**APPYMOTOR DRIVERS AND PASSENGERS.**

This Terms of Use presents the “General Conditions” applicable to the use of services offered by AppyMotor, either through the site www.appymotor.com, application software for mobile phone handset (app) or phone (in addition to the “Website” ). The user certifies that he agrees to all terms set forth by AppyMotor to access and request services. If you do not agree with the terms and conditions of use of the system and the privacy policy of AppyMotor or not willing to be associated to it, do not install the app, delete it and do not make any use of it and website.

1. **TERMS:**
(I) “Driver (s)”: User must register as drivers on the Website and that is accepted by AppyMotor to participate in the project;

(Ii) “Passenger (s)” means any User who signs up and registers as passengers on the Website;

(Iii) “Services” means the passenger transport services through the vehicle provided by the drivers to the Passengers.

(Iv) “User”: Drivers and Passengers.

2. **WHAT IS THE WEBSITE?**a) The AppyMotor Website consists in a specialize service with the purpose to optimize the service request, however without creating any employee relationship with the Driver, meaning that AppyMotor should be considered only as a service provider with the purpose of scheduling. Through the system, AppyMotor allows, totally free of charge, the PASSENGERS to sign up and locate the nearest DRIVER to request their services in a more efficient way than the conventional existing methods. The DRIVER, by his means, can register on the Website through the “Driver” section, pending an evaluation from AppyMotor and the necessary documentation when signing up to participate in the project. The DRIVER will pay a flat fee per completed rides using the Website. The driver will pay a one-time registration fee. Also a weekly subscription fee will be paid by the Driver. This is subjected to review by “AppyMotor”.

3. **REGISTRATION AND USE OF THE SYSTEM**
a) When registering, the User agrees to provide accurate information, complete and updated as requested on the form filled, being AppyMotor not obliged to supervise or control the accuracy of the information.

b) Only those individuals who have full legal capacity are allowed to participate in the project. People who do not enjoy this capability, among them under aged, should be assisted by their legal representative.

c) The DRIVER agrees that by registering he will be scrutinized to be accepted by AppyMotor who may refuse or cancel his user account at any time, whether by complaints or by internal policy.

d)AppyMotor further reserves the right to use all legal means possible and to identify its users, as well as to request, at any time, additional data and documents it considers appropriate in order to verify personal data informed by the user.

e) The AppyMotor is not liable for any damage resulting from the disclosure of the password to third parties. You shall be solely responsible for this.

f) You may not transfer in any way, the user’s registration to a third party.

4. **LIMITATION OF LIABILITY**– Relationship Driver Passenger:
a) AppyMotor does not provide transportation services by the use of any vehicle, serving only as an intermediary in order to optimize the scheduling service for the service. Thus, by accepting the provision of services by the DRIVER, the PASSENGER acknowledges that AppyMotor has no direct association with the DRIVER; it just facilitates contact between driver and passenger. The user acknowledges and agrees that AppyMotor is not liable for any act or omissions committed by any user, whether by robbery, commitment break as a result of any act, discussions, and others including the effective fulfillment of the obligations assumed by the users and loss not being for tax purposes. The user acknowledges and agrees that, by registering and accepting the policy of the service, do so at his total means and exclusive risk. AppyMotor recommends that every transaction is done with good sense.

– From availability and inconsistency in the system:
b) AppyMotor does not guarantee that the system will be available without any interruption and that it will always be error-free, and therefore, shall not be liable for damages caused to users.

c) You agree that AppyMotor is also not responsible for any damages or losses caused to your computer as a result of using the Website.

d) AppyMotor is not liable for any error or inconsistency of information with other independent systems, specializing in the service provision for GPS, radar and similar.

– Compensation for damages:
e) User agrees to indemnify and hold harmless AppyMotor and its representatives from any claims, suits, losses, liabilities, damages and expenses, including reasonable attorneys’ fees and court costs for the damage they cause.

5. **OBLIGATIONS, LIABILITIES AND RISKS OF PASSENGERS.**
a) The PASSENGER certifies that he uses the service for their own free will and untrammeled choice and recognizes and accepts as its responsibility and risk for using the Website.

– The acceptance and refusal and cancellation of services:
b) the acceptance and denial of the service may occur at first by DRIVER, who can accept or deny the service when receiving a notification for a ride. PASSENGER may cancel the contract for any reason. Both recognize that AppyMotor is not liable for any delays, cancellations, failure to cancel the contract and miscommunication between passenger and driver, nor for any delay or failure in the delivery of services from the DRIVER.

– The information and risks of the service:
c) The PASSENGER acknowledges and declares that understands and is aware of all the risks involved in the use of the Website and contracting services, pledging to reasonably take care as expected of someone who chooses a taxi to transport himself.

d) The PASSENGER acknowledges and agrees that AppyMotor performs no DRIVER selection, simply registering on their website to participate does not vouch for its suitability, legally, physically or mental health to provide the Services. The PASSENGER acknowledges that the data provided from the DRIVER, such as: (i) vehicle model, (ii) plate of the vehicle, (iii) full name, (iv)profile picture, among others, were provided by the DRIVER himself. By accepting the Services, the PASSENGER acknowledges that AppyMotor has no involvement in the contractual relationship between driver and passenger.

6. **EVALUATION OF USERS**a) it is a choice for the PASSENGER to evaluate the DRIVERS who transported them, assigning scores or commenting their service. Evaluations shall be for the exclusive use of AppyMotor in order to better serve the PASSENGER, and may even block the DRIVER in case of several complaints. AppyMotor reserves the right to use the evaluations to improve the service, whether for internal or external usage.

7. **PRIVACY POLICY**
a) AppyMotor will collect, store and may transmit or make available to any third party data and information provided by the PASSENGER upon the registration on the Website, not limited to the location, full name, last name, your profile photo, phone and for DRIVER, besides the previously mentioned, the registration number and grantee or auxiliary data of your vehicle, such as make, model, color and plate, among others.

b) AppyMotor implements appropriate security measures to safeguard and help prevent unauthorized access, change, unauthorized disclosure or removal without permission of any information collected.

c) Whenever the PASSENGER conducts financial transactions on the Website, AppyMotor will collect all relevant information and may disclose it for specific system usage purposes. The user now authorizes AppyMotor to communicate to the outsourcing payment service providers, if the user engages (or that AppyMotor believe he was involved) in any activity that is illegal, which violates the rights of any person or lead to suspension or termination of the use of the system.

d) AppyMotor shall not be liable for any loss of user data, including resulting from acts of God, force majeure, that occurred because of the invasions to the Website and security breach by unauthorized third parties.

8. **SANCTIONS**a) The WebCabs may notify, suspend or terminate, temporarily or permanently, the account of any user at any time, and take legal actions if: (i) violates any of the representations, warranties and obligations contained in these Terms of Use any policies or rules and adjacent to it, (ii) deceptive or fraudulent practices, or (iii) AppyMotor concludes, in its sole discretion, that the activities and attitudes have caused or may cause harm to others or the AppyMotor in its own. The user shall not be entitled to any indemnity or compensation for the cancellation or suspension of your account on the system.

9. **LICENSE**a) AppyMotor grants to the User a limited, personal, nonexclusive, nontransferable, non-commercial and fully revocable license to use the Website on his mobile or computer, in conformance and agreement of the terms contained in this Agreement. AppyMotor reserves all rights to the Website not expressly granted here.

b) The AppyMotor is not liable for any damage suffered by the User who has copied, transferred, distributed or used any Website protected content, violating the rights of others.

10. **GENERAL CONDITIONS**
a) This Term of Use does not generate any partnership agreement, in office, franchise or employment relationship between the user and the AppyMotor.

b) This Term of Use may be changed by AppyMotor anytime. The changes will come into force automatically on the date of the publication of the new version on the Website.

c) These Terms of Use shall be governed by and interpreted in accordance with the laws of each country and any disputes arising from this disclaimer which cannot be resolved by the parties, shall be submitted to the jurisdiction of the each determined city.

d) By registering as a driver or passenger in the system and electronically accepting this Term, by clicking the “I accept the terms of use”, the User declares automatically and unconditionally to comply with these Terms and all other policies and rules available in the system.

11. **USE OF THE SERVICE**
Only registered users may use AppyMotor to call for a service. By registering to use the service, you agree to:

a) Provide truthful and up to date information during the registration process, and shall only use the service in good faith, without breaking any laws in the country where the taxi is requested.

b) Never abuse the service by requesting a service without the intention of using it. If a problem arises during the use of the service, users shall, in good faith, attempt to solve the problem with the help of the driver and AppyMotor customer service.

c) Never use the service in a way that causes damage to AppyMotor or one of its partners.

12**. PAYMENT AND THE IN-APP PAYMENT FUNCTION**Users understand and agree that payment must be provided to the taxi driver regardless of any malfunction of the mobile application.

In particular, when using the in-app payment functionality, or AppyMotor Pay, users accept that there might be circumstances beyond AppyMotor control that might cause a credit card to be rejected, and that, in such circumstances, the user must reach an alternative payment method with the Driver.

Payments made through AppyMotor are collected and processed by one of the three companies below, depending on geography:

13. **LIMITS OF LIABILITY**Users accept that AppyMotor acts solely as a scheduling/matching service between its users and taxi drivers, and that it is not responsible for any issues that arise during the taxi ride, such as accidents, delays, or car discomfort.

AppyMotor, on the other hand, commits to provide a thorough screening service so that only taxi drivers in good, legal standing in their cities/countries shall take part on the service.

14. **INTELLECTUAL PROPERTY**Use of the service does not transmit any intellectual property rights between AppyMotor and its users. Users agree not to steal and/or publish, without AppyMotor explicit consent, any material, screens or artwork presented by the application during the use of the service.

15. **TERMINATION**AppyMotor reserves the right to block any user on its platform should it suspect said user is attempting to abuse the platform or mislead drivers, AppyMotor employees, partners or other users through the platform. These actions include, but are not limited to: using stolen credit cards, requesting service without the intention to use them, not paying for the service and constantly cancelling requests before the service arrives.

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