



PELIVAN TRANSIT (referred to as PELIVAN) Terms of Use

PLEASE READ THESE TERMS CAREFULLY AS THEY CONSTITUTE A BINDING CONTRACT BETWEEN YOU AND PELIVAN.

Acceptance:

This agreement is a legally binding contract governing your access to and use of the PELIVAN website and app (called PELIVAN Transit). Each time you access or use the PELIVAN website and app, you accept and agree to these Terms. If you do not agree to any of these terms, please do not use the app. If you are under 18 years of age, you represent and agree that you possess the legal consent of your parent or guardian to access and use the service.

The PELIVAN website and App may contain links to third party websites that are not owned or controlled by PELIVAN. PELIVAN have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, PELIVAN will not and cannot censor or edit the content of any third-party site. By using the PELIVAN website or App, you expressly relieve PELIVAN from any and all liability arising from your use of any third-party website.

Changes:

Terms are subject to change at PELIVAN's discretion, at any time. Your continued use of the service after a change to these Terms constitutes your binding acceptance of the Terms. Terms may be revised at any time by posting an updated version. You should visit this page periodically to review the most current Terms as you are bound by them. Continued use of the Service after a change to these Terms constitutes your binding acceptance. Notification of such a change will be made by changing the last updated date at the top of the Terms.

The Service:

The "Service" means any website, mobile application or internet service under PELIVAN's control or its affiliate technology provider, Via Transportation, Inc. ("Via") whether partial or otherwise, in connection with providing Via's online platform that connects users with vehicle sharing transportation providers in Oklahoma. Each reservation a user makes with such vehicle-sharing transportation providers on the Service is a "Reservation," and each ride taken through a Reservation is a "Ride." By using the Service to make a Reservation for a Ride, you elect to use a ridesharing transportation service.



Eligibility to Use the Service:

No one under the age of 18 is allowed to register with or use the Service without the consent of a parent or guardian. If you are under the age of 18, by registering for and using the Service, you warrant and represent that you have consent to do so from a parent or guardian. If you are a parent or guardian of a minor who has registered for or used the Service without your consent, please contact pelivanhelpdesk@gmail.com.

If you are using the Service on behalf of a company, entity, or organization, then you represent and warrant that you are an authorized representative of that Organization, have the authority to bind that Organization to these Terms; and agree to be bound by these Terms on behalf of that Organization.

Your Account:

You are responsible for log-in credentials and for keeping information accurate. You are responsible for any activity resulting from the use of your log-in credentials on the Service as well as represent and warrant that the information provided to the Company upon use of the Service and at all other times, will be true, accurate, current, and complete.

To use the Service, you may need to log-in by providing a username, password, and cellular phone number. Your account will be personal to you. You may NOT share account information with, or allow access to your account by, any third party. You will be responsible for all activity that occurs under your access credentials (including, without limitation, the behavior of any other people that travel in your party), you agree to use reasonable efforts to prevent unauthorized access to or use of the Service and to preserve the confidentiality of your username and password, and any device that you use to access the Service.

You agree to notify us immediately of any breach in secrecy of your log-in information. If you have any reason to believe your account information has been compromised or that your account has been accessed by a third party, you agree to immediately notify the Company by email to pelivanhelpdesk@gmail.com. You will be solely responsible for the losses incurred by the Company and others due to any unauthorized use of your account.

You agree not to create more than one User Account. PELIVAN reserves the right to deactivate any additional or duplicate User Accounts. You may not create a User Account for someone else unless you have the legal authority to do so. You agree not to provide any false information for the purpose of creating a User Account or accessing the PELIVAN services.





Payments and Billing:

PELIVAN charges a fare for use of the public transportation service. Payment is due at booking or at time of pick up. Failure to pay fare at the time of service may result in the suspension of your account, in PELIVAN's sole discretion. All fares are non-refundable and exclusive of taxes and other government surcharges. Repeated cancellations or instances of 'no-shows' may be indicative of system misuse and may result in the suspension or deactivation of your account in PELIVAN's sole discretion. PELIVAN reserves the right to establish, remove, consolidate, and revise fare, fees for services obtained through the use of PELIVAN, at any time.

Additional Guests:

When you make a reservation, you must indicate how many people are traveling in your party. If you do not, PELIVAN reserves the right to refuse service to additional guests or charge an additional fee. You will remain responsible for the conduct of each individual traveling in your party.

Network Access and Devices:

You are responsible for obtaining access to the internet, data network and compatible hardware or devices necessary to use the VIA services. Your mobile network's data and messaging rates and fees may apply if you access or use the PELIVAN app from your mobile device. PELIVAN does not guarantee that any component of the PELIVAN service will function on any particular hardware or device. Furthermore, PELIVAN services may be subject to malfunctions and delays inherent to the use of the internet and electronic communications.

Consent to Communications:

You agree that by using PELIVAN services, PELIVAN or Via may communicate with you by email, text message (such as SMS, MMS or successor protocols or technologies) or posting notice on the Service. You agree to receive email at the email address provided for customer service-related purposes. You expressly agree that PELIVAN or its provider may send you text messages, including automated text messages, prerecorded or artificial voice messages and calls and text messages that are generated by automatic telephone dialing systems. Message and data rates may apply to phone calls and text messages sent from PELIVAN to you and from you to PELIVAN. Check your phone plan and contact your carrier for details. Calls or texts may be sent for the following purposes:

- Verifying or updating your User Account information or access credentials
- Transactional, administrative and operative communications regarding your User Account (e.g. notifications about the status of your Reservation, notifications about suspected fraud or unlawful activity). SMS text messages may be sent to the phone number you



provide upon registering with the Service (i) when you register with the Service, (ii) when you make a Reservation, (iii) when your vehicle is approaching the designated pick-up location, (iv) when your vehicle is at the designated pick-up location, and (v) when you reset your password with the Service.

- Promotional emails
- News or legal or regulatory developments

You acknowledge that telephone calls to or from PELIVAN may be monitored and recorded consistent with all applicable laws and you agree to such monitoring and recording.

Content Ownership and Use:

PELIVAN owns or has rights to all the content available through the Service. PELIVAN hereby grants you permission to access and use the Website and App as set forth in these Terms of Use, provided that you agree not to distribute in any medium any part of the Website or App, you agree not to alter or modify any part of the Website or the App, you agree not to use the Website or App for any commercial use, without the prior written authorization of PELIVAN, but you may use it as you use the Service. You cannot use PELIVAN's logo without written permission. The contents of the Service include designs, text, graphics, images, video, information, logos, button icons, software, audio files, computer code, and other PELIVAN content and are the property of PELIVAN or its licensors and are protected under copyright, trademark, and other laws (collectively, "PELIVAN content").

License:

PELIVAN authorizes you, subject to these Terms, to access and use the Service solely to make Reservations. Any other use is expressly prohibited. This license is revocable at any time without notice and with or without cause. Unauthorized use of PELIVAN Content may violate copyright, trademark, and applicable communications regulations and statutes and is strictly prohibited. PELIVAN reserves the right to discontinue any aspect of the Website or App at any time.

Restriction and Termination of Access:

PELIVAN reserves the right to temporarily or permanently restrict your User Account and your access to the PELIVAN services at its sole discretion and for any reason. Further, PELIVAN may in its sole discretion and without liability modify, suspend, or discontinue at any time, with or without notice, any aspect of the PELIVAN services offered to you.

Your rights under this Agreement terminate automatically without notice if you fail to comply with these Terms that may apply to you. PELIVAN may restrict your access to PELIVAN services, suspend your User Account, or deactivate or otherwise permanently terminate your User Account at its



sole discretion, immediately, at any time, and for any reason PELIVAN reserves the right to block access to the PELIVAN services from any User Account.

PELIVAN has the right to investigate and prosecute violations of this Term of Use to the fullest extent of the law. PELIVAN reserves the right to involve and cooperate with federal, state, and local law enforcement authorities in prosecuting users to violate these Terms in a criminal manner. You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of these Terms and your use of the Service.

You may terminate these Terms, except for those provisions that survive termination, at any time by deactivating your User Account, uninstalling all PELIVAN apps (if applicable) and ceasing all use of PELIVAN.

Warranty Disclaimers:

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, PELIVAN, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. PELIVAN MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS WEBSITE'S OR APP'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS WEBSITE OR THE APP AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY

- (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT,
- (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE OR APP,
- (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,
- (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE OR THE APP,
- (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE OR THE APP BY ANY THIRD PARTY, AND/OR
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SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

Limitation of Liability:

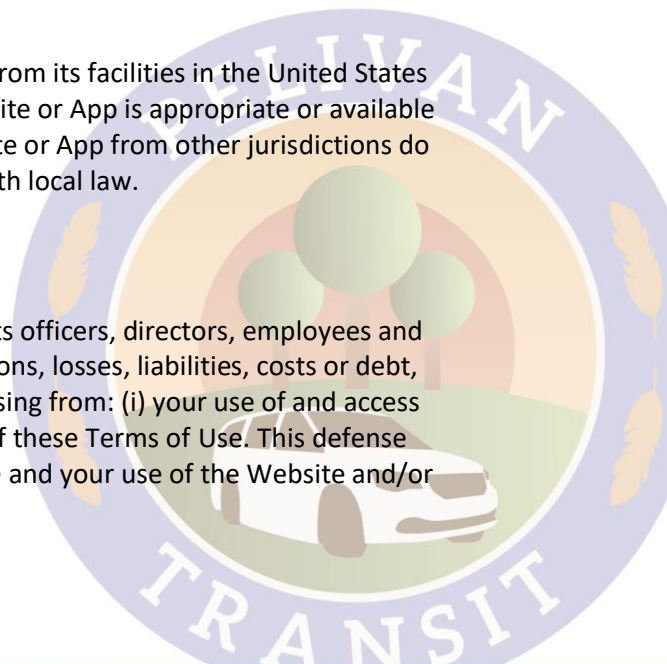
IN NO EVENT SHALL PELIVAN, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY

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- (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT MADE AVAILABLE VIA THE WEBSITE OR APP, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Website and App are controlled and offered by PELIVAN from its facilities in the United States of America. PELIVAN makes no representations that the Website or App is appropriate or available for use in other locations. Those who access or use the Website or App from other jurisdictions do so at their own volition and are responsible for compliance with local law.

Indemnity:

You agree to defend, indemnify and hold harmless PELIVAN, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website and/or App; or (ii) your violation of any term of these Terms of Use. This defense and indemnification obligation will survive these Terms of Use and your use of the Website and/or App.





General Terms:

These Terms constitute the entire agreement between you, PELIVAN, and Via concerning your use of the Service. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. The section titles and annotations in these Terms are for convenience only and have no legal or contractual effect.

