

## **Terms and Conditions of Use**

Last Updated: 08/05/2017

Welcome to the Yugo Technologies website.

At Yugo Technologies ("Yugo"), we offer certain tools for connecting drivers and riders for the purpose of long-distance carpooling using Yugo (<https://RideYugo.com>) as well as the sale of other related services and products.

We provide services to you subject to the following notices, terms, and conditions (the "Terms").

Please read these terms carefully. These terms, as modified or amended from time to time, are a binding contract between Yugo ("we" and/or "us", etc) and you ("you").

You may only use the website(s) operated by Yugo if you first accept these terms.

In addition, when you use any current or future Yugo service or visit or purchase from any business affiliated with Yugo, whether or not included in the website, you also will be subject to the guidelines and conditions applicable to such service or business. If these terms are inconsistent with Yugo's terms, such terms will prevail. The term "Website" herein includes Yugo's mobile app.

If you create an account on the Website, you are responsible for maintaining the security of your account and data, and you are fully responsible for all activities that occur under the account. You must immediately notify Yugo of any unauthorized uses of your data, your account or any other breaches of security. You may not use the account, username, or password of another user at any time or disclosing your password to any third party or permitting any third party to access your account;

## **PRIVACY POLICY INCORPORATED HEREIN**

Yugo values your privacy and will adhere to its Privacy Policy in order to ensure that your experience is a pleasant one. Please read our Privacy Policy, which is incorporated into the herein Terms. We reserve the right to contact you in connection with your compliance or Yugo's compliance with and performance of these Terms (including without limitation the license rights granted hereunder) or any Content or activities relating to the Website. You acknowledge that Yugo may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is

reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Yugo, Website users, and the public.

#### ORDERING OF SERVICES; CONDUCT OF SERVICES

If you choose to order a product or service through the Website we will make best efforts to provide that service or product to the best of our ability. For example, we provide tools to find riders and drivers for the purpose of inter-city carpooling. However, we make no warranty with regards to your satisfaction with any service or product in general. You will receive access to ride postings created by others, which access can be revoked at our discretion. Prices for services where applicable will be listed on the Website and may change from time to time.

#### PRODUCT AND SERVICE SPECIFICATIONS; PRICING; TYPOGRAPHICAL ERRORS

Rides must be posted at least 60 minutes before the intended departure time. While we promise to do our best to ensure the accuracy of the information on the Website, Yugo does not warrant that product and/or service specifications, pricing, or other content on the Website is complete, accurate, or error-free. We do not fact-check or verify accuracy of ride postings. In the event of any errors relating to the pricing or specifications of any product, Yugo shall have the right to refuse or cancel any orders in its sole discretion. If your credit card is charged prior to cancellation, Yugo will issue a credit to your account in the amount of the charge.

#### CUSTOMER SUPPORT

You may contact Yugo Customer Services by sending an email to [braden@rideyugo.com](mailto:braden@rideyugo.com). You acknowledge that the provision of customer support is at Yugo's sole discretion, and that Yugo shall have no obligation to provide you with customer support of any kind. We may provide you with customer support from time to time, at our sole discretion, and the provision of some level of support is no guarantee of future support.

#### NOTICE RE NAMES AND TRADEMARKS

You may not use the name "Yugo" or any other names or Trademarks listed on the Website or in any Website content. All rights are reserved.

#### NOTICE RE COPYRIGHT OWNERSHIP: © YUGO TECHNOLOGIES

All rights reserved. All content on the Website is subject to intellectual property rights, contractual rights or other protections. The intellectual property rights are

owned by Yugo or its licensors. No content may be copied, distributed, republished, uploaded, posted or transmitted in any way except as provided expressly in the Terms or with the prior express written consent of Yugo. Modification or use of the materials for any other purpose may violate intellectual property rights. Yugo maintains the worldwide, exclusive copyright on all content created by you, by Yugo, or by its associates, including but not limited to ride post details, which may be leased or sold by Yugo without your permission, without limitation.

## MINIMUM AGE REQUIREMENT

The Website is intended for use by persons who are at least 18 years old, or the legal age required to form a binding contract in your jurisdiction if that age is greater than 18. By using the Website, you represent and warrant that you are at least 18 years old and of legal age to form a binding contract. If you are under 18, you may use the Website only with the permission and involvement of a parent or guardian.

## DEALINGS WITH MERCHANTS; LINKS

The Website may contain advertisements, offers, or other links to other websites and resources of third parties that are not controlled by Yugo. That information, as well as advertisements, may or may not be or remain wholly accurate. You may be encouraged to share your ride posting on third-party websites or apps, such as Yugo. You acknowledge and agree that Yugo is not responsible or liable for (i) the availability or accuracy of such sites or resources; or (ii) the content, advertising, or products or services on or available from such sites or resources. The inclusion of any link on the Website does not imply that the linked site is endorsed by Yugo. You use the links at your own risk. Yugo's Privacy Policy is applicable only when you are on its Website.

Your correspondence or business dealings with, or participation in promotions of, third party merchants or advertisers that are found on or through the Website or which provide links on the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such merchant or advertiser. You waive any claim against Yugo and agree to hold Yugo harmless from any loss or damage of any kind incurred as the result of any such dealings or as the result of the presence of such merchants or advertisers on the Website.

## ELECTRONIC COMMUNICATIONS

You agree to electronic communication for all of your transactions and communication with Yugo and the Website. You agree that all postings,

notices, disclosures, or other communications that we provide to you electronically satisfy any legal requirements that such communications be in writing.

#### NOTICES AND CONTACT INFORMATION; COPYRIGHT COMPLAINTS

Except as otherwise provided in these Terms, Yugo will give you any notices by posting them on the Website, and you agree that such posting will constitute effective notice. You authorize Yugo to send notices (including without limitation notice of subpoenas or other legal process, if any) via electronic mail as well if Yugo decides, in its sole discretion, to do so. You agree to keep your address current and that notice provided by Yugo to the address that you have most recently provided will constitute effective notice. Yugo's address for Legal Notices is:

Kleiman Law  
Jonathan Kleiman  
1235 Bay Street, Suite 700  
Toronto, Ontario, M5R 3K4

Yugo respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Yugo with written notice.

#### MODIFICATIONS TO TERMS AND WEBSITE

You agree that from time to time we may, at our sole discretion, modify, add or remove any or all parts of these Terms and the Privacy Policy. Such modifications will be effective immediately upon posting of the modified Terms to the Website. Your continued use of the Website following the posting of changes to these Terms will mean that you accept those changes. We reserve the right from time to time to temporarily or permanently modify or discontinue, and restrict or block access to, the Website (or any part thereof) without notice.

#### PROHIBITED CONDUCT

You agree not to do, or attempt to do, any of the following, subject to applicable law: (a) alter information on or obtained from the Website unless through tools provided on the Website by us; (b) tamper with postings, registration information, profiles, submissions or Content of other users; (c) use any robot, spider, scraper or other automated means or interface not provided by us to access the Website or extract data or gather or use information, such as email addresses, available from the Website or transmit any unsolicited advertising, "junk mail," "spam," or "chain letters"; (d) frame any part of the Website, or link to the Website, or otherwise make it look like you have a relationship to us or that we have endorsed you or your Content for any purpose except as expressly permitted in writing by Yugo;

(e) impersonate or misrepresent your affiliation with any person or entity; (f) bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Website (except as otherwise expressly permitted by law); (g) take any action which might impose a significant burden (as determined by us) on the Website's infrastructure or performance, or send to or otherwise impact us or the Website (or anything or anyone else) with harmful, illegal, deceptive or disruptive code such as a virus, "spyware," "adware" or other code that could adversely impact the Website or any recipient; (h) willfully enter wrong ride posting information; (i) post content created by anybody other than yourself.

Furthermore, prohibited content includes anything that:

- is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any class or individual;
- harasses or advocates harassment of another person;
- exploits people in a sexual or violent manner;
- contains anything sexually suggestive, excessive violence, or offensive subject matter;
- solicits personal information from anyone under 18;
- publicly posts information that poses or creates a privacy or security risk to any person;
- includes information about another person that you have posted without that person's consent;
- violates the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person.
- constitutes or promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- constitutes or promotes an illegal or unauthorized copy of another person's copyrighted work;
- solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, or "spamming";
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- involves commercial activities and/or sales without prior written consent from Yugo such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- impersonates or attempts to impersonate another user, person or entity.

## MONITORING OF SITE CONTENT

We may review your usage and content postings at any time, and we may reject any form of usage at our unfettered discretion. You may appeal the decision and may email [braden@RideYugo.com](mailto:braden@RideYugo.com) with both the details of the usage that was declined, and the reason why you think it should have been allowed. Appeals are handled at the full discretion of Yugo and there is no further appeal. We are under no obligation to restrict or monitor Website Content in any way. You understand and acknowledge that Yugo does not regularly monitor the accuracy or reliability of content and that use of the Website is at your own risk. Notwithstanding the foregoing, we reserve the right to modify or remove any Content at any time. Any opinions, advice, statements, services, offers, or other information or Content expressed or made available by third parties, including other users, are those of the respective author(s) or distributor(s) and not of Yugo. Yugo neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information, or statement made on these Website by anyone other than authorized Yugo employees acting in their official capacities.

#### PROTECTION OF SITE CONTENT

Our Website is protected by Canadian, U.S. and international intellectual property laws, which you agree to respect. All content on the Website, including but not limited to text, logos, icons, images, graphics, audio clips, compilations, and downloads, as well as the collection, arrangement, and assembly of such content, is the exclusive property of Yugo or its content suppliers. All software used on the Website is the property of Yugo or its software suppliers.

#### TERMINATION OR CANCELLATION

You agree that we may, at any time and at our sole discretion, with or without cause or any notice to you, terminate these Terms, your access to the Website, and/or your Account, or suspend or block your access to the Website. You will still be liable for any breaches of these Terms and/or obligations incurred before the Terms end. If you use the Website after termination of these Terms, that use will constitute your agreement to the Terms then posted on the Website. Yugo may continue to use electronic or printed materials it has created, or has developed specific plans to create, that contain such Content according to the terms contained above with respect to removal or modification of Content previously posted on the Website.

The provisions entitled "Notice Re Copyright Ownership " "Indemnification," "Disclaimer of Warranties," "Exclusion Of Damages; Limitation Of Liability," "Additional Terms" and the Privacy Policy will survive termination of these Terms.

#### INDEMNIFICATION

As a condition of your access to and use of the Website, you agree to hold Yugo, and its subsidiaries, affiliates, officers, directors, employees, agents, attorneys, and suppliers, and each of their respective successors and assigns, harmless from, and indemnify them for, all damages, costs, expenses and other liabilities, including but not limited to attorneys' fees and expenses, relating to any claim arising out of or related to: (i) your access to and use of the Website and the content therein; (ii) your violation of these Terms (including terms incorporated into them, e.g., the Privacy Policy), and any applicable law or the rights of another person or party; (iii) any dispute you have or claim to have with one or more users of the Website; (iv) Yugo's resolution (if any) of any dispute you have or claim to have with one or more users of the Website; (v) your improper authorization for Yugo to collect, use or disclose any data or Content provided by you; and (vi) any disclosures made with your permission (including, without limitation, your consent that Yugo disclose your personal information and other information collected as set forth in our Privacy Policy). Furthermore, you fully understand and agree that: (a) Yugo will have the right but not the obligation to resolve disputes between users relating to the Website and Yugo's resolution of a particular dispute does not create an obligation to resolve any other dispute; and (b) Yugo's resolution of a dispute will be final with respect to the Website.

#### PROCEDURE FOR CLAIMS OF COPYRIGHT INFRINGEMENT

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Yugo with the following information:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b. A description of the copyrighted work that you claim has been infringed upon;
- c. A description of where the material that you claim is infringing is located on the site;
- d. Your address, telephone number, and e-mail address;
- e. A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Yugo's Copyright Agent for notice of claims of copyright infringement on its site can be reached as follows:

Kleiman Law  
Jonathan Kleiman

1235 Bay Street, Suite 700  
Toronto, Ontario, M5R 3K4

#### DISCLAIMER OF WARRANTIES

THE WEBSITE MAY CONTAIN ADVICE, OPINIONS, INFORMATION, INSTRUCTIONS AND STATEMENTS FROM YUGO, ITS USERS AND OTHER CONTENT AND INFORMATION PROVIDERS. THIS CONTENT IS INTENDED TO BE USED FOR ENTERTAINMENT PURPOSES ONLY. YOU USE THE WEBSITE AND CONTENT AT YOUR OWN RISK. THE WEBSITE IS PROVIDED BY YUGO ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YUGO MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE OR THE INFORMATION OR CONTENT INCLUDED ON THE WEBSITE. YUGO MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, SECURE, OR TIMELY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YUGO EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND THOSE ARISING FROM A COURSE OF DEALING, TRADE, USAGE OR PERFORMANCE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, AND THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### EXCLUSION OF DAMAGES; LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT NEITHER YUGO, NOR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS AND SUPPLIERS, NOR EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, WILL BE LIABLE TO YOU AND/OR ANY OTHER PERSON FOR DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOSS OF PRIVACY, LOSS OF GOODWILL OR ANY OTHER LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE AGGREGATE LIABILITY TO YOU OF YUGO AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, AND SUPPLIERS AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS EXCEED, IN TOTAL, THE AMOUNTS PAID BY YOU TO US.

#### ADDITIONAL TERMS



a. Severance. If any part of the Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the invalid or unenforceable part will be given effect to the greatest extent possible and the remainder will remain in full force and effect, provided that the allocation of risks described herein is given effect to the fullest extent possible.

b. No Assignment. These Terms (including terms incorporated into them, e.g., the Privacy Policy) are personal to you and you may not transfer, assign or delegate them to anyone without the express written permission of Yugo. Any attempt by you to assign, transfer or delegate these Terms without the express written permission of Yugo will be null and void. Yugo shall have the right to transfer, assign and/or delegate these Terms to one or more third parties without your permission.

c. Disputes; Choice of Law; Export Limitations. The Website is controlled by us from our offices within Canada, and some aspects and portion of the Website are hosted at third-party servers within Canada and the United States of America. If you choose to access this Website from locations outside Canada, you do so at your own risk and you are responsible for compliance with applicable local laws. You may not use or export anything from the Website in violation of Canadian or U.S. import and/or export laws and regulations or the Terms. By visiting the Website, you agree that these Terms and all performances and claims of every nature (including without limitation, contract, tort and strict liability) relating in any way to any aspect of the Website will be resolved by arbitration. Any dispute or claim relating in any way to your visit to the Website or to products or services sold or distributed by Yugo or through the Website will be resolved by binding arbitration, rather than in court, except that we and you may assert claims in small claims court if the claims qualify.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

d. Limitations on Actions. Any action concerning any dispute you may have with respect to the Website must be commenced within one year after the cause of the dispute arises, or the cause of action is barred.

e. Paragraph Headings. The paragraph headings in these Terms are included to help make these Terms easier to read and have no binding effect.

f. Entire Agreement. These Terms (including terms incorporated into them, e.g., the Privacy Policy) comprise the entire agreement (the "Entire Agreement") between you and Yugo with respect to the use of the Website and supersedes all

contemporaneous and prior agreements between the parties regarding the subject matter contained herein, and neither party has relied on any representations made by the other that are not expressly set forth in the Entire Agreement.

g. No Waiver. The failure of Yugo to exercise or enforce any right or provision of these Terms, including any failure to act with respect to a breach, will not constitute a waiver of such right or provision or Yugo right to act with respect to subsequent or similar breaches. We suggest that you print out a copy of these Terms for your records.