

# PREMIER SOLUTIONS LIMITED APP TERMS & CONDITIONS

## Terms and Conditions for APP

### **AGREEMENT TO TERMS**

Please read these terms and conditions ("terms and conditions", "terms") carefully. These Terms and Conditions amounts to a legally binding agreement made between you, whether personally or on behalf of another entity ("you") and Premier Solutions Limited – PSL ("we," "us" or "our"), concerning your access to and use of it's Premier Chauffeur (PC) App as well as any other online application connected to the PC App or service.

BY USING THIS APP, YOU CERTIFY THAT YOU HAVE READ AND REVIEWED THIS AGREEMENT AND THAT YOU AGREE TO COMPLY WITH ITS TERMS. IF YOU DO NOT WANT TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU ARE ADVISED TO DISCONTINUE THE APP ACCORDINGLY. PSL ONLY GRANTS USE AND ACCESS OF THIS SITE, ITS PRODUCTS, AND ITS SERVICES TO THOSE WHO HAVE ACCEPTED ITS TERMS.

These Terms expressly supersede any prior agreements or arrangements with you. PSL reserves the right to terminate these Terms or any services with respect to you, cease offering or deny you access to the services or any portion thereof, at any time PSL deems fit and for whatever reason within PSL's sole discretion.

Any further terms and conditions or documents that may be posted on the App from time to time are hereby expressly incorporated herein by reference. Additional terms that may apply to some services including but not limited to a particular event, activity or promotions will be made known to you. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. You will be alerted by us about any changes by updating the "Last updated" date of these Terms and Conditions and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the App after the date such revised Terms are posted.

The information provided on the App is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the App from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

Before you continue using our App, we advise you to read our privacy policy [[link to privacy policy](#)] regarding our user data collection. It will help you better understand our practices,

especially with regards to the personal data we collect, how it's used and shared, and your choices regarding this data. This notice applies to all users of our App, features or services and specifically applies to:

- Clients: individuals who request to receive drivers, including those who receive drivers requested by another individual.
- Chauffeurs: individuals who provide driving services to Clients individually.
- PSL Staff: Admin and operations staff who setup and manage client data

PSL reserves the right where necessary and in accordance with law to provide to an insurer any necessary information (including your contact information) where there is a complaint or dispute. This may apply where there is an accident, involving you and a Third Party and such information or data is necessary to resolve the complaint or dispute.

## 2. Our Services

PSL's App enables clients to request and schedule for chauffeur services with independent third-party drivers who are not employees of PSL but have been trained and assessed by PSL. Unless otherwise agreed by PSL in a separate written agreement with you, the Services are made available solely for your personal and not for commercial use. **YOU AGREE AND ACKNOWLEDGE THAT PSL DOES NOT PROVIDE TRANSPORTATION SERVICES OR OPERATE AS A TRANSPORTATION CARRIER.**

## 3. License.

Subject to your adherence with these Terms, PSL grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the PSL Application on your personal device solely in connection with your use of our Services; and (ii) access and use any content, information and related materials that may be made available through our Services, in each case solely for your personal and noncommercial use. Any rights not expressly granted herein are reserved by PSL and PSL's licensors.

If you access the App via a mobile application, then PSL grants you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms. You shall not: (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us; (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or

in any way a substitute for the application; (8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

#### 4. Restrictions/Prohibited Activities.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of our 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 our Services except as expressly permitted by PSL; (iii) decompile, reverse engineer or disassemble our Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of our Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of our Services or unduly burdening or hindering the operation and/or functionality of any aspect of our Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

You may not access or use the App for any purpose other than that for which we make the App available. The App may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the App, you agree not to:

1. systematically retrieve data or other content from the App to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from PSL.
2. make any unauthorized use of the App, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. circumvent, disable, or otherwise interfere with security-related features of the App, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the App and/or the Content contained therein.
4. engage in unauthorized framing of or linking to the App.
5. trick, defraud, or mislead PSL and other users, especially in any attempt to learn sensitive account information such as user passwords;
6. make improper use of our support services or submit false reports of abuse or misconduct.
7. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
8. interfere with, disrupt, or create an undue burden on the App or the networks.
9. attempt to impersonate another user or person or use the username of another user.

10. use any information obtained from the App in order to harass, abuse, or harm another person.
11. use the App as part of any effort to compete with us or otherwise use the App and/or the Content for any revenue-generating endeavor or commercial enterprise.
12. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the App.
13. attempt to bypass any measures of the App designed to prevent or restrict access to the App, or any portion of the App.
14. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the App to you.
15. delete the copyright or other proprietary rights notice from any Content.
16. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the App or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the App.
17. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism in any form.
18. disparage, tarnish, or otherwise harm, in our opinion, us and/or the App.
19. use the App in a manner inconsistent with any applicable laws or regulations.

#### 5. Third-Party sites and contents

The App may contain (or you may be redirected via the App) links to other sites ("Third-Party sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party sites and contents are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party sites accessed through the App or any such content posted on, available through, or installed from the App, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party sites or the content. Inclusion of, linking to, or permitting the use or installation of any Third-Party sites or any Third-Party Content does not imply approval or endorsement thereof by PSL. If you decide to leave the App and access the Third-Party sites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware that these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the App or relating to any applications you use or install from the App. You agree and acknowledge that we do not endorse the products or services offered on Third-Party sites and you shall hold PSL as responsible for any harm caused by your actions on such sites. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party sites.

Our Services may be made available or accessed in connection with third party services and content (including advertising) that PSL does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. PSL does not endorse such third party services and content and in no event shall PSL be responsible or liable for any products or services of such third party providers.

Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries 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 beneficiary's terms of service.

## 6. Ownership.

Our Services and all rights therein are and shall remain PSL's property or the property of PSL's licensors. Neither these Terms nor your use of our Services convey or grant to you any rights: (i) in or related to our Services except for the limited license granted above; or (ii) to use or reference in any manner PSL's company names, logos, product and service names, trademarks or services marks or those of PSL's licensors.

## 7. How to use the Services

### i. User/Chauffeur Accounts.

To use our Services, you have to register for and maintain a personal user Services account (hereinafter called "*Account*"). In setting up your account, you are required to submit to PSL some personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a bank card, credit card or momo). You agree to maintain accurate, complete, and up-to-date information in your Account. Failure to do this, including having an invalid or expired payment method on file, may result in your inability to access and use our Services and PSL will terminate these Terms with you. You are responsible for any activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by PSL in writing, you may only possess one Account. Both the client and chauffeur agree that the chauffeur is an independent contractor. As an independent contractor, the chauffeur agrees to provide a valid license which has been acquired from the appropriate institution and the client/user agrees that the driver has all the required documents.

We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

### ii. Age Limitation

You must have attained the age of legal majority in Ghana, to obtain an Account. All users who are minors (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the App. If you are a minor, you must have your parent or guardian read and agree to these Terms of Use prior to you using the App. PSL assumes no responsibility for liabilities related to age misrepresentation.

### iii. Requirements and Conduct of Users.

Our Services are not available for use by persons under the age of 18. You may not authorize third parties to use your Account. All persons under the age of 12 years and the elderly are advised to be accompanied by an adult on every trip. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using our Services, and you may only use our Services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You will not, in your use of our Services, cause nuisance, inconvenience to any other party. In certain instances you may be asked to provide proof of identity to access or use our Services. You agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

### SMS.

There are instances where PSL may send you SMS messages as part of the normal business operation of your use of our Services. You can decide to opt-out of receiving any SMS messages from PSL at any time. You agree and acknowledge that when you opt out of receiving SMS messages, it may impact your use of our Services.

### 8. Promotions.

PSL may use its sole discretion, to create promotional codes which may be redeemed for Account credit, or other features or benefits which are related to our Services subject to any additional terms that PSL establishes on a per promotional code basis ("hereinafter called Codes"). You agree such Codes: (i) will be used for the intended purpose, and in a manner within the law; (ii) may not be duplicated, transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by PSL; (iii) may be disabled by PSL at any time for any reason without liability to PSL; (iv) may only be used pursuant to the specific terms that PSL establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. PSL reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that PSL determines or believes that the use or redemption of the Code was in error, fraudulent, illegal, or in violation of the applicable Code terms or these Terms.

### 9. Client/Chauffeur Provided Content.

PSL may in its sole discretion, allow users to submit, upload, publish or otherwise make available to PSL through its Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions when it becomes necessary. Any such content submitted by the client remains the client's property. By providing such contents, you are deemed to have granted PSL a perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise use in any manner such content in all formats and distribution channels now known or hereafter devised, including in connection with our Services and PSL's business on third-party sites and services, without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

The client/chauffeur represents and warrants that: (i) the client/chauffeur is either the sole and exclusive owner of all contents and or the client/chauffeur has all rights, licenses, consents and releases Content regarding their submission, uploading, publishing or otherwise making available such content nor will PSL's use of the content as permitted herein not 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 any content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by PSL in its sole discretion, whether or not such material may be protected by law. PSL may, but shall not be obligated to, review, monitor, or remove any such content, at PSL's sole discretion and at any time and for any reason, without notice to you.

#### 11. Network Access and Devices.

You are responsible for obtaining the data network access necessary to use our Services. Your network's data and messaging rates and fees may apply if you access or use our Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use our Services and Applications and any updates thereto. PSL does not guarantee that our Services, 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.

#### 11. Mode of Payment

Our services shall attract charges. These charges shall be paid by either using a bank card, mobile money or direct debit. After you have received our services through your use of the App, PSL shall facilitate the payment of the applicable charges. The client is responsible for paying tolls, parking tickets, airport surcharges and processing fees for split payments, and will be inclusive of applicable taxes where required by law. The applicable charges to be paid by you shall be final and non-refundable.

All charges are due immediately and payment will be facilitated by PSL using the preferred payment method that has been designated on your Account, after which PSL shall send you a receipt by email or sms. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you shall take steps to update your primary payment method otherwise PSL shall reserve the right to log you out.

PSL reserves the right to establish, remove and/or revise charges for any or all services rendered through the use of our Services at any time in PSL's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. PSL will reasonably make the effort to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. PSL may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services rendered through the use of our Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to

you. You may elect to cancel your request for services. You may be charged a cancellation fee.

PSL does not designate any portion of the payment made as a tip or gratuity. You understand and agree that, while you are free to provide additional payment as a gratuity to any Chauffeur through the use of our Service, you are under no obligation to do so. Gratuities are voluntary. After you have received the Service, you will have the opportunity to rate your experience and leave additional feedback about the Chauffeur.

## 12. Disclaimer

THE APP IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE APP SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE APP AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE APP'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS APP AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE APP, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APP, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE APP BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APP. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE APP, ANY HYPERLINKED SITE, OR ANY SITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

## 13. LIMITATION OF LIABILITY.



PSL WILL NOT 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, EVEN IF PSL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PSL WILL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES WHICH ARISE OUT OF YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES. PSL WILL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND PSL'S REASONABLE CONTROL.

PSL'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE FOR A DRIVER TO PICK UP GOODS FROM THIRD PARTY PROVIDERS. YOU AGREE THAT PSL HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO PICKING UP GOODS FOR YOU FROM THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

#### 14. Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the App; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the App with whom you connected via the App. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

#### 15. Lost Property

You understand and agree that it is your responsibility to ensure that your property in the vehicle are safe. Whilst you are expected to ensure your property is protected, PSL shall not be held liable in the event your property gets missing or is damaged. PSL will take reasonable steps to find the missing property. It is mandatory to complete and sign off the checklist as required. In the event that the request is made on behalf of a third party, the client/user is to ensure that the third party is capable of signing off the checklists before the trip begins.

#### 16. Governing Law

These Terms of Use and your use of the App are governed by and construed in accordance with Ghanaian Law.

## 17. Arbitration

Any legal action of whatever nature brought by either you or us (collectively, the “Parties” and individually, a “Party”) shall be commenced or prosecuted in Ghana. In no event shall any claim, action, or proceeding brought by either Party related in any way to the App be commenced more than one year after the cause of action arose.

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the “Disputes”) brought by either you or us (individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least **14** days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT. The arbitration shall be commenced and conducted under Ghanaian law. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable law, the arbitration will take place in Ghana. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in Ghana. In no event shall any Dispute brought by either Party related in any way to the App be commenced more than one year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for

any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

## 18. General Provisions

### i. Insurance

The client agrees that the car to be used at the time of the trip is insured and the insurance covers all persons in the car including the driver. The client is also expected to ensure that the car to be used at the time of requesting for our services is roadworthy within the requirements of Ghanaian law. Where there is an incidence and a vehicle is damaged, the insurance policy shall apply. Due process shall be followed within the requirement of the Ghanaian law. The client agrees not to provide a stolen car and you will be solely responsible for any car being used during the trip.

### ii. Checks

The client covenants that thorough checks will be conducted in every car at the beginning of every trip. The client covenants to fill out a checklists and sign before the beginning of any trip.

### iii. Corrections

There may be information on the App that contains typographical errors, inaccuracies, or omissions that may relate to the App, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the App at any time, without prior notice.

### iv. Electronic communication, Transactions and Signatures

Visiting the App, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email, sms and on the App, satisfy any legal requirement that such communication be in writing. **YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, REQUESTS AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE APP.**

### Claims of Copyright Infringement.

Claims of copyright infringement should be sent to PSL's designated agent. Please visit PSL's web page at [www.premiersolutionsgh.com](http://www.premiersolutionsgh.com) for the designated address and additional information.

### Notice.

PSL may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth

in your Account. You may give notice to PSL by written communication to PSL's address at P.O. CS 8091, TEMA.

#### Miscellaneous

You shall not assign or transfer these Terms in whole or in part without a prior written approval from PSL. You give your approval to PSL for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of PSL's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, PSL, or any Third Party Provider as a result of the contract between you and PSL or use of the Services.

Where any provision of these Terms 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 these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute 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 these Terms, the words "including" and "include" mean "including, but not limited to."