

# NETLIFT TERMS AND CONDITIONS

Please read the terms of and conditions of use carefully (hereinafter “Terms of Use”) below of Transport Social Netlift Inc., company whose head office is located at 500-215 St-Jacques Street West, H2Y 1M6, Montreal, Province of Quebec, Canada (hereinafter “Netlift”).

Netlift offers an application and a web site (hereinafter “Application”) which consist of a transportation service (hereinafter the “Service” and “Services”) between one or more passengers (hereinafter "Passenger" and "Passengers") and a carpooling Driver (hereinafter "Driver" and "Drivers") or a Taxi Driver legally authorized by the competent authorities to offer this type of service to the public (hereinafter "Taxi Driver" and "Taxi Drivers"), for a fee (hereinafter "Fees") paid through the Application.

By deciding to use the Application and the Services of Netlift, the Driver, the Passenger and the Taxi Driver hereinafter the “User” and the “Users”) accept without delay all the Terms of condition indicated below that govern the content and the running of the Application and the Services, as well as the interaction between Users. Users also accept the Privacy Policy.

These Terms of Use have the effect of legally binding the User and Netlift (hereinafter the “Parties”). The Parties are entitled to invoke this Convention and to take all appropriate and necessary measures to enforce it.

By ceasing to use the Application and deleting his account, the User will no longer be bound by the Terms of Use and other policies, unless fees are due to Netlift.

## THE ACCOUNT

The User proceeds to his registration to the Service of the Application. The User will receive a confirmation of his registration by email.

Following the confirmation email, the User will obtain a strictly personal account (herein the “account”) and will be responsible for keeping his information up-to-date.

Any exchange, resale, rental, or use by anyone other than the account holder is strictly prohibited and will prompt Netlift to close the account without delay.

Users must provide their valid banking details. Passengers must provide a valid credit card to recharge their account in order to use the Services. Taxi Drivers and Drivers will be required to provide their banking information in order to receive payment.

Netlift offers each User an account used for identification, transactional and contractual purposes between the user and Netlift only.

The User must provide valid payment information that he must add to his account, such as credit card information, as requested on the Application.

Each User may withdraw money from his account, under the following conditions:

- 1) Once every 15 days maximum, if the balance exceeds \$ 20.00 CAD;
- 2) When the contract with Netlift ends.

Administrative fees may apply for any money withdrawn from the account. The withdrawals are made by bank transfer to the bank account of the User for whom he has provided the information on the Application.

Users may close their Account at any time by using the Application.

## **SERVICE FEES**

There is no monthly fee for using the Service. A Fee will be charged to the Passenger's account by Netlift following the booking of a trip by the Passenger. In the event of the cancellation of a trip by the Passenger or the Driver, fees may still be charged.

The Fees charged to a Passenger when he/she uses Services are used to reimburse expenditures incurred by the Driver or the Taxi Driver; and include the service fees of Netlift.

In the case of carpooling, the fare offered to a rider for a requested ride is based on the following parameters:

- ride origin and destination
- ride distance and duration
- departure or arrival times
- parking density near around the destination's location
- rider requested a unit ride, or has a subscription
- guaranteed return home requested, or not
- the vehicle used to deliver the ride

In the case of a planned ride delivered by a taxi, the fare offered to a rider for a requested ride is based on the following parameters:

- ride duration and distance
- departure or arrival times

- time between the booking time and the ride departure time

In case of cancellation of the ride by a Passenger, a Driver or Taxi Driver, Fees may be applied.

These Fees will be credited to the Driver or Taxi Driver and transaction and service fees will be retained by Netlift as advertised in the Application.

There is no charge for closing the Account but the amounts due by the User may be charged immediately.

## **THE SERVICE**

The Passenger may choose between a Driver or a Taxi Driver for the trip he wishes to make, according to availability.

Netlift transmits the information of each Passenger requesting the services of a Taxi Driver, the latter is free to accept or decline. Trips made by Taxi Drivers are recorded by Netlift, in compliance with applicable laws.

## **TYPE OF USER AND TERMS OF USE**

A User must be 18 years old and over. A minor may be transported in a Netlift vehicle only if accompanied by an adult.

The Netlift Service includes three types of Users: Driver, Passenger and Taxi Driver.

The Driver is a person acting as a Driver and is not operating his professional activity. The Driver must comply with the following conditions:

1. Perform the itinerary suggested on the Application and must not deviate substantially from this route. The Driver must take the route he would have made even in the absence of the Passenger;
2. Consent that Netlift verifies at any time the validity of all permits and other requirements required by law in the applicable territory and that it is his responsibility to possess in order to be able to offer its services on the Application;
3. Give the most accurate description of the car used for the Service. He must also specify whether there are other restrictions regarding the vehicle (smoking vehicle, baggage, etc.), as described in the vehicle form on the Application;
4. Possess a valid Driver's licence in the Province of Quebec;

5. The vehicle used for the Service must be insured, registered and in good standing in accordance with the Quebec Automobile Insurance Act or any other Act;
6. Report to his insurer any carpooling activity and obtain written authorization and adequate protection;
7. Comply with all legislation applicable to the Service, including the Quebec Highway Safety Code at all times;
8. Ensure the safety of the Passenger at all times;
9. Consent not to offer a service that can be qualified directly or indirectly as a transportation service as defined by the applicable law in the province or country in which the Service is offered;
10. Fees paid by the Passenger when using the Services are used to reimburse expenses incurred by the Driver and include Netlift service charges. These Fees cannot be considered as a source of income for the Driver, subject to the legislation in force;
11. It is the responsibility of the Driver to declare, as needed, these Fees to the competent authorities.

The Passenger is a person using the Application to benefit from the service of the Driver or Taxi Driver. The Passenger must comply in particular with the following conditions:

1. Not use the Service if he does not have enough money in his Netlift account or if he does not have a valid credit card on file to pay the Service Fee;
2. Accept that the Driver can take other Passengers on the trip and that they share the available space in the vehicle;
3. Notify the Driver in advance of special needs, such as a seat for a child, and provide it;
4. Comply with all legislation applicable to the Service, including the Quebec Highway Code at all times;

The Taxi Driver is a Netlift service provider and is registered as a Taxi Driver on the Application. The Taxi Driver is not an employee of Netlift.

The Taxi Driver must comply with the requirements of the Netlift Internal Regulations for Taxi Drivers, which is a separate document. Please contact us for any questions.

## **RELATIONSHIPS BETWEEN USERS**

Under no circumstances are Netlift Users agents, representatives, employees, or franchisees of the company.

It is strictly forbidden to exchange, sell or transfer the transport service to a third party or User Account.

Users undertake to treat each other in a courteous and respectful manner. No aggression, threats or verbal or physical pressure will be tolerated, and such actions may lead to a ban on the use of the Services by the User without justification or delay from Netlift.

Drivers and Taxi Drivers are free to decide not to onboard an intoxicated Passenger or if the transport of this person seems jeopardizing for his safety.

They must inform Netlift of the motives for their refusal to transport the Passenger. The Passenger will then have to pay the related fees, even if the transportation was not fulfilled. Depending on the seriousness of the situation, they may also have their account suspended for a period of 30 days or deleted.

Passengers are free to decide not to board a vehicle whose Driver or Taxi Driver appears intoxicated or has reasonable cause to believe that the Service is jeopardizing to his safety.

They must inform Netlift of the motives for their refusal to board with the Driver or Taxi Driver. The latter will then have to pay the related fees, even if the transportation was fulfilled. Depending on the seriousness of the situation, they may also have their account suspended for a period of 30 days or deleted.

Users agree that other Users may publicly comment and/or note on the Application the behaviour of the other User following a trip.

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## **ACCESS TO THE APPLICATION**

The application is accessible on the App Store (with iOS system) and on Google Play (with Android system).

# USE OF THE APPLICATION

The User accepts and recognizes that Netlift has the right, at any moment and without a previous notice, to modify, change or update the Terms and Condition. Netlift does not guarantee that the Service, 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.

Netlift reserves the right to add, delete and modify all content on the Application, except for the specific content of the User. Netlift can not be held responsible for mistakes, typographical errors or bugs.

The User agrees, non-restrictively, to not:

1. Use the Application in a way that could harm, put out of service, surcharge or jeopardizes the Application;
2. Disrupt the security or otherwise abuse of the Application or any service, system's resources, server or network linked to the Application or to websites affiliated, linked to or accessible from the Application;
3. Disturb or disrupt the use or the enjoyment by other users of the Application or websites affiliated or linked to the Application;
4. Download, display or otherwise provide on the Application a virus or any other file or computer program that is harmful, disrupting or destructive;
5. Use a robot, spider or any other automatic devise or manual method to control or copy pages or content of the Application;
6. Use the Application to send e-mail chains, «junk mail» or any other type of unsolicited mass e-mail; and
7. Attempt to obtain unauthorized access to the Application or to certain parts of the Application with limited access. Moreover, the User recognizes that he is the sole person responsible for any action, communication engaged or sent to him or from him. He agrees to respect the legislation applicable to his use of and his activities on the Application.

# PROPERTY, TRADEMARK AND COPYRIGHT

Netlift has the exclusive rights of ownership over its Application and content.

Certain names, words, titles, expressions, logos, icons, graphs, drawings, domain names or other things displayed on the Application are deposited or non-deposited trademarks, service marks or commercial designations (for the means of the following terms and conditions, they are all designated by the word «trademark»). Those trademarks are protected by Canadian and foreign laws applicable to trademarks and are exclusively owned by Netlift.

Without limiting their coverage, the trademarks belonging to Netlift include, non-exhaustively, the following elements:

- All logos;
- Drawings;
- Graphs;
- Marks (deposited or not);
- Symbols as well as the general content on the Application.

Any information provided on the Application belongs to Netlift and is protected by the applicable laws. Except when provided otherwise, the information cannot be copied, displayed, distributed, downloaded, exploited with a license, modified, published, reproduced, reused, sold, transmitted or used for derivative works means, public or commercial, without Netlift express and written authorization. The information is protected under Canada's copyright and trademark legislation as well as under the copyright and trademark legislation of the countries hosting the Application.

You can use the information on the Application exclusively for your own personal and non-commercial use, provided that you indicate on the copies the mentions regarding copyrights as well as the notices and attributions of the respective trademarks. The Terms and Conditions allow you to have restricted authorization regarding your consultation, the display on your computer, the download and printing of text or pictures presented on the Application. This authorization is strictly for non-commercial, personal and educational uses, provided that the Application's content is not modified. This authorization belongs only to you and cannot be attributed or transferred to anyone else neither can it be subject to a sublicense. The pictures and the text contained on the Application that are downloaded, copied, saved or printed are still subject to the Terms and Conditions. You need to assure yourself that all the notices regarding copyrights and trademarks are still on them. The Application's content can be modified at all times without warning. For further information regarding the authorization to use, reproduce or publish again any information displayed on the Application, please contact us at the following e-mail address: [info@netlift.me](mailto:info@netlift.me).

No provision of this convention shall be interpreted as conferring, by implication, estoppel or otherwise, a license or any kind of entitlement regarding copyrights or trademarks.

Unauthorized download, broadcast, copy or modification of the trademarks or data contained in the Application can breach federal laws or other laws regarding trademarks or copyrights. Such breach can expose the Application's user to a lawsuit.

## **EXTERNAL LINKS**

It is possible that by using a link, you exit the Application to access providers' website or contents (hereinafter referred to as « external links »). In addition to its own content, Netlift provides on its Application links to other websites only for user-friendly and informative purposes. Netlift has no control over the content of those websites and is not responsible for their accuracy, precision, comprehensiveness, authenticity, actuality or adequacy regarding a determined objective. Netlift is also not responsible for any direct or indirect damage or consequence regarding content use. Netlift has no influence on the content to which the links refer to and is not responsible for their careful selection or for the external links' content, particularly when the content has been modified since the implementation of the link. Netlift does not require the transmission of information, does not select nor modify the information transmitted and does not select the recipients of the information transmitted. Furthermore, under links' creation and consultation method in effect, Netlift does not subject the external links to any intermediary short-term automatic safeguard. Consequently, the owners of the websites accessible from the external links remain responsible for their content.

Furthermore, Netlift does not guarantee the absence of copyright, trademark or any other rights violations by those websites or their content. Netlift does not guarantee the absence of virus or any other harmful composites on those websites or on their content. Netlift also does not guarantee the accuracy of documents available on Internet.

## **SOCIAL MEDIA**

The following conditions are applicable when you access a social media page, an account, a website, network or any application contained in them that was created and is managed by a social media (hereinafter individually and collectively referred to as a « Social media »).

### **General statement**

By using Social media pages and by submitting a comment, a picture, a video or any other element, you (as well as your parent/legal guardian if you have not reached the

age of majority according to your territory or province of residence) agree to be bound by and to obey the Terms and Condition, Netlift's privacy policy as well as Social media providers' terms and conditions.

## **USE OF SOCIAL MEDIA**

Some comments and other elements displayed on Social media pages could not represent Netlift's opinions and the general policy. Consequently, you agree to not publish or submit information, publications, links or any other element that fit in either one of the categories listed below on Social media pages:

- Any defamatory content;
- Offensive;
- Obscene;
- Misleading;
- Illegal;
- Violating in any other way the rights of others (including privacy rights);
- Any advertising content;
- Promotional documents or any other form of undesired solicitation;
- Any content whose origin or source is falsified;
- Any financial or personal information about you or anyone else; and
- Any information that Netlift would judge to be a breach of its Terms and Conditions or general policy.

Any information, message, link or element that, according to us, enter in either one of the categories listed above will be deleted without engaging the Netlift's liability.

Netlift is not liable for entities detaining or exploiting Social media, particularly for any loss, direct or indirect damage deriving from any measure or decision taken by you or anyone else regarding the use of Social media.

# **DISCLAIMER, EXCLUSION OF WARRANTY AND INDEMNITY**

Netlift does not guarantee the accuracy, completeness, quality, suitability or content of the information on its Application. This information is provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied terms and warranties of merchantability and fitness for a particular purpose, unless otherwise stated in jurisdictions that do not allow the exclusion of implied warranties.

Each User is responsible for the content they exchange on the Application and may not use the Application for purposes contrary to the laws applicable in Quebec and Canada.

Netlift is not responsible and does not offer any insurance or guarantee to Users of the Application in case of direct, indirect, special, incidental and consequential damages, or any other damage of any kind, physical, moral or material caused by the use of the Application or its hacking or use of the Service. Damages caused by the User, such as, without limitation, damage to a vehicle, or others, will be the responsibility of the User responsible for the damage. In no event shall Netlift be liable or compensate such damages to anyone.

Each User acknowledges that Netlift has no obligation as to the verification of criminal record or verification of authenticity of the information transmitted by the Passenger, Driver and Taxi Driver. In addition, each User acknowledges that the available information concerning a User is only information taken at a specific time and may have changed over time and nothing commits Netlift to carry out more research or verification than those provided herein.

Netlift shall not be liable for any direct, indirect, special, incidental or consequential damages, or any other damages whatsoever, including loss of income, profits or anticipated economic benefits from the use or inability to use the Application or the Service, the information, documents and software contained therein, with their content, even if Netlift has been warned of the possibility of such damages or even if such damages may be reasonably foreseen.

Netlift shall not be held liable for any direct, indirect, special, incidental or consequential damages or any other damages resulting from the non-execution of the Service by Users. Netlift is not responsible for any damages that may result from the failure of Users to comply with these terms of use.

As a User, you will indemnify Netlift, its directors and employees, and release them from all liability for any and all claims, liabilities, losses and fees (including legal fees) attributable to the use of the Application and the Service and/or the violation of these

Terms of Use, whether this infringement is on your behalf or any other third-party user of your account.

## **APPLICABLE LAWS**

The Application and its content are managed by Netlift from their Canadian offices. The Application, its content, the Terms and Conditions and your use of the Application are regulated by the applicable Quebec and Canadian legislation, without giving effect to no principle regarding conflicts of laws.

You accept that any question or litigation regarding the Application and your use of it be exclusively settled by the courts of Quebec.

In addition, any court decision that any provision of these Terms of Service is void or unenforceable has no effect on the other clauses.

## **AMENDMENTS TO THESE TERMS**

Netlift reserves all rights to modify or complete the hereby Terms and Conditions, at any given time. If we modify the hereby instrument, we will post the amendments on our Application. The use of the Application by the User after such modification means that the User consents to respect the Terms and Conditions as modified and to be legally bound by them.

Netlift will attempt, as far as possible, to inform Users of any changes to these Terms and Conditions, however it is your responsibility to review them regularly to be informed of any changes that may be made.

If the User does not accept these Terms of Use or, as the case may be, the Terms of Use as modified from time to time, he must not use the Netlift Application. Users wishing to cancel their contract for this cause may then send a written notice within thirty days to Netlift and will not incur any administrative fees or penalty fees, if the changes bring more obligations to Users, or decrease Netlift's obligations.

## **FRENCH AND ENGLISH LANGUAGE**

If a problem of definition or interpretation arises between the English and French versions of this Policy, the French version shall prevail.

## **CONTACT PERSON**

If you have any questions or comments regarding any content of the Application, please contact us at [info@netlift.me](mailto:info@netlift.me) or by phone at the phone number.

*Last update done the November 17<sup>th</sup>, 2017.*