

## **WEBSITE TERMS AND CONDITIONS OF USE**

These terms and conditions of use and the Privacy Statement (together 'Terms of Use') apply to all users of Smart Trips' ridematching Website (the 'Website'). By clicking the "I accept" button when you log in you are stating that you agree to be bound by all of these Terms of Use. If you do not agree to be bound by these Terms of Use then you should stop using and accessing the Website.

### **Accepting/Providing Rides**

RideShark is an online system that provides a matching system that allows individuals to find and accept car pooling and/or vanpooling arrangements. Use of the system is voluntary and entirely at the discretion of participants.

THE WEBSITE IS OFFERED FREE OF CHARGE AND STRICTLY AS A CONVENIENCE AND SERVICE TO COMMUTERS SEEKING RIDE-MATCHING SERVICES. POTENTIAL RIDESHARE USERS SHOULD EXERCISE CAUTION AND DISCRETION, AND GENERALLY TAKE WHATEVER STEPS HE/SHE DEEMS NECESSARY TO ENSURE HIS/HER PERSONAL SAFETY. YOU ACCEPT FULL PERSONAL RESPONSIBILITY FOR ANY RIDE THAT YOU MAY ACCEPT OR PROVIDE THROUGH THIS SERVICE. SMART TRIPS, housed within the Knoxville-Knox County Metropolitan Planning Commission, ACCEPTS NO RESPONSIBILITY FOR ACTIONS OF ANY INDIVIDUALS USING THE WEBSITE.

You must be at least 18 years of age to use this Website.

### **Safety**

No background checks of drivers or participants, driver record checks or insurance checks are undertaken by SMART TRIPS. In addition, SMART TRIPS does not make any assurances or certifications regarding the condition, suitability or safety of the vehicles being used by participants in the carpooling or bike partner system, the reliability or driving ability of participants or drivers, or whether those participants and drivers are insured. Smart Trips recommends that participants exercise caution when selecting a potential carpool or bike partner.

**By participating in the system, you are agreeing that you are entirely responsible for your own safety while using the carpooling system.**

### **Insurance Coverage**

It is the responsibility of individuals participating in a carpool matching system to notify their insurance provider of their intent to carry non-family passengers and to ensure that they have adequate coverage to protect both themselves and their passengers. It is the responsibility of the individual accepting a ride in a carpool to ensure that the driver of the vehicle has an acceptable driving record, is licensed

accordingly and has adequate insurance to protect both driver and passengers.

### **Privacy**

Certain information about your use of the Website and personal information that you supply to Smart Trips are subject to our Privacy Policy. We may use this information for verification of your identity and assisting you in case you forget your password or login details for use of the Website; to allow you to use the Website and to match you with potential rideshare partners; to provide you with further information about the Website or other services offered by us or which we consider may be of interest to you; to keep the Website relevant and of interest to users; to respond to any requests for information made by your employer; or to investigate any complaints relating to misuse of the Website or misconduct in relation to rideshares organized directly or indirectly through the Website and to take any action we deem necessary to protect the safety of yourself and others in relation to those complaints. For more information, please review our full Privacy Statement.

### **Reliance Upon Information and Password**

To be a registered user of the Website ('Registered User') you must complete the registration process by providing us with current, complete and accurate information as prompted by the registration form ('Registration Data'). You agree to maintain and update this Registration Data as required to keep it current, complete and accurate. When you register you will be provided with a user ID and password. You must ensure that your password is kept secure and confidential and that it is not revealed to any person. You are entirely responsible for any and all activities that occur under or through the use of your password. You agree that Smart Trips can reasonably rely upon any use of your password, including for our disclosure of information relating to your Registration Data. You should notify Smart Trips immediately if you become aware of any unauthorized use of your password or if you believe your password is no longer secret and we will cease relying on that password. You release Smart Trips, its officials, officers, employees and agents from any claim and won't make any claim against Smart Trips in respect of or arising from any reliance by Smart Trips upon any use of your password, including Smart Trips disclosing personal information relating to your Registration Data. You agree to indemnify and hold Smart Trips, its officers and employees harmless from any claims, actions, costs (including legal costs), or losses by Smart Trips or any third party due to or arising out of reliance by Smart Trips or any third party upon any acts carried out, requests made or information provided through the use of your password.

### **Registered User Conduct**

You agree that:

- a. you will not use your access to the Website, or any rideshare organized directly or indirectly through the Website, for any purpose that is unlawful or prohibited by the Terms of Use;

- b. you will use your access to the Website solely to arrange rideshares for your own purpose and will not use the Website for any other purpose including arranging rideshares on behalf of any other person;
- c. you will not use the Website to directly or indirectly:
  - i. defame, abuse, harass, stalk or threaten others;
  - ii. collect information about others, including email addresses, without their consent;
  - iii. create a false identity;
  - iv. transmit or upload any material that contains harmful or deleterious computer programs (including, without limitation, viruses, trojan horses, worms, time bombs or cancelbots);
  - v. transmit or upload any computer programs or other material in breach of any intellectual property laws, rights of privacy or any other applicable laws;
  - vi. interfere with or disrupt networks connected to the Website or violate the regulations, policies or procedures of such networks;
  - vii. attempt to gain unauthorized access to the Website, other accounts, computer systems or networks connected to the Website, through password mining or any other means; and
  - viii. interfere with another member's use and enjoyment of the Website.
- d. you will comply with all relevant laws and regulations and are solely responsible for all acts or omissions that occur under your or through the use of your password.

### **Provision of Services**

We may modify, suspend or discontinue any or all of the contents of the Website from time to time in our absolute discretion.

### **Termination**

We may terminate your access to the Website at any time, with or without cause, with or without notice, effective immediately, for any reason whatsoever. If you wish to terminate your status as a Registered User of the Website your only recourse is to discontinue your use of the Website and notify us that you have terminated your membership. Upon termination, your right to use the Website immediately ceases.

### **Communications from Us**

You agree that we may send email, newsletters and other forms of communications (whether or not in electronic form) to you from time to time.

## **LIMITATION OF LIABILITY**

### **Indemnification**

You agree to indemnify and hold Smart Trips, its officials, officers, employees and its agents harmless from any claims, actions, costs (including legal costs), or losses by any third party due to or arising out of your use of or conduct in relation to the Website, including without limitation a breach of these Terms of Use.

### **Copyright and Limited Reproduction Notices**

The contents of the Website are the copyright of Smart Trips and its licensees. No part of the Website may be distributed or copied for any commercial purpose and you are not permitted to incorporate the material or any part of it in any other work or publication (whether in hard copy, electronic or any other form). No part of the Website may be resold, published, copied, reproduced, transmitted or stored (including in any other website or other electronic form) except that you may print, or download to your hard drive, extracts from the Website only for your own use.

### **Amendment**

Smart Trips reserves the right, in its sole discretion, to modify, alter or otherwise update these Terms of Use at any time. Such modifications shall be effective immediately upon posting. We will notify you of any changes by updating the "Last Updated" notice next to the link to these terms and conditions on the Website. By using this Website after we have posted notice of such modifications, alterations or updates you agree to be bound by such revised terms. These terms and conditions were last updated on March 28, 2011.

### **Linking**

The contents of the Website may include links to third party materials ('linked sites'). Smart Trips will not be responsible for the contents of any linked site or liable for any direct or indirect loss or damage suffered by you from accessing, using, relying on or trading with third parties. These links are provided to you only as a convenience, and the inclusion of any link does not imply our endorsement of the site or any association with their operators. We reserve the right to prohibit links to the Website and you agree to remove or cease any link upon our request. You may not frame any part of the Website material by including advertising or other revenue generating material.

### **Advertisers**

Any dealings with any advertiser appearing on the Website are solely between you and the advertiser or other third party. We are not responsible or liable for any part of any such dealings or promotions.

### **Law**

These Terms of Use are governed by and will be construed in accordance with the laws of the State of Tennessee and the United States of America.

### **Extension of this Agreement to SurveyPeople Corp.**

You hereby also agree to extend this Terms and Conditions Agreement to SurveyPeople Corp., developers of RideShark. You agree to indemnify and hold harmless SurveyPeople Corp, its officers and employees, from any and all liability for personal injury, death, property damages and any other loss, and resulting claims (including legal costs) or actions, arising from your participation in or involvement in the Smart Trips program.

**Severability**

If any portion of these Terms of Use are deemed to be invalid, illegal or unenforceable the remaining provisions shall remain in full force and effect.

**Contact**

If you have any questions or concerns in relation to the Website or these Terms of Use, wish to report unauthorized use of your password or wish to terminate your registration please contact us at [smartrips@knoxtrans.org](mailto:smartrips@knoxtrans.org)