

## **Terms of Service**

**Last Updated: 27/01/2025**

Welcome to ShareWay! These Terms of Service ("Terms") govern your access to and use of ShareWay's services, including our mobile application, website, and related offerings (collectively, the "Services"). By using our Services, you agree to be bound by these Terms. If you do not agree, do not use our Services.

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### **1. Acceptance of Terms**

By registering for, accessing, or using the Services, you confirm that you are at least 18 years old (or the age of majority in your jurisdiction) and have the legal capacity to enter into this agreement. If you are using the Services on behalf of an organization, you represent that you have the authority to bind that organization to these Terms.

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### **2. Services Overview**

ShareWay connects users seeking rides ("Passengers") with users offering rides ("Drivers") to promote shared travel and reduce transportation costs. ShareWay does not operate as a transportation service, and we do not own or manage any vehicles used in the Services. ShareWay is not responsible for any actions, incidents, or outcomes that occur during or after a booking made through the Services.

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### **3. User Accounts**

#### **3.1 Registration**

To use ShareWay, you must create an account by providing accurate and complete information. You are responsible for maintaining the confidentiality of your account credentials and for all activities conducted under your account.

#### **3.2 Eligibility**

Users must hold a valid driver's license, insurance (where applicable), and comply with all local laws to register as a Driver. Passengers must provide accurate personal details for ride coordination.

#### **3.3 Account Suspension and Termination**

ShareWay reserves the right to suspend or terminate accounts that violate these Terms, provide false information, or engage in misconduct.

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## **4. User Responsibilities**

### **4.1 Driver Responsibilities**

Drivers agree to:

- Comply with all traffic laws and regulations.
- Maintain a safe, roadworthy, and insured vehicle.
- Provide accurate ride details and uphold commitments to Passengers.

### **4.2 Passenger Responsibilities**

Passengers agree to:

- Arrive on time for agreed rides.
- Pay Drivers promptly as agreed during booking.
- Respect the Driver's vehicle and comply with any reasonable requests.

### **4.3 Prohibited Conduct**

Users may not:

- Use the Services for illegal activities or purposes.
- Harass, abuse, or harm other users.
- Impersonate another person or misrepresent their identity.

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## **5. Payment and Fees**

ShareWay may facilitate payments between Drivers and Passengers but does not guarantee payment by Passengers or reimburse Drivers for missed payments. Transaction fees, if any, will be disclosed during booking.

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## **6. Privacy**

Your use of the Services is subject to our Privacy Policy, which explains how we collect, use, and share your personal information. By using ShareWay, you consent to the practices described in the Privacy Policy.

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## **7. Liability and Disclaimers**

### **7.1 No Warranty**

The Services are provided "as is" and "as available" without any warranty of any kind. ShareWay does not guarantee the accuracy, safety, or reliability of users or their vehicles.

### **7.2 Limited Liability**

To the fullest extent permitted by law, ShareWay is not liable for any damages, including personal injury, property damage, lost profits, or other losses resulting from your use of the Services. ShareWay is not responsible for any actions, incidents, or outcomes that occur during or after a booking made through the Services.

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## **8. Indemnification**

You agree to indemnify and hold ShareWay harmless from any claims, damages, or expenses arising from your use of the Services, including your violation of these Terms or applicable laws.

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## **9. Modification of Terms**

ShareWay reserves the right to modify these Terms at any time. Changes will be effective upon posting the updated Terms. Continued use of the Services after modifications constitutes acceptance of the new Terms.

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## 10. Termination

You may terminate your account at any time. ShareWay may suspend or terminate your access to the Services for violation of these Terms or other reasons at its discretion.

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## 11. Governing Law and Dispute Resolution

These Terms are governed by the laws of [Insert Jurisdiction]. Any disputes arising from or related to these Terms will be resolved through binding arbitration or in the courts of [Insert Jurisdiction], as determined by ShareWay.

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## 12. Contact Information

If you have any questions or concerns, contact us at:

**ShareWay Support** Email: [support@shareway.com](mailto:support@shareway.com)

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By using ShareWay, you acknowledge that you have read, understood, and agree to these Terms of Service.