



## TERMS OF SERVICE FOR RIDERS OF EDMONTON ON DEMAND TRANSIT

PWTRANSIT CANADA LTD. ("PWTRANSIT"/"WE"/"US"/"OUR") OPERATES THE ON DEMAND TRANSIT BOOKING WEBSITE, (THE "WEBSITE") AND THE EDMONTON ON DEMAND TRANSIT MOBILE APPLICATION (THE "APP"). THESE TERMS OF SERVICE ("AGREEMENT") GOVERN USE OF THE WEBSITE, THE APP AND THE SERVICE BY RIDERS ("YOU").

BY USING THE BOOKING WEBSITE, DOWNLOADING THE APP AND/OR USING THE SERVICE, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT ACCEPT ANY TERMS OF THIS AGREEMENT, THEN DO NOT ACCESS OR USE THE WEBSITE, APP OR SERVICE OR ANY OF THEIR CONTENT OR FEATURES. THIS AGREEMENT MAY BE AMENDED OR UPDATED BY US FROM TIME TO TIME. IT IS YOUR RESPONSIBILITY TO REVIEW THIS AGREEMENT FOR ANY CHANGES. YOUR USE AFTER ANY AMENDMENTS OR UPDATES OF THIS AGREEMENT SHALL SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF SUCH REVISED TERMS.

IN ORDER TO USE THE SERVICE, YOU MUST REGISTER FOR AN ACCOUNT AND PROVIDE CERTAIN INFORMATION. FOR INFORMATION ON HOW WE USE YOUR PERSONAL INFORMATION, PLEASE SEE OUR PRIVACY POLICY, THE TERMS OF WHICH FORM AN INTEGRAL PART OF THIS AGREEMENT.

ALL DISPUTES IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY ARBITRATION AS SET OUT BELOW.

1. **The Service.** The "Service" provides a software platform that allows registered users to order and receive rides from PWTransit drivers ("Drivers") on the software platform.
2. **Service Affiliates.** The Service may be offered in partnership with other third parties such as municipalities, not-for-profit organizations, and private corporations. Service Affiliates shall be a beneficiary of sections 14 (Limitation of Liability), 16 (Release), 17 (Indemnity), and 20 (Disputes) this Agreement.
3. **Waiting Time at Pickup:** When the Driver arrives at your pick-up location, the Driver will wait for up to a certain time, as specified in the most recent On Demand Transit Guide. If you are not at the pick-up location and ready to board the vehicle within the specified waiting time, the Driver will consider you a "no-show" and move on.
4. **Time Estimates.** The App provides estimates of times for ride pick-ups and/or drop-offs. These time estimates are provided with no implied guarantee. PWTransit makes no guarantee of the actual times of the rides.
5. **Promotions.** From time to time, we may choose to offer promotions. We may determine the terms of any such offer and we may suspend or end such offer at any time without notice.
6. **Conduct Guidelines.** In using the Service you agree that you will:
  1. provide accurate information when registering and keep such information up to date;
  2. comply with all applicable laws or regulations;
  3. keep your user login details secure and not share or disclose the same to any third party. We will not be liable for any damages caused by virtue of the compromise of your account or password, including any unauthorized access to your account, use of your password or compromise of your information. Please contact us immediately if you suspect or become aware of any unauthorized use of your user name or password or any other breach of security;
  4. not smoke or consume alcoholic beverages while receiving a ride ordered through the Service;
  5. not cause nuisance, annoyance, inconvenience, or property damage, whether to the Drivers or other users.

We reserve the right to terminate your access to the Service and take appropriate legal action if you are in breach of these requirements or the restrictions in Section 10[Use Restrictions] below.

- **Use Restrictions.** You shall not and shall not permit anyone to:
  1. modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Website, App or Service or access the Website, App or Service in order to (i)



- build a competitive product or service, or (ii) copy any ideas, features, functions; or (iii) advertise or promote third party products or services or your own products or services;
2. circumvent any user limits or other timing or use restrictions that are built into the Service or attempt to gain unauthorized access to parts of the Service which are not made available to you by us including access to other users accounts;
  3. cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Service or unduly burdening or hindering the operation and/or functionality of any aspect of the Service;
  4. attempt to gain unauthorized access to or impair any aspect of the Service or its related systems or networks;
  5. intercept, examine, or otherwise observe any proprietary communications protocol used by a client, a server, or the Service, whether through the use of a network analyzer, packet sniffer, or other device;
  6. resell, rent, lease, transfer, assign, distribute, or otherwise commercially exploit or make the Service (or any of its components) available to any third party without our prior written consent; or
  7. use the Service for any unlawful purpose, including but not limited to: (1) sending spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (2) sending or storing infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that violates third-party privacy rights or may be harmful to minors.
- **End User License.** The Website, App and Service and the information and materials that it contains, are the property of PWTransit and its licensors, and are protected from unauthorized copying and dissemination by copyright law, trademark law, and other intellectual property laws. Subject to the terms of this Agreement and payment of applicable fees, PWTransit grants you a non-transferable, non-exclusive, license to (a) use the Website and Service for your use, and (b) download, install and use the App on a mobile device that you own or control solely for your personal use (the “**License**”). The App is licensed to you and not sold. Nothing in this Agreement gives you a right to use the names, trademarks, logos, domain names, and other distinctive brand features associated with the App without our prior written consent.
  - **Service Data.** The Service will automatically collect and collate information about each ride you order using the Service including details of the pick-up and drop-off locations, the route taken, whether the ride is shared, the name of the driver, the price paid (if applicable) and the date and time of the ride. This information (which includes personal and non-personal information) is collected, used, disclosed and stored by us as further described in our Privacy Policy.
  - **Feedback.** If you provide us with any suggestions, comments or other feedback regarding the Website, App or Service whether through the App, via email or other means including feedback about Drivers (“**Feedback**”), we may use such Feedback in the Website, App or Service or in any other products or services. Accordingly, You agree that: (a) We are not subject to any confidentiality obligations in respect to the Feedback, (b) the Feedback is not confidential or proprietary information of You or any third party and You have all of the necessary rights to disclose the Feedback to us, (c) We may freely use, reproduce, publicize, license, distribute, and otherwise commercialize Feedback in any other Offerings, and (d) You are not entitled to receive any compensation or re-imbursement of any kind from us. If your feedback is specific to a Driver, we may share that feedback with the Driver in question.
  - **Limitation of Liability.**
    1. PWTransit disclaims any and all liability related to your interactions with other users. We shall not be liable or responsible for any acts or omissions of any users. By using the Service, you assume all risks. We cannot guarantee the identity or safety of any other users. We have no obligation to participate in any disputes between you and any other users. You understand that by using the Service, you may be exposed to circumstances that may be unsafe, offensive or otherwise objectionable.
    2. You acknowledge that the Internet is not a secure medium and privacy cannot be assured. Internet data transmission, including without limitation personal information and payment information, is vulnerable to interception and forging. We will not be responsible for any damages you or any third party may suffer as a result of the transmission of confidential information that you make available to us through the Internet, or that you expressly or implicitly authorize us to make, or for any errors or any changes made to any transmitted information.
    3. In no event shall we be liable for damages of any kind, whether arising in contract (including breach of this Agreement), tort, negligence or under any other legal theory, arising out of or in connection with (i) your use, or inability to use or access the Website or App; including



without limitation any direct, indirect, special, incidental, consequential, exemplary or punitive damages, including but not limited to loss of revenue, loss of profit, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, business interruptions, lost opportunities and whether caused by tort (including negligence and strict liability), breach of contract or otherwise, even if foreseeable. The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

4. To the extent permitted by law, we are not responsible for: (i) the actions, inactions, errors, omissions, representations, warranties, breaches or negligence of any end user or for any personal injuries, death, property damage, or other damages of expenses resulting therefrom; (ii) indirect losses which means loss to you which is a side effect of the main loss or damage and where you and us could not have reasonably anticipated that type of loss arising at the time of entering into this Agreement; (iii) failure to provide us or to meet any of our obligations under this Agreement where such delay, cancellation or failure is due to events beyond our control (e.g., a network failure, internet delays, rerouting acts of any government or authority, acts of nature, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, weather, or road conditions and breakdowns); or (iv) if for any reason, all or any part of the Website, App or Service are unavailable at any time or for any period.
- **Disclaimer of Warranties.** The Website, App and Service are provided 'as is' and we make no representation or warranty or give any condition, either expressed, implied, statutory or otherwise, including any representation, warranty or condition that the Website, App or Service, their contents or any features will be accurate, safe, reliable, timely, secure, error-free or uninterrupted, that defects will be corrected, that the Website, App or Service are free of viruses or other harmful components or that they will otherwise meet your needs, requirements or expectations. Any statutory warranties are disclaimed to the maximum extent permitted by law and you hereby waive the benefit of any statutory warranties to the maximum extent permitted by law. For greater certainty, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, virus, or other technologically harmful material that may infect your computer equipment, mobile device, computer programs, data, or other proprietary material due to your use of the Website, App or Service. Your use of the Website, App or Service is at your own risk.
  - You agree to release PWTransit and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors from claims, demands and damages (actual and consequential) of every kind and nature directly or indirectly related to or arising from your use of the Website and/or App.
  - **Indemnity.** You shall indemnify, defend, and hold PWTransit (including its officers, directors, agents, and employees) harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, and/or judgments (collectively "**Claims**"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from PWTransit by reason of any Claim arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property caused by any act, error or omission, or misconduct by You; (b) violation of any law or regulation by You (including, without limitation, any privacy or personal information protection law or regulation); or (c) breach of any warranties or material terms of this Agreement by You.
  - PWTransit reserves the right to suspend or terminate your access to the Website, App or Service in consultation with the City of Edmonton. PWTransit will have no liability to you if we terminate or suspend your access to the Website, App or Service. If you wish to terminate your use of the Service, you may do so by uninstalling the App. Any personal information held about you on termination will be handled in accordance with our Privacy Policy.
  - **Third-Party Beneficiaries.** If you are accessing the Service through an application store provided by a third-party such as Google, Inc. or Apple, Inc., then such third-party provider shall be a third-party beneficiary to this Agreement. These third-party beneficiaries are not responsible for the provision or support of the Services in any manner. In addition, you must comply with the terms of service of any such third-party beneficiary.
  - If any dispute or controversy arises between the parties relating to the interpretation or implementation of any of the provisions of this Agreement, including the provisions of this Section, such dispute or controversy shall be resolved by arbitration pursuant to the provisions of this Section. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O.1991, c.17. It is further agreed that, subject to the limitations imposed by the *Arbitration Act, 1991*, such arbitration shall be a condition precedent to the commencement of any action at law other



than actions seeking only equitable relief. The decision of the arbitrator shall be final and binding on the parties and no appeal shall lie therefrom. All arbitrations in respect to this Agreement shall be conducted by a single arbitrator. The arbitrator shall be appointed as follows: a party desiring resolution of a dispute or controversy under this Agreement shall provide a notice of arbitration to the other party. Such notice of arbitration shall not be in any specific form, but shall contain a short summary of the dispute or controversy and the fact that the party providing the notice of arbitration desires arbitration. The arbitrator shall be appointed by the agreement of the parties. If after twenty (20) days from the sending of the notice of arbitration, the arbitrator has not been appointed by agreement of the parties, any party shall have the right to apply to a court of competent jurisdiction for the appointment of an arbitrator and all parties shall have the right to make submissions to such court. Subject to any limitations imposed by the arbitrator, all parties shall have the right to be present at the arbitration. Subject to the other provisions of this Section, the procedures to be followed shall be agreed by the parties or, in default of agreement, determined by the arbitrator. The arbitrator shall have the power to proceed with the arbitration and to deliver an award notwithstanding the default by any party in respect of any procedural order made by the arbitrator. Subject to a determination by the arbitrator, all notices and statements shall not be required to be in a specific form, but shall substantially comply with the requirements and intention of this Section. Subject to an award made by the arbitrator, all parties shall share the fees and expenses of the arbitrator equally. Any cause of action under this Agreement must commence by notice to the other party within one (1) year of the date of the incident that gave rise to such cause of action, otherwise, such cause of action is permanently barred.

- **General Terms.** This Agreement and your license to use the Website, App or Service shall not be assigned or transferred by you to anyone without consent of PWTransit. No failure or delay by PWTransit in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power or remedy. This Agreement is governed by the laws of the Province of Alberta, Canada and the courts of Alberta shall have exclusive jurisdiction to grant equitable relief pursuant to this Agreement. The parties are independent contractors. Neither party shall be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect. This Agreement and our Privacy Policy constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement. Sections dealing with intellectual property, limitation of liability, disclaimers, indemnification and dispute resolutions shall survive any termination or expiration of this Agreement. You may not assign this Agreement. We may assign this Agreement without restriction.