

Terms of Use

(1)

ACCESS TO THE easitWEBSITE AND THE FACILITIES

1.1

Access to the easitWEBSITE 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 easitWEBSITE 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 easitWEBSITE 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).

1.2

You are responsible for making all arrangements necessary for you to have access to the easitWEBSITE and/or the Facilities. Without prejudice to condition 14.3, you are responsible for ensuring that all persons who access the easitWEBSITE and/or the Facilities through your internet connection are made aware of these terms, and that they comply with them.

1.3

We give no warranty that the easitWEBSITE and/or the Facilities and/or any graphics or other content you may download from time to time from the easitWEBSITE and/or the Facilities will meet your requirements, and/or that the easitWEBSITE 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 easitWEBSITE and/or the Facilities and/or as to the accuracy or reliability of any information obtained through all or any of the easitWEBSITE and/or the Facilities or that defects in all or any of the easitWEBSITE and/or the Facilities will be correct.

1.4

We aim to update the easitWEBSITE and/or the Facilities regularly, and may, at any time, change the content and/or archive or delete any of the journeys on the easitWEBSITE and/or the Facilities which are older than 6 months. If the need arises, we may suspend access to the easitWEBSITE and/or the Facilities and/or close it or them indefinitely. Any of the material on the easitWEBSITE and/or the Facilities may be out of date at any given time, and we shall be under no obligation to update such material.

1.5

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 easitWEBSITE and/or any Facilities by a User in contravention of condition 17.5 of these Terms of Use.

(2)

PRIVACY

2.1

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 which appears at the end of (and forms part of) these Terms of Use. You are strongly advised to read our Privacy Policy carefully.

2.2

Road Pals will not host the Users' data on a server located outside the European Economic Area (the "EEA").

(3)

INTELLECTUAL PROPERTY

3.1

Our content

With the exception of any pre-existing intellectual property rights in any trademarks, logos, graphics and text or other intellectual property rights owned by a Client, which remain the exclusive property of a Client, the trademarks, logos, graphics, animations and text used within the Facilities and those featured on the easitWEBSITE are our intellectual property ("Road Pals IPR") and, as such, the easitWEBSITE 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.

3.2

Any rights of use of any Road Pals IPR that may be granted by us to you are strictly limited to accessing, downloading, printing and reproduction on all media (including hard disks & 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 Users' access to the easitWEBSITE. Any other use by the Users is strictly prohibited without our express written authorisation.

3.3

Your Content

When you upload content, you hereby grant (and represent and warrant that you have the right to grant) to us a royalty-free, non-exclusive, non-transferable 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 easitWEBSITE and/or the Facilities, solely to the extent necessary to perform the services of the easitWEBSITE ("Your Content"). Any and all User data (such as name, address and e-mail address) that is collected through any User registration process or otherwise shall be owned by Road Pals.

3.4

You hereby expressly authorise us to modify Your Content in order to conform to the look and feel of the easitWEBSITE and/or the Facilities and/or communications media used by us and/or to make Your Content compatible with any technical processes or appropriate media formats.

3.5

The rights referred to in condition 3.3 and condition 3.4 are worldwide and exist for the entirety of the agreement between us as described in these Terms of Use.

3.6

You must not copy, reproduce or otherwise use for any purpose whatsoever any

content relating to other Users except to the extent required for the purpose for which Users of the easitWEBSITE is expressly permitted as described in these Terms of Use.

(4)

Uploading content to the easitWEBSITE

4.1

Whenever you make use of a feature that allows you to upload any content, information, data, images and/or materials to the easitWEBSITE or to make contact with other Users, you must comply with the Sharing etiquette set out in these Terms of Use. In carrying out any uploading of any content, information, data, images and/or materials to the easitWEBSITE and/or the Facilities you warrant that you have complied with the Sharing etiquette and you agree to indemnify us for any breach of that warranty.

4.2

Any content, information, data, images and/or materials you upload to the easitWEBSITE and/or the Facilities will be considered non-confidential and non-proprietary and, without prejudice to condition 3.3, 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 easitWEBSITE and/or the Facilities constitutes a violation of their intellectual property rights, their right to privacy or any law.

4.3

We shall be entitled to remove any content, information, data, images and/or materials you upload to and/or posting made on the easitWEBSITE and/or the Facilities if, in our opinion, such material does not comply with the Sharing etiquette set out in these Terms 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 Users of our easitWEBSITE.

(5)

Limitation of our liability to you

5.1

Use of the easitWEBSITE or any of its tools or features shall be done so entirely at your own risk.

5.1.1

We shall have no responsibility for any personal or financial consequences, which result from the use of the easitWEBSITE and/or the Facilities. The easitNETWORK is in no way responsible for the services and their fitness for purpose as provided by our partners, Users or Members of the easitWEBSITE including any responsibility for cancellation of agreements between Users.

5.2

The material displayed on the easitWEBSITE and/or the Facilities is provided without any guarantees, conditions or warranties as to its accuracy or completeness. To the fullest extent permitted by law, we and any and all third parties connected to us (including our employees, officers, agents, representatives and/subcontractors) hereby expressly exclude:

5.2.1

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;

5.2.2

any and all liability for any direct,

5.2.2.1

loss of income or revenue;

5.2.2.2

loss of business;

5.2.2.3

loss of profits or contracts;

5.2.2.4

loss of anticipated savings;

5.2.2.5

loss of data;

5.2.2.6

loss of goodwill;

5.2.2.7

wasted time, whether caused by tort (including our negligence), breach of contract, breach of statutory duty or otherwise, even if any such loss and/or damage is reasonably foreseeable.

5.2.2.8

indirect and/or consequential loss or damage; incurred by you in connection with the use, inability to use, or arising (directly or indirectly) from use of the easitWEBSITE 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 easitWEBSITE and/or the Facilities.

5.3

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 easitWEBSITE and/or any of the Facilities by us, by any of our partner organisations, by any Users 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 Users (whether offline or online). You are strongly advised to use caution and common sense when using the easitWEBSITE and/or the Facilities and in meeting people following contact made through the easitWEBSITE and/or the Facilities.

5.4

You acknowledge that we and our 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 easitWEBSITE and/or the Facilities.

5.5

We do not control content posted on and/or disseminated through the easitWEBSITE

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 easitWEBSITE 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 easitWEBSITE and/or the Facilities.

5.6

If you order goods and/or facilities from anyone other than the easitNETWORK whether through any commercial Road Pals Ltd website and/or services accessible through the easitWEBSITE 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 easitWEBSITE 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.

5.7

We shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond our reasonable control.

5.8

Nothing in these Terms 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.

(6)

Your indemnity to us

6.1

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:

6.1.1

your use of the easitWEBSITE and/or the Facilities;

6.1.2

any part or all of Your Content;

6.1.3

any breach of these Terms of Use including any abusive or unlawful behaviour on your part or by any person for whom you are responsible; and/or

6.1.4

breach of any warranty or representation given by and/or on behalf of you.

(7)

Links to other websites

7.1

Please note that links to websites created and/or maintained by organisations other than ourselves are available on or through the easitWEBSITE 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.

(8)

Termination

8.1

We may close your account on the easitWEBSITE 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 of Use. We may also immediately terminate your employers Membership and right to access and/or use the easitWEBSITE and/or the Facilities if:

8.1.1

you breach the agreement made between us as set out in these Terms of Use;

8.1.2

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

8.1.3

any information which you provide to us is inaccurate;

8.1.4

we decide, in our sole discretion, that you have abandoned your account; or

8.1.5

we decide, in our sole discretion, to discontinue operating, maintaining and/or offering all or any of the easitWEBSITE and/or the Facilities.

8.1.6

you act in a manner which we decide, in our sole discretion, to be fraudulent and/or contravene any applicable anti money laundering legislation.

8.1.7

you breach the terms of conditions of our payment service provider as detailed in our Payment Services

8.2

We shall not be liable to you or any third party for termination of the easitWEBSITE and/or all or any of the Facilities.

8.3

Termination of use 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 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 of Use by you.

8.4

You may at any time and with or without cause terminate your registration with the easitWEBSITE and the Facilities and your access by cancelling your account notifying us of that cancellation and only after satisfying the conditions of the Payment Services. In cancelling your account, you agree to comply with our conditions for termination which may include but are not limited to removing any outstanding bookings and returning your account to a zero balance.

8.5

In the event of termination of use 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 easitWEBSITE and/or the Facilities.

(9)

Variations to Terms Of Use

9.1

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 of Use at any time without prior notice by amending this page. Our payment partners may also amend their Terms and Conditions of Use any time and from time to time without notice as detailed under our Payment Services. You agree that you will check this page on the easitWEBSITE 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 of Use may also be superseded by provisions or notices published elsewhere on the easitWEBSITE.

(10)

Entire agreement and miscellaneous provisions

10.1

These Terms of Use, and the pages on the easitWEBSITE and/or the Facilities to which these Terms 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.

10.2

If any provision (or part of any provision) of these Terms 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.

10.3

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 of Use because of our respective failure or delay in exercising that right.

10.4

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 of Use which are personal to you and any attempt on your part to the contrary is void. The agreement made between us as evidenced in these Terms of Use shall inure to the benefit of and be binding upon each of our successors and assigns.

10.5

Any notice required or permitted to be given to you by us under these Terms of Use shall be delivered by electronic mail to the email address provided by you during registration on the Website or as required under applicable legislation.

(11)

Rights of third parties

11.1

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.

(12)

Jurisdiction and governing law

12.1

These Terms of Use and the agreement made between us 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 of Use or in connection with and/or arising from any use of the easitWEBSITE and/or the Facilities.

easitSHARE connects you with people around you who want to travel more sustainably by travelling together or with people who would rather not travel alone. Users of the easitSHARE element of the easit website, its tools and facilities can add journeys and search for travel companions and arrange shared travel with other users.

easitSHARE is part of the easitNETWORK operated by Road Pals Ltd. Road Pals Ltd. is a private limited company registered in England and Wales. Our registered office is easitHOUSE, Old Water Yard, Curtis Road, Dorking, Surrey, RH4 1DY.

References to 'you', 'user', 'your' and 'yours' are references to the person accessing the easit website and/or using any of the tools or facilities together with any party represented by such person.

References to 'easit', 'we', 'us' and 'our' are references to the easitNETWORK.

IMPORTANT LEGAL NOTICE

This legal notice applies to the entire contents of the easitWEBSITE under the domain easit.org.uk ("easitWEBSITE ") and to any correspondence by e-mail between us and you.

Please read these Terms of Use carefully before using the easitWEBSITE or registering on the easitWEBSITE. By registering on the easitWEBSITE, you agree to be bound by and comply with the following Terms of Use without modification. If you do not accept these Terms of Use, you should neither use nor register on the easitWEBSITE.

We retain the right to modify the Terms of Use at any time. Any User may refuse the amendments proposed, however, continued use of the Services provided by the easitWEBSITE constitutes acceptance of the revised Terms of Use. Users who do

not accept the amended conditions may simply close their accounts in accordance with our termination guidelines. It is the responsibility of the user to check the Terms of Use from time to time.

DISCLAIMER

Without prejudice to condition 5 of these Terms of Use please note that:

1 The easitWEBSITE provides a method by which individuals may initiate contact

with each other. We help to facilitate access to but do not provide a transport service to users or purport to offer advice as to transport and/or suitable travel companions which remain entirely your responsibility.

2 Users of the easitWEBSITE are advised that whilst we may carry out some checks on people using easitSHARE we cannot guarantee the complete validity of the information supplied to us during registration. Individuals should, therefore, exercise all due caution and satisfy themselves that the person or persons that they are travelling with are suitable.

3 You agree to read our Sharing etiquette, prior to using easitSHARE. These are appended to every email we send relating to the easitSHARE site and can be found on our site

SAFETY STATEMENT

The privacy and safety of our Users is our first concern, and we are committed to safeguarding their privacy. To that end we ask that users take note of and follow our Privacy Policy, Sharing etiquette and the provisions of the Terms of Use, (but without limitation) condition 5. We rely upon our users to behave well towards each other and with mutual respect and consideration and take responsibility for their own actions and decisions.

TERMS OF USE

(13)

DEFINITIONS USED IN THESE TERMS OF USE

13.1

The definitions and rules of interpretation in this condition 13.1 apply to these Terms of Use.

"Account"

means the account registered to a user on the easitWEBSITE, containing personal details relating to the account holding user. The accuracy of account details remains the sole responsibility of the account holder.

" easitSHARE "

means the Facilities and the easitWEBSITE the purpose of which is to facilitate on-line contact between individuals who want to travel more sustainably by travelling together and to facilitate the searching for travel companions and the arranging of shared travel.

"Facilities"

means any or all of the facilities available to users on or through the easitWEBSITE, including but not limited to search, booking, messaging and payment.

"User"

means any person registered on the easitWEBSITE and who has satisfied and completed all of the mandatory fields in the easitSHARE registration form.

"Payment Services"

means the facilities available to Users to enable them to pay and receive money for the purposes of but not limited to, booking, cancelling and paying for journey sharing services

"Member"

means an organisation that has purchased membership to the easitNETWORK and allows its staff or associates to register as Users of easitSHARE.

"Terms of Use"

means these terms and conditions of use (including the introduction, the Safety Tips, all conditions, Cancellation Policy, cookies, Payment Services and the Privacy Policy) and any amendments to or revisions of any of the same as may be published on the easitWEBSITE at our discretion.

" easitWEBSITE "

means the Internet website or mobile application operated by Road Pals Ltd as the easitNETWORK, with the URL www.easit.org.uk.

13.2

Headings to conditions, paragraphs, policies and/or to any documents published and/or accessible through the easitWEBSITE do not affect the interpretation of these Terms of Use.

13.3

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 date appearing at the top of these Terms of Use as the last revision date. 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 of Use.

(14)

ELIGIBILITY, REGISTRATION AND YOUR ACCOUNT

14.1

In order to be able to register as a user of easitSHARE and use the easitWEBSITE,

you must be at least eighteen years old. Usage is otherwise 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 journey.

It is also necessary that the parents (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.

14.2

To become a User of easitSHARE you must complete the registration process, continued use of the easitWEBSITE represents acceptance to these Terms of Use. Registration is necessary for anyone wishing to access and/or use the Facilities.

Information provided must be current, complete and accurate in all respects. We have the right to refuse to grant you an account at our sole discretion. Road Pals Ltd accepts no responsibility for the inaccuracy of User details.

14.3

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 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.

14.4

We are not obliged nor do we have the technical means to carry out checks on the identity of every person registered to use easitSHARE. 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. 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. To protect your privacy, we will suspend access or change access to your account as soon as possible following notification by you that your password has been lost, stolen or otherwise compromised.

14.5

You are entirely responsible for any and all statements made and activities that occur through your account.

14.6

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.

(15)

RIGHT OF CANCELLATION

15.1

Under the United Kingdom Consumer Protection (Distance Selling) Regulations 2000 (as amended), you have the right to cancel your account accompanied by your right to access and use the Facilities within seven days of your acceptance of these Terms of Use upon first registration as a User. The agreement made between us and you as set out in these Terms of Use will otherwise remain in full force and effect while you are a User.

(16)

Journey matching and scope of the easitWEBSITE and facilities.

16.1

The easitWEBSITE and/or the Facilities enable you to contact other Users with a view to sharing your journey so that you can travel together and to search for travel companions. It is to help facilitate sharing arrangements between Users. The easitWEBSITE and/or the Facilities do not include arranging off-line meetings between Users, supplying access to the internet network, or providing an electronic communication service to the public. As such, we have no legal obligation to identify Users when they connect to the easitWEBSITE or to monitor content published by Users. Because we are unable technically to provide such services, we do not

undertake contractually to identify Users or to moderate the content published by any of them (which remains their sole responsibility).

16.2

We shall not be liable for false declarations made by a User. You are advised that whilst we may carry out some checks on Users we cannot guarantee the complete accuracy of the information supplied to us during registration. For the avoidance of doubt, no checks are made by us of Users' 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 car 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 User.

16.3

We shall not be held liable for any consequences arising out of meetings between Users, whether on the easitWEBSITE, through any of the Facilities or in person during meetings between Users and/or non-Users as a consequence of the use of the easitWEBSITE and/or other Facilities. In addition, it is recommended that you tell someone who you trust when you arrange a meeting with another User and that you arrange to meet in a public place initially.

(17)

RULES OF BEHAVIOUR

17.1

The easitNETWORK is designed to accommodate a diversity of interests and opinions. However, Members must conduct themselves in an appropriate manner. The easitWEBSITE 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 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 17.3, 17.4 and 17.5 below.

17.2

Without prejudice to condition 8 (Termination), Users undertake not to use any of the Facilities (including the easitWEBSITE):

17.2.1

in any way that breaches any applicable local, national or international law or regulation;

17.2.2

in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

17.2.3

for the purpose of harming or attempting to harm any person (including minors and/or vulnerable adults) in any way;

17.2.4

to send, knowingly receive, upload, download, use or re-use any material which does not comply with condition 17.5 below;

17.2.5

to advertise, promote, market, solicit orders for or offer to buy, sell, lease or license products, goods and facilities;

17.2.6

to transmit, or procure the sending of, any unsolicited or authorised advertising or promotional material or any other form of similar solicitation;

17.2.7

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;

17.2.8

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

17.2.9

to attempt to gain unauthorised access to, tamper with, modify, or hack into any of the Facilities (including the easitWEBSITE).

17.3

You also undertake:

17.3.1

not to reproduce, duplicate, copy, or sell all or any part of the easitWEBSITE and/or the Facilities.

17.3.2

not to access without authority, interfere with, damage or disrupt:

17.3.2.1

all or any part of the easitWEBSITE and/or the Facilities;

17.3.2.2

all or any equipment or network on which the easitWEBSITE and/or any of the Facilities is stored;

17.3.2.3

all or any software used in the provision of the easitWEBSITE and/or any of the Facilities; or

17.3.2.4

all or any equipment or network or software owned or used by any third party.

17.3.3

to use your user id and/or password solely for the purpose of your authentication for access to the easitWEBSITE and/or the Facilities. For the avoidance of doubt, you are prohibited from creating a Users id/profile using a false identity for the purpose of misleading others (including us) of your identity or to impersonate another person;

and

17.3.4

to use the easitWEBSITE and/or the Facilities in accordance with the purpose set out in these Terms of Use.

17.4

Without prejudice to condition 8 (Termination), 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 easitWEBSITE and/or the Facilities:

17.4.1

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;

17.4.2

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, sexually explicit and/or promotes sexually explicit material, political or fraudulent, and, in general, any content that is contrary to the purpose of The easitNETWORK, prevailing laws or rules and/or prevailing acceptable norms and standards;

17.4.3

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;

17.4.4

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 easitWEBSITE and/or the Facilities, including any software files or libraries;

17.4.5

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;

17.4.6

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;

17.4.7

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;

17.4.8

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;

17.4.9

not to post, publish, disseminate or broadcast in any form content which could violate the privacy, proprietary and/or other rights of any person or entity, including any personal information provided by another User (including their email address, postal address, telephone number) which would enable a User to contact another User without using the easitWEBSITE;

17.4.10

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);

17.4.11

not to express and/or imply that any statements you make are endorsed by or emanate from us and/or the easitWEBSITE without our specific prior written consent.

17.5

Failure on your part to comply with all or any of the obligations and/or undertakings set out in clauses 17.3, 17.4 and/or 17.5 above will constitute a serious breach by you of your obligations to us and/or under these Terms of Use. If you breach one or more of these obligations and/or undertakings, the without prejudice to condition 8 (Termination), we shall be entitled to take all or any of the following steps:

17.5.1

immediate, temporary or permanent withdrawal of your right to use the easitWEBSITE;

17.5.2

immediate, temporary or permanent removal of any posting or material uploaded by you to the easitWEBSITE;

17.5.3

issue a warning to you;

17.5.4

commence legal proceedings against you including for reimbursement of all costs on an indemnity basis (including but not limited to, reasonable administration and legal costs) resulting from your failure to so comply.

17.5.5

commence further legal action against you;

17.5.6

disclose such information to law enforcement and/or other competent authorities as we may reasonably feel is necessary.

17.6

The steps described in condition 17.5 above are not exhaustive, and we may take any other action which we deem to be appropriate acting in our absolute discretion.

(18)

Concerns

18.1

If you have any concerns about any material whatsoever which appears on the easitWEBSITE and/or the Facilities, please contact info@easit.org.uk

18.2

If you believe that any communication made through or on the easitWEBSITE and/or any of the Facilities infringes any legal rights that you may have or is in breach of any of these Terms of Use (including the Sharing Etiquette) or know of or suspect any unauthorised posting of or attempt to post any communications, you should notify us immediately with specific details by email at the following address:

info@easit.org.uk

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 easitWEBSITE and/or the Facilities.

Sharing etiquette

Here are some dos and don'ts to help ensure you have a fun, safe journey with your sharer.

Do always meet up with the person you have been paired with prior to sharing together. This meeting should happen in a public place and please make sure you tell someone you trust where and when you are meeting.

Do ask to see photo ID such as driving licence and easitCARD prior to sharing. Do ask the driver for proof of vehicle insurance

Do ask the driver for the Vehicle Registration Number, Vehicle Make and then check the details on <https://www.vehicleenquiry.service.gov.uk/> if the journey is happening by car.

Do discuss what you will be paying (if traveling as a passenger) or charging (if driving) prior to making the journey.

Do share details of your sharer with friends and family before you start sharing.

Do meet your potential car-share partner in a public place, close to public transport connections if possible so that alternative transport options are available should the journey share fall through. We advise members not to meet at a home address initially for security reasons

Do confirm with your sharer that the journey is still going ahead 24 hours before you're due to meet.

Do be very clear about where you are meeting. The commute to work can be quite stressful. Let's try to minimise that stress.

Do review your sharer once you've completed your journey, but avoid getting personal. Think about how you would feel if you were reading that review about you.

Don't share personal details with anyone and certainly don't share your home address until you have met with your potential sharer.

Don't share if you don't feel comfortable. You do not have to share if you don't want to.

Don't make a profit if you are driving other people.

The Public Passenger Vehicle Act (1981 Section 1(4)) outlines the rules that govern car-sharing. Passenger contributions should be arranged before travel and should not exceed the running costs (including wear and depreciation) of the vehicle for the trip. easitSHARE calculates a suggested price per passenger for your journey based on the length of your trip and using HM Revenue and Customs Approved Mileage Payment Allowance.

Don't be late it adds unnecessary stress on your sharer. If you are going to be late ensure you let your sharer know ASAP.

Don't just not turn up. If you're unable to make it, ensure that you notify your sharer in good time.