

# Terms of use

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## Website usage terms and conditions

Welcome to our website. If you continue to browse and use the OMITS, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern OMITS' relationship with you in relation to this service. If you disagree with any part of these terms and conditions, please do not use our service

You may use the OMITS through the domain [www.ndjse.com](http://www.ndjse.com), through a different domain or sub-domain (including via third party domains) or through mobile phone applications. This Agreement applies to your use of the OMITS regardless of the method through which it is accessed.

## Definitions

- The term **'OMITS'** (Open Mode Integrated Transit System) or **'us'** or **'we'** refers to the owner of the website.
- The term **'you'** refers to the user or viewer of our website.
- **"Drive"** means a User who arranges to provide rides to passengers
- **"Rider"** means a User who obtains rides from Drivers.
- **"Trip"** means an arranged trip between a Driver and one or more Riders.
- **"User"** means any registered user of the OMITS

## Service Summary

The OMITS matches riders and drivers together in order to provide real time ride sharing including carpooling, vanpooling and public transit.

## Terms of use

### *Website*

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of The United States of America

## *Requirements to Access the Service*

*By registering for the OMITS, you certify that the following are all true:*

### **For all Users:**

- You are at least 18 years of age;
- You have not have committed any felony or serious criminal offense ever or any misdemeanour within the past three (3) years.

### **For Drivers:**

- You have a current and valid driver's license;
- You carry all insurance required by law in order to operate a motor vehicle in the state/county/country where your vehicle is registered;
- You carry liability insurance that covers bodily injury to all occupants of your vehicle;
- You have no record of convictions for serious driving offenses;
- You are medically fit to act as a Driver;
- You have volunteered to be a driver and have not been designated by a group or company as a driver and receive no compensation from a group or company for driving;
- You are an independent party participating, with others, in a voluntary, not for profit, ridesharing arrangement.
- You follow prescribed manufacturer preventative and maintenance standards for the vehicle(s) you use.
- If at any time you do not meet or continue to meet the eligibility requirements listed in this section, you must notify us immediately and you will have no right to use or continue to use the OMITS. OMITS reserves the right, in its sole discretion, to refuse or deny access to the OMITS to any individual for any reason or no reason.

### **Technical Requirements**

It is under your responsibility to provide a valid e-mail address and e-mail account. Should your e-mail address change, please update it on the website.

Drivers must have a compatible mobile phone and download the phone application. They will carry the mobile phone during the Trip in order for the Trip to be registered on OMITS. It is the driver's responsibility to be informed on the regulation and legislation relating to the use of mobile phone while driving.

For using mobile phone applications to access the OMITS, a mobile device with services from a service provider and a plan which allows you access to OMITS mobile phone application and SMS capabilities is required. You are responsible for paying all fees that your service provider may charge you for using the OMITS through your mobile/cell phone. Should your mobile/cell number or service provider change, please record your updated mobile/cell phone information on the website.

*The OMITS is for personal, non-commercial use, and you may not use it to operate a business of providing transportation to Rider*

### *Acceptable Use*

We reserve the final right to judge acceptable use of the OMITS service. We also reserve the final right to change, delete or de-activate any user's account or information as required to ensure acceptable use without any liability to any party whatsoever and without any notice. We may suspend or terminate your account if we suspect that you have engaged in fraudulent activity in connection with the OMITS service or any activity we believe is not compliant with our Terms of Use and Privacy Policy statement.

You must not:

- Damage, disable, overburden, or impair the OMITS or any network connected to it.
- Resell or redistribute the OMITS or any part of it;
- Use any unauthorized means to modify, reroute, or gain access to the service
- Harm or disrupt another user's computer or illegally access software or bypass security on websites, or servers, including but not limited to spamming;
- Mislead other users by providing inaccurate information.
- Use any automated process or service to access or use the service.

You agree you will not upload, post, transmit, transfer, distribute or facilitate distribution of any content or otherwise use the service in any way to:

- Harass, defame, or threaten another user, person or organization;
- Interfere with another user's rights to privacy;
- Distribute chain letters, surveys or contests;
- Post any material that is defamatory, obscene or indecent;
- Post any trademarks, logos or copyrighted material without the authorization of the owner;
- Post any materials that may damage the operation of a computer (such as a virus, worm or trojan horse);
- Advertise or sell any goods or services.

### **Disclaimer of Warranties**

THE OMITS IS PROVIDED ON AN “AS IS” BASIS “WITH ALL FAULTS” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. TO THE FULL EXTENT PERMITTED BY LAW, OMITS, OMITS PARTNERS AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE OMITS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, WORKMANLIKE EFFORT, LACK OF NEGLIGENCE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. OMITS DOES NOT WARRANT THAT THE OPERATION OF THE OMITS SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

### **Limitation of liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT WILL OMITS OR ITS SUPPLIERS OR LICENSORS, BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (I) ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (II) THE COST OF PROCUREMENT OR SUBSTITUTE PRODUCTS OR SERVICES; (III) INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; (IV) ANY STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY UNAUTHORIZED ACCESS TO OR ALTERATIONS OF YOUR CONTENT. WE SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND OUR REASONABLE CONTROL.

THE FOREGOING SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.