

DriverHer Terms of Use

1. Application of Terms

1.1. These Terms apply to your use of the DriveHer application, website and technology platform (together referred to as the "Driveher Platform", or the "Platform"). By accessing and using the Driveher Platform:

1.1.1. you agree to these Terms; and

1.1.2. where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.

1.2. If you do not agree to these Terms, you are not authorised to access and use the Driveher Platform, and you must immediately stop doing so.

2. Changes

2.1. We may change these Terms at any time by updating them on the Driveher Platform. Unless stated otherwise, any change takes effect immediately. If changes are made, we will at a minimum revise the "Last Updated" date in this Agreement. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Platform, you agree to be bound by the changed Terms.

2.2. We may change, suspend, discontinue, or restrict access to the Platform without notice or liability.

2.3. **These Terms were last updated on 01/05/2018.**

3. Definitions

3.1. In these Terms:

3.1.1. *Driveher Platform* or *Platform* means any network, system, software, data or material that underlies or is connected to the Driveher Platform

3.1.2. *including* and similar words do not imply any limit

3.1.3. *Loss* includes loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor and own client basis

3.1.4. *personal information* means information about an identifiable, living person

3.1.5. *Terms* means these terms and conditions titled *Driveher Terms of Use*

3.1.6. *Underlying System* means the DriveHer Platform

3.1.7. *User ID* means a unique name and/or password allocated to you to allow you to access certain parts of the DriveHer Platform

3.1.8. *We, us or our* means DriveHer Limited

3.1.9. *You* means you or, if clause 1.1.2 applies, both you and the other person on whose behalf you are acting.

4. Eligibility

4.1. The DriveHer Platform is only available to and may only be used by individuals who can form legally binding contracts. Without limiting the foregoing, the DriveHer Platform is not available to persons under the age of 18, or users who in accordance with these Terms have had their User account deactivated, whether temporarily or permanently. By making a User account, you represent that you are at least 18 years of age and have right and capacity to agree and enter into the terms and conditions of this Agreement.

5. User Accounts and Representations

5.1. Individuals with Driver User accounts must, in addition to the above, **legally identify as female**. Individuals with Rider User accounts may be of any gender, however have access to different services as provided further in this agreement. Further, by providing services as a Driver on the DriveHer Platform, you represent warrant and agree that:

5.1.1. You possess a valid full drivers license and are authorized and medically able to operate a motor vehicle and have all appropriate licenses and authority to provide transportation to passengers in New Zealand

5.1.2. You own or have the legal right to use, the vehicle you use when providing Services, and such vehicle is in good operating condition meeting the industry safety standards and all applicable statutory motor vehicle requirements for that particular vehicle.

5.1.3. You will only provide Services on the DriveHer Platform using the vehicle that you have reported to us, and you will not transport more passengers that can securely be seated in such vehicle.

5.1.4. You have a valid policy of liability insurance that names you for the operation of the vehicle you use to provide Services

5.1.5. In the event of a motor vehicle accident you will be solely responsible for compliance with any applicable statutory requirements, and for reporting the incident to DriveHer and your insurer promptly.

5.1.6. You will be solely responsible for any and all liability that results from or is alleged as a result of your providing of Services, including but not limited to personal injury, death and property damages

5.1.7. You will comply with all applicable laws and regulations while providing Services, and are solely responsible for any such violations.

5.1.8. You will not make any misrepresentation regarding DriveHer, the services you provide or your status as a Driver, or while providing Services operate as a public taxi service, accept street hails, charge for rides beyond that expressly provided in this Agreement, or engage in any activity that is inconsistent with your obligations under this Agreement.

5.1.9. Any breach of the above terms is, at our discretion, grounds for the suspension or deactivation of your account, withholding of applicable Ride Fees, or of a fee of a sort detailed further in this agreement.

5.2. To obtain a female Rider account, you must **legally identify as female**. We reserve the right (but are not obligated) to request confirmation of identity should we suspect fraud or misrepresentation on the part of the User.

5.3. For clarity, DriveHer is a trans and gender-fluid friendly service. We reserve the right (but are not by any means obligated) to use our discretion with regard to this objective in applying any penalties or fees regarding identification issues.

5.4. Male Users can access the DriveHer Platform, may request transportation services for themselves (with an accompanying female) or for other Users. Male Users may ride with female Users, however may not ride alone (without an accompanying female rider) at any time during the service. Male Users cannot at any point during the service ride in the front seat next to the Driver.

5.5. Users may not authorize non-dependent third parties to use your Account. You may not transfer your Account to any other person or entity. You may only use the Service to arrange transport for passengers who are: adult females, adult males who are travelling with adult females and have provided the necessary notification to the Driver, unaccompanied female dependents of the Account holder under the age of 18, and unaccompanied male dependents of the Account holder under the age of 18 riding with other female passengers who have provided the necessary notification to the Driver. You must not invite or allow any person outside these categories to be a passenger. **If there is no adult passenger, the passenger and driver must have your phone number and you must be contactable during the entire duration of the service.**

6. Obligations

6.1. You must provide true, correct, current and complete information in your dealings with us (including when setting up an account), and must promptly update that information as required so that the information remains true, current and complete. This includes any documentation and images you supply to us, such as your driver's licence, the registration and warrant of fitness for the car you will be using to drive.

6.2. If you are given a User ID, you must keep your User ID secure and:

6.2.1. not permit any other person to use your User ID, including not disclosing or providing it to any other person; and

6.2.2. immediately notify us if you become aware of any disclosure or unauthorised use of your User ID, by sending an email to **support@driveher.co.nz**

6.3. You must not:

6.3.1. Impersonate any person or entity;

6.3.2. Stalk or threaten any person, or carry any weapons;

6.3.3. Violate any law, statute, bylaw or regulation;

6.3.4. Post information or interact with the DriveHer platform in a false, in accurate, misleading (directly or by omission), defamatory, abusive, offensive, sexually oriented, threatening, or illegal;

6.3.5. Sell or transfer your User Account, password and/or identification to any other party;

6.3.6. Rent, lease, lend, sell, redistribute or license the DriveHer Platform or access to any part of the DriveHer Platform;

6.3.7. Link directly or indirectly to other websites in any way;

6.3.8. act in a way, or use or introduce anything (including any virus, worm, Trojan horse, timebomb, keystroke logger, spyware or other similar feature) that in any way compromises, or may compromise, the Platform, or otherwise attempt to damage or interfere with the Platform; and

6.3.9. unless with our agreement, access the Platform by any other method other than via standard applications or browsers only. Other methods include scraping, deep-linking, harvesting, data mining, use of a robot or spider, automation, or any similar data gathering, extraction or monitoring method; or

6.3.10. Cause any third party to engage in any of these activities above.

6.3.11. We reserve the right, (but are not obligated) to deactivate your User Account if you fail to comply with these obligations.

6.4. You must obtain our written permission to establish any link to our Platform. If you wish to do so, email your request to **support@driveher.co.nz**

6.5. You indemnify us against all Loss we suffer or incur as a direct or indirect result of your failure to comply with these Terms, including any failure of a person who accesses and uses our Platform by using your User ID.

7. Intellectual Property

7.1. We (and our licensors) own all proprietary and intellectual property rights in the Platform (including all information, data, text, graphics, artwork, photographs, logos, icons, sound recordings, videos and *look and feel*), and the Underlying Systems.

8. Disclaimers

8.1. To the extent permitted by law, we and our licensors have no liability or responsibility to you or any other person for any Loss in connection with:

8.1.1. the Platform being unavailable (in whole or in part) or performing slowly;

8.1.2. any error in, or omission from, any information made available through the Platform;

8.1.3. any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use the Platform. To avoid doubt, you are responsible for ensuring the process by which you access and use the Platform protects you from this; and

8.1.4. any site or system linked from the platform. Any link on the Platform to other sites does not imply any endorsement, approval or recommendation of, or responsibility for, those sites or their contents, operations, products or operators.

8.2. We make no representation or warranty that the Platform is appropriate or available for use in all countries or that the content satisfies the laws of all countries. You are responsible for ensuring that your access to and use of the Platform is not illegal or prohibited, and for your own compliance with applicable local laws.

8.3. We cannot guarantee that each Rider is who they claim to be. Users are required to use their discretion when using the DriverHer Platform, such as looking at the photos of the Driver or Rider to ensure it is the same individual you see in person. We do not accept responsibility of liability for any content, communication or other use or access of the DriveHer Platform by persons under the age of 18 in violation of this agreement.

8.4. We are not responsible for either online or offline conduct of any User of the DriveHer Platform. We do not provide insurance nor are we responsible for personal belongings left behind by either Drivers or Riders. By using the DriveHer Platform you agree and accept that we are not responsible for such risks and the acts or omissions of other Users.

8.5. Location Data provided by the DriveHer is for basic use only and is not intended to be relied upon in situations where precise information is needed, for example where erroneous or incomplete location data carries risk of death, personal injury or property damage.

9. Liability

9.1. To the maximum extent permitted by law:

9.1.1. you access and use the DriveHer Platform at your own risk; and

9.1.2. we are not liable or responsible to you or any other person for any Loss under or in connection with these Terms, the DriveHer Platform, or your access and use of (or inability to access or use) the Platform. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.

9.1.3. You will indemnify and hold us and our affiliates harmless from any claims, actions, losses or expenses relating to or arising out of your use of the DriveHer Platform, including any breach of this Agreement, any violation of any law or rights of a third party by yourself including Drivers, Riders, other motorists, and others, any allegations of copyright or trademark infringement of any materials you submit to us or transmit through the DriveHer platform.

9.2. Except to the extent permitted by law, nothing in these Terms has the effect of contracting out of the New Zealand Consumer Guarantees Act 1993 or any other consumer protection law that cannot be excluded. To the extent our liability cannot be excluded but can be limited, our liability is limited to NZD100.

9.3. To the maximum extent permitted by law and only to the extent clauses 9.1 and 9.2 of these Terms do not apply, our total liability to you under or in connection with these Terms, or in connection with the Platform, or your access and use of (or inability to access or use) the Platform, must not exceed NZD100.

10. Suspension and Termination

10.1. Without prejudice to any other right or remedy available to us, if we consider that you have breached these Terms, or we otherwise consider it appropriate, we may immediately, and without notice, suspend or terminate your access to the Platform (or any part of it).

10.2. On suspension or termination, you must immediately cease using the Platform and must not attempt to gain further access.

11. General

11.1. If we need to contact you, we may do so by email or by posting a notice on the Platform. You agree that this satisfies all legal requirements in relation to written communications.

11.2. These Terms, and any dispute relating to these Terms or the DriveHer Platform, are governed by and must be interpreted in accordance with the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with these Terms or the Platform.

11.3. For us to waive a right under these Terms, the waiver must be in writing.

11.4. Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 6.5, 7, 8, 9, 11.1, continue in force.

11.5. If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.

11.6. These Terms set out everything agreed by the parties relating to your use of the DriveHer Platform and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms. The parties have not relied on any representation, warranty or agreement relating to the Platform that is not expressly set out in the Terms, and no such representation, warranty or agreement has any effect from the date you agreed to these Terms.

12. Agreement to Arbitrate

12.1. You and We agree that any legal dispute or claim arising from or related to this Agreement, including the interpretation, validity, and enforceability of the Agreement, that cannot be resolved informally shall be submitted to binding arbitration. Any judgment on the award rendered by the arbitrator may be entered in any court with relevant jurisdiction. Claims must be brought within the limitation periods required under applicable law. You and We agree that any such claim arising from or related to this Agreement must be brought on an individual capacity, and not as a plaintiff or class member in any purported class or collective.

13. Payments and Fees

13.1. As a Rider, you agree that any amount charged following a ride (Charge) are mandatory and are due immediately at completion of the ride. These Charges include Ride Fees, and any applicable fees, tolls surcharges and taxes as required, including airport fees. We have the reserve the right to determine or modify pricing by posting applicable Charges to our website. Charges may vary, and you are responsible for reviewing the applicable Charges and for all Charges incurred under your User Account regardless of your awareness of the Charges or the amounts thereof.

13.2. Ride Fees are made up of a base price and incremental charges based on the duration and distance of your ride. Minimum Ride Fees may apply.

13.3. Cancellation Fees may apply in the event that you cancel a ride request more than 2 minutes after such a request is made. Further Cancellation Fees may also apply if you make frequent or repeated cancellations, or do not show up for your ride within a reasonable timeframe. We may also apply a Cancellation Fee if we suspect you have intentionally cancelled a ride for the purposes of disrupting the DriveHer Platform.

13.4. If a Driver reports that a Rider has materially damaged the Driver's vehicle, the User may be charged a Damage Fee of up to \$250. The amount payable is determined solely at DriveHer's discretion based on the extent of the damage. We reserve the right (but are not obligated) to request documentation of damage prior to processing a Damage Fee.

13.5.Both Riders and Drivers may be liable to Misrepresentation Fees of up to \$250 if we suspect that you have misrepresented your identity. We at all times reserve the right (but are not obligated) to require verification of identity should we suspect misrepresentation or fraudulent behaviour.

13.6.We may at our discretion make promotions available to any of our actual or prospective Users These promotions unless made to you directly shall have no bearing whatsoever on your relationship with DriveHer.

13.7.All Charges are non-refundable, and are assessed immediately following completion of the ride. Notwithstanding the above, DriverHer reserves the right (but is not obligated) to provide refunds where we decide in our sole discretion to do so. The no-refund policy shall apply at all times regardless of any disruption to the DriveHer platform, or for any reason whatsoever.

13.8.All DriveHer Charges are facilitated through the third-party payment processing service PayPal. Charges shall only be made through the DriveHer Platform, and cash payments are strictly prohibited and may constitute a serious breach of this Agreement.

14. Communications from DriveHer

14.1.By creating a User Account, you expressly consent to accept and receive communications from us, including but not limited to email, text, calls, and push notifications to the number provided to us. By doing so you understand that you may receive prerecorded measures sent by or on behalf of DriveHer, with regard to topics including but not limited to: issues arising concerning your User Account or use of the DriveHer Platform, concerning updates of new or existing features on the DriveHer Platform, promotions run by us, and news concerning DriveHer and industry developments. You retain the right to opt out of promotional communications, which you can do so through use of the un-subscribe options provided.

15. Data Collection and Use

15.1.We may collect 'personal information' (information that can be used to contact you directly without use of the DriveHer Platform such as your full name, postal address, phone number, email address) or 'demographic information' (information you submit or that we collect that is not personal information, which may include but is not limited to gender, username, age or date of birth, and browsing history information). This information is used to operate the DriveHer Platform and to provide Users with information about services or promotions that may be of interest to them.

15.2.We may also collect technical information whenever you log on to, or visit the public version of, our Platform. This may include information about the way users arrive at, and interact with our Platform. We may collect this type of technical information through the use of *cookies* and other means. *Cookies* are alphanumeric identifiers that we transfer to your computer's hard drive to enable our systems to recognise your browser. If you want to

disable *cookies*, you may do so by changing the settings on your browser. However, if you do so, you may not be able to use all of the functions on the Platform. We use the technical information we collect to have a better understanding of the way people use our Platform, to improve the way it works and to personalise it to be more relevant and useful to your particular needs. We may also use this information to assist in making any advertising we display on the Platform more personalised and applicable to your interests.

- 15.3. We use your personal information, such as your email address, to help us operate the DriveHer Platform, and to contact you in connection with your transactions and activities on the DriveHer Platform, including but not limited to confirmation emails, to forward trip information to you from other Users, and to suggest potential ride matches. We use your contact information to find and connect with your friends to operate our 'linked accounts' feature. In some cases, these measures may also contain commercial messages such as banner ads and special offers.
- 15.4. We may only share your personal information with our agents, representatives and service providers so they can provide support services in operation of the DriveHer Platform. We do not allow these entities to use your information for any other purpose. Any third party with whom we are allowed to share your personal information is authorized to use such information in accordance with the contractual arrangements we have with the third party, and in accordance with their own privacy policies, over which we have no control, and you agree that we are not responsible or liable for any of their actions or omissions.
- 15.5. We may use demographic information to enable other users to search your profile, and to determine whether your trip details fit other Users requirements, and to communicate with you. We may also use demographic information to tailor communications to Users and their interests. We may also share demographic information with advertisers on an aggregated and anonymous basis. However if you respond to an advertisement, and choose to give that advertiser your personal information, the advertiser may then be able to identify you as being a member of that demographic group.
- 15.6. Both personal and demographic data may be passed to a third party in the event of a transfer of ownership, or a bankruptcy. We may also disclose personal information whether we deem that such disclosure is necessary to comply with our legal requirements, to cooperate with law enforcement or to protect the safety of DriveHer Users. Where personal information is disclosed, we may also disclose your demographic information on a non-anonymous basis.
- 15.7. When you provide personal information to us, we will comply with the New Zealand Privacy Act 1993.
- 15.8. We provide Users the opportunity to opt-out of receiving communications from us at the time we request information about the User. We give Users the ability to remove their information from our database, and to not receive future communications or our services. You have the right to request access to and correction of any of the personal information we hold about you. If you would like to exercise these rights, please email us at support@driveher.co.nz