

TERMS AND CONDITIONS

1. Introduction

The Terms and Conditions contained herein, shall govern your use of this website, www.road2home.eu, including all pages within this website (collectively referred to herein below as “R2h” or as “Website”). These Terms apply in full force and effect to your use of this Website and by using R2h, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Terms and Conditions.

This Website is not for use by any minors (defined as those who are not at least 18 years of age), and you must not use this Website if you a minor.

Furthermore, the usage of R2h is limited to people enrolled in universities (or similar institutions) who are provided with an official university mail address. For safety reasons, it is not possible to register with a private mail address.

1.1 Overview of the terms used

- “Driver/s”: When using “Driver” or “Drivers”, R2h is referring to the person who is registered on the website and is offering a trip. By definition, a driver has a legal disposal of a car, or other vehicle, which is fully conformed with the laws of the country/ies in which he/she is going to drive in. Moreover, the driver uses a vehicle capable of carrying safely at least a second person and has an insurance policy covering also his/her passengers;
- “Passenger/s”: When using “Passenger” or “Passengers”, R2h is referring to the person who is registered on the website and is requesting a trip or is joining an existing trip;
- “Trip/s”: When using “Trip” or “Trips”, R2h is referring to the agreements taken by the drivers and the passengers on the R2h platform for travelling together in a certain place for a certain amount of time;
- “User/s”: When using “User” or “Users”, R2h is referring to the person, or the persons, who is registered on the website, both as driver and/or as a passenger;

2. Intellectual Property Rights

Other than content you own, which you may have opted to include on this Website, under these Terms, R2h and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved.

3. Restrictions

You are expressly and emphatically restricted from all of the following:

1. Publishing any Website material in any media, unless this material is strictly related to your trip;
2. Selling, sublicensing and/or otherwise commercializing any Website material;
3. Publicly performing and/or showing any Website material without the permission of R2h;
4. Using R2h in any way that is, or may be, damaging to R2h or to its users;
5. Using R2h in any way that impacts user access to R2h;
6. Using R2h contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to R2h, or to any person or business entity;
7. Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to R2h, or while using R2h;
8. Using R2h to engage in any advertising or marketing, unless agreed with R2h;

Certain areas of this Website are restricted from access by you and R2h may further restrict access by you to any areas of the website, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

4. Your Content

In these Terms and Conditions, “Your Content” shall mean any audio, video, text, images or other material you choose to display on R2h. With respect to Your Content, by displaying it, you grant R2h a non-exclusive, worldwide, irrevocable, royalty-free, sub-licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be your own and must not be infringing on any third party’s rights. R2h reserves the right to remove any of Your Content from this Website at any time, and for any reason, without

notice.

5. No Warranties

This Website is provided “as is,” with all faults, and R2h makes no express or implied representations or warranties, of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

6. Limitations of Liability

In no event shall R2h, nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise, and R2h, including its officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website. In particular, by using R2h you agree that:

1. R2h will have no responsibilities concerning any fines of any kind from authorities or any damages to persons and things that you might occur into, both as a driver and as a passenger. This includes, but it is not limited to, driving without the correct type of insurance, with unpaid registration taxes and similar;
2. R2h will have no responsibilities concerning any problem with tax authorities. The service provided by R2h is limited to establishing contact between the drivers and the passengers. Drivers are in any way not employed by R2h and, therefore, are self-labile in declaring their eventual gains from the trips agreed on the website;
3. R2h will have no responsibilities concerning what can happen before, during and after the trips, both to the drivers, the passengers, external parties and things. Drivers and passengers are the only responsible of their behaviours and will be considered the only one liable for the consequences of these behaviours;
4. Any reported violation of the General Behavioural Rules might result in the immediate expulsion from R2h, without any possibility to be admitted again. R2h will not accept any type of formal complainant, if the General Behavioural Rules and the Terms and Conditions are not respected;
5. R2h will provide authorities with users' information and data, if requested. This might be in the case of an accident, of any kind of violence or in case of similar situations. The website will have no responsibilities on what the authorities will do with the data, and R2h will not

accept any kind of complaint or legal action from the users' side;

7. Indemnification

You hereby indemnify to the fullest extent R2h from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

8. Separability

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

9. Variation of Terms

R2h is permitted to revise these Terms at any time as it sees fit. Any change in the Terms and Conditions will be notified by e-mail on the address provided during the registration.

10. Entire Agreement.

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between R2h and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.