

A. INTRODUCTION

Our journey matching network connects you with people around you who want to travel more sustainably by travelling together. Users of our websites and the facilities available through it (also referred to as “**Members**”) can add journeys and search for travel companions and arrange shared travel with other Members. Members can also generate tailored travel plans and receive certain additional travel information through myPTP.

Liftshare.com and mobilityways.co.uk are websites operated by Liftshare.com Limited. Liftshare.com Limited is a private limited company registered in England and Wales under company number 03968472. Our registered office is at 4 Duke Street, Norwich, NR3 3AJ, England.

In these Terms and Conditions of Use:

- i. References to '**you**', '**your**' and '**yours**' are references to the person accessing the Website and/or using any of the Facilities together with any party represented by such person.
- ii. References to '**Liftshare**', '**Mobilityways**', '**we**', '**us**' and '**our**' are references to Liftshare.com Limited.
- iii. All references to 'Liftshare' are deemed to be interchangeable with 'Mobilityways' depending on the nature of the Services: Liftshare = car sharing services; and Mobilityways = travel solutions utilising a range of transport options.
- iv. Should you wish to contact Liftshare, please refer to the Contact Us menu which can be easily found on the Website.

B. IMPORTANT LEGAL NOTICE

This legal notice applies to the entire contents of the Website and to any correspondence by e-mail between us and you.

Please read these Terms and Conditions of Use carefully before using the Website or becoming (or applying to become) a Member. These terms will be sent to you by us if you are a Pending Member.

By becoming a Member of the Website, you agree to be bound by and comply with the following Terms and Conditions of Use without modification. If you do not accept these Terms and Conditions of Use, you should neither use, nor register as a Member within the Website. By registering as a Member of the Website and/or using the Website and/or accessing any of the Facilities you hereby accept these Terms and Conditions of Use. If you are a Pending Member and you do not agree to accept these Terms and Conditions of Use, please [contact us here](#).

We retain the right to modify the Terms and Conditions of Use at any time. Any Member may refuse the amendments proposed, however, continued use of the Services provided by the Website constitutes acceptance of the revised Terms and Conditions of Use. Members whom do not accept the amended conditions may simply close their accounts in accordance with our termination guidelines. It is the responsibility of the Member to check these Terms and Conditions of Use from time to time.

C. DISCLAIMER

Without prejudice to condition 9 of these Terms and Conditions of Use please note that:

The Website provides a method by which individuals may initiate contact with each other. We help to facilitate this, but we do not provide a transport service to Members or purport to offer advice as to transport and/or suitable travel companions which remains entirely your responsibility.

Users of the Website are advised that whilst we may carry out some checks on people joining the Website we cannot guarantee the complete validity of the information supplied by them to us during registration. Members should therefore exercise all due caution and satisfy yourselves that the person or persons that they are travelling with are suitable.

We strongly advise you to read our [Safety Tips](#).

D. SAFETY STATEMENT

We take the privacy and safety of Members very seriously, and are committed to safeguarding their privacy. To that end we ask that Members take note of and follow our Privacy Policy, Rules of Behaviour, Safety Tips and the provisions of the Terms and Conditions of Use, in particular (but without limitation) condition 9 (Limitation of Liability). We rely upon our Members to behave well towards each other and with mutual respect and consideration and take responsibility for their own actions and decisions. For ease of access to the other documents referred to above and condition 9 please click the following links:

[Privacy Policy](#)
[Rules of Behaviour](#)
[Trust and Safety](#)

TERMS AND CONDITIONS OF USE

1. DEFINITIONS USED IN THESE TERMS AND CONDITIONS OF USE

- 1.1. The definitions and rules of interpretation in this condition 1.1 apply to these Terms and Conditions of Use.
- "Account"** means the account registered to a Member on the Website, containing personal details relating to the account holding Member. The accuracy of account details remains the sole responsibility of the account holder.
- "Client"** means an organisation that has purchased the licence to use a white-labelled version of the Website.
- "Facilities"** means any or all of the facilities available to Members on or through the Website, including but not limited to search, booking, messaging, payment and travel plans and information through myPTP.
- "Intellectual Property Rights"** means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- "Member"** means any person registered on the Website and who has satisfied and completed all of the mandatory fields in the Website registration form (and **"Membership"** shall be construed accordingly).
- "myPTP"** means a bespoke web-based journey planning facility within the Facilities or within a website widget which enables the Member to create travel plans and search for travel information.
- "Pending Member"** means an individual whom Liftshare will be processing Personal Data in relation to before the individual becomes a Member. Such processing will include the Pending Member's name, email address and postcode due to the individual's employer having paid for the individual's account pursuant to a potential travel scheme.
- "Personal Data"** means any information relating to an individual person, in particular where the individual can be identified, directly or indirectly by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- "Platform"** means the Facilities and the Website, the purpose of which is to facilitate on-line contact between individuals who want to travel more sustainably by travelling together and/or to facilitate the searching of a range of travel options.
- "Terms and Conditions of Use"** means these Terms and Conditions Of Use (including the introduction, the important legal notice, the disclaimer, the safety statement, the Trust and Safety guidance on the Website and the Liftshare Cookies Policy and Privacy Policy) and any amendments to or revisions of any of the same as may be published on the Website at our sole discretion.
- "Website"** means the Internet website or mobile application operated by Liftshare, with the URL www.Liftshare.com and/or mobilityways.co.uk (as applicable).
- 1.2. Where we use the expression "including" this is to be construed as being immediately followed by the expression "without limitation". Consequently, any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.3. Words appearing in the singular shall include the plural and vice versa.
- 1.4. Headings to conditions, paragraphs, policies and/or to any documents published and/or accessible through the Website do not affect the interpretation of these Terms and Conditions of Use.
- 1.5. On occasion we refer to a statute, statutory provision or subordinate legislation made under a statute. These references are to be construed as being to that statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the last revision date of these Terms and Conditions of Use. Where we refer to a statute, that reference includes any subordinate legislation made under that statute whether before or after the date of the latest revision of these Terms and Conditions of Use.
- 1.6. A reference to "writing" or "written" includes faxes and emails unless otherwise stated.

2. ELIGIBILITY, REGISTRATION AND YOUR ACCOUNT

- 2.1. In order to be able to register as a Member of the Platform and use the Website, you must be at least eighteen years old. If you are under 18 years old, any purported Membership shall be void and invalid. However, we understand there are particular circumstances in which a minor can get a lift without being accompanied by an adult or legal guardian. If this is the case, the parents (or legal guardians) of the minor can make a booking directly from their profile. However, it is essential to inform the driver and ask for their approval beforehand to make sure they accept to give a minor a lift. It is also necessary that the parents (or legal guardians) or the driver have the appropriate safety equipment (a child seat or a booster) depending on the child's age and size, in accordance with the law. [Click here](#) to access a document to print in two copies and to be signed by both parties.
- 2.2. To become a Member of the Platform you must complete the registration process and accept these Terms and Conditions of Use. For the avoidance of doubt, any continued use of the Website represents your acceptance to these Terms and Conditions of Use. Registration is necessary for anyone wishing to access and/or use the Facilities. Information provided by you must be current, complete and accurate in all respects. Liftshare accepts no responsibility or liability for the inaccuracy of Member details. We have the right to refuse to grant you an account at our sole discretion. A Pending Member will become a Member once they have complied with this clause.
- 2.3. Subject to our right of refusal referred to above, upon complying with the conditions imposed by the registration process, you will be asked to choose a user id and password. This information is strictly private and confidential and you are entirely responsible for ensuring that this is not communicated to or shared with any other person. We are entitled (but not obliged) to terminate your account at any time if we become aware that you have disclosed your user id and/or password to any other person. Please note that you are entirely responsible for your posted content.
- 2.4. We are not obliged nor do we have the technical means to carry out checks on the identity of every person registered to use the Platform. The use of your account is expressly limited to you, and you are not entitled to transfer or share your account with any other person (temporarily or permanently). We are not liable if a Pending Member or Member's identity is used by another person. If for any reason, you have reason to believe that another person may be using your identification information or account you must inform us immediately by contacting us. To protect your privacy, we will suspend access or change access to your account as



soon as possible following our receipt of a notification from you that your password has been lost, stolen or otherwise compromised.

- 2.5. You are entirely responsible for any and all statements made and activities that occur through your account.
- 2.6. You are responsible for all equipment (including but not limited to all computer, software, telephone, internet and other telecommunication systems) used to access the Facilities, together with any charges or costs incurred as a result of its use.
- 2.7. You hereby acknowledge and agree that the Facilities and the Website is contingent on certain software applications from third party service providers. You hereby agree to the following third party terms (as updated from time to time) which shall apply to the Facilities and the Website in addition to these Terms and Conditions of Use:
 - 2.7.1. Google Maps/Google Earth Additional Terms of Service (and the documents referenced therein): https://www.google.com/help/terms_maps.html.

3. JOURNEY MATCHING AND SCOPE OF WEBSITE AND FACILITIES

- 3.1. The Website and/or the Facilities enable you to contact other Members with a view to sharing transport so that you can travel together and to search for travel companions. It is to help facilitate lift sharing arrangements between Members. The Website and/or the Facilities do not include arranging off-line meetings between Members, supplying access to the internet network, or providing an electronic communication service to the public. As such, we have no legal obligation to identify Members when they connect to the Website or to monitor content published by Members. Because we are unable technically to provide such services, we do not undertake contractually to identify Members or to moderate the content published by any of them (which remains their sole responsibility).
- 3.2. We shall not be liable for false declarations made by a Member. You are advised that whilst we may carry out some checks on Members we cannot guarantee the complete accuracy of the information supplied by them to us during registration. For the avoidance of doubt, no checks are made by us of Member's driving licences, authorisations, and vehicles (including whether they are roadworthy and/or whether current MoT certificates and/or insurances are held). You are strongly advised, therefore, to exercise caution and to satisfy yourself that the person or persons with whom you may travel are suitable and where you propose to be a passenger in a vehicle driven by them (or some person authorised by them) as to the validity of their (or the driver's) driving licence, insurances and any MoT certificates required for their vehicle (as appropriate). Therefore, it is imperative that you carry out all necessary investigations of your fellow travellers when arranging to share travel arrangements and transport. You must also take all relevant precautions when arranging to meet with another Member.
- 3.3. We shall not be held liable for any loss or damage arising from any accidents or incidents, or other consequences arising out of meetings between Members, whether on the Website, through any of the Facilities or in person during meetings between Members and/or non-Members as a consequence of the use of the Website and/or other Facilities. In addition, it is recommended that you tell someone who you trust when you arrange a meeting with another Member and that you arrange to meet in a public place initially.

4. RULES OF BEHAVIOUR

- 4.1. the Platform is designed to accommodate a diversity of interests and opinions. However, Members must conduct themselves in an appropriate manner. the Platform may not be used to post or transmit any unlawful, harmful, threatening, abusive, harassing, defamatory, or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would harm our business interests, constitute a criminal offence, exploit children and/or vulnerable adults, violate the rights of others, or otherwise violate any applicable local, state, national, or international law. We reserve the right to remove any group or participant, which in our sole judgement, breaches this condition and/or breaches the undertakings and/or obligations set out in conditions 4.3, 4.4 and 4.5 below. Please read our [guide to Car Sharing Etiquette and Members](#) can also refer to our [FAQ's](#) for guidelines, tips and simple answers as to how it all works.
- 4.2. Without prejudice to condition 12 (Termination) below, Members undertake not to use any of the Facilities (including the Website):
 - 4.2.1. in any way that breaches any applicable local, national or international law or regulation;
 - 4.2.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 4.2.3. for the purpose of harming or attempting to harm any person (including minors and/or vulnerable adults) in any way;
 - 4.2.4. to send, knowingly receive, upload, download, use or re-use any material which does not comply with condition 4.5 below;
 - 4.2.5. to advertise, promote, market, solicit orders for or offer to buy, sell, lease or license products, goods and facilities;
 - 4.2.6. to transmit, or procure the sending of, any unsolicited or authorised advertising or promotional material or any other form of similar solicitation;
 - 4.2.7. to knowingly transmit any data, send or upload any material or information that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
 - 4.2.8. to harvest, aggregate, mine, copy or otherwise collect information about others, including but not limited to names, email addresses, passwords, telephone numbers, usage information without their consent; and
 - 4.2.9. to attempt to gain unauthorised access to, tamper with, modify, or hack into any of the Facilities (including the Website).
- 4.3. You also undertake:
 - 4.3.1. not to reproduce, duplicate, copy, or sell all or any part of the Website and/or the Facilities;
 - 4.3.2. not to access without authority, interfere with, damage or disrupt:
 - 4.3.2.1. all or any part of the Website and/or the Facilities;
 - 4.3.2.2. all or any equipment or network on which the Website and/or any of the Facilities is stored;
 - 4.3.2.3. all or any software used in the provision of the Website and/or any of the Facilities; or
 - 4.3.2.4. all or any equipment or network or software owned or used by any third party;
 - 4.3.3. to use your user id and/or password solely for the purpose of your authentication for access to the Website and/or the Facilities. For the avoidance of doubt, you are prohibited from creating a Membership id/profile using a false identity for the purpose of misleading others (including us) of your identity or to impersonate another person; and
 - 4.3.4. to use the Website and/or the Facilities in accordance with the purpose set out in these Terms and Conditions of Use.
- 4.4. Without prejudice to condition 12 (Termination) below, you undertake to comply with the following obligations in relation to the content of the material which you may from time to time contribute to and/or upload onto the Website and/or the Facilities:
 - 4.4.1. to ensure that all content posted, published, uploaded, disseminated and/or broadcast in any form whatsoever is accurate, genuinely held and complies with applicable and prevailing law from time to time both in England and (where not posted,



uploaded, disseminated and/or broadcast in England) in the country from which it is so posted uploaded, disseminated and/or broadcast;

- 4.4.2. not to post, publish, upload, disseminate and/or broadcast in any form whatsoever content that contravenes the rights of any other person or that is defamatory, obscene, injurious, offensive, hateful and/or inflammatory, violent and/or inciting violence or terrorism, sexually explicit and/or promotes sexually explicit material, political or fraudulent, and, in general, any content that is contrary to the purpose of the Platform, prevailing laws or rules and/or prevailing acceptable norms and standards;
 - 4.4.3. not to post, publish, upload, disseminate and/or broadcast in any form whatsoever content that promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation and/or age;
 - 4.4.4. not to post, publish, disseminate, upload, broadcast and/or reproduce any information protected by copyright, trademark and/or other intellectual property or proprietary information and/or do anything which may infringe any copyright, database right, trade mark and/or other intellectual property of any other person, without first obtaining prior written consent of the owner of such proprietary works/information. For the avoidance of doubt and without any warranty that this is permitted and/or authorised, only public domain files, and files in which the author has given you express consent to copy and redistribute on-line or otherwise, may be uploaded to the Website and/or the Facilities, including any software files or libraries;
 - 4.4.5. not to post, publish, disseminate, broadcast and/or knowingly cause to be posted, disseminated, and/or broadcast in any form whatsoever content or links to third-party websites which constitute or promote a criminal offence, give rise to civil liability, promote any illegal activity and/or otherwise violate any local, state, national, or international law;
 - 4.4.6. not to post, publish, disseminate, upload and/or broadcast in any form whatsoever content that is likely to deceive, harass, upset, embarrass, alarm or cause annoyance, inconvenience or needless anxiety to any person;
 - 4.4.7. not to post, publish, disseminate, upload and/or broadcast in any form whatsoever content to impersonate any person or to misrepresent your identity or affiliation with any person;
 - 4.4.8. not to post, publish, disseminate and/or broadcast in any form whatsoever content which advocates, promotes and/or assists any unlawful act such as (by way of example only) copyright infringement and/or computer misuse;
 - 4.4.9. not to post, publish, disseminate or broadcast in any form content which could violate the privacy, data protection, proprietary and/or other rights of any person or entity, including any personal information provided by another Member (including their email address, postal address, telephone number) which would enable a Member to contact another Member without using the Platform;
 - 4.4.10. not to post, publish, disseminate and/or broadcast in any form whatsoever content in breach of any legal duty (including any contractual duty or a duty of confidence owed to any other person); and
 - 4.4.11. not to express and/or imply that any statements you make are endorsed by or emanate from us and/or the Website without our specific prior written consent.
- 4.5. Failure on your part to comply with all or any of the obligations and/or undertakings set out in conditions 4.3, 4.4 and/or this condition 4.5 will constitute a serious breach by you of your obligations to us and/or under these Terms and Conditions of Use. If you breach one or more of these obligations and/or undertakings, without prejudice to condition 12 (Termination) below, we shall be entitled to take all or any of the following steps:
- 4.5.1. immediate, temporary or permanent withdrawal of your right to use the Website;
 - 4.5.2. immediate, temporary or permanent removal of any posting or material uploaded by you to the Website;
 - 4.5.3. issue a warning to you;
 - 4.5.4. commence legal proceedings against you including for reimbursement of all costs on a full indemnity basis (including but not limited to, reasonable administration and legal costs) resulting from your failure to so comply;
 - 4.5.5. commence further legal action against you; and/or
 - 4.5.6. disclose such information to law enforcement and/or other competent authorities as we may reasonably feel is necessary.
- 4.6. The steps described in condition 4.5 above are not exhaustive, and we may take any other action which we deem to be appropriate acting in our absolute discretion.

5. ACCESS TO THE WEBSITE AND THE FACILITIES

- 5.1. Access to the Website and/or the Facilities is provided on an "as is, as available" basis. We reserve the right at any time and for any or no reason to limit, deny, modify or discontinue all or any part of the Website and/or the Facilities with or without prior notice to you. We shall not be liable to you or to any other person if, for any reason, all or any part of the Website and/or the Facilities are unavailable at any time and for any period (including in the event of their total or partial discontinuance by us).
- 5.2. You are responsible for making all arrangements necessary for you to have access to the Website and/or the Facilities. Without prejudice to condition 2.3, you are responsible for ensuring that all persons who access the Website and/or the Facilities through your internet connection are made aware of these terms, and that they comply with them.
- 5.3. We give no warranty that the Website and/or the Facilities and/or any graphics or other content you may download from time to time from the Website and/or the Facilities will meet your requirements, and/or that the Website and/or the Facilities will be uninterrupted, timely, secure, or error free; nor do we give any warranty as to the results that may be obtained from the use of the Website and/or the Facilities and/or as to the accuracy or reliability of any information obtained through all or any of the Website and/or the Facilities or that defects in all or any of the Website and/or the Facilities will be correct.
- 5.4. We aim to update the Website and/or the Facilities regularly, and may, at any time, change the content and/or archive or delete any of the journeys on the Website and/or the Facilities which are older than 6 months. If the need arises, we may suspend access to the Website and/or the Facilities and/or close it or them indefinitely. Any of the material on the Website and/or the Facilities may be out of date at any given time, and we shall be under no obligation to update such material.
- 5.5. We are under no obligation to oversee, monitor, review or moderate discussions, chats, postings, transmissions, and groups. We expressly exclude our liability for any loss or damage arising from the use of the Website and/or any Facilities by a Member in contravention of conditions 4.2, 4.3 and 4.4 of these Terms and Conditions of Use.

6. PRIVACY AND CONFIDENTIALITY

- 6.1. Our approach to the capture, storing, sharing and use of information and data (including data supplied by you) is set out in our [Privacy Policy](#).

- 6.2. Please read our Privacy Policy carefully as it is binding on you in relation to the processing of your Personal Data pursuant to your use of the Website and the Facilities. Please note that we send Members service related information by email from time to time.
- 6.3. We will keep all information which you provide to us which is reasonably confidential relating to your account in strict confidence, provided that it is not published or publicly used in the Website or the Facilities by you ("**Confidential Information**").
- 6.4. **PLEASE NOTE**—when you move to, or join, a Member community or scheme within the Facilities, you are permitting access to your data to be shared and accessed by Members of that community or scheme. We will obtain your approval before moving you to a new community or scheme and you may leave the community or scheme at any time upon providing us with notice.
- 6.5. We will only use your Confidential Information to the extent required in providing you with our services and operating the Website or the Facilities.
- 6.6. We may provide Confidential Information to our officers, employees, consultants, agents and subcontractors who need access to the Confidential Information in connection with discharging our obligations under these Terms and Conditions of Use, provided that they are subject to comparable confidentiality restrictions as this condition.
- 6.7. Nothing in these Terms and Conditions of Use will prevent us from using or disclosing any Confidential Information which:
 - 6.7.1. is in or comes into the public domain in any way without breach of these Terms and Conditions of Use by us or any person or entity to whom it makes disclosure;
 - 6.7.2. we can show was: (i) in our possession or known to us by being in our use or being recorded in its files prior to receipt from you and was not acquired by us under an obligation of confidence; or (ii) to have been independently developed by us without reference to the Confidential Information;
 - 6.7.3. we obtain or have available from a source other than from you, without breach by us, or such source of any obligation of confidentiality or non-use;
 - 6.7.4. is disclosed by us with your prior written approval; or
 - 6.7.5. is required by law to be released (e.g. by a court order), provided that, when permitted by the applicable law, you are given as much prior written notice as possible of such request.

7. INTELLECTUAL PROPERTY

Liftshare Background IP

- 7.1. With the exception of any pre-existing Intellectual Property Rights in any trade marks, logos, graphics and text or other intellectual property rights owned by a Client, which remain the exclusive property of a Client, the Intellectual Property Rights in the trade marks, logos, graphics, animations, images, software, code, algorithms and text used within the Facilities and those featured on the Website are our intellectual property ("**Liftshare IPR**") and, as such, the Website pages (or any part of them), the Facilities and/or elements of the Facilities may not be copied, reproduced, modified, published, disseminated, transmitted, used, licensed, represented, exploited for commercial gain and/or distributed in any form whatsoever, without our express written permission.
- 7.2. Any rights of use of any Liftshare IPR that may be granted by us to you are strictly limited to accessing, downloading, printing and reproduction on all media (including hard disks and removable storage media such as USB memory sticks, memory cards, CD / DVDs etc.) and to use of these documents for private and personal purposes only in the scope of and for the duration of the Member's membership of the Website. Any other use by the Member is strictly prohibited without our express written authorisation.
- 7.3. You must not:
 - 7.3.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Facilities (as applicable) in any form or media or by any means; or (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Facilities;
 - 7.3.2. access all or any part of the Facilities in order to build a product or service which competes with it;
 - 7.3.3. use the Facilities to provide services to third parties;
 - 7.3.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Facilities available to any third party; or
 - 7.3.5. attempt to obtain, or assist third parties in obtaining, access to the Facilities, other than as permitted by these Terms and Conditions of Use.

Member Content and Data

- 7.4. When you upload content and data, you hereby grant (and represent and warrant that you have the right to grant) to Liftshare a royalty-free, non-exclusive, transferable, irrevocable, worldwide licence (together with the right to grant sub-licences) to use, copy, reproduce, represent, adapt, modify, translate, scan, sub-licence, assign, transmit, and/or create derivative works to any and all content, information, data, images and/or materials you publish, upload, post on, disseminate, broadcast and/or distribute on and/or through the Website and/or the Facilities, solely to the extent necessary to perform the services of the Website ("**Member Content**"). This licence shall continue for the duration of your membership to the Website and for a period of 24 months thereafter in accordance with the retention period in our Privacy Policy, whereby it will automatically terminate and the Member Content will be deleted. Any non-Personal Data that is collected through any member registration process or otherwise shall be owned by Liftshare.
- 7.5. You hereby expressly authorise us to modify the Member Content in order to conform to the look and feel of the Website and/or the Facilities and/or communications media used by us and/or to make the Member Content compatible with any technical processes or appropriate media formats.
- 7.6. The rights referred to in condition 7.4 and condition 7.5 are worldwide and exist for the entirety of the agreement between us as described in these Terms and Conditions of Use.
- 7.7. You must not copy, reproduce or otherwise use for any purpose whatsoever any content relating to other Members except to the extent required for the purpose for which Membership of the Website is expressly permitted as described in these Terms and Conditions of Use.

8. UPLOADING CONTENT TO THE WEBSITE

- 8.1. Whenever you make use of a feature that allows you to upload any content, information, data, images and/or materials to the Website or to make contact with other Members, you must comply with the Rules of Behaviour set out in these Terms and Conditions of Use. In carrying out any uploading of any content, information, data, images and/or materials to the Website and/or the Facilities you warrant that you have complied with the Rules of Behaviour.

- 8.2. Any content, information, data, images and/or materials you upload to the Website and/or the Facilities will be considered non-confidential and non-proprietary and, without prejudice to condition 7.4, we have the right to use, copy, distribute and disclose to any other person any such content, information, data, images and/or materials for any purpose. We also have the right to disclose your identity to any person claiming that any content, information, data, images and/or materials published, uploaded, posted on, disseminated, broadcast and/or distributed on and/or through the Website and/or the Facilities constitutes a violation of their intellectual property rights, their right to privacy or any other applicable laws.
- 8.3. We shall be entitled to remove any content, information, data, images and/or materials you upload to and/or posting made on the Website and/or the Facilities if, in our opinion, such material does not comply with the Rules of Behaviour set out in these Terms and Conditions of Use. We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other Member of our Website.

9. LIMITATION OF OUR LIABILITY TO YOU

- 9.1. We shall have no responsibility for any personal or financial consequences, which result from the use of the Website and/or the Facilities. Liftshare is in no way responsible for the services and their fitness for purpose as provided by other Members of the Website including any responsibility for cancellation of agreements between Members.
- 9.2. The material displayed on the Website and/or the Facilities is provided without any guarantees, conditions or warranties as to its accuracy or completeness. Subject to condition 9.9, we and any and all third parties connected to us (including our employees, officers, agents, representatives and subcontractors) hereby expressly exclude:
- 9.2.1. any and all conditions, warranties and other terms (including any and all express or implied warranties) which might otherwise be implied by statute, common law or the law of equity;
- 9.2.2. all liability for any: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss or corruption of data (excluding Personal Data); loss of goodwill; wasted time, whether caused by tort (including our negligence), breach of contract, breach of statutory duty or otherwise; and
- 9.2.3. indirect and/or consequential loss or damage (i.e. where it is unforeseeable) incurred by you in connection with the use, inability to use, or arising (directly or indirectly) from use of the Website and/or the Facilities, any websites linked to either of them and/or any content, information, data, images and/or materials published, uploaded, posted on, disseminated, broadcast and/or distributed on and/or through the Website and/or the Facilities. For the avoidance of doubt, loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
- 9.3. You acknowledge and agree that neither we nor any of our employees, officers, agents, representatives and/subcontractors endorse the accuracy or reliability of any advice, opinion, statement or other information displayed, uploaded or distributed through the Website and/or any of the Facilities by us, by any of our partner organisations, by any Member and/or by any other person or entity. We shall not be responsible or liable for the content of such materials and/or the conduct of Members (whether offline or online). You are strongly advised to use caution and common sense when using the Website and/or the Facilities and in meeting people following contact made through the Website and/or the Facilities.
- 9.4. You acknowledge that Liftshare and its employees, officers, agents, representatives and/subcontractors do not pre-screen content, but that we (and those authorised by us) have the right (but not the obligation) in our sole discretion to refuse, edit, move and/or remove any content that is made available on or through the Website and/or the Facilities.
- 9.5. We do not control content posted on and/or disseminated through the Website and/or the Facilities and, as such, do not guarantee the accuracy, integrity or quality of any such content. You understand that by using the Website and/or the Facilities, you may be exposed to content that is offensive, indecent or objectionable. Under no circumstances will we be liable in any way for any content including for any errors or omissions in any content and/or for any loss and/or damage of any kind incurred as a result of the use of any content posted, emailed or otherwise disseminated and/or transmitted through the Website and/or the Facilities.
- 9.6. If you order goods and/or facilities from anyone other than Liftshare.com Limited whether through any commercial the Platform website and/or services accessible through the Website and/or the Facilities, all transaction terms including but not limited to purchase terms, payment terms, warranties, guarantees, maintenance, and delivery, are solely between you and the seller of the goods or facilities in question. You are solely responsible for fulfilling any contractual, e-commerce or other obligations you assume using the Website and/or the Facilities. We give no warranties or representations whatsoever with regard to any goods or facilities provided by the seller of the goods or facilities and shall not be liable for any costs and/or damages arising (directly or indirectly) from the goods and/or facilities ordered and/or from any actions or inactions of the seller of any of those items.
- 9.7. We shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond our reasonable control.
- 9.8. Subject to clause 9.9, our total liability to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with these Terms and Conditions of Use will be limited to a sum equal to £10,000 in the aggregate of all claims.
- 9.9. Nothing in these Terms and Conditions of Use shall exclude or limit our liability for (a) death or personal injury caused by negligence; (b) fraudulent misrepresentation or misrepresentation as to a fundamental matter; or (c) any other liability which cannot be excluded or limited under applicable law.

10. YOUR INDEMNITY TO US

- 10.1. You agree to indemnify us, our holding companies, our subsidiaries, our officers employees, agents, representatives and subcontractors against any and all claims, demands, costs, losses (excluding indirect and consequential losses), liabilities and expenses including legal expenses (on an indemnity basis) arising out of or relating to:
- 10.1.1. any breach by you of the Rules of Behaviour, including any abusive or unlawful behaviour on your part or by any person for whom you are responsible;
- 10.1.2. the Member Content infringing a third party's Intellectual Property Rights;
- 10.1.3. the Member Content's contents, accuracy or completeness; and/or
- 10.1.4. for any defamatory, offensive or illegal content, information or materials provided by you either directly or indirectly to us.

11. LINKS TO OTHER WEBSITES

- 11.1. Please note that links to websites created and/or maintained by organisations other than ourselves are available on or through the Website and/or the Facilities. However, we cannot accept any liability for the accuracy or content of such other websites and

we do not necessarily endorse the views expressed within any of them. We will not be held responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services on or through any such website or service. We cannot guarantee that these links will operate all of the time and we have no control over the availability of any linked pages.

12. TERMINATION

- 12.1. We may close your account on the Website and/or the Facilities at any time without cause, or if we believe, in our sole discretion, that you have violated any of the Rules of Behaviour set out in these Terms and Conditions of Use. We may also immediately terminate your Membership and right to access and/or use the Website and/or the Facilities if:
- 12.1.1. you breach the agreement made between us as set out in these Terms and Conditions of Use;
 - 12.1.2. we are unable to verify or authenticate (should we choose to do so without being obliged to do so) any information you provide to us or you fail to provide, when requested, at our sole discretion, sufficient proof of your identity through legal documents such as a valid driving license or passport;
 - 12.1.3. any information which you provide to us is inaccurate;
 - 12.1.4. we decide, in our sole discretion, that you have abandoned your account;
 - 12.1.5. we decide, in our sole discretion, to discontinue operating, maintaining and/or offering all or any of the Website and/or the Facilities; and/or
 - 12.1.6. you act in a manner which we decide, in our sole discretion, to be fraudulent and/or contravene any applicable anti money laundering legislation.
- 12.2. We shall not be liable to you or any third party for termination of your account on the Website and/or all or any of the Facilities.
- 12.3. Termination of your Membership and/or any closure of your account by us shall be without prejudice to any other rights and/or remedies that we may have including any and all claims under any indemnity set out in these Terms and Conditions of Use and/or any and all claims for damages in respect of any loss suffered as a result of breach of any of these Terms and Conditions of Use by you.
- 12.4. You may at any time, and with or without cause, terminate your registration with the Website and the Facilities and your Membership by cancelling your account via your 'Account' page and notifying us of that cancellation. By cancelling your account, you agree to comply with our conditions for termination which may include, but are not limited to, removing any outstanding bookings.
- 12.5. In the event of termination of your Membership you will remain obligated not to violate the rights and/or privacy of any person or entity with respect to any materials you may have received or downloaded through and/or from the Website and/or the Facilities.

13. MATTERS OUTSIDE OF OUR CONTROL (FORCE MAJEURE)

- 13.1. Neither party shall be liable for any failure to perform its obligations under these Terms and Conditions of Use if such failure results from circumstances which could not reasonably be contemplated at the time of entering into these Terms and Conditions of Use and which are beyond the parties' reasonable control (including, without limitation, strikes, lock-outs or other industrial disputes (involving the workforce of Liftshare), failure of a utility service or transport network, war, riot, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, pandemic or epidemic, accident, fire, flood, storm or default of suppliers or sub-contractors). If such a force majeure event continues for a period of 30 days or more, either party may terminate these Terms and Conditions of Use immediately by providing the other party with written notice.

14. VARIATIONS TO TERMS AND CONDITIONS OF USE

- 14.1. The information, material and/or content provided in the pages of the Website and/or the Facilities may be changed at any time and from time to time without notice. We may revise these Terms and Conditions of Use at any time without prior notice by amending this page. You agree that you will check this page on the Website on a regular basis to take notice of any changes that are made, as they are binding on you. Some of the provisions contained in these Terms and Conditions of Use may also be superseded by provisions or notices published elsewhere on our Website.

15. ENTIRE AGREEMENT AND MISCELLANEOUS PROVISIONS

- 15.1. These Terms and Conditions of Use, and the pages on the Website and/or the Facilities to which these Terms and Conditions of Use refer, constitute the entire agreement between us. They cancel and supersede all prior understandings, proposals, agreements, negotiations, and discussions between us whether written or oral.
- 15.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions of Use. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms and Conditions of Use.
- 15.3. If any provision (or part of any provision) of these Terms and Conditions of Use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions will continue in force without being impaired or invalidated in anyway.
- 15.4. No forbearance, delay or indulgence by either of us in enforcing our respective rights shall prejudice or restrict those rights. Neither of us shall be deemed to have waived any of our respective rights under these Terms and Conditions of Use because of our respective failure or delay in exercising that right.
- 15.5. You may not assign, transfer and/or subcontract all or any of your rights and/or obligations under the agreement between us set out in these Terms and Conditions of Use which are personal to you and any attempt on your part to the contrary is void. Liftshare may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms and Conditions of Use. The agreement made between us as evidenced in these Terms and Conditions of Use shall inure to the benefit of and be binding upon each of our successors and assigns.
- 15.6. Nothing in these Terms and Conditions of Use is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 15.7. Any legal notice given under these Terms and Conditions of Use by either party to the other must be in writing and may be delivered personally or by first class post and in the case of post will be deemed to be given two working days after the date of posting. Notices must be delivered or sent to the other party's registered business address or to any other address notified in

writing by either party to the other for the purpose of receiving notices. Serving notice by email or fax will not be accepted as an effective method of providing notice of a claim under Terms and Conditions of Use.

16. RIGHTS OF THIRD PARTIES

16.1. A person who is not a party to the agreement between us has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any provision of these Terms and Conditions of Use.

17. JURISDICTION AND GOVERNING LAW

17.1. These Terms and Conditions of Use and the agreement made between us and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and will be interpreted in accordance with the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction in respect of any claim or dispute which may arise in connection with these Terms and Conditions of Use or in connection with and/or arising from any use of the Website and/or the Facilities.

18. CONCERNS

18.1. If you have any concerns about any material whatsoever which appears on the Website and/or the Facilities, please [contact us here](#).

18.2. If you believe that any communication made through or on the Website and/or any of the Facilities infringes any legal rights that you may have or is in breach of any of these Terms and Conditions of Use (including the Rules of Behaviour) or know of or suspect any unauthorised posting of or attempt to post any communications, you should notify us immediately with specific details by [raising a support ticket](#).

18.3. You agree to comply with all reasonable requests from us, the police, or any statutory or regulatory authorities in identifying any unauthorised users of the Website and/or the Facilities.