

# Netlift Terms and Conditions

## **TERMS OF USE**

Please read these terms and conditions carefully (hereinafter "Terms of Use") of Netlift Social Transportation Inc., a company whose head office is located at 500-215 St-Jacques Street West, H2Y 1M6, in the city of Montreal, Province of Quebec, Canada (hereinafter "Netlift").

### ***The Services***

Netlift offers a mobile application and a website (hereinafter the "Application") allowing to dynamically combine carpool and taxi, by offering carpooling or taxi rides through an automatic arbitration mechanism in the context of short to medium distance rides (hereinafter the "Service"). The Application connects one or more passengers (hereinafter the "Passenger") with a carpool driver (hereinafter the "Driver") or a legally authorized taxi driver (hereinafter the "Taxi Driver"), in order to transport the Passenger, in return for a Service Fee (as hereinafter defined) set forth and payable through the Application.

### ***Effect of the Terms of Use***

Any access to and use of this Application and Netlift's Services by a Driver, Taxi Driver or Passenger (each a "User") confirms their acceptance of these Terms of Use, which govern the content and operation of the Application and Services, as well as the interaction between Users.

The effect of these Terms of Use are contractually binding the User and Netlift (hereinafter the "Parties"). The Parties are entitled to take any useful and necessary action to enforce their rights hereunder.

If the User refuses to comply with these Terms of Use, the User must quit the Application.

### ***Compliance with laws and regulations***

Any access to and use of the Application must comply with the laws and regulations in force i) in the Province of Quebec as well as those applicable in Canada and ii) where the Services are rendered by or for the User if outside of Quebec. The User agrees that any breach or violation of these Terms of Use shall result in an obligation on their part to indemnify Netlift for any direct, indirect or consequential damages, including any

business interruption, loss of profit, loss of platform or Application, including legal fees and all associated costs caused by such breach or violation, resulting therefrom.

## **AMENDMENTS**

Netlift may, at its sole discretion, at any time and without prior notice, modify these Terms of Use; such modifications shall take effect upon publishing on the Application. Continued use of the Service and the Application constitutes the User's agreement to the modifications.

The User must consult these Terms of Use regularly to be aware of any changes. If the User does not accept the Terms of Use as amended from time to time, the User must stop using the Application.

## **RELIABILITY OF INFORMATION**

Netlift shall deploy its best efforts to ensure that the information on the Application is up to date, complete, and does not contain any inaccuracies or errors. Despite its best efforts, it is possible that the Application may contain inaccuracies and/or errors. Netlift shall ensure that such errors are brought to the User's attention and corrected as soon as possible.

## **ADDITIONAL PROVISIONS**

Additional provisions (hereinafter the "Additional Provisions") may apply to certain specific services or promotions offered by Netlift. Such Additional Provisions shall be communicated to Users and other parties concerned. For the purposes of specific services and promotions, the Additional Provisions are an addition to the Terms of Use, of which they belong. In the event of any inconsistency with these Terms of Use, related to the particular services or promotions concerned, the Additional Provisions prevail.

## **THE ACCOUNT**

### ***Access to the Application***

The Application is available free of charge on the App Store (via the iOS system) and on Google Play (via the Android system).

### ***User account***

In order to use the Services to carpool or ride with a taxi, it is necessary to download the Application and create an account through the Application (the "Account"). To create an Account, a User shall submit required personal information to Netlift, such as their name, email address, and mobile phone number. It is also possible to create an Account via the User's Facebook account.

A registration confirmation email is sent to the email address provided at the time of Account creation, through which the User must confirm the creation of their Account. The User then obtains access to a strictly personal Account.

Any transfer or use of the Account by anyone other than the Account User is strictly prohibited and may result in termination of the Account by Netlift without notice or delay.

The Account is used for User identification purposes and governs the transactions and contractual relationship between the User and Netlift.

In order to accept a ride through the Application, Users are required to provide valid payment information. Passengers are required to provide the information necessary to pay the Service Charges (as hereinafter defined). Drivers and Taxi Drivers are required to provide the necessary bank information in order to receive refunds or payments. A money transfer from a User's virtual wallet to their bank account can only be made once a week.

In order to accept a ride through the Application, the Driver must provide the required information regarding the vehicle to be used to render the Service. Users must ensure that all personal information on the Account is accurate and up to date at all times.

### ***Termination of the Account***

A User may close his Account at any time by contacting Netlift's customer service department at the following email address: [support@netlift.me](mailto:support@netlift.me). A Netlift customer service agent will then transfer the money from the User's virtual wallet to their bank account. Credits granted for certain services or special promotions are non transferable. Once the balance of the User's virtual wallet is zero, the agent deletes the User's Account and all associated personal data from Netlift's database. An email confirming the deletion of the Account and its associated data is then sent to the User.

### **SERVICE FEE**

A service fee ("Service Fee") shall be payable by the Passenger when using the Services to reimburse the expenses incurred by the Driver related to the Passenger, or to remunerate the Taxi Driver, and shall include Netlift's Service Fee.

In the context of carpooling, the calculation of the Service Fee payable by a Passenger for a requested ride is based on, but not limited to, the following elements, as applicable according to the nature of the service provided:

- Ride distance (according to the mileage to be covered between the Passenger's addresses of origin and destination);
- Ride duration (depending on the Passenger's departure and arrival times);
- The estimated traffic delays on the suggested route to complete the requested ride;

- If the user belongs to a group benefiting from a special Netliftrate; and
- Parking density at destination.

In the case of transport by taxi, the calculation of the Service Charges payable by a Passenger for a requested ride is based on, but not limited to, the following elements, as applicable according to the nature of the service rendered:

- Ride distance (according to the mileage to be covered between the Passenger's addresses of origin and destination);
- Ride duration (depending on the Passenger's departure and arrival times);
- The estimated traffic delays on the suggested route to complete the requested ride;
- If the user belongs to a group benefiting from a special Netlift rate;
- Taxi fares, established by the governing taxi transport authority, applicable for certain predetermined routes; and
- Time of booking according to the time of departure.

### ***Pre-authorized payments***

The Service Charges will be pre-authorized on the credit card associated with the Passenger's Account following the acceptance of one or more rides by the Passenger and the Driver, or the Taxi Driver, when applicable. The Service Charges will be debited from said credit card at the end of each individual ride.

### ***Ride cancellation fees***

The Passenger may choose to cancel a ride with a Driver or Taxi Driver at any time prior to the arrival of the said Driver or Taxi Driver. If the ride is cancelled for any reason whatsoever, the pre-authorization transaction will be immediately cancelled and will disappear from the Passenger's bank statement, in accordance with the Passenger's financial institution policy.

In the event of cancellation by the Passenger, a cancellation fee may be charged to the Passenger's bank account, in line with the information communicated on the Application. These cancellation fees shall be partly paid to the Driver or Taxi Driver and partly retained by Netlift as a service and transaction fee.

## **THE SERVICE**

Netlift, via the Application, matches a Passenger with one or more Drivers and/or a Taxi Driver, according to availability, following a ride request by a Passenger and/or a ride offer by a Driver.

Each User must then approve the other in order for the reservation of the ride to be confirmed; the User is free to accept or ignore.

The rides made by the Drivers and Taxi Drivers are recorded by Netlift in accordance with [Netlift's Privacy Policy](#).

## **TYPES OF USERS AND CONDITIONS OF USE**

A User must be of legal age in the jurisdiction in which they use the Application. A minor may be transported in a vehicle through the Application, on the sole condition that they are accompanied by a Passenger of legal age.

Users must comply with the conditions set out below.

### ***The Driver***

The Driver is carpooling using the Application and does not make it their professional activity. The Driver agrees to:

- 1) Hold all required permits and comply with any requirements prescribed by the law in the jurisdiction in which the Services are rendered in order to offer its services via the Application, and allow Netlift to check for validity at all times, in a reasonable manner;
- 2) Provide a correct description of the car used to render the Service, in the Profile's vehicle section of the Application, and specify if there are any particular specifications or restrictions on the vehicle (e.g. smoking, luggage space);
- 3) Ensure that the vehicle used for the purposes of the Services is authorized for the delivery of the Services under the governing law in the jurisdiction in which the Service is rendered;
- 4) Ensure that the vehicle used for the purposes of the Services is registered and that the Driver has all vehicle insurance that may be required under any governing law in the jurisdiction in which the Services are rendered, and provide proof thereof to Netlift, upon request;
- 5) Report any carpooling activity to their insurer, if necessary, and obtain adequate insurance coverage in order to carry out the carpooling activities;
- 6) Comply with all legislation applicable to the Driver in the purposes of the Services, especially the *Highway Safety Code* (Quebec) or any other similar governing law in the jurisdiction in which the Services are rendered;
- 7) Ensure the safety of the Passenger at all times;

- 8) Ensure that the vehicle used in the purposes of the Services is clean, has sufficient fuel for the intended journey and is otherwise suitable to accommodate a Passenger;
- 9) Not to offer a service that can be qualified directly or indirectly as a transportation service as defined by the governing law in the jurisdiction in which the Services are rendered, namely to ensure that picking up a Passenger aboard the Driver's vehicle remains incidental to the reason for which they are travelling since they already have a scheduled trip;
- 10) Ensure that carpooling undertaken by the Driver is a personal activity and that the carpooling activity is not a source of income; and
- 11) Declare the Service Fee earned in the purposes of the Services to the appropriate authorities, if required by the governing law.

### ***The Taxi Driver***

The Taxi Driver holds a Taxi Driver's Licence required under the *Act Respecting Transportation Services by Taxi* (the "Taxi Act") or any governing taxi transportation law in the jurisdiction in which the Service is rendered.

As part of the Service, the Taxi Driver must use a vehicle authorized by a Taxi Owner's Licence as required under the Taxi Act or any governing taxi transportation law in the jurisdiction in which the Service is rendered.

The Taxi Driver is a Netlift service provider. The Taxi Driver is not an employee or agent of Netlift. The Taxi Driver is required to carry out specific rides according to their own availability; their schedule is not fixed by Netlift.

The Taxi Driver must comply with Netlift's Internal Regulations for Taxi Drivers. If you have any questions regarding the rights and obligations of Taxi Drivers, please contact Netlift at [support@netlift.me](mailto:support@netlift.me).

### ***The Passenger***

The Passenger is a person using the Application to find matches with a Driver or a Taxi Driver for a planned ride. The Passenger agrees to:

- 1) Accept that the Driver or Taxi Driver may pick-up other Passengers and share the available space in the vehicle by carpooling;
- 2) Advise the Driver or Taxi Driver in advance if they have any special needs in terms of space or else (e.g. wheelchair, walker or booster seat) and provide the necessary equipment if required;

- 3) Comply, at all times, with all governing legislations in the jurisdiction in which the Service is rendered, especially the *Highway Safety Code* (Quebec) for any rides carried out in Quebec.

## **RELATIONSHIP BETWEEN USERS**

The use of the Application shall in no way create an agent, representative, employment, franchise or joint venture relationship between the User and Netlift.

Users agree to behave in a courteous and respectful manner. No aggressiveness, threats, verbal and/or physical pressure will be tolerated, and any such action may lead to the User being banned from using the Services and to the termination of their Account, without justification or delay, by Netlift.

In order to ensure optimal Service, Users agree to the best of their ability to respect the agreed schedule and to communicate any schedule changes in a timely manner.

### ***Driver or Taxi Driver Rights***

A Driver or Taxi Driver may refuse to pick-up an intoxicated Passenger or if, in their own opinion, picking-up this person could constitute a threat to their health or safety.

In such a case, the Driver or Taxi Driver must inform Netlift, via the Application, of the reasons for refusing to transport the Passenger. The Passenger must then pay the total amount of the scheduled ride and the related Service Charges, even if the Service has not been rendered. The Passenger's Account may be suspended for a period of thirty (30) days or terminated at Netlift's discretion.

### ***Passenger Rights***

A Passenger may refuse to board a vehicle if the Driver or Taxi Driver is intoxicated or if they believe that it could constitute a threat to their health or safety.

In such a case, the Passenger shall inform Netlift of the reasons for refusing to board with the Driver or Taxi Driver. The Driver's Account may be suspended for a period of thirty (30) days or terminated at Netlift's discretion.

### ***Comments***

Each User acknowledges and agrees that other Users may make constructive comments about their experience with them (whether as a Driver or as a Passenger); such comments are intended for Netlift only.

## **USE OF THE APPLICATION**

Any use not expressly mentioned in these Terms of Use or not expressly authorized in writing by Netlift is prohibited. Without limiting the generality of the foregoing, the User is namely prohibited, without the prior written consent of Netlift, from:

- 1) Using or allowing third parties to use the Application for purposes other than those for which it is intended and designed, in a manner that is abusive or contrary to the Terms of Use or any other writings from Netlift;
- 2) Proceeding with any representation, distribution, publication or resale of the content of the Application, whether free of charge or in return for payment;
- 3) Using the Application in any way whatsoever for the purpose of designing, producing, distributing or marketing an installed software, software as a service, a platform or a similar, equivalent or substitute application;
- 4) Making the Application directly or indirectly available to a third party, including, but not limited to, by rental, transfer or loan, even free of charge, or to entrust it to any service provider in the event of outsourcing;
- 5) Modifying, adapting, translating, reverse engineering, decompiling, disassembling or otherwise attempting to make a reproduction of the components of the Application or authorizing or assisting others to do so;
- 6) Performing automated tests or mass downloads of any kind on the Application;
- 7) Planning or executing any attack of any kind against the Application;
- 8) Monitoring the content of the Application; and
- 9) Attempting to gain unauthorized access to the Application through any means of diversion.

## **PRIVACY POLICY**

Netlift's practices related to the processing of personal information on the Application are governed by the Netlift Privacy Policy, which is available at the following link: <https://www.netlift.me/privacy/?lang=en>

## **INTELLECTUAL PROPERTY RIGHTS**

The elements displayed on or contained in the Application, including but not limited to all software, design, text, photographs, illustrations, games, audio and video files, tools, artwork, graphics, names, logos, trademarks, service marks and other content, are the property of Netlift and/or its licensors and are protected by copyright, trademark and



other intellectual property rights and laws. Netlift's corporate name and logos and associated trademarks are trademarks and are the property of Netlift, all rights reserved.

The User may use the content of the Application for his domestic, private and non-commercial use, as long as the notes concerning copyrights and elements protected by intellectual property rights remain unchanged and as long as these Terms of Use are respected, including compliance with laws governing intellectual property rights. Any use of the content of the Application for commercial purposes shall require the prior consent of Netlift.

The User is not authorized to reproduce, print, archive, republish, modify, download, sell or otherwise copy for any other reason or for the purpose of publication, distribution or sale the content of the Application or any of its elements, in whole or in part, in any medium or format whatsoever, invented or to be invented, without having obtained prior written authorization from Netlift. No element, extract, quotation, passage or text from the Application shall be interpreted as constituting or creating a licence or any right to use or reproduce any element of the Application. Be advised that Netlift intends to enforce its intellectual property rights.

It is prohibited at all times to modify, in any manner whatsoever, the trademarks, logos or slogans, as well as the texts, titles, slogans, graphics, tables, images, photographs, portraits, descriptions, symbols, drawings or other artistic works appearing on the Application.

### **EXTERNAL LINKS**

Certain hyperlinks on the Application also provide access to one or more external websites belonging to third parties (the "External Links"). These External Links are provided to the User for informational purposes only. Netlift has no control over the content of these External Links, assumes no responsibility for their content and does not endorse in any way the information contained or the representations made therein. The presence, in the content of the Application, of hyperlinks leading to External Links shall in no circumstances be interpreted as an endorsement by Netlift of the information contained in these External Links or as an indication of an association or joint venture with the company that operates or owns any external site.

Netlift disclaims all liability arising from the use by the User of any external site accessed via an External Link contained on the Application.

### **COMPUTER VIRUS**

The User acknowledges that the use of the Application or the mere fact of accessing it may entail potential risks of contracting a computer virus through his computer and/or the peripherals connected to it. Under no circumstances shall Netlift be liable in any way

whatsoever for any damage or loss resulting from the existence or transmission of a computer virus.

### **SOCIAL MEDIA**

The User agrees not to publish or submit on social media, in relation to Netlift, any content:

- That is defamatory, libellous, abusive, forged, obscene, deceptive, illegal, or otherwise violates the rights (including privacy rights) of others;
- With advertising;
- That serves as promotional material or any form of undesirable solicitation to other users, persons or entities;
- Whose origin or source is falsified;
- Consisting of financial or personal information about the User or any other person; and
- Contravening Netlift's Terms of Use and policies.

Any content considered inappropriate may be removed by Netlift without liability to Netlift.

### **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

Netlift does not guarantee the accuracy, completeness, quality, relevance or content of the information on its Application. This information is provided "as is" without warranty or condition of any kind, either express or implied, including, without limitation, all implied conditions and warranties of commercial value and relevance for a particular purpose, except in jurisdictions that do not allow the exclusion of implied warranties.

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

Each User acknowledges that Netlift has no obligation to search for criminal records or to search for the authenticity of information transmitted by a Passenger, Driver or Taxi Driver. Furthermore, each User acknowledges that the information contained herein concerning a User is only a snapshot of information taken at a specific time and may have changed over time and nothing commits Netlift to make more research or verifications than those provided herein.

Netlift shall not be liable for any direct, indirect, special, incidental and consequential damages, or any other damages whatsoever, including but not limited to loss of revenue, profits or anticipated economic benefits resulting 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 advised of the possibility of such damages or even if such damages can be reasonably foreseen.

Netlift shall not be liable for any direct, indirect, special, incidental and consequential damages, or any other damages whatsoever resulting from the non-execution of the Service by Users. Netlift shall not be liable for any damages that may result from the failure of the Users to comply with these Terms of Use.

The Netlift Application is accessible at all times. It may happen that the Application may be temporarily unavailable in case of updates or technical problems. Netlift shall not be held liable in the event of Service interruption or updates. Netlift shall attempt to update the Application when User traffic on the Application is at its lowest.

Netlift cannot be held responsible for mistakes, typographical errors, and bugs.

This disclaimer of warranty and limitation of liability applies to the extent permitted by the governing law.

### **COMPENSATION**

The User shall compensate Netlift, its directors and employees, and hold them harmless from and against all claims, liabilities, losses, and expenses (including legal fees) arising from the use of the Application and Service and/or the violation of these Terms of Use, whether such violation originates from the User or any third party user of the Account.

### **GOVERNING LAW AND JURISDICTION**

Except as otherwise provided herein, these Terms of Use, any access to or use of the Application and all matters relating thereto shall be governed exclusively by the laws of the Province of Quebec, Canada, and by the laws of Canada applicable therein, excluding any conflict-of-law rules that would lead to the application of any other legislation.

Any dispute between the User and Netlift arising out of or relating to these Terms of Use, access to the Application or the use of the Application as well as any matter relating thereto shall be submitted exclusively to the courts of the Province of Quebec, Canada, district of Montreal.

### **GENERAL PROVISIONS**

The failure to exercise or the late exercise by Netlift of any right, power or appeal hereunder shall not constitute a waiver of such right, power or appeal. The partial or

one-time exercise of a right, power or appeal does not preclude its subsequent exercise or the exercise of any other right, power or appeal.

If any provision of these Terms of Use shall be or become in whole or in part illegal, invalid or unenforceable in any jurisdiction, such provision shall not affect the legality, validity or enforceability of the remainder of such provision or the other provisions of these Terms of Use, as the case may be, or the legality, validity or enforceability of such provision in any other jurisdiction.

**PRIORITY**

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 these Terms of Use and/or the Application, please contact Netlift by email at [info@netlift.me](mailto:info@netlift.me) or by phone at 514-316-9225.

*Last updated on May 20, 2020.*