, at the Company's sole discretion and at any time and for any reason, without notice to you.

- You are responsible for obtaining the data network access and compatible hardware and software updates necessary to use the Services and Apps and for incurring the

messaging and network data rates from your service provider. Company makes no guarantee that the Services or Apps, or any portion thereof, will function on any hardware or devices. Further, the Services may be subject to malfunctions and delays related to Internet and electronic communications usage.

- **Breach:** If you breach or are negligent in compliance with any Term or part thereof, this can result in immediate suspension, withdrawal, denial and/or cessation of access or use of the Services and /or Account, up to termination thereof.

- **Payment:** You acknowledge and agree to the following:

- **Charges:**

- **Use** of the Services for Transport Services received by you may result in charges to you ("**Charges**").

- Charges may include other applicable fees and/or surcharges including a booking fee, or processing fees for split payments.

- The company may use the Charges for any purpose, subject to any payment obligations it has agreed to with any Third-Party Providers or other third parties.

- **Methods of Payment:** The methods of payment which may be used and related information are as follows:

- As it relates to Third Party Providers, Charges you incur may be owed directly to Third Party Providers and the Third-Party Provider may collect the charges directly from you for the Charges for the Transport Services and as limited payment collection agent for Company for that portion of the Charges that represent fees for use of the Services. In these cases, the Third-Party Providers will provide a receipt or confirmation through the Apps of your payment, which is your proof of payment for the Services and Transport Services. You should ensure receipt in your Account of confirmation of payment as soon as the Transport Services has been received. The Third-Party Provider will then be responsible for remitting to the Company any part of the Charges that form the fees for your use of the Services.

- Company does not use any of the Charges for "tips" or gratuities" to any party unless expressly set out in the Apps or Terms. 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.

- **Adjustments to Charges:**

- Company reserves the right at its sole discretion to remove or adjust (whether temporarily or otherwise) all Charges for any of the services, including the Transport Services obtained by you through your use of the Services.

- You agree that Charges may surge from time to time based on traffic, times of high demand and other socio-politico and geographic factors or reasonable considerations.

- While the Company will use reasonable commercial efforts to inform you of discounts, Promo Codes, surges, hikes, and adjustments to Charges, you agree to pay all Charges incurred under your Account, whether you have advance notice of the foregoing.

- The discounts and Promo Codes, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you.

- Charges paid by you are final and non-refundable, unless otherwise determined by the Company.

- You may choose to cancel your request for Services at any time prior to the commencement of such Services, in which case you may be charged a cancellation fee on a Third-Party Provider's behalf.

- You may choose to rate your experience upon use of the Transports Services and leave other feedback through features on the Apps.

- **Repair, Cleaning or Lost and Found Fees.**

- You shall be liable for the cost of repair for damage to, or necessary cleaning of, vehicles and property resulting from use of the Services under your Account more than normal "wear and tear" damages and necessary cleaning ("Repair or Cleaning").

- Where Company verifies at its sole reasonable discretion that a request for Repair or Cleaning warranted, Company reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning using your payment method designated in your Account. Such amounts, as well as those pertaining to lost and found goods, will be transferred by the Company to a Third-Party Provider, if applicable, and are non-refundable.

- **Supplemental terms: The Services may be amended or supplemented including temporary promotions posted on the Website.** These supplemental terms shall prevail over the Terms in the event of a conflict to determine the accurate Services to be provided, during the period in which the supplemental terms are in effect. Your continued access and use of the Services after posting such amended/supplemental terms shall be your confirmation that you agree to be bound by the amended Terms.

- **Intellectual Property and Ownership.**

- The Services and all rights therein are and shall remain the Company's or its licensor's property. The Terms and your use of the Services confer no rights to you: (a) except as set out in the limited license, and (b) to use refer in any way to Company, its brand names, logos, product and service names, trademarks, or services marks or those of Company's licensors.

- You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) 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 unless as expressly consented to by Company; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) 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 (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

- Claims of Copyright Infringement should be sent the contact person and address set out in [support@ttrideshare.com](mailto:support@ttrideshare.com)

- **Data Privacy:** Compilation and use of your personal data relating to the Services is set out in the Privacy Policy section of the Website at <https://www.ttrideshare.com/privacy>.

- **Disclaimer:**

- The Services are provided "as is" and "as available." The company refuses 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.

- In addition, Company makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the services or any services or goods requested using the Services, including the Transport Services or that the services will be uninterrupted or error-free.

- While Company uses best commercial efforts to negotiate with Third Party Providers that the latter should comply with all applicable laws in its operations and uphold ambitious standards of quality service, Company does not guarantee the quality, suitability, safety, or ability of Third-Party Providers. You agree that the entire risk arising out of your use of the Services, and any service or good requested in connection therewith including the Transport Services, remains solely with you, to the maximum extent permitted under applicable law.

- **Limitation of Liability.**

- Company shall not, in any circumstances, to the fullest extent permitted by law, 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

- Company shall not, in any circumstances, to the fullest extent permitted by law, be liable for any damages, liability or losses arising out of:

- your use of or reliance on the Services

- your inability to access or use the Services; or

- any transaction or relationship between you and any Third-Party Provider, even if the Company has been advised of the possibility of such damage.

- The company shall not be liable for delay or failure in performance resulting from causes beyond the Company's reasonable control.

- You acknowledge that Third Party Providers providing Transport Services requested through some request products may offer ridesharing or peer-to-peer transportation services and may not be professionally licensed or permitted.

- The Services may be used by you to request and schedule Transport Services, but you agree that the Company has no responsibility or liability to you related Transport Services to you by Third Party Providers other than as expressly set forth in these terms.

- Limitations and disclaimer do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law but sets out that Company's liabilities under the Terms shall be limited and restricted to the extent permitted by law.

- **Indemnity.** You agree to indemnify and hold Company and its affiliates and their officers, directors, employees, servants and agents and contractors namely Third Party Contractors contractor harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Company's use of your User Data; or (iv) your violation of the rights of any third party, including Third Party Providers.

- **Notice.** Company may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, telephone or text message to any phone number provided in connection with your account, or by written communication sent by first class mail or pre-paid post to any address connected with your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours (about 2 days) after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email or telephone). You may give notice to the Company, with such notice deemed given when received by the Company, at any time by first class mail or pre-paid post to our registered address.

- **Arbitration:** By agreeing to the Terms, you agree that:

- 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.

- 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.

- 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 jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

- 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.

- 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.

- 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.

- **Miscellaneous:**

- **Assignment:** You may not assign the Terms or your rights or obligations under the Terms to any other party unless the Company's prior written approval is obtained. The company may assign these Terms without your consent to any third party. Any assignment in violation of this section shall be void.

- **Partnership:** No joint venture, partnership, employment, or agency relationship exists between you, Company or any Third-Party Providers because of this Agreement or use of the Services.

- **Severability:** If any provision of these Terms is considered invalid or unenforceable, such provision shall be struck out and the remaining provisions fully enforced under law. Severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Terms or the parties' ability to compel arbitration of any remaining claims on an individual basis and to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

- **Waiver:** Company's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Company in writing.

- **Termination:** The Company may at any time for any reason forthwith terminate, withhold, withdraw, or deny access to these Terms or Services (or any part thereof) to you.