

*Last updated: January 27, 2025*

## **Welcome to cruzride!**

These Terms of Use (“**Terms**”) govern your use of Cruzride mobile applications, websites, products, content, facilities, and platform (collectively, the “**Platform**”).

You form a contract with us when you confirm that you accept these terms or when you otherwise use the Platform. The company that you are contracting with depends on where you are resident. In NIGERIA, your contract is with **Cruzride Technology Limited, (House 31c, Road 27, Ikota Villa, Lekki, Lagos State.)** (“**Cruzride**”, “**we**”, “**us**” or “**our**”).

Supplemental terms may apply to a particular category of Cruzride services, such as Cruzride Courier, Cruzride Intercity, Cruzride Freight. For Cruzride Courier, in addition to these Terms, please refer to our Cruzride Courier Terms.

Our privacy practices are described in our Privacy Policy. By accepting the present Terms of Use you also hereby expressly acknowledge and unconditionally agree with our **Privacy Policy\*\*\*\*, Cruzride Courier Terms of Use, Safety Management System Policy, Safety Management System Guidance for Users of Cruzride Courier, Payment Terms, Refund Policy, Non-Intoxication and Zero Tolerance Policy, Non-Discrimination and Accessibility Policy , Community Guidelines and Cooperative Agreement** If you don’t agree to these Terms of Use, you may not access or use the Platform.

Unless material changes are made to the arbitration provisions, you agree that modification of these Terms does not create a renewed opportunity to opt out of arbitration (if applicable).

### **1. Scope, Eligibility, and Modification of Terms**

Cruzride is a technology company that does not provide transportation, logistics, courier or any related services (“**Services**”). These Services are provided by independent Drivers with the use of our Platform. Any decision to offer or accept the Services is an independent decision made in each user’s sole discretion at user’s own risk. Cruzride does not direct or control Drivers generally or in their provision of the Services. Any feature, process, or other effort that we undertake to enhance your enjoyment of our Platform, is not an indication of any employment or agency relationship with any user.

These Terms do not supersede or otherwise impact the enforceability of any agreements Clients may have with Drivers regarding the Services.

Our Platform links independent third-party providers of transportation, logistics, or courier services (“**Drivers**”) and their clients (“**Clients**”) with each other (Drivers and Clients collectively “**Users**”). When Clients request a ride. The Drivers who see the request can either agree to the offered price or make a counteroffer. Also, when Clients request courier services they offer their

price for the Driver's services. The Drivers who see the request can either agree to the offered price or make a counteroffer.

The Client is free to choose the Driver from the list of Drivers who indicated their interest in accepting the request. A separate agreement is formed between the Driver and the Client, when the Client confirms the ride or courier service.

The Client must pay the Driver the price that both of them agreed on via the Platform. This agreed price includes all charges associated with the ride or delivery (fees, tolls, levies, taxes, delivery fees, service fees, product return fees, etc.). Cruzride doesn't participate and doesn't in any way affect the settlement between the Driver and the Client.

Cruzride doesn't provide transportation, or courier services on its own.

Cruzride may change any part of these Terms of Use at any time. When Cruzride does that, it will be in effect as of the "Last Updated" date at the top of this page. Your continued use of the Platform after the notice is published will constitute your acceptance of the updated Terms.

## **2. License Grant and Restrictions and Intellectual Property**

The Platform contains Content (such as design, images, sounds, texts, databases, computer codes, typefaces, data files, scripts, graphics, videos, advertising copy, URLs, technology, software, interactive features, formatting, "Look and feel" of the Platform, business processes, arrangement and enhancement, registered and unregistered trademarks and other similar objects) owned or licensed by Cruzride, which is protected by copyright, trademark, patent, trade secret, and other processes. Cruzride and its licensee, where applicable, own all rights, title, and interest, including all related intellectual property rights, in and to the Platform (software and/or the app and by extension, the service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Platform). Cruzride and its licensors, where applicable, shall own all rights, title and interest, including all related intellectual property rights. The present Terms of Use doesn't constitute a sale agreement and do not convey to you any rights or ownership in or related to the Platform and its Content.

**Cruzride grants you a limited, non-exclusive, non-transferrable, non-assignable, revocable license to: (a) access and use the Platform on your personal device only for the purpose of using the Platform; and (b) access and view any Content or materials that may be made available through the Platform, in each case only for your personal, non-commercial use. All rights not expressly granted to you herein are reserved by Cruzride and/ or Cruzride's licensee.**

You may not, and may not allow any other party to: (a) modify, reproduce, create derivative works based on the Platform; (b) reverse engineer, decompile, disassemble, or otherwise attempt to discover or change the source code of the Platform to build a competitive product or service, build a product using similar ideas, features, functions, or graphics, copy any ideas,

features, functions or graphics; (c) frame, link to or mirror any part of the Platform on any other server or wireless or internet-based device; (d) post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of Cruzride.

All rights not expressly granted to you are reserved by Cruzride and its licensors or other parties. No right or license may be construed, under any legal theory, by implication, estoppel, industry, custom, or otherwise. Any unauthorized use of the Platform for any purpose is prohibited.

### **3. Account Registration**

To access the functionality of the Platform, you must create an account with us. To register, you must be at least 18 years old and have the authority to enter into a contract with us and use the Platform.

When you create an account, you must provide accurate and up-to-date information about yourself. We may reject the use of any password, username, or email address for any reason in our reasonable discretion, including those that are profane, offensive, inappropriate, or otherwise violate these Terms or Additional Terms.

In order to prevent fraud, ensure your security and comply with anti-money laundering, sanctions laws and regulations (as applicable), we will request the information from you at the time of opening your Account to confirm your identity. We may also request you to update and verify your information from time to time.

We offer different types of accounts depending on whether you use the Platform as a Client or as a Driver. To create a Driver account, you must provide us with additional information and pass the verification process, which consists of (1) a moderation phase, where Cruzride receives all Driver information and documentation from Drivers and manually checks, information and documentation; and (2) a background check phase, where a third party reviews the Driver information and records so that Cruzride determines Driver suitability to use the Platform (together, the "Verification"). Processing of personal data is made by Cruzride in accordance with these Terms and our Privacy Policy. Cruzride may charge Drivers a fee for performing the Verification which shall be non-refundable. Verification may take on average seven (7) days but this process may take longer due to high number Driver Verification applications. Cruzride is not responsible and shall not be liable in any way for any delays in the Verification process. In relation to the Verification, Drivers shall be, at all times, responsible for providing accurate and clear information to us. Cruzride shall not be held responsible in any manner for any failed, incomplete or wrong Verification reports owing to inaccurate Driver details provided by you to us.

If you use the Platform in another country, you agree to be subject to Cruzride's Terms for that country.

You must promptly update your details if they change. If your mobile number changes, notify us as soon as possible. If you no longer use your number, your mobile operator may issue it to a new person who, when using the Platform, may access your account.

You may not authorize others to use your account. You must maintain security of access to your device and secrecy of your login information. You will be solely responsible for all activity that occurs under your account and security and confidentiality of your access credentials and for restricting access to your account. If you suspect that any third party knows your password or has accessed your account, please immediately let us know via (Cruzride contact\*\*\*\*\*insert link)

You will not sell, transfer, or assign your account or any account rights. You agree to create only one (1) unique registered account and that you shall be the sole authorized user of your Account. You agree not to re-create any new or additional account in the event your original account is suspended or terminated by Cruzride. For any dispute as to account creation or authenticity, we shall have the sole right, but are not obligated, to resolve such dispute as we determine appropriate, without notice.

When you register on the Platform, log into the Platform, or otherwise access the external third party services using external third-party integrations on the Platform, you agree to allow such external third parties to send us information relevant to you, subject to their terms and policies, and enable us to use such information in accordance with these Terms and our Privacy Policy. External parties may provide us information about you related to the external party so the Platform can pre-fill certain information for you during the account registration process. You also agree to allow Cruzride to send registration information relevant to you to third parties if such information is requested by the third parties in order for you to complete the registration process in the App.

#### **4. User Provided Content**

You are responsible for the information, files and images (collectively, “**Content**”) that you make available on the Platform. You must ensure that your Content does not violate laws or anyone's rights. We do not undertake to review the users' Content and do not assume any responsibility for it. You may not provide defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Cruzride in its sole discretion, whether or not such material may be protected by law. We may remove or restrict access to any Content, if we reasonably believe it is in breach of these Terms, or it causes harm to Cruzride, our users or other third parties.

We do not own your Content. By making content available on the platform you grant Cruzride a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to use your Content, including to reproduce, adapt, modify, translate, publish, publicly perform, publicly display or make derivative works, perform and communicate your Content to the public, for the purposes of operating, developing the Platform.

You may rate and/or provide feedback to Drivers or Clients regarding the services you have received and or/provided. You must only provide true, fair and accurate information in your reviews. If Cruzride considers that your review is untrue, unfair, inaccurate, offensive or inappropriate, we may delete the review and/or deactivating you from posting further reviews. We are not obligated to read, and may not read, each review.

#### **5. Drivers**

By providing the Services as a Driver, you represent, warrant, and agree that: – You possess a

valid driver's license and all required permissions and authorizations to provide the Services, and that you are medically fit to provide the Services. You as a Driver must inform Cruzride immediately if you stop holding the aforementioned licenses, approvals, qualifications, or certificates. Your registration with us as a Driver may be temporarily or permanently revoked if you fail to maintain the appropriate licenses and other statutory qualifications; – You own, or have the legal right to operate, the vehicle you use to provide the Services, as you provide the services; such vehicle is in good operating condition and meets the statutory and industry safety standards and requirements and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind;

- You will only provide the Services using the vehicle that has been reported to Cruzride; –
- You will not permit anyone to accompany you in the vehicle while providing the Services,
- You will not provide the Services while under the influence of fatigue, alcohol or drugs, or otherwise engage in unsafe or illegal behavior while providing the Services; – You will not discriminate against Clients;
- You further agree not to engage in reckless behavior while driving, drive unsafely, and / or operate a vehicle that is unsafe to drive;
- You will not request any additional payment in addition to the price agreed on with the Client via the Platform;
- You will be responsible to calculate, charge and pay all applicable taxes envisaged by the respective legislation in the jurisdiction of your arisen from the provision of the Services to Clients; – You will comply with our reasonable requests to provide information in connection with the Services and your use of the Platform;
- Use information you obtained via the Platform for any purpose not related to the use or provision of Driver's services;
- You comply with the requirements of all applicable laws related to anti-money laundering, sanctions, anti-corruption, anti-bribery, countering illegal trade and countering terrorist financing, prohibiting the use of child or forced labor, proper and not to take any action that may lead to a violation of such laws, not to facilitate, encourage or induce anyone to participate in such activities; – You will comply with Cruzride policies applicable in your country;
- You should also successfully complete compulsory safety training as part of your registration with us. Without completing this training, you will not be permitted to finalize your registration; –
- You must do all things necessary to comply with requirements of airports, other transportation hubs, or government agencies. Further, you shall not do anything which will or may place Cruzride in breach of any laws and regulations.

## **6. Client and Driver Interactions**

Each transportation and/or courier service provided by a Driver to a Client shall constitute a separate agreement between such persons. It is up to the Drivers to offer transportation and/or courier services to Clients and it is up to Clients to accept such transportation and/or courier services. You acknowledge that independent service providers, including Drivers, are not actual agents, apparent agents, ostensible agents, or employees of Cruzride in any way. You also acknowledge that any safety related effort, feature, process, policy, standard or other effort undertaken by Cruzride in the interest of public safety (whether required by applicable regulations or not) is not a sign of an employment, actual agency, apparent agency, or ostensible agency relationship with an independent service provider, including Drivers. Cruzride is not responsible nor liable for the acts and/or omissions of any Drivers or Clients and/or any transportation and/or courier services provided to Clients.

As a user of the Platform, you should treat other Cruzride users with respect. You can only communicate with other users for the purposes related to the Services. You shall not share any unnecessary contact information. Communication should end when the Service is complete, unless it is to return a lost item. Any other communication may be seen as harassment and lead to suspension or termination of your account.

We enable users to communicate on the Platform, for example, via comments, in-app chat or in app calls (availability of these features depends on your location). We have the right to monitor and record your communications with other users on the Platform to review compliance with these Terms.

Where this functionality is not available, you may contact the other user via their mobile number provided in the app interface. In this case mobile charges set by your mobile carrier will apply.

## **7. Payment Transactions**

### **7.1. General terms**

With the Platform, the Client can make an offer to Drivers, which includes a request for a specific route to their destination and the fare the Client is willing to pay to a Driver, and/or the fare Client is willing to pay to a Driver for a courier service. When a Driver accepts a request in response to a Client's offer, this constitutes Driver's intention to enter into a contract with a Client, where a Driver will provide a Client with the service in exchange for payment of the offered price. Alternatively, a Driver can counter the Client's initial offer with a new fare that the Driver is willing to accept for payment for the specific route and/or the courier service. When a Client accepts a Driver's counteroffer, this constitutes the Client's intention to enter into a contract with a Driver, where the Client will pay the Driver the countered fare in exchange for the service.

The Cruzride payment system is a system under which a Client makes a suggestion for a ride's price and/or courier service price and the ride request and/or courier request is confirmed only if the Client and the Driver both accept the quoted price.

Drivers and Clients are required to add their credit/debit card information and bank account details to the Cruzride Account in order to request and to accept rides and/or courier services. Each Driver must provide and maintain a valid, legally established bank account with an authorized deposit-taking institution in order to use the Platform and accept a ride and/or courier service request.

Payment Method. By providing your credit/debit card information and bank account details, you agree that (a) you are authorized to use the designated payment method and (b) you authorize us, or our payment processor, to charge your designated payment method. Only valid payment methods specified by us may be used.

Insufficient Funds. If you are a Client and have an insufficient amount of funds to complete a ride and/or a courier service request, we may at our sole discretion, cancel the entire ride, ride request and/or courier service request.

Cruzride may provide a recommended price. These rates are based on the time a ride or delivery is requested and the area which has been selected. The recommended price is for informational purposes only and does not force Clients and/or Drivers to take or to make a ride or delivery at this price.

Drivers and Clients are required to pay Cruzride the applicable charges presented through the Platform and are responsible for paying all charges incurred under your Cruzride Account. The charges are in Naira ("NGN") and inclusive of applicable taxes where required by law. **7.2.**

## **Client Payment Terms**

We may place a temporary authorization hold to check the validity of a Client's payment method. This is not an extra charge, the funds are only being placed "on hold" and no money is debited from your account. If your only/primary payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that we may try to use a secondary payment method in your Account, if available and/or contact you. If for some reason the temporary authorization hold is canceled (resulting in the Services being provided to the user but the payment not being correctly deducted from the user's payment method), we will ask you to complete the payment again in order to continue using our application.

Clients understand and agree that use of the Platform to request rides and/or courier services may result in charges of the relevant agreed upon price. We facilitate the applicable payment on behalf of a Driver. Payments to Drivers shall be considered as a payment made directly by the Client to the Driver. Your payment will be inclusive of all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be in force at that point in time.

Payments for rides and/or courier services are due immediately and will be facilitated by Cruzride using the designated payment method in your Account. You may view your receipt/tax invoice in the Platform.

Tips. After your ride and/or delivery is finished, you will have the opportunity to rate your Driver and leave feedback on your ride or delivery. You understand and agree that, while you are free to provide additional payment as a tip to any Driver, you are not obligated to do so. Tips are optional.

Waiting Fee. You understand and agree that Cruzride will automatically calculate and add waiting fees to your agreed price of a ride or courier service if the Driver had to wait for the Client after a certain amount of time, which shall be determined at Cruzride's sole discretion. The waiting fee rates may vary depending on the city, region, state. You will be able to check applicable waiting fees in your ride and/or courier service request screen in the Platform. Waiting Fee is not income to Cruzride and is charged in favor of the Driver. If a waiting fee is applicable to the trip or delivery but was not able to be charged to your payment method on file, it will be added as an outstanding payment. You must pay the outstanding amounts of the waiting fee in order to request a new ride or courier services. We reserve the right to contact you in any possible way to remind you of your outstanding payment. However, where a person with disabilities participated in the ride or courier services and took extra time to get into the vehicle or receive and/or send a parcel due to their disability, then such a user can request a refund for the waiting time by contacting Support via [https://Cruzride.com/en/contacts/support/\\*\\*\\*\\*\\*](https://Cruzride.com/en/contacts/support/*****). Persons with disabilities, or individuals who frequently accompany Clients with disabilities on trips, can request a waiver of wait time fees for their accounts by making the request via [https://Cruzride.com/en/contacts/support/\\*\\*\\*\\*\\*](https://Cruzride.com/en/contacts/support/*****).

Cancellation or No-Show Fee. You may have the ability to cancel your ride request/ride and/or courier service. You agree and understand that you may be charged a cancellation or no-show fee, such as where the Driver cancels the ride or courier service after waiting at the pickup location and you do not show. Cancellation or no-show fee amounts may vary depending on the city, region, state/territory. You will be able to view the precise cancellation or no-show fee in the Platform before you confirm your cancellation. Each cancellation or no-show fee paid will be recorded on a separate receipt/tax invoice that will be made available to you in the Platform.

Cancellation or No-Show Fee is also not income to Cruzride and is charged in favor of the Driver. If the ride request/ride and/or courier service has been canceled for any reason that Cruzride determines, acting reasonably, are not attributed to you, you will be entitled to a refund for any charges paid for such cancellation fee. An Operational Fee may apply to the Cancellation Fee. Please refer to our Payment Terms \*\*\*\*\* for more information on applicable fees.

Airport Fees and Transportation Hub Fees. Airport fees apply on rides originating from airports or transportation hubs, as applicable. These are automatically added to your ride and are included in the quoted price. You must set your airport pick-up point only in designated pick-up zones as defined by airports in accordance with their terms and conditions.

Tolls. Tolls apply on rides going through a toll road. These are automatically added to your ride and are included in the quoted price. You may choose to take a ride through a non-toll road instead of a toll road, at your discretion and upon your communication with the Driver.

Government Levies. Applicable government levies may be added to your ride and/or courier service and are included in the quoted price if your ride or delivery occurs in a jurisdiction where such levies are mandatory.

The quoted price and other applicable charges such as a cancellation fee, waiting fee, no-show fee paid by you are final and non-refundable, unless otherwise determined by Cruzride in the Refund Policy\*\*\*\*\* or required by the law.

### **7.3. Driver Payment Terms**

Drivers agree and understand that amounts payable to Drivers for completed rides or courier services will be maintained in an electronic wallet ("Wallet") in the Platform and then transferred to the designated bank account provided by Drivers to Cruzride when Driver requests such a transfer or when Driver chooses the option of automatic transfer in the Platform. You shall be, at all times, responsible for providing accurate banking details to us. Cruzride shall not be held responsible in any manner for any failed, incomplete or wrong transactions owing to (i) inaccurate banking details provided by you to us, or (ii) technical issues, including but not limited to errors or defects in the Platform and/or the software ("Technical Glitches"). You further agree and understand that without a designated and verified bank account, you will not be able to receive your earnings in any other way except as determined above. All payments due to you will be made by electronic funds transfer only to your bank account registered in the Platform. For any reason, in case of the occurrence of a Technical Glitch that causes wrong transactions be made to your Wallet, including but not limited to transactions where Cruzride transfers electronically a different amount than the one due for your earnings, Cruzride shall be entitled to revert said transaction and correct the balance of your Wallet so that the true amount of your earnings is reflected. If Cruzride is for any reason unable to revert any wrong transaction caused by a Technical Glitch, then Cruzride shall be entitled to remove any amounts from future earnings until your Wallet's balance is correctly reflected and obligations are set-off. Cruzride shall be entitled to request restitution as an equitable relief before any court of competent jurisdiction of any amounts Cruzride is unable to recover from reversion of transactions and/or set-offs made via the Driver's Wallet.

You, as the Driver, are responsible for the collection and remission of all income-based taxes, including but not limited to, self-employment taxes, associated with the Services you provide or receive or with any transactions made through your use of the Platform. Cruzride will not be



held accountable in relation to any transactions between the Clients and the Drivers where tax-related misconduct has occurred. You are responsible for the payment of all applicable taxes to which you may be subject in relation to your earnings. Your monthly tax summaries are available in the Platform.

You, as the Driver, acknowledge that Cruzride may be subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be in force and may be subject to any future taxes that may be introduced at any point of time. You further agree to use your best efforts to do everything necessary and required by the relevant laws to enable and assist Cruzride in claiming or verifying or defending any claim to any applicable tax credit, set off, rebate, or refund in respect of any taxes paid or payable in connection with the Platform supplied under this Agreement.

You agree and authorize Cruzride to deduct from the confirmed quoted price the following: (a) Cruzride license fee; and (b) any tax and/or other amounts which Cruzride is required to deduct or withhold under any applicable laws and regulation.

Cruzride Service Payment. Cruzride may charge you a license fee for the use of the Platform.

The terms of payment are specified in Terms of Payment\*\*\*\*\*

. The license fee charged for each completed order. Payments are recorded in your personal account and you can find the current amount of the license fee in your personal account. A license fee for an accepted ride is charged when the vehicle arrives at point A, or when you call the Client before pressing the "I have arrived" button.

Driver's Refunds. You may obtain a refund of certain fees, such as the amount of the Cruzride license fee from canceled or no-show rides. We may refund the Cruzride license fee if the Client cancels the ride and/or courier service or if the Client never appears. The Service Payment is refunded to your account if the Client cancels the order or does not appear. Service Payment is returned to your account in the App. In this case, you should click "The passenger didn't come

out." Refunds will be made within 30 days after the order was canceled and Cruzride confirms the information relating to the refund. Each fee will be refunded separately.

Refunds to Clients. In case a client disputes the ride and/or courier service and we make a decision to issue a refund to the Client, we will make the refund on the Driver's behalf. We will notify you giving details of the amounts and reasons thereof. Your Cruzride Account as a result may go into negative balance. We have the right to deduct the amount that is owed to us from your further earnings. We also reserve the right to contact you in any possible way to remind you of your outstanding payment if you will not receive new earnings.

#### **7.4. Forfeiture-terms**

Accounts that have been inactive for over 3 years may be deleted by Cruzride due to termination of the Terms because of the inactivity of the user. If Cruzride deletes your account (because of a delete request from you or if the account was inactive for 3 years) and you have a positive balance in your driver account, you have 6 months from the date of account deletion to request a withdrawal of funds. If there is no request on your part, funds will be deducted from your account in favor of Cruzride. To request withdrawal, please contact us via [https://Cruzride.com/en/contacts/support/\\*\\*\\*\\*\\*](https://Cruzride.com/en/contacts/support/). Withdrawal can be requested using our Refund Policy\*\*\*\*\* statement.

#### **8. Restricted Activities**

Limitations and Restrictions. You are prohibited from encouraging others or engaging in any of the following:

- license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Platform and/or the Software in any way;
- use the Platform in any way that infringes any third party’s rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, including posting, distributing or reproducing in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights, or removing any copyright, trademark or other proprietary notices from any part of the Platform and/or Software;
- use the Platform for any purpose not intended by these Terms;
- reverse engineer, decompile, disassemble or otherwise attempt to discover or change the source code of the Platform in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics of the Platform and/or the Software, except as may be permitted by applicable law;
- cause or run any programs or scripts for the purpose of scraping, indexing, surveying or conducting any other form of data collecting on any part of the Platform or intentionally overloading or hindering the operation and/or functionality of any aspect of the Platform;
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or its contents;
- try to gain unauthorized access to or attempt to damage any part of the Platform or its related systems or networks;
- send spam or otherwise duplicative or unsolicited communications;
- send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including but not limited to materials harmful to children;
- take actions that could potentially or actually lead to damage Cruzride’s reputation or amount to being disparaging or bringing Cruzride into disrepute;
- stalk, threaten, or otherwise harass any person, or carry any weapons;

- violate any law, statute, ordinance or regulation;
  
- impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
  
- post information or interact on App or Platform in a manner which is false, inaccurate, misleading (directly or by omission or failure to update information), defamatory, libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal;
  
- link directly or indirectly to any other online services;
  
- discriminate against anyone for any reason based on their race, caste, creed, religion, nationality, disability, sexual orientation, sex, marital status, gender identity, age or any other characteristic protected under applicable laws and regulations (such discrimination includes, but is not limited to, any user refusing to provide or accept services based on any of these characteristics);
  
- engage in fraud, bribes, facilitation payments, money laundering, terrorist financing or other improper benefits contrary to applicable laws and regulations, industry standards or ethical codes in the countries in which we operate;
  
- solicit others to engage in illegal or dangerous activities;
  
- undermine the Platform’s operations or security, attempt to gain unauthorized access to the Platform or its related systems or networks;
- extract any data or content from the Platform;
  
- create liability for Cruzride or cause us to become subject to regulation as a transportation carrier or provider of taxi service.
  
- any other prohibited conduct established in any Cruzride policy or term referenced herein or in the Additional Terms.

## **9. Suspension or Termination of Platform Access**

We reserve the right to investigate violations of these Terms or Additional Terms. We may, for any reason to the extent permissible under law, take any action we deem appropriate in relation to users, including, but not limited to: (a) removing, blocking, hiding, or otherwise deleting any User Provided Content; (b) disabling your account, suspending, or terminating your use of, or access to the Platform (either in whole or in part); or (c) reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties. If we terminate, limit, or suspend your right to use the Platform, you are prohibited, without Cruzride’s prior written consent from registering and creating a new Account under your name, a fake or borrowed

name, or the name of any third party. All licenses granted to you in these Terms terminate automatically upon any unauthorized use of the Platform and Cruzride will take appropriate investigative and legal action for any illegal or unauthorized use of the Platform.

You may delete your account at any time. You can do it in the app settings or by contacting user support ([https://Cruzride.com/en/contacts/support/\\*\\*\\*\\*\\*](https://Cruzride.com/en/contacts/support/*****)). In some cases, we will be unable to terminate your account or may retain certain information for legitimate purposes, such as to prevent fraud and ensure safety of our Users, comply with legal obligations, or manage any unresolved claims or disputes. Please refer to our Privacy Policy\*\*\*\*\* to understand how we treat your information after account termination.

Accounts that have been inactive for over 3 years may be deleted. We have the right to terminate or suspend access to your account at our own discretion.

#### **10. Cooperation with Law Enforcement**

You acknowledge that we have the right to investigate and prosecute violations of these Terms, including intellectual property, publicity and privacy rights infringement and Platform security issues, to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that we have no obligation to monitor your access to or use of the Platform, but we have the right to do so for the purpose of operating the Platform, to ensure your compliance with these Terms or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental or regulatory body.

#### **11. Third-Party Services and Content**

The Platform may be made available or accessed in connection with third-party services and content that Cruzride does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. Cruzride does not endorse such third-party services and content and in no event shall Cruzride, its affiliates and their officers, directors, employees, and agents be responsible or liable for any products or services of such third-party providers.

#### **12. Indemnification**

By agreeing to the Terms and/or using the Platform, you agree that you shall defend, indemnify and hold Cruzride, its officers, directors, members, employees, attorneys and agents harmless from and against claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your use of the Platform and/or Software in violation of these Terms; (b) your dealings with the drivers and Clients; (c) your interactions with third party providers, partners, advertisers and/or sponsors; (d) your violation or breach of any of the Terms, Additional Terms, or any applicable law or regulation, whether or not referenced herein; (e) your violation of any rights of any third party arranged via the Platform; or (f) your use or misuse of the Platform and/or Software.

#### **13. Disclaimer of Warranties**

Cruzride makes no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Platform and/or the Software. Cruzride does not represent or warrant that (a) the use of the Platform and/or the Software will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data; (b) the Platform will meet your requirements or expectations; (c) any

stored data will be accurate or reliable; (d) the quality of any products, services, information, or other materials purchased or obtained by you through the application will meet your requirements or expectations; (e) errors or defects in the Platform and/or the software will be corrected; or (f) the Platform or the server(s) that make the Platform available are free of viruses or other harmful components. The Platform is provided to you strictly on an “as is” basis.

Without limiting the application of any applicable laws, all conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby excluded and disclaimed to the highest and maximum extent. Cruzride makes no representation, warranty, or guarantee as to the reliability, safety, timeliness, quality, suitability or availability of any services obtained by you through the use of the Platform and/or the Software. You acknowledge and agree that the entire risk arising out of your use of the Platform and any third-party services, including but not limited to the drivers remains solely and absolutely with you and you shall have no recourse whatsoever to Cruzride.

The Platform and/or the Software may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications including the device used by you being faulty, not connected, out of range, switched off or not functioning. Cruzride is not responsible for any delays, delivery failures, damages or losses resulting from such problems.

#### **14. Limitation of Liability**

Any claims against Cruzride by you shall in any event be limited to the aggregate amount of all amounts actually paid by and/or due from you in utilizing the Platform during the event giving rise to such claims. In no event shall Cruzride and/or its affiliates and their officers, directors, employees, agents and licensors be liable to you or anyone for any direct, indirect, punitive, economic, future special, exemplary, incidental, consequential or other damages or losses of any type or kind (including personal injury, emotional distress and loss of data, goods, revenue, profits, use or other economic advantage). Cruzride and/or its licensors shall not be liable for any loss, damage or injury which may be incurred by or caused to you or to any person for whom you have used the Platform for, including but not limited to loss, damage or injury arising out of, or in any way connected with the Platform and/or the Software, including but not limited to actions or omissions by Drivers or Clients or other users, the use or inability to use the Platform and/or the Software, any reliance placed by you on the completeness, accuracy or existence of any

advertising, or as a result of any relationship or transaction between you and any third-party provider, advertiser or sponsor whose advertising appears on the Platform or is referred to by the Platform and/or the Software, even if Cruzride and/or its licensors have been previously advised of the possibility of such damages. Cruzride does not and will neither assess nor monitor the suitability, legality, ability, movement or location of any third-party providers including Drivers, advertisers and/or sponsors and you expressly waive and release Cruzride from any and all liability, claims or damages arising from or in any way related to the third-party providers including Drivers, advertisers and/or sponsors. Cruzride will not be a party to disputes, negotiations of disputes between you and such third-party providers including Drivers, advertisers and/or sponsors. Responsibility for the decisions you make regarding services and products offered via the Platform and/or Software (with all its implications) rests solely with and on you. You expressly waive and release Cruzride from any and all liability, claims, causes of action, or damages arising from your use of the Platform and/or Software, or in any way related

to the third parties including Drivers, advertisers and/or sponsors introduced to you by the Platform and/or Software.

#### **15. AGREEMENT TO ARBITRATE DISPUTES**

**THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW FOR MANDATORY ARBITRATION OR CLASS ACTION WAIVERS. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE PROVISIONS BELOW MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.**

**ARBITRATION UNDER THIS AGREEMENT SHALL BE IN LINE WITH THE PROVISIONS OF THE ARBITRATION AND MEDIATION ACT OF NIGERIA, 2023.**

**PLEASE READ THIS AGREEMENT CAREFULLY.**

##### **I. WHAT IS ARBITRATION?**

**ARBITRATION IS A WAY TO GET SPEEDY AND RELATIVELY INEXPENSIVE RESOLUTION OF DISPUTES BY SUBMITTING THEM TO AN ARBITRATOR INSTEAD OF THE ORDINARY PROCESS OF FILING A LAWSUIT IN A COURT OF LAW. ARBITRATION USES A NEUTRAL, TRAINED ARBITRATOR TO RESOLVE THE DISPUTE INSTEAD OF A JUDGE AND JURY. BY AGREEING TO RESOLVE DISPUTES EXCLUSIVELY THROUGH BINDING ARBITRATION, YOU AND CRUZRIDE AGREE THAT YOU AND CRUZRIDE ARE WAIVING THE RIGHT TO A TRIAL IN A COURT WITH A JUDGE OR JURY. ARBITRATION IS BINDING — THAT IS, THE ARBITRATOR’S DECISION IS FINAL.**

**YOU AND THE CRUZRIDE AGREE THAT ARBITRATION OF DISPUTES IS A VALUABLE BENEFIT, THE EXISTENCE OF WHICH IS A SIGNIFICANT INDUCEMENT FOR YOU TO ACCEPT THESE TERMS AND TO USE THE PLATFORM.**

##### **II. WHAT IS COVERED?**

**THIS AGREEMENT APPLIES TO ALL PAST, PRESENT, AND FUTURE LEGAL DISPUTES AND LEGAL CLAIMS BETWEEN YOU AND CRUZRIDE THAT ARE NOW IN EXISTENCE OR THAT MAY ARISE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO LEGAL DISPUTES OR LEGAL CLAIMS ARISING OUT OF BODILY INJURY, PERSONAL INJURY, AND PROPERTY DAMAGE, OR RELATING IN ANY WAY TO THESE TERMS, THE PRIVACY POLICY, ADDITIONAL TERMS, YOUR USE OF THE WEBSITES, THE APP, THE PLATFORM RELATIONSHIP WITH CRUZRIDE, YOUR USE OF ANY OF CRUZRIDE’S PRODUCTS OR SERVICES, AND ANY FEDERAL, STATE, OR LOCAL STATUTE, LAW, RULE, REGULATION OR ORDINANCE APPLICABLE TO THE RELATIONSHIP BETWEEN YOU AND CRUZRIDE AS TO WHICH A COURT WOULD BE AUTHORIZED BY LAW TO GRANT RELIEF IF THE CLAIM WERE SUCCESSFUL (“DISPUTE” OR “DISPUTES”). YOU AGREE THAT THE TERM “DISPUTE” IN THIS AGREEMENT WILL HAVE THE BROADEST MEANING POSSIBLE. IF ANY DISPUTE BETWEEN YOU AND CRUZRIDE WOULD BE COVERED BY BOTH THIS AGREEMENT AND ANY OTHER ARBITRATION AGREEMENT WHICH IS NOT EXPRESSLY INCLUDED IN THESE TERMS OF USE, YOU AGREE THAT THE TERMS OF THIS AGREEMENT WILL SUPERSEDE THE**

**TERMS OF ANY OTHER ARBITRATION AGREEMENT, AND THAT ALL DISPUTES WILL BE RESOLVED PURSUANT TO THE TERMS OF THIS AGREEMENT.**

**THIS AGREEMENT ALSO COVERS ANY DISPUTE BETWEEN YOU AND ANY OFFICER, DIRECTOR, BOARD MEMBER, AGENT, EMPLOYEE, AFFILIATE OF CRUZRIDE, OR THIRD PARTY IF CRUZRIDE COULD BE LIABLE, DIRECTLY OR INDIRECTLY, FOR SUCH DISPUTE. IF THE PARTIES HAVE MORE THAN ONE DISPUTE BETWEEN THEM, YOU AND CRUZRIDE AGREE TO ASSERT ALL SUCH DISPUTES IN A SINGLE ARBITRATION SO THEY MAY BE RESOLVED AT THE SAME TIME.**

**THE AGREEMENT DOES NOT PREVENT EITHER YOU OR CRUZRIDE FROM SEEKING EMERGENCY OR TEMPORARY INJUNCTIVE RELIEF, SUCH AS A PRELIMINARY INJUNCTION OR A TEMPORARY RESTRAINING ORDER, WHICH IS SOUGHT STRICTLY IN AID OF OR TO PRESERVE AN ARBITRATOR'S JURISDICTION AND ABILITY TO CONDUCT A MEANINGFUL ARBITRATION OF YOUR DISPUTES UNDER THE AGREEMENT.**

**THE AGREEMENT DOES NOT PREVENT YOU OR CRUZRIDE FROM FILING A CLAIM OR CHARGE WITH AN ADMINISTRATIVE AGENCY. ADDITIONALLY, YOU WILL NOT BE RETALIATED AGAINST FOR CHALLENGING THE VALIDITY OF THE AGREEMENT.**

**NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED TO PREVENT OR EXCUSE YOU FROM FIRST USING CRUZRIDE'S EXISTING INTERNAL PROCEDURES FOR RESOLUTION OF COMPLAINTS BEFORE SEEKING ARBITRATION, AND THIS AGREEMENT IS NOT INTENDED TO BE A SUBSTITUTE FOR THE UTILIZATION OF SUCH PROCEDURES.**

**FOR CLAIMS UNDER THE JURISDICTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, YOU MAY INITIATE THE ARBITRATION PROCESS ONLY AFTER YOU HAVE EXHAUSTED ALL REQUIRED ADMINISTRATIVE REMEDIES FOR CLAIMS THAT REQUIRE SUCH REMEDIES.**

### **III. CLAIMS MAY BE BROUGHT IN AN INDIVIDUAL CAPACITY ONLY**

**YOU AND CRUZRIDE AGREE THAT YOU AND CRUZRIDE WILL NOT: (1) FILE, JOIN, OPT-INTO, CONSENT TO, INTERVENE IN, OR OTHERWISE BECOME A PARTY IN ANY LAWSUIT OR COURT CASE THAT RELATES IN ANY WAY TO A DISPUTE, OR (2) FILE, JOIN, OPT-INTO, CONSENT TO, INTERVENE IN, OR OTHERWISE BECOME A PARTY IN ANY LAWSUIT, COURT CASE, OR ARBITRATION THAT IS BROUGHT ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR AGGREGATE BASIS THAT IN ANY WAY RELATES TO A DISPUTE. THE PARTIES DO NOT AGREE TO ARBITRATE ANY DISPUTE ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR AGGREGATE BASIS.**

**THE PARTIES MAY BRING LEGAL CLAIMS ONLY IN THEIR INDIVIDUAL CAPACITY (NON-CLASS, NON-COLLECTIVE, NON-REPRESENTATIVE, AND NON-AGGREGATE BASIS). THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTES TO BE ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR AGGREGATE BASIS.**

**THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS ON MORE THAN ONE PERSON'S OR ENTITY'S CLAIMS, AND MAY NOT OTHERWISE AUTHORIZE OR PRESIDE OVER ANY FORM OF A CLASS, COLLECTIVE, REPRESENTATIVE OR AGGREGATE PROCEEDING.**

**CLAIMS OF TWO OR MORE PERSONS OR ENTITIES MAY NOT BE JOINED OR CONSOLIDATED IN THE SAME ARBITRATION BECAUSE THE ARBITRATOR MAY ONLY HEAR INDIVIDUAL CLAIMS AND DOES NOT HAVE THE AUTHORITY TO HEAR CLAIMS ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR AGGREGATE BASIS, OR TO AWARD RELIEF TO ANYONE OTHER THAN YOU AND/OR CRUZRIDE IN A SINGLE ARBITRATION. NOTWITHSTANDING ANY OTHER CLAUSE CONTAINED IN THIS AGREEMENT, THIS SECTION III SHALL NOT BE SEVERABLE FROM THE AGREEMENT IN ANY CASE IN WHICH THE DISPUTE IS BROUGHT AS A CLASS, COLLECTIVE, REPRESENTATIVE, OR AGGREGATE ACTION.**

**SUPPORT. NOTWITHSTANDING ANY OTHER CLAUSE CONTAINED IN THIS AGREEMENT, ANY CHALLENGE TO THE VALIDITY OF THIS AGREEMENT MAY BE DETERMINED ONLY BY A COURT OF COMPETENT JURISDICTION AND NOT BY AN ARBITRATOR.**

### **IV. HOW DOES ARBITRATION WORK?**

**IN ORDER TO RAISE A DISPUTE:**

**- STEP 1. IF YOU WANT TO RAISE A DISPUTE, YOU MUST SUBMIT A "NOTICE OF DISPUTE" WITH ANY SUPPORTING DOCUMENTS OR OTHER INFORMATION VIA**

[https://Cruzride.com/en/contacts/support/\\*\\*\\*\\*\\*](https://Cruzride.com/en/contacts/support/*****) OR BY MAIL TO C T CORPORATION SYSTEM, 1200 SOUTH PINE ISLAND RD #250, PLANTATION, FL 33324, UNITED STATES. THE "NOTICE OF DISPUTE" MUST BE IN WRITING AND INCLUDE YOUR NAME, ADDRESS, CONTACT INFORMATION, EMAIL ADDRESS, THE FACTS REGARDING YOUR DISPUTE, AND THE RELIEF YOU ARE REQUESTING FROM US. IF CRUZRIDE WANTS TO RAISE A DISPUTE, CRUZRIDE MUST SEND A "NOTICE OF DISPUTE" TO YOUR LAST KNOWN ADDRESS AND/OR EMAIL ADDRESS. ONCE A PARTY RECEIVES A NOTICE OF DISPUTE, YOU AND WE WILL ATTEMPT TO RESOLVE ANY DISPUTE THROUGH INFORMAL NEGOTIATION WITHIN FORTY-FIVE (45) DAYS FROM THE DATE THE NOTICE OF DISPUTE IS RECEIVED. IF AN AGREEMENT CANNOT BE REACHED WITHIN FORTY-FIVE (45) DAYS OF RECEIPT OF THE NOTICE OF DISPUTE, YOU OR CRUZRIDE MAY INITIATE AN ARBITRATION PROCEEDING AS DESCRIBED BELOW.

- STEP 2. ARBITRATION. YOU AND CRUZRIDE AGREE THAT ARBITRATION WILL BE THE SOLE AND EXCLUSIVE REMEDY TO RESOLVE ANY DISPUTE BETWEEN US. . BY AGREEING TO ARBITRATE, YOU AND CRUZRIDE ARE GIVING UP THE RIGHT TO LITIGATE OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ANY AND ALL DISPUTES IN A COURT BEFORE A JUDGE OR JURY. INSTEAD, A NEUTRAL ARBITRATOR WILL RESOLVE ALL DISPUTES. THE LAGOS STATE MULTI-DOOR COURT HOUSE OR ANY SUCCESSOR THEREOF WILL ADMINISTER THE ARBITRATION USING THE ARBITRATION RULES IN EFFECT ON THE DATE THE ARBITRATION IS FILED. IN THE EVENT THE ARBITRATION RULES ARE INCONSISTENT WITH THIS AGREEMENT, THIS AGREEMENT WILL PREVAIL PROCEDURES NOT ADDRESSED BY THIS AGREEMENT OR THE ARBITRATION RULES WILL BE RESOLVED BY AGREEMENT OF THE PARTIES. IF THE PARTIES ARE UNABLE TO AGREE, THE PROCEDURAL ISSUE WILL BE DETERMINED BY THE ARBITRATOR. ALL STATUTES OF LIMITATION THAT WOULD APPLY IF THE CONTROVERSY WERE RESOLVED IN COURT SHALL BE APPLIED AND ENFORCED BY THE ARBITRATOR. THE AWARD OF THE ARBITRATOR SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION.

#### V. GENERAL

ENFORCEMENT. OTHER THAN A CHALLENGE TO THE VALIDITY OF SECTION III OF THIS AGREEMENT, ANY DISPUTE OVER THIS AGREEMENT - THE WAY IT WAS FORMED, ITS APPLICABILITY, MEANING, ENFORCEABILITY, WAIVER OF THE RIGHT OR OBLIGATION TO ARBITRATE, OR ANY CLAIM THAT ALL OR PART OF THIS AGREEMENT IS VOID OR VOIDABLE - IS SUBJECT TO ARBITRATION UNDER THIS AGREEMENT. YOU OR CRUZRIDE MAY BRING A MOTION IN COURT TO COMPEL ARBITRATION UNDER THIS AGREEMENT OR TO DISMISS ANY LAWSUIT SEEKING TO RESOLVE DISPUTES THAT ARE COVERED BY THIS AGREEMENT. IN ADDITION, EITHER YOU OR CRUZRIDE MAY BRING AN ACTION IN COURT TO ENFORCE AN ARBITRATION AWARD.

COMPLETE AGREEMENT. THIS AGREEMENT IS THE FULL AND COMPLETE AGREEMENT RELATING TO THE FORMAL RESOLUTION OF DISPUTES.

SEVERABILITY. EXCEPT AS STATED ABOVE IN SECTION III, IN THE EVENT ANY PORTION OF THIS AGREEMENT IS DEEMED INVALID, VOID, OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT WILL BE VALID AND ENFORCEABLE.

NO MODIFICATION. NOTWITHSTANDING ANY OTHER PROVISION IN THESE TERMS, THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING AGREED TO BY BOTH PARTIES.

IF ANY COURT WITH COMPETENT JURISDICTION OR AN ARBITRATOR HOLDS THAT THE RIGHT TO COMPEL ARBITRATION OF A DISPUTE IS UNENFORCEABLE, THEN THE DISPUTE



**MUST BE BROUGHT EXCLUSIVELY IN COURT AS FOLLOWS. YOU AND CRUZRIDE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AND CRUZRIDE AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL.**

**YOU SHOULD READ THE PROVISIONS OF THIS AGREEMENT CAREFULLY, AS IT PROVIDES THAT VIRTUALLY ANY DISPUTE RELATED TO CRUZRIDE MAY BE RESOLVED ONLY THROUGH BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, REPRESENTATIVE, OR AGGREGATE ACTION OR SIMILAR PROCEEDING.**

**YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND READ OR HAVE HAD THE OPPORTUNITY TO READ THIS ARBITRATION AGREEMENT. YOU UNDERSTAND THAT THIS ARBITRATION AGREEMENT REQUIRES THAT DISPUTES THAT INVOLVE THE MATTERS SUBJECT TO THE AGREEMENT BE SUBMITTED TO ARBITRATION PURSUANT TO THE ARBITRATION AGREEMENT RATHER THAN TO A JUDGE AND JURY IN COURT.**

**YOU AGREE THAT YOU INTEND TO BE BOUND BY THE AGREEMENT AND SPECIFICALLY THE ARBITRATION PROVISIONS SET FORTH ABOVE.**

**MASS ARBITRATIONS. "MASS ARBITRATIONS" MEANS AND REFERS TO WHEN, DURING ANY ROLLING 52-WEEK PERIOD, 100 OR MORE ARBITRATION DEMANDS ASSERTING THE SAME OR SIMILAR DISPUTES ARE MADE AND/OR SOUGHT TO BE COMPELLED AGAINST CRUZRIDE**

**BY THE SAME LAWYER(S) OR LAW FIRM(S) AND/OR BY ONE OR MORE OF SEVERAL AFFILIATED, ASSOCIATED OR COORDINATED LAWYERS OR LAW FIRMS. IF, IN ITS SOLE DISCRETION, CRUZRIDE BELIEVES THAT MASS ARBITRATIONS ARE BEING ASSERTED AGAINST IT, THEN IT SHALL GIVE WRITTEN NOTICE TO YOU AND THE ARBITRATOR (IF APPOINTED) IN EACH OF THE ARBITRATION DEMANDS AT ISSUE. UPON GIVING SUCH NOTICE, CRUZRIDE SHALL NOT HAVE ANY FURTHER OBLIGATION TO ARBITRATE THOSE ARBITRATION DEMANDS, AND ANY ARBITRATION PROCEEDINGS SHALL BE AUTOMATICALLY STAYED, PENDING CRUZRIDE SEEKING A DETERMINATION FROM A COURT OF COMPETENT JURISDICTION THAT THE ARBITRATIONS AT ISSUE ARE MASS ARBITRATIONS. CRUZRIDE WILL NOT BE REQUIRED TO PAY ANY ARBITRATION FEES AS A CONDITION OF AND WHILE SEEKING SUCH A COURT DETERMINATION OR ANY APPEAL THEREOF. SHOULD A COURT OF COMPETENT JURISDICTION HOLD THAT ANY ARBITRATION DEMAND MADE OR SOUGHT TO BE COMPELLED UNDER THIS AGREEMENT IS ONE OF SUCH MASS ARBITRATIONS, THEN CRUZRIDE WILL NOT BE REQUIRED TO ARBITRATE THE DISPUTES. INSTEAD, THOSE MASS ARBITRATIONS WILL BE LITIGATED IN A COURT OF COMPETENT JURISDICTION. TO THE EXTENT THAT YOU ARE PART OF A MASS ARBITRATION, YOU CONSENT AND AGREE TO THE PERSONAL AND SUBJECT MATTER JURISDICTION OF ANY COURT IN WHICH CRUZRIDE SEEKS A MASS ARBITRATIONS DETERMINATION THAT OTHERWISE WOULD HAVE SUCH JURISDICTION OVER ANY OF THE PERSONS WHO HAVE FILED A DEMAND THAT IS PART OF THE MASS ARBITRATION INVOLVED IN THE COURT ACTION NOTWITHSTANDING THIS CONSENT AND AGREEMENT.**

#### **16. Governing Law**

These Terms, your rights and the rights of Cruzride within these Terms shall be governed by and construed in accordance with the laws of Nigeria, without regard to the choice or conflict of

law principles of any jurisdiction. This provision applies only to the interpretation of these Terms, and these provisions shall not be interpreted as generally extending any state's law to you if your dispute did not arise in that state.

Any dispute, claim, or controversy arising out of or relating to incidents or accidents resulting in personal injury (including but not limited to sexual assault or harassment claims) that you allege occurred in connection with your use of the Platform, whether before or after the date you agreed to the Terms, shall be governed by and construed in accordance with the laws of the state in which the incident or accident occurred.

## **17. General Provisions**

Assignment. These Terms as modified from time to time may not be assigned by you without the prior written approval of Cruzride. Any purported assignment by you in violation of this Section shall be void. We may freely assign, transfer, or delegate these Terms or any of our rights and obligations under them.

Waiver. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and any failure to assert any right or provision under these Terms shall not constitute a waiver of such term.

Severability. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms to be unenforceable, then such provision or portion shall be construed, as nearly as possible, to reflect the original provision, and the remainder of these Terms will continue in full force and effect.

Interpretation. The section titles in these Terms are used solely for convenience and have no legal or contractual significance. No provision of these Terms shall be construed against Cruzride but rather shall be construed in a neutral and fair manner as terms entered into by a fully-informed party on a voluntary basis. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and shall not be deemed to limit or affect any of the provisions hereof.

Survival. These Terms, primarily the terms related to dispute resolution, including binding arbitration, shall survive termination of your use or access to the Platform. No Joint Venture. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or Use of the Website, the App or the Services. You further acknowledge that by acting as a Driver, submitting User Provided Content, or other content, no confidential, fiduciary, contractually implied or other relationship is created between you and us other than pursuant to these Terms.

Communications. By providing us with your email address and using the Platform, you hereby affirmatively consent to the use of your email address for notifications from us regarding important service announcements and other administrative communications related to your use of the Platform, as well as certain marketing and other advertising communications from us and from our third-party advertising partners, as more fully set forth in our Privacy Policy\*\*\*\*\*. We may communicate with you by email, a posting on the Website, an App notification, or other reasonable means.

Platform Availability. Cruzride in its reasonable discretion and without advance notice or liability, may immediately suspend or terminate the availability of the Platform, in whole or in part, for any reason. Information collected through the Platform (e.g., your account information) may be synchronized from time to time between the App and the Website, but we do not guarantee accurate or full synchronization. To the extent permissible under applicable law, we do not warrant that specifications, pricing, or other content on the Platform is complete, accurate,

reliable, current, or error-free. To the extent permissible by law, we make no warranties as to the

availability or accessibility of the Platform, and (except as otherwise set out in these Terms) we will not be liable for any damages, loss, costs, or expenses incurred by you as a result of any lack of availability or accessibility of the Service. Your use of the Platform may vary in functionality, availability and quality depending on the type of the device and the operating system that you use. It is your responsibility to pay for all costs and expenses that you may incur while using the Platform.

App Permissions. By using the App, you agree that Cruzride may access your device in order to allow for or optimize your use of the App. You consent to these activities by installing the App, using the App, or setting certain permissions or settings allowing such activities. Your device settings may enable you to disable, change or limit some of these activities, and you can disable all of them associated with the App by uninstalling the App.

Platform Updates and Upgrades. You acknowledge that Cruzride may issue updated or upgraded versions of the Platform and may (subject to your device settings) automatically electronically update or upgrade the version of the Platform that you are then currently using on your mobile device. You consent to receive updates or upgrades to the Platform automatically. Platform updates or upgrades may: (a) cause your device to automatically communicate with our servers to deliver the Platform's functionality, new features, and to record usage metrics; (b) affect preferences or data stored on your device; and (c) collect personal information (for more information, see our Privacy Policy\*\*\*\*\*). We are not responsible if an update or upgrade affects how the Platform works if this is caused by your own equipment or device not supporting the update or upgrade. If you do not want App updates or upgrades, you can uninstall the App.

Location-Based Features. If location-based features are enabled on your device, you acknowledge that your device location may be processed by us, and our vendors, to deliver location-specific content to you through the Platform. You may disable location detection through your browser or device settings. Your proximity or connection to wi-fi, Bluetooth and other networks may still be detected when location services are turned off on our browser or device settings. Territory geo-filtering may be required in connection with your use of some Platform features due, for instance, to content territory restrictions.

Network Access and Devices. You are responsible for obtaining the data network access necessary to use the Platform. Your mobile network's data and messaging rates and fees may apply if you access or use the Platform from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Platform and any updates thereto. Cruzride does not guarantee that the Platform, or any portion thereof, will function on any particular hardware or devices. In addition, the Platform may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications. You are further responsible for ensuring that your device is turned on and configured appropriately (e.g., geolocation is enabled when using geolocation services), and the Platform is active on your device.

Business Transactions. We reserve the right to sell or transfer any information or content, including User Provided Content, we obtain through the Platform in connection with any joint venture, partnership, merger, or other collaboration with another organization, or in the event we sell or transfer all or a portion of our business or assets (e.g., further to a reorganization, liquidation, or any other business transaction, including negotiations of such transactions).

Electronic Contracting. You agree that all agreements, notices, disclosures, and other

communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that any time you electronically transact, agree, or consent via the Platform it is intended to be an electronic signature which binds you as if you had signed on paper.

### **18. Additional License Terms**

Terms Applicable for Apple IOS. If you are accessing or using the App through Apple IOS Apple App Store, the following applicable terms and conditions are applicable to you:

- You acknowledge that these Terms are entered into between you and Cruzride and that Apple, Inc. (“Apple”) is not a party to these Terms other than as a third-party beneficiary as contemplated below.
  
- Any licenses granted to you by these Terms are subject to the permitted Usage Rules set forth in the App Store Terms of Service (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third-party terms of agreement applicable to the App.
  
- You acknowledge that Cruzride, and not Apple, is responsible for providing the App and the materials thereof.
  
- You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the App.
  
- To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App.
  
- Notwithstanding anything to the contrary, and subject to the terms in these Terms, you acknowledge that, solely as between Apple and Cruzride, Cruzride, and not Apple is responsible for addressing any claims you may have relating to the App, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
  
- Further, you agree that if the App, or your possession and use of the App, infringes on a third party’s intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.
  
- You acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.
  
- When using the App, you agree to comply with any and all third-party terms that are

applicable to any platform, website, technology or service that interacts with the App.

– Your use of real time route guidance on the App is at your sole risk. Location data may not be accurate.

Terms Applicable for Google Play. If the App is provided to you through Google Inc. (Google Inc. together with all of its affiliates, “Google”) Google Play, the following terms and conditions apply to you in addition to all the other terms and conditions of these Terms:

– You acknowledge that Google is not responsible for providing support services for the App. – If any of the terms and conditions in these Terms are inconsistent or in conflict with the Google Play Developer Distribution Agreement (the current version as of the date these Terms of Use was last updated is located at <https://play.google.com/about/developer-distribution-agreement.html>), the terms and conditions of Google’s Google Play Developer Distribution Agreement will apply to the extent of such inconsistency or conflict.

## **19. Contact**

You may contact us via our online form: [https://Cruzride.com/en/contacts/support/\\*\\*\\*\\*\\*](https://Cruzride.com/en/contacts/support/)