**Legal**

**Terms and Conditions**

**Last updated: March 10, 2017. Contractual Relationship**

These Terms of Use (“Terms”) govern the access or use by you, an individual, from within the United States and its territories and possessions of application, content, products and services (the “Services”) made available in the United States and its territories and possessions by Grand Valley Bandwagon and its developers. READ THESE TERMS CAREFULLY AND THOROUGHLY BEFORE ACCESSING OR USING THE SERVICES. In these Terms, the words “include” and “including” mean “including, but not limited to.”

By accessing and using the services you are constituting your agreement to be bound by these Terms, which establishes a contractual relationship between you and Grand Valley Bandwagon. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Grand Valley Bandwagon may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Grand Valley Bandwagon may amend the Terms related to the Services at any time they deem it necessary. Amendments will be effective immediately upon Grand Valley Bandwagon’s posting of such updated Terms. Your continued access or use of the Services after such a posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in GVB’s Privacy Policy.

**1. The Services**

The Services constitute a technology platform that enables users of GVB’s mobile application provided as part of the Services to arrange and schedule transportation and/or logistics services with third party providers of such services (“Drivers”). The Services are made available solely for your personal, noncommercial use. YOU ACKNOWLEDGE THAT GRAND VALLEY BANDWAGON DOES NOT PROVIDE TRANSPORTATION OR LOGISTICS SERVICES OR FUNCTION AS A TRANSPORTATION CARRIER.

**License.**

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

**Restrictions.**

You may not: (i) use any Services of GVB if you are not a current Grand Valley State University student. Although GVB verifies that you are a Grand Valley State University student by verifiing your email address we do not guarentee the rider or driver is a Grand Valley State University student. (ii) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

**Third Party Services and Content.**

The Services may be made available or accessed in connection with third party services and content (including advertising) that GVB 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. GVB does not endorse such third party services and content and in no event shall GVB be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc. and Google, Inc. will be a third-party beneficiary to this contract if you access the Services using Applications developed for Apple iOS. 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.

**Ownership.**

The Services and all rights contained are and shall remain Grand Valley Bandwagon’s property. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above.

**2. Your Use of the Services**

**User Accounts.**

In order to use any aspect of the Services, you must register for and maintain an active personal user Services account (“Account”). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. You must be a current Grand Valley State University student to obtain an account. You must be a current Grand Valley State University student to continue using GVB’s Services even after an account has been created. Account registration requires you submit to GVB certain personal information, including but not limited to, your name, phone number, and email address. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to- date Account information may result in your inability to access and use the Services or GVB’s termination of this Agreement with you. You are responsible for all 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 GVB in writing, you may only possess one Account.

**User Requirements and Conduct.**

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation or logistics services from Third Party Providers unless they are accompanied by you. The Service is not available to individuals that are not Grand Valley State University students. 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 the Services, and you may only use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

**Known Risks you are Accepting by Using GVB’s Services.**

By using GVB’s Services you hereby acknowledge that you know that GVB does not verify the Drivers or Riders in any manor. This means we DO NOT verify a Driver’s license, insurance, reliability of vehicle, that they are who they say they are or any other information about the Driver other than that they are current Grand Valley State University student. Accept rides at your own risk. We also DO NOT verify Riders information. Give rides at your own risk. GVB is not responsible for any encounters between Riders and Drivers.

**Notifications.**

By creating an account, you agree that the Services may send you informational notifications on your device. You can not opt out of these notifications.

**User Provided Content.**

GVB may, in GVB’s sole discretion, premit you from time to time to submit, upload, publish or otherwise make available to GVB through textual information including commentary and feedback related to the Services, and initiation of support requests. Any User Content provided by you remains your property. However, by providing User Content to GVB, you grant GVB a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels, without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant GVB the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor GVB’s use of the User Content as permitted herein 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 Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by GVB in its sole discretion, whether or not such material may be protected by law. GVB may, but shall not be obligated to, review, monitor, or remove User Content, at GVB’s sole discretion and at any time and for any reason, without notice to you.

**Network Access and Devices.**

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

**3. Payment**

You understand that the use of the Services may result in charges to you for the services you receive from a third party (“Drivers”). After you have received services or goods obtained through your use of Service, You are responsible to facilitate your payment of the applicable Charges to the Third Party Provider (“Driver”). Charges paid by you are final and non-refundable.

All Charges are due immediately and payment will be made by you to the Third Party through the preferred payment method. GVB is not responsible in any way for this payment. We do not facilitate the payment. We do not verify payment methods will work nor check if the receiver of the Services has enough funds for the payment before the Services begin. Third Party providers of the Services or “Drivers” acknowledge that GVB is not responsible for receivers of their services that do not pay for their Services.

GVB will not inform you of the Charges that may apply other than the beginning set amount by the Rider or the Driver in the beginning of the ride. You are responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider’s arrival.

This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. Except with respect to taxicab transportation services requested through the Application, GVB does not designate any portion of your payment as a tip or gratuity to the Third Party Provider. Any representation by GVB to the effect that tipping is “voluntary,” “not required,” and/or “included” in the payments you make for services or goods provided is not intended to suggest that GVB provides any additional amounts, beyond those described above, to the Third Party Provider. You understand and agree that, while 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. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider.

**Repair or Cleaning Fees.**

We do not collect repair or cleaning fees. The Drivers are responsible for gathering the cost of a repair for damage to, or necessary cleaning of, their vehicle and property resulting from the use of the Services under your Account in excess of normal “wear and tear” damages and necessary cleaning (“Repair or Cleaning”). In an event that a Driver needs Repair or Cleaning, GVB does not verify the need, and we do not collect or distribute money to anyone to facilitate this Repair or Cleaning. We are not responsible for any damage done by Riders to Driver’s vehicles or property. It is up to the Drivers sole discretion to collect payment for damages and GVB has no involvement in this process.

**4. Disclaimers; Limitation of Liability; Indemnity.**

DISCLAIMER.

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” GVB DISCLAIMS 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, GVB MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. GVB 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, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY.

GVB SHALL 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 GVB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GVB SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF GVB HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES. GVB SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND GVB’S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY TRANSPORTATION PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH SOME REQUEST BRANDS MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. IN NO EVENT SHALL GVB’S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ZERO U.S. DOLLARS (US $0).

GVB’S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR LOGISTICS SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT GVB HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR LOGISTICS SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 5 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

**Indemnity.**

You agree to indemnify and hold GVB and its officers, directors, employees, and agents 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) GVB’s use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

**5. Other Provsions.**

Choice of Law.

These Terms are governed by and construed in accordance with the laws of the State of Michigan, U.S.A., without giving effect to any conflict of law principles, except as may be otherwise provided in supplemental terms applicable to your region.

Notice.

GVB may give notice by means of a general notice on the Services, electronic mail to your email address in your Account.