

# Terms of Applications

Date of last update: December 26, 2020

Current version: 1.00

**PLEASE READ CAREFULLY THE FOLLOWING TERMS OF APPLICATIONS UPON WHICH KAPARIDE OFFERS YOU ACCESS AND USE OF OUR APPLICATIONS (DESCRIBED BELOW). THIS INCLUDES IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS AS WELL AS CERTAIN EXCLUSIONS AND LIMITATIONS.**

**You affirm that you are at least 18 years of age or the age of majority in the jurisdiction you are accessing Kaparide services from and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. If you are under 18 or the applicable age of majority, please do not use Kaparide Services.**

Within this document the following terms will be used as placeholders to represent the following:

Ours equates to Kaparide.

Member equates to any individual registered to the Kaparide Applications and/or utilizes Kaparide applications.

We equates to Kaparide.

Their equates to Member.

Application equates to any applications created or owned under Kaparide.

Its equates to Kaparide.

Us equates to Kaparide.

Kaparide is the sole owner of the information collected on this Rideshare Forum. We will not sell, share, or rent information to others in ways different from what is disclosed in this statement.

These Terms of Applications apply to all Applications provided by Kaparide Inc / KapaVoyage .Inc. (a company registered in Quebec, Canada and incorporated on January 14, 2020 under the Canada Business Corporations Act with Certificate of Incorporation 12650355 whose registered office is at 1345 Rue Ouimet Apt#35, Saint-Laurent, Quebec H4L 3P9.

Kaparide Inc. owns and operates the Kaparide forum Applications and which provides an online forum that allows individuals to post content relevant to rideshares and allows transparency of rideshare content with individuals who are seeking to make the same trip and are seeking a means of transportation (collectively, the “**Applications**”), which are made available through our **Android and IOS** app Kaparide and any other Subdomains or Mobile Applications which Kaparide makes the Applications available through (collectively, the “**Applications**”). By using the Applications, you understand and agree to be legally bound by these Terms of Applications (“**Terms of Applications**”) and Privacy Policy (“**Privacy Policy**”) whether you register to use the Applications or not. Please read carefully as these Terms of Applications govern your access and use of the Applications, and all Members' (described below) and Kaparide content. If you do not agree with the Terms of Applications, then you have no right to continue using or accessing the Applications and all Members' and Kaparide content. Failure to abide by the Terms of Applications as hereby stated may subject you to civil and criminal penalties.

The Applications is offered as an online forum platform through which Drivers (defined below) and Passengers (defined below) may post and arrange Trips (defined below) for Ridesharing (defined below) purposes directly with each other and in a strictly non-commercial or professional context. By proceeding to use and access the Applications you confirm that you acknowledge that Kaparide is in no way a party to any agreements entered into between Drivers and Passengers, and has no control over the conduct of Drivers, Passengers or Members of our Applications. You understand that Kaparide is not an insurer, agent or broker, and you disclaim us of all liability in this regard to maximum extent permitted by law.

## 1. Common definitions

- A “**Member**” is a Driver, a Passenger, both or any other registered user of the Applications.
- A “**Driver**” is a person using the Applications and offering spare seats in their vehicle to share with other Passengers.
- A “**Passenger**” is a person using the Applications and booking seats in a Driver’s vehicle.
- An “**Account**” is created by a Member to access the Kaparide Applications.
- A “**Trip**” occurs between an origin and a destination at a given date and time and includes details such as a pick-up point, drop-off point, and the number of seats available. A Trip is created and maintained by a Driver.
- A “**Booking**” refers to the act of paying the Contribution for a Trip through the Applications when the Trip happens.
- A “**Contribution**” or “**Trip contribution**” refers to a sum of money agreed and paid by the Passenger to the Driver to cover the costs of a particular Trip and can’t accrue profit for the Driver.
- “**Taking a ride**”, “**Rideshare**” or “**Ridesharing**” refer to the act of sharing a Trip in a vehicle amongst a Driver and Passenger(s) in exchange for a Contribution.

## 2. Changes to the Terms of Applications

Kaparide reserves the right, at its sole discretion, to modify the Applications or to modify these Terms of Applications at any time and without prior notice. If we modify these Terms of Applications, we will notify you with the modification through the Applications. We will also update the “Last Updated” date at the top of these Terms of Applications. By continuing to access or use the Applications after we have posted a modification or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms of Applications. If the modified Terms of Applications are not acceptable to you, your only recourse is to cease using the Applications.

## 3. Your responsibilities

1. You are responsible for exercising common sense and determining the suitability of other Members of the Applications. We encourage you to communicate directly with potential Drivers or Passengers through the Applications and to take the same precautions you would when meeting a person for the first time.
2. You are solely responsible for your interactions with other Members of our Applications. We will not be responsible for any damage or harm resulting from your interactions with other Members. We reserve the right to monitor interactions and restrict access to any Member who is posting material we consider objectionable.
3. Release.  
As our Applications is a facilitator, in the event of a dispute between you and another Member, you release us (and our affiliates) from claims, demands and damages

(actual or consequential) of any kind and nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out or in any way connected with such disputes.

#### 4. Your conduct

0. As a Member of this Applications, you must act responsibly and exercise good judgment. This includes, but is not limited to, the following:
  1. Driving carefully, respecting the rules of the road, not being under the influence and not violating any applicable laws or regulations and driving a vehicle in good functioning order that has passed any required vehicle inspections
  2. Not infringing the rights of any third party, including without limitation, intellectual property, privacy, publicity or contractual rights
  3. Not using information obtained through this Applications for any unauthorized purpose
  4. Not interfering with or damaging the Applications.
  5. Not using this Applications to distribute spam
  6. Respecting other Members: no harassment, abuse (verbal or physical) or stalking is tolerated on the Applications
  7. Not using the Site for commercial activities, unless otherwise agreed directly with Kaparide
  8. Not registering to the app on behalf of another individual
  9. To being at least 21 years old and able to enter into legally binding contracts to access and use the Kaparide Applications or register for a Kaparide account. By accessing or using the Kaparide Applications you represent and warrant that you are 21 or older and have the legal capacity and authority to enter into a contract.
  10. Not assisting a third party in doing any of the above
  11. Having a valid driving license in the region that the rides will be operating in as a Driver of the ride

##### 1. Reporting misconduct

If you feel that another Member of the Kaparide Applications has acted inappropriately including but not limited to offensive, violent or sexually inappropriate behavior, or engages in other disturbing conduct, you must immediately report such person to the appropriate authorities, providing that your report does not obligate us to take any action or cause us to incur any liability.

#### 5. Use and access of the Applications

0. NO commercial activities, unless otherwise agreed by contract with Kaparide.

The Applications is strictly limited to providing a Applications for Drivers and Passengers to Rideshare in a private capacity. The Applications may not be used to

offer or accept Ridesharing for profit or in any commercial or professional context, unless otherwise agreed by contract with Kaparide.

Drivers may not profit from any Trip. The Applications and the cost Contribution may only be used to discharge the Driver's costs and may not be used to generate any profit for the Driver. The Driver is not entitled to make profit by virtue of the amount of the Trip Contribution, the types of Trips offered by a Driver, the frequency of such Trips or the number of Passengers transported. This applies to all activities, arrangements and Applications booked using the Applications and any additional Applications or activities which may be agreed between Driver and Passenger.

The Driver must not provide additional Applications to any Passenger for profit or gain (and the Passenger may not accept or ask for any such Applications) including (without limitation) package delivery, waiting time, additional drop-off and pick-up points and collecting additional passengers (other than the Passenger).

All Trips and pick-up and drop-off points must be pre-agreed through the Applications in advance. Drivers may not collect any Passengers from any location which has not been pre-agreed with the Passengers through the Applications.

Drivers may NOT post trips speculatively. Drivers can only post trips if they are 100% sure of when and where they are travelling, to ensure a reliable Applications for Passengers.

Drivers are reminded that using the Applications in a commercial or professional capacity may invalidate a Driver's insurance. Kaparide's liability is limited in accordance with these Terms of Applications and in particular Kaparide is not liable in respect to any breach of any agreement between Members or breach by a Member of these Terms of Applications including where any Driver (in breach of these Terms of Applications) offers Applications through the Applications in a professional or commercial capacity (thereby potentially invalidating their insurance). It is up to Members to be vigilant in ensuring that Applications are not provided on a commercial basis.

Kaparide doesn't provide transport/rideshare services but rather the Applications. The Applications is a communications platform for Members to interact with one another. Kaparide does not interfere with Trips, destinations or timings. The agreement for Ridesharing is between the Driver and the Passenger. Kaparide is not a party to any agreement or transaction between Members, nor is Kaparide liable in respect of any matter arising which relates to a Booking between Members. Kaparide is not and will not act as an agent for any Member.

Any breach of these Terms of Applications will give rise to immediate suspension of a Member's account and they may be restricted from accessing any further Applications.

#### 1. Access to Applications

Each Member of Kaparide is asked to create an Account to access the Applications. To create an Account, you must:

1. Either log in or register to the Applications:

1. Log in with your Phone number and by using such OAuth methods, you understand that Kaparide will have access to that phone number and that information could be displayed to other Members of The Applications.
2. Verify your cell phone number and have access to communicate with other Members via calls and text messages while making use of the Applications
3. Provide your legal first name and last name
4. Provide your email address
5. Agree to our Terms of Applications and Privacy Policy

When creating your Account, you agree to provide accurate and true information, and to update it through your profile or by notifying Kaparide.

You agree to be the sole owner of your Account, and to not share its access with anyone.

You agree that all representations, communications, bookings, and the use of any of the other features provided by Applications are only made by you, and never by a third party, or on behalf of a third party.

You agree not to create or use, under your own identity or that of a third party, Accounts other than that initially created by you.

## 2. Eligibility to use the Applications

Kaparide offers a online forum platform which allows Members to contact each other to arrange a Trip. The Passenger is expected to contact the Driver through the Kaparide Applications to arrange a Trip and any conditions of travel (including size of luggage, equipment, etc).

The eligibility of a Member to use the Rideshare Applications is to Kaparide's discretion and as such Kaparide reserves the right to withdraw that Applications from any Member at any time.

## 3. Conditions under which the Applications is provided

Kaparide reserves the right to:

(i) Withdraw the Applications it provides and restrict it to a cohort of Members and / or only several destinations.

(ii) Make exceptions to the policies of the Applications

## 6. Features of the Applications

### 0. Trips

The Driver proposes Trips on the Applications by providing the origin and destination, date and time of departure, seats available and any other relevant information.

In the scope of a Trip, Passengers can exchange Messages and place Bookings with the driver.

1. Messages

Kaparide provides the ability to message other members phone number to enable communication between Kaparide Members.

2. Bookings

After performing a successful Booking on a Trip, the Driver and Passenger are bound to that Booking and any cancellations are subject to the Cancellations terms listed below in Section 6.5

The Driver and Passenger are informed of the Booking by notifications sent phone registered with Kaparide. The Booking is only valid under the Member's registered name on the Applications and is void under any other name. The Driver is subject, upon a Booking placed by a Passenger, to complete the Trip as agreed by each party. The Driver must ensure there are enough seats in their vehicle to comfortably accommodate each and every Passenger with a seatbelt.

1. Fraud and Identity

Members agree to respond to any demand from Kaparide, the bank or any legal entities with regards to preventing or fighting fraud and/or money laundering. In particular, Members agree to comply with such requests by supplying valid identification documents. In the event of an immediate response to such requests, Members agree in advance to allow Kaparide to restrict their access to the Applications.

2. Policies on cancellations, no-shows and disputes

1. Driver Cancellation Policy

A driver may cancel a trip with/without approved passengers at any time, with no penalty until The Application has deemed the Trip has started and locks the Trip. In addition, Kaparide is not liable to any driver cancelling a booking.

2. Driver No-show Policy

A driver not showing up on a trip with approved passengers is serious and may lead to immediate account ban and/or termination. In addition, Kaparide is not liable to any driver no showing a booking.

When a driver receives a no-show from a passenger in the scope of a trip, an issue is raised with the Kaparide team to collect more information on the no-show. Kaparide reserves the right to block a driver's account at any time in the scope of a no-show if there is reason to believe they are providing a negative experience for other members.

### 3. Passenger Cancellation Policy

1. In the event of a cancellation, the seats freed up by the Passenger on the Trip are offered to other Members of the Applications and subject to the Booking and Cancellations policies in this document.
2. Under Request to book:

A Passenger may withdraw a Booking at any time and is not liable. In addition, Kaparide is not liable to any passengers cancelling/no - showing a booking.

Repeated cancellation of Bookings by a Passenger may lead to the closure/ban of their Kaparide Account.

### 4. Passenger No-show Policy

If a passenger was booked on a trip and does not show up, our Passenger no-show policy applies.

Kaparide reserves the right to ban/block a passenger's account at any time in the scope of a no-show if there is reason to believe they are providing a negative experience for other members.

### 3. Insurance

The Driver takes the responsibility to insure their vehicle as per the laws in effect and to check the validity of their insurance before every Trip. The Driver must also have a valid driver's licence.

For information, it is generally accepted that Passengers contributing to the cost of a Trip are covered under the terms of insurance policies in North America.

It is each Driver's and Passenger's responsibility to verify with their insurance company they are covered while Ridesharing.

For Drivers with company issued vehicles, it is also their duty to check their insurance policies cover all Passengers on a Ridesharing Trip.

Both Driver and Passenger are informed of the possibility for their insurance companies to refuse to cover the damage caused in a possible incident while using a private vehicle for commercial purposes as depicted in Section 3.

The Member accepts the full financial responsibility for any uncovered insurance claims that might result from an accident, and agrees that Kaparide is in no way liable.

Kaparide reserves the right to suspend at any time a Member's Account and withhold any outstanding payments in suspicion or acknowledgement of the Member practicing any commercial activity related to the Applications, as described in Section 3. Kaparide also reserves the right to communicate any illegal activity through the Applications to the relevant authorities.

#### 4. Litigations & conflicts

Kaparide does its best to address all demands in a timely manner but has no obligation to solve all conflicts that arise on the Applications between Members.

Kaparide is not liable for any disputes between Driver and Passengers.

#### 5. Security

Kaparide is very concerned with safeguarding your information. When you enter sensitive information and follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, we cannot guarantee its absolute security. If you have any questions about security on our Applications, you can contact us.

We will make any legally required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored personal data to you via email or conspicuous posting on the Applications and application in the most expedient time possible and without unreasonable delay, insofar as consistent with (i) the legitimate needs of law enforcement or (ii) any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

- Community Agreement

By agreeing to these Terms of Applications, you also agree to our Community Agreement, which depicts a high-level summary of how we expect Members to use our Applications.

- Anti-Discrimination and Anti-Harassment Policies

##### 1. Anti-Discrimination Policy

Kaparide is an "equal opportunity community." Kaparide will not allow discrimination within its community and will ensure against discrimination to the best of its abilities on the bases of race, creed, color, national origin, or sex. Allegations of discrimination on Kaparide may lead to preventive or permanent closure of a Member's account.

##### 2. Anti-Harrassment Policy

Kaparide is committed in all areas to providing a community that is free from harassment. Harassment based upon an Member's sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics will not be tolerated. All Members are expected and required to abide by this policy. No Member will be adversely affected in the use of this Applications as a result of bringing complaints of unlawful harassment against another Member. Allegations of harrassment on Kaparide may lead to preventive or permanent closure of a Member's account.



### 3. Anti Sexual Harrassment Policy

Sexual harassment is behavior of a sexual nature that is unwelcome and offensive to the person or persons it is targeted toward. Examples of harassing behavior may include unwanted physical contact, foul language of an offensive sexual nature, sexual propositions, sexual jokes or remarks, obscene gestures, and displays of pornographic or sexually explicit pictures, drawings, or caricatures. Use of the Kaparide platform for the purpose of viewing, displaying, or disseminating material that is sexual in nature may also constitute harassing behavior. Allegations of sexual harassment on Kaparide may lead to preventive or permanent closure of a Member's account.

### 4. Reporting

If an Member feels that they have been harassed on the basis of their sex, race, national origin, ethnic background, or any other legally protected characteristic they should immediately contact the appropriate authorities

- Privacy

#### 1. Privacy policy

We understand the concerns that you may have about your privacy and respect your right to protect your personal information while online. Our Applications is designed to allow Members to only post details regarding Trip dates and locations. We may collect other personal information from you that we do not post on our Applications.

By agreeing to these Terms of Applications, you also agree to our Privacy Policy. Please refer to our Privacy Policy for more information.

#### 2. Third-Party Content

In using our Applications, you may be exposed to content from other Members or third parties ("**Third-Party Content**") either on our Applications or through links to third-party websites. We do not control and have no responsibility for Third-Party Content. You must evaluate and bear all risks associated with Third-Party Content.

- Liability, Warranties, Indemnity, Intellectual property and other Legal matters

#### 1. Limits of liability

We shall not be liable for damages of any kind (including but not limited to direct, indirect, incidental, general, special, consequential, exemplary or punitive damages) even if we have been advised of the possibility of such damages, arising from or relating to a) the Member or inability to use our Applications b) the cost of replacement of any goods, Applications or information obtained as a result of our Applications c) disclosure of, unauthorized access to or alteration of your content d) damages for loss or corruption of

data or programs, Applications interruptions or procurement of substitute Applications, even if we know or have been advised of the possibility of such damages e) your or anyone else's conduct or acts in connection with the use of the Applications, including without limitation, bodily injury, emotional distress, death or any other damages resulting from communication or meeting with other registered

#### Disclaimer of warranties

If you use our Applications, you do so at your sole risk. Our Applications are provided on an 'as available' basis. We expressly disclaim, and you waive, all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose and non-infringement.

We do not warrant that:

1. Our Applications will meet your requirements or expectations.
2. Our Applications will be uninterrupted, timely, secure, or error-free.
3. Any information that you obtain through our Applications will be accurate or reliable.
4. Any errors in any data or software will be corrected.

#### 2. Indemnity

You shall defend, indemnify and hold us harmless from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out or relating to your use of our Applications. If you are obligated to indemnify us, we will have the right, to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms.

#### 3. Intellectual Property

All material on our Applications is protected by rights copyright, trademarks, Applications marks, patents, trade secrets or other proprietary right and laws as may be applicable. Unless expressly authorized by us, you may not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from such material.

You may not systematically retrieve data or other content from our Applications for your own agenda, including re-creating databases, directories or downloads. You may not display any portion of our Applications in a frame without our prior written consent. You may however, establish ordinary links to the Applications without our written permission.

#### 4. Legal compliance

You shall use the Applications in a manner consistent with any and all applicable national and international laws and regulations.

- **Termination & Discontinuance of Applications**

1. **Termination**

We may, in our discretion and without liability to you, with or without cause (such cause may include your breach of these Terms of Applications) with or without prior notice and at any time, terminate your access to the Applications.

2. **Discontinuance of Applications**

We may, in our discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of the Applications.

## **Privacy Policy**

**Date of last update: December 26, 2020**

**Current version: 1.00**

### **Language**

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Its equates to Kaparide.

Kaparide is the sole owner of the information collected on this Rideshare Forum. We will not sell, share, or rent information to others in ways different from what is disclosed in this statement.

## **Registration**

A Member must first complete our registration form, in order to use Kaparide. A Member might be required to provide their contact information (e.g. name, email address and so forth) during the registration process. By registering on Kaparide, a Member consents to their data being used on any other existing or future applications operated by Kaparide. In addition, by registering on Kaparide a Member accepts and agrees to the rest of the terms laid out in this document.

## **Cookies**

A cookie is any piece of data stored on the Member's hard drive containing information about the Member. Usage of a cookie is in no way linked to any personally identifiable information while on our Application. For instance, by setting a cookie on Kaparide, the Member would not have manually

login each session at utilizing the Kaparide Application. If a Member rejects the cookie, they may still use Kaparide. The only drawback to this is that the Member will be limited in some areas of our Application. Cookies enables Kaparide to track and target the interests of our Members to enhance the experience of our Application.

## **Security**

Kaparide takes every precaution to protect our Members information. If you have any questions about the security of the Application, please contact us.

## **Safety and compliance with Law**

Kaparide may disclose your information to courts, law enforcement or governmental authorities, or authorized third parties, if and to the extent we are required to do so by law or if such disclosure is reasonably necessary: (i) to comply with legal process and to respond to claims asserted against Kaparide, (ii) to respond to verified requests relating to a criminal investigation or alleged or suspected illegal activity or any other activity that may expose us, you, or any other of our users to legal liability, (iii) to enforce and administer our Terms and Applications or other agreements with Members, (iv) for fraud investigation and prevention, risk assessment, customer support, product development and debugging purposes, or (v) to protect the rights, property or personal safety of Kaparide, its employees, its Members, or members of the public.

We will attempt to notify Users about these requests unless: (i) providing notice is prohibited by the legal process itself, by court order we receive, or by applicable law, or (ii) we believe that providing notice would be futile, ineffective, create a risk of injury or bodily harm to an individual or group, or create or increase a risk of fraud upon Kaparide's property, its Members and the Application (collectively, "Risk Scenarios"). In instances where we comply with legal requests without notice for these reasons, we will attempt to notify that Member about the request after the fact if we determine in good faith that we are no longer legally prohibited from doing so and that no Risk Scenarios apply.

## **Log files**

We use IP addresses and other personal Member data to analyze trends, administer the site, track Member's movement and gather broad demographic information in order to constantly improve the App.

## **Application updates**

We will send Application announcement updates by email. Members are not able to un-subscribe from Application announcements, which contain important information about this Application. We communicate with the Member to provide requested Applications and in regards to issues relating to their account via email.

## **Notification of changes**

If we make changes to our privacy policy, we will notify all our Members so they are always aware of what information we collect, how we use it and under what circumstances, if any, we disclose it. We will use information in accordance with the privacy policy under which the information was collect