

TERMS AND CONDITIONS

Eva

VERSION

0.03

SUMMARY

Terms of use and general conditions.

Last update | Monday, August 26th, 2019

CONTRACTUAL RELATIONSHIP

The terms of use and general conditions, hereafter "terms", govern the access or use by you, an individual, from within any country in the world of applications, websites, including the main website, hereafter "website", content, products, and services, hereafter the "services", made available by Eva Global Corp., hereinafter "Eva", a joint stock corporation with limited liability under Canadian law, whose head office is located at 24 Mont-Royal Avenue West, Office 900.1, Montreal, Quebec, Canada, H2T 2S2, registered with Innovation, Science and Economic Development Canada, under the Canada Business Corporations Act (LRC 1985, Chapter C-44), under number of incorporation 1127387-6.

Read these terms carefully before accessing or using the services.

Your access and use of the services constitutes your agreement to be bound by these terms, which establishes a contractual relationship between you and Eva. If you do not agree to these terms, you may not access or use the services. These terms expressly supersede prior agreements or arrangements with you. Eva may immediately terminate these terms or any services with respect to you, or generally cease offering or deny access to the services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable services. Supplemental terms are in addition to, and shall be deemed a part of, the terms for the purposes of the applicable services. Supplemental terms shall prevail over these terms in the event of a conflict with respect to the applicable services.

Eva may amend the terms related to the services from time to time. Amendments will be effective upon Eva's posting of such updated terms at this location or the amended policies or supplemental terms on the applicable service. Your continued access or use of the services after such posting constitutes your consent to be bound by the terms, as amended.

Eva's collection and use of personal information in connection with the services is as provided in Eva's privacy policy located on the website. Eva may provide to a claims processor or an insurer any necessary information, including your contact information, if there is a complaint, dispute or conflict, which may include an accident, involving you and a third party provider, including a transportation network company driver, and such information or data is necessary to resolve the complaint, dispute or conflict.

SERVICES

The services constitute a technology platform that enables users of Eva's mobile applications or websites provided as part of the services, each, an "application", to arrange and schedule transportation and/or logistics services with independent third party providers of such services, including independent third party transportation providers and independent third party logistics providers under agreement with Eva or certain of Eva's affiliates, hereinafter "third party providers". Unless otherwise agreed by Eva in a separate written agreement with you, the services are made available solely for your personal, non-commercial use.

You acknowledge that Eva does not provide transportation or logistics services or function as a transportation carrier and that all such transportation or logistics services are provided by independent their party contractors who are not employed by Eva or any of its affiliates.

1. LICENSE

Subject to your compliance with these terms, Eva grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (a.) access and use the applications on your personal device solely in connection with your use of the services; and (b.) access and use any content, information and related materials that may be made available through the services, in each case solely for your personal, non-commercial use. Any rights not expressly granted herein are reserved by Eva and Eva's licensors.

In each jurisdiction where Eva is available, the legal entity responding to the transactions, which includes the management of the Independent third party providers, the marketing, the application parameters as well as the other day-to-day operational responsibilities, hereinafter "manager", is Eva's licensor.

2. RESTRICTIONS

You may not: (a.) remove any copyright, trademark or other proprietary notices from any portion of the services; (b.) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the services except as expressly permitted by Eva; (c.) decompile, reverse engineer or disassemble the services except as may be permitted by applicable law; (d.) link to, mirror or frame any portion of the services; (e.) cause or

launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the services or unduly burdening or hindering the operation and/or functionality of any aspect of the services; or (f.) attempt to gain unauthorized access to or impair any aspect of the services or its related systems or networks.

3. PROVISION OF THE SERVICES

You acknowledge that portions of the services may be made available under Eva's various brands or request options associated with transportation or logistics, including the transportation request brands currently referred to as Eva. You also acknowledge that the services may be made available under such brands or request options by or in connection with: (a) certain of Eva's subsidiaries and affiliates; or (b) independent third party providers, including transportation network company drivers, transportation charter permit holders or holders of similar transportation permits, authorizations or licenses.

4. THIRD PARTY SERVICES AND CONTENT

The services may be made available or accessed in connection with third party services and content, including advertising, that Eva does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Eva does not endorse such third party services and content and in no event shall Eva be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google Inc., and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the services using applications developed for Apple iOS and Android mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the services in any manner. Your access to the services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

5. OWNERSHIP

The services and all rights therein are and shall remain Eva's property or the property of Eva's licensors. Neither these terms nor your use of the services convey or grant to you any rights: (a.) in or related to the services except for the limited license granted above; or (b.) to use or reference in any manner Eva's company names, logos, product and service names, trademarks or services marks or those of Eva's licensors.

USE OF THE SERVICES

1. USER ACCOUNTS

In order to use most aspects of the services, you must register for and maintain an active personal user services account, hereinafter "account". You must be at least 18 years of age, or the age of legal majority in your jurisdiction, if different than 18 years old, to obtain an account. Account registration requires you to submit to Eva certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method, either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your account. Your failure to maintain accurate, complete, and up-to-date account information, including having an invalid or expired payment method on file, may result in your inability to access and use the services or Eva's termination of these terms with you. You are responsible for all activity that occurs under your account, and you agree to maintain the security and secrecy of your account username and password at all times. Unless otherwise permitted by Eva in writing, you may only possess one account.

2. USER REQUIREMENTS AND CONDUCT

The service is not available for use by persons under the age of 18. You may not authorize third parties to use your account, and you may not allow persons under the age of 18 to receive transportation or logistics services from third party providers unless they are accompanied by you. You may not assign or otherwise transfer your account to any other person or entity. You agree to comply with all applicable laws when using the services, and you may only use the services for lawful. You will not, in your use of the services, cause nuisance, annoyance, inconvenience, or property damage, whether to the third party provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the services, and you agree that you may be denied access to or use of the services if you refuse to provide proof of identity.

3. TEXT MESSAGING

By creating an account, you agree that the services may send you informative text messages, hereinafter "text messages", as part of the normal business operation of your use of the services. You may opt-out of receiving text messages from Eva at any time by following the directions found by sending an email to support@eva.coop. You acknowledge that opting out of receiving text messages may impact your use of the services.

4. PROMOTIONAL CODES

Eva may, in Eva's sole discretion, create promotional codes that may be redeemed for account credit, or other features or benefits related to the services and/or a third party provider's services, subject to any additional terms that Eva establishes on a per promotional code basis. You agree that per promotional codes: (a.) must be used for the intended audience and purpose, and in a lawful manner; (b.) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Eva; (c.) may be disabled by Eva

at any time for any reason without liability to Eva; (d.) may only be used pursuant to the specific terms that Eva establishes for such per promotional code; (e.) are not valid for cash; and (f.) may expire prior to your use. Eva reserves the right to withhold or deduct credits or other features or benefits obtained through the use of per promotional codes by you or any other user in the event that Eva determines or believes that the use or redemption of the per promotional code was in error, fraudulent, illegal, or in violation of the applicable per promotional codes terms or these terms.

Promotional codes may be partially or fully funded by the third party provider if Eva deprives the amount withdrawn, as well as the manager, in manager's sole discretion.

5. REFERRAL SYSTEM

Eva may, in Eva's sole discretion, activate a reference system in two ways. The first method is to redistribute the shares withdrawn by the manager to you during a fixed number of uses of services by the referred person. To do so, the referred person, subject to any additional provision, must have his phone number inserted in the application or must be invited by a code shared by you. The referred person will therefore receive a "text message" informing him of the procedure to be followed so that this referral system method takes effect.

The second method is to pay you an amount determined by the manager during a specified number of uses of the services by the referred person. To do so, the referred person, subject to any additional provision, must have his phone number inserted in the application or must be invited by a code shared by you. The referred person will therefore receive a "text message" informing him of the procedure to be followed so that this referral system method takes effect.

6. USER PROVIDED CONTENT

Eva may, in Eva's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Eva through the services textual, audio, and/or visual content and information, including commentary and feedback related to the services, initiation of support requests, and submission of entries for competitions and promotions, hereinafter "user content". Any user content provided by you remains your property. However, by providing user content to Eva, you grant Eva a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such user content in all formats and distribution channels now known or hereafter devised, including in connection with the services and Eva's business and on third-party sites and services, without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (a.) you either are the sole and exclusive owner of all user content or you have all rights, licenses, consents and releases necessary to grant Eva the

license to the user content as set forth above; and (b.) neither the user content nor your submission, uploading, publishing or otherwise making available of such user content nor Eva's use of the user content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide user content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Eva in its sole discretion, whether or not such material may be protected by law. Eva may, but shall not be obligated to, review, monitor, or remove User Content, at Eva's sole discretion and at any time and for any reason, without notice to you.

NETWORK ACCESS AND DEVICES

You are responsible for obtaining the data network access necessary to use the services. Your mobile network's data and messaging rates and fees may apply if you access or use the services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the services and applications and any updates thereto. Eva does not guarantee that the services, or any portion thereof, will function on any particular hardware or devices. In addition, the services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

PAYMENT

You understand that use of the services may result in charges to you for the services or goods you receive from a third party provider, hereinafter "charges". After you have received services or goods obtained through your use of the service, Eva will facilitate your payment of the applicable charges on behalf of the third party provider as such Third Party Provider's limited payment collection agent. Payment of the charges in such manner shall be considered the same as payment made directly by you to the third party provider. Charges will be inclusive of applicable taxes and governmental subsidies where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by Eva. Eva keeps the right to charge, at an established percentage, an estimated surplus in case of unforeseen circumstances. This surplus, when not used, is credited to you in your next use of services. You retain the right to request lower charges from a third party provider for services or goods received by you from such third party provider at the time you receive such services or goods. Eva will respond accordingly to any request from a third party provider to modify the charges for a particular service or good. The charges, in the possible arrangements, are described in the following manner.

- a. Base fee;
- b. Fee per minute;
- c. Fee per kilometer;
- d. Surge pricing;

- e. Additional first fee;
- f. Additional second fee;
- g. Technology fee;
- h. Taxes;
- i. Minimum ride price, and;
- j. Cancellation fee.

All charges are due immediately and payment will be facilitated by Eva using the preferred payment method designated in your account. If your primary account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Eva may, as the third party provider's limited payment collection agent, use a secondary payment method in your account, if available.

As between you and Eva, Eva reserves the right to establish, remove and/or revise charges for any or all services or goods obtained through the use of the services at any time in Eva's sole discretion. Further, you acknowledge and agree that charges applicable in certain geographical areas may increase substantially during times of high demand. Eva will use reasonable efforts to inform you of charges that may apply, provided that you will be responsible for charges incurred under your account regardless of your awareness of such charges or the amounts thereof. Eva may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the services or the charges applied to you. You may select to cancel your request for services or goods from a third party provider at any time prior to such third party provider's arrival, in which case you may be charged a cancellation fee.

This payment structure is intended to fully compensate the third party provider for the services or goods provided. Except with respect to taxicab transportation services requested through the application, Eva does not designate any portion of your payment as a tip or gratuity to the third party provider. Any representation by Eva on the Website, in the application, or in Eva's marketing materials to the effect that tipping is voluntary, not required, and/or included in the payments you make for services or goods provided is not intended to suggest that Eva provides any additional amounts, beyond those described above, to the third party provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any third party provider who provides you with services or goods obtained through the service, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the service, you will have the opportunity to rate your experience and leave additional feedback about your third party provider.

You therefore agree that Eva withdraws 5% of the charges – excluding additional first fee, additional second fee, payment fee, and taxes –, and that the manager withdraws between 0% and 10% of the charges – excluding additional first fee, additional second fee, payment fee, and taxes.

1. REPAIR OR CLEANING FEES

You shall be responsible for the cost of repair for damage to, or necessary cleaning of, third party provider vehicles and property resulting from use of the services under your account in excess of normal wear and tear damages and necessary cleaning, hereinafter "repair or cleaning". In the event that a third party provider reports the need for repair or cleaning, and such repair or cleaning request is verified by Eva in Eva's reasonable discretion, Eva reserves the right to facilitate payment for the reasonable cost of such repair or cleaning on behalf of the third party provider using your payment method designated in your account. Such amounts will be transferred by Eva to the applicable third party provider and are non-refundable.

2. PAID ROUTE FEES

Eva and the manager are not responsible or accountable for fees for paid routes such as bridges, customs, tolls, and ferries. Despite the instructions from the application, through the transmission of Google Inc., and/or their applicable international subsidiaries and affiliates, it is the responsibility of the third party provider to avoid charges for paid routes fees such as bridges, customs, tolls, and ferries.

ADMONITION CASES

1. DISCLAIMER

The services are provided as is and as available. Eva disclaims all representations and warranties, express, implied or statutory, not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In addition, Eva makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of the services or any services or goods requested through the use of the services, or that the services will be uninterrupted or error-free. Eva does not guarantee the quality, suitability, safety or ability of third party providers. You agree that the entire risk arising out of your use of the services, and any service or good requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.

2. LIMITATION OF LIABILITY

Eva shall not be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data, personal injury or property damage related to, in connection with, or otherwise resulting from any use of the services, even if Eva has been advised of the possibility of such damages. Eva shall not be liable for any damages, liability or losses arising out of: (a.) your use of or reliance on the services or your inability to access or use the services; or (b.) any transaction or relationship between you and any

third party provider, even if Eva has been advised of the possibility of such damages. Eva shall not be liable for delay or failure in performance resulting from causes beyond Eva's reasonable control. You acknowledge that third party transportation providers providing transportation services requested through some request brands may offer ridesharing or peer-to-peer transportation services and may not be professionally licensed or permitted. In no event shall Eva's total liability to you in connection with the services for all damages, losses and causes of action exceed five hundred Canadian dollars (\$500.00).

Eva's services may be used by you to request and schedule transportation, goods or logistics services with third party providers, but you agree that Eva has no responsibility or liability to you related to any transportation, goods or logistics services provided to you by third party providers other than as expressly set forth in these terms.

The limitations and disclaimer in this section 5 do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law.

3. INDEMNITY

You agree to indemnify and hold Eva and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses, including attorneys' fees, arising out of or in connection with: (a.) your use of the services or services or goods obtained through your use of the services; (b.) your breach or violation of any of these terms; (c.) Eva's use of your user content; or (d.) your violation of the rights of any third party, including third party providers.

ARBITRATION

Except as otherwise set forth in these terms, these terms shall be exclusively governed by and construed in accordance with the laws of Canada, excluding its rules on conflicts of laws. The Vienna Convention on the International Sale of Goods CISG, 1980) shall not apply.

Any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the services or these terms, including those relating to its validity, its construction or its enforceability, any "Dispute", shall be first mandatorily submitted to mediation proceedings under the International Chamber of Commerce Mediation Rules, hereinafter "ICC mediation rules". If such dispute has not been settled within sixty days (60) after a request for mediation has been submitted under such ICC mediation rules, such dispute can be referred to and shall be exclusively and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce, hereinafter "ICC arbitration rules". The ICC rules' emergency arbitrator provisions are excluded. The dispute shall be resolved by one arbitrator (1) to be appointed in accordance with the ICC rules. The place of both mediation and arbitration shall be in Montreal, Canada, without prejudice to any rights you may have.

The language of the mediation and/or arbitration shall be English, unless you do not speak English, in which case the mediation and/or arbitration shall be conducted in both English and your native language. The existence and content of the mediation and arbitration proceedings, including documents and briefs submitted by the parties, correspondence from and to the International Chamber of Commerce, correspondence from the mediator, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (a.) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (b.) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein.

OTHER PROVISIONS

1. CLAIMS OF COPYRIGHT INFRINGEMENT

Claims of copyright infringement should be sent to Eva's designated agent, please send an email to support@eva.coop.

2. NOTICE

Eva may give notice by means of a general notice on the services, email to your email address in your account, or by written communication sent to your address as set forth in your account. You may give notice to Eva by written communication to Eva's address at 24 Mont-Royal Avenue West, Office 900.1, Montreal, Quebec, Canada, H2T 2S2.

3. GENERAL

You may not assign or transfer these terms in whole or in part without Eva's prior written approval. You give your approval to Eva for it to assign or transfer these terms in whole or in part, including to: (a.) a subsidiary or affiliate; (b.) an acquirer of Eva's equity, business or assets; or (c.) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, Eva or any third party provider as a result of the contract between you and Eva or use of the services.

If any provision of these terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these terms but the legality, validity and enforceability of the other provisions in these terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these terms. These terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or

contemporaneous agreements or undertakings regarding such subject matter. In these terms, the words "including" and "include" mean "including, but not limited to".

If you have any questions regarding these terms, please send an email to support@eva.coop.