

Terms of Use

Version 1.0 posted and effective as of September 1st, 2019.

THESE TERMS OF USE (OR “**TERMS**” FOR SHORT) ARE A LEGAL CONTRACT BETWEEN YOU AND ON DEMAND TRANSIT (“**US**” OR “**WE**”). THEY GOVERN YOUR INSTALLATION AND USE OF THE TRANSIT MOBILE APPLICATION (THE “**APP**”), AS WELL AS YOUR ACCESS TO AND USE OF ALL SERVICES PROVIDED THROUGH OR ENABLED BY THE APP (THE “**SERVICES**”).

PLEASE READ CAREFULLY, SINCE THIS DOCUMENT INCLUDES LIMITATIONS OF LIABILITY AS WELL AS DISCLAIMERS OF WARRANTIES, AND OTHER TERMS WHICH AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE WITH THESE TERMS, OR IF YOU LACK CAPACITY OR AUTHORITY TO AGREE TO THESE TERMS, DO NOT INSTALL OR USE THE APP OR ACCESS THE SERVICES.

1. CHANGES TO THESE TERMS

We may amend any part of these Terms by adding, deleting, or varying their content. These amendments may be made at any time and from time-to-time in our discretion.

We will provide you with notice of the proposed amendment by posting an amended version of these Terms with a new version number. We will include a link to the previous version of the terms beneath the new version number. The amendments will take effect 30 days after the date on which the amended version is posted. Prior to that date, the previous version of the Terms will continue to apply.

If you disagree with any amendments, you may terminate these Terms by uninstalling the App and ceasing to use the Services at any time within the 30-day notice period. If the amendment increases your obligations under these Terms, or decreases our

obligations under these Terms, then you can also cancel in the 30 days after the amendments take effect. There will be no cost or penalty for doing so. If you do not uninstall the App and cease using the Services during that time, then by your continued use, you are considered to have accepted the proposed amendments.

2. SCOPE OF SERVICES

To get the most out of the App, it is important to understand our role in providing the Services. The App and Services contain material that we produce and own in order to make mobility services in your city easy to use. This material includes, but is not limited to software, text, graphics and images ("Transit Content"). However, we do not produce any of the primary information you see in the App, which is provided to us by third parties such as Transit Agencies and mobility operators (Uber, Lyft, Bird, Lime, etc.). We are an information organizer and aggregator. This information includes the locations of public transit, the availability of bikeshare or carshare services, and the map itself. While third parties are the primary provider of predictions regarding arrival and departure times, we may develop additional information based on the above referenced location or availability of services, for example by modifying expected arrival times. Such times are only estimates. The actual timings are based on a number of factors including traffic, boarding, detours and the like, which are beyond our control. Both Transit and the primary information providers work to ensure that the information is correct and up-to-date. However, we cannot reasonably verify all of this information, let alone in real-time. This means that if the information provided to us by third parties is inaccurate or incomplete, your ability to effectively use the App or Services may be compromised through no fault of On Demand Transit, and in those cases any legal responsibility for any problems or damages which might occur lies with the third-party information provider rather than (and to the exclusion of) On Demand Transit itself.

Similarly, if you are able to purchase third party goods and services through the App, we are acting as a broker to refer you to the seller of those goods or provider of those services. In some cases we may process payments or aggregate services or usage of

those services to provide you with additional benefits. We do not act as agent for either you or that third party, and instead you contract directly with the third party. Your purchase of the goods or services will be subject to separate contracts and terms of use in addition to these Terms. Any disputes or legal claims for problems or damages arising from or related to these third-party contracts, goods, or services, or any third-party websites or apps which are used in the process must be addressed exclusively to those third parties.

In order to access certain services, you may be required to create a On Demand Transit account. If you do so, you are responsible for maintaining the confidentiality of your On Demand Transit account. You further agree to accept all responsibility for actions and activities that occur using that account.

In all cases, our ability to deliver all the functionality of the Services requires a stable data connection and access to locational services like GPS. If your phone's ability to access data via wireless networks or the Internet is compromised, the Services may be delivered incompletely, slowly, inaccurately, or not at all. These connectivity problems can arise from many sources, ranging from physical interference to power outages to errors by telecommunication providers. Once again, your ability to effectively use the App or Services may be compromised through no fault of On Demand Transit, and we cannot accept any responsibility for any problems or damages which might occur.

The Services also depend on your device. If your device is damaged, not compatible with the App (including updates to the App), or if you have turned off permissions on which the App relies to deliver all the functionality of the Services (such as location sharing), then your ability to effectively use the App or Services may be compromised through no fault of On Demand Transit, and we cannot accept any responsibility for any problems or damages which might occur.

From time to time we may need to make the App or the Services unavailable in order to fix bugs, perform maintenance, install updates, or similar tasks that improve the overall service we deliver. We make every effort to do so during times that have the

least impact, but we cannot accept any responsibility for problems or damages that occur because of App or Services unavailability for these reasons.

Finally, our ability to effectively deliver the Services via the App depends on you having access to the latest version of the App. If you delay or refuse updates to the App, this may compromise or completely prevent us from delivering the Services. We cannot accept any responsibility for any problems or damages which might occur

3. ACCESS TO SERVICES

a) Limited Use Right

We do not sell the App or any of the intellectual property contained in the App. Instead, you are licenced to download a single copy of the App onto each one of your devices.

Subject to your compliance with these terms, and for as long as we make the Services available through the App, you are hereby granted a limited, revocable, non-exclusive, non-transferrable right to use the Services via the App. For greater certainty, this does not include any right to directly access the software, databases, algorithms or data which powers the Services and App, nor any right to obtain a copy of the source code or architecture thereof.

Our role is to make the App and Services available. As explained in the previous section, we cannot control – nor accept any responsibility for – any other issues.

Your use right under these Terms is a personal, non-commercial right. It does not extend to others, nor commercial activities, nor is it an enterprise-wide right.

b) Prohibited Uses and Activities

When installing the App and using the Services, you must comply with all applicable laws and regulations, including the legislation known as Canada's Anti-Spam Law, SC 2010, c 23 (CASL).

When installing the App and using the Services, you must not: (i) decompile, disassemble, reverse engineer, investigate, or otherwise access any non-UI portion of the App; (ii) circumvent any limitations we place on your use of the App or Services; (iii) use or display the App in such a way that allows derivation of information about the Services that was not intended to be made available to users; (iv) circumvent any security features or technological protection measures built into the App; (v) automate access to the App or the Services, including, without limitation, through the use of bots, scrapers or other similar devices; (vi) attempt to install the App or access the Services after having been banned by us.

4. DISCLAIMER OF WARRANTIES

NOT APPLICABLE TO QUEBEC CONSUMERS

WE HEREBY EXCLUDE ALL CONDITIONS AND WARRANTIES REGARDING THE APP AND THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY CONDITION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NOTABLY, AND WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, WE DOES NOT GUARANTEE ANY PARTICULAR LEVEL OF UP-TIME OR AVAILABILITY OF THE SERVICES. THE SERVICES MAY BECOME UNAVAILABLE FOR MANY REASONS, INCLUDING SCHEDULED AND UNSCHEDULED MAINTENANCE BY US.

5. LIMITATION OF LIABILITY

NOT APPLICABLE TO QUEBEC CONSUMERS

WITH THE EXCEPTION OF INTENTIONAL WRONGDOING OR GROSS NEGLIGENCE, WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY OR RELATED TO THE APP, THE SERVICES, OUR ACTIONS OR INACTIONS, OR THESE TERMS (INCLUDING THE BREACH OF THESE

TERMS). THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PROPERTY, PRIVACY, STATUTE, OR OTHERWISE.

NOTABLY, AND WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, WE SHALL NOT BE LIABLE FOR ANY LOSS OF DATA, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOST TIME, OR LEGAL FEES AND LITIGATION EXPENSES.

6. TERMINATION AND SURVIVAL

a) Termination without Cause

We may terminate these Terms without cause and without prior notice if we choose to discontinue the App, the Services, or both. You may terminate these Terms without cause at any time by uninstalling the App and ceasing to use the Services.

b) Survival

Clauses 1, 2, 4, 5, 6, and 7 shall survive the termination of these Terms regardless of reason, and shall continue to bind both you and us.

7. GENERAL

a) Governing law and jurisdiction

NOT APPLICABLE TO QUEBEC CONSUMERS

These Terms are governed exclusively by the domestic laws of Ontario and the federal laws of Canada applicable therein. The *International Sale of Goods Act*, RSO 1990, c I.10, does not apply to these Terms.

NOT APPLICABLE TO QUEBEC CONSUMERS

Any litigation arising from or related to these Terms or the App or the Services shall be submitted to the exclusive jurisdiction of the courts of Ontario.

b) Jury Trial Waiver

All disputes arising from or relating to these Terms or the App shall be determined by a judge-alone trial. You and us irrevocably waive any right to a trial by jury which might exist in any forum.

c) Assignment

You may not assign any of your rights arising under these Terms without our written consent.

d) Status of the Parties

These Terms do not create any relationship of employment, partnership, agency, trust, franchise, or joint venture. Nor do they create any fiduciary duties.

e) Amendments

These Terms can only be amended or suspended by following the procedure set out in clause 1, above. No other amendment or suspension is valid, nor can any purported waiver be set up against us unless the waiver follows the procedure for an amendment set out in clause 1.

f) Entire Agreement

These Terms (as amended from time to time) constitute the entire agreement between you and us regarding the App and the Services. These Terms (and any amendments) replace and supersede any previous or existing agreement, contract, understanding, or representation regarding the App or the Services.

g) Language

You and us have agreed that these Terms and all related documents be drawn up in the English language. Les parties aux présentes reconnaissent avoir convenu que la présente entente et les documents connexes soient rédigés en langue Anglais.

h) Privacy

For more information on how we collect, use, and disclose personal information, please see our privacy policy, accessible at: ondemandtransit.app/privacy

i) Contact

General inquiries to us may be sent to the following address:

Via Mobility LLC
95 Morton Street, 3rd Floor
New York, New York, USA
10014
support@ridewithvia.com.