

# TickenGo

## Terms of Use and Conditions

(In English)

### INTRODUCTION

Welcome on TickenGo, the Transportation Marketplace.

By using TickenGo (including its related sites, services and tools), you agree to the following Terms of Use and Conditions (hereinafter "Terms") and you are contracting with our international company E.V.S. SARL 93 quai Charles de Gaulle 69006 Lyon FRANCE.

This Terms are effective on August 1, 2010, for current users, and upon acceptance for new users.

These terms describe the conditions under which TickenGo offers access to its services on the site <http://www.TickenGo.com>.

The user can consult these Terms freely and at any time by clicking on "Terms of Use".

The use of the service is reserved exclusively to users who have previously read these Terms in their entirety. They cover passengers and drivers alike.

By clicking "I accept", you agree to accept all provisions of these Terms and Conditions and TickenGo Privacy Policy.

If you do not accept these Terms and Conditions, you cannot use our service.

These Conditions shall apply as they appear on the site.

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### **IMPORTANT:**

Our services are not available to minors under 18 years.

TickenGo is a system based on the principle of car-sharing which is a sharing of travel costs between individuals. The cost is limited to fuel (for the number of miles traveled), depreciation and tolls.

This service is not designed to organize or facilitate the commercial transportation of people.

There is no use in registering on this service to make profits from the transportation of people.

Drivers are **SOLELY** responsible for the price per seat they indicate in their trip offers.

It is requested of drivers making commercial trips or with vehicles belonging to their employer to not register for this service, which is for individuals.

If you do not meet these conditions, you should not use our services.

TickenGo reserves the right to exclude anyone who does not respect all of these conditions.

### **1. TickenGo IS AN ONLINE SUPPORT SERVICE**

The role of TickenGo is not to be a carrier or a travel agency.

TickenGo is not a dealer of trips.

Instead, TickenGo is merely an online support website, a platform, which aims to enable and facilitate the linking of individuals through the provision of tools for drivers of automobiles (hereinafter referred to as drivers) and individual passengers (hereinafter referred to as passengers) who aim to share the costs of travel by car.

It falls upon the members of TickenGo, both drivers and passengers, to take all necessary precautions before taking a trip.

- TickenGo has no control over the adequacy or accuracy of the offers placed online, except for the tools available on the website to help support the organization of trips.
- Accordingly, TickenGo cannot guarantee that a driver or passenger will make the trip.
- TickenGo has no control over the identity of a driver nor the validity of her driver's license or on her car insurance and civil liability coverage.
- TickenGo has no control over the identity of a passenger.

**Accordingly, TickenGo will not be held responsible for ANY types of incidents resulting from the linking of people.**

### **2. DEFINITIONS**

#### 2.1 The TickenGo Platform

The TickenGo platform is the functional and organizational structure allowing the linking of individual drivers and passengers whose common goal is to share the costs of travel by car.

## 2.2 The Driver

The driver is an individual who uses the tools on the TickenGo platform to propose a trip to a potential passenger.

The driver is over 18 years old.

The driver is in possession of a valid driver's license.

The driver owns a vehicle seating 2 to 7 persons and insured for transporting passengers or third parties.

The driver is a member of TickenGo.

## 2.3 The Passenger

The passenger is a member of TickenGo who booked one or more seats on a trip offered by a driver, also a member of TickenGo. A reservation involves a purchased ticket from a driver who has specified certain travel conditions.

## 2.4 Members

Members are users of the TickenGo platform.

To become a member one must:

1. Be 18 years or older
2. Be legally able to sign a contract
3. Have been made aware of TickenGo's full terms of use.

## 2.5 The Trip / Departure

A trip is an offer formulated by a TickenGo driver with a departure city and arrival city. A trip can be recurring or one-time only.

A departure is a trip with a date and time of departure, a fixed price per seat and various conditions. A departure is by definition unique.

## 2.6 The Ticket

A TickenGo ticket is sent to a passenger who has booked one or more seats on a trip offered by a driver. A ticket is sold by the driver to the passenger at a price set by the driver plus a TickenGo commission.

As the Ticket is sold by the driver and **NOT** by TickenGo, the TickenGo ID of the driver is written on his tickets like this : **[DRIVER ID Ticket]**

***NB : Therefore the generic name of the tickets for sale on TickenGo is [YOU Ticket]. The term [YOU] represents any driver.***

A ticket is a summary of an offer made by the driver and accepted by the passenger. A ticket has no contractual value and is a medium that enables a passenger to pay a driver, by handing him a ticket upon arrival at destination. A driver can then "unlock" the money paid in advance by his passenger by entering the trip code found on the ticket in a designated field.

## 2.7 The Electronic Wallet

An electronic wallet is assigned to each member. It is unique for each member who uses the site, whether as a driver or a passenger. The wallet allows passengers to pay drivers when booking, and drivers to collect money generated from the sale of his tickets.

### **3. USE OF THE PLATFORM**

#### 3.1 Member Obligations - Passenger or Driver

##### 3.1.1 Account Creation and Access

By registering on the TickenGo platform TickenGo, a Member obtains a TickenGo ID and password for personal use.

Member agrees to keep the password confidential.

A registered Member is the only one who can use the TickenGo platform, using his TickenGo ID and password.

Member agrees to not create or use other accounts but the one originally assigned, either under his own identity or that of a third. Any deviation from this rule must be in the form of an explicit request from Member for permission from TickenGo.

Creating or using new accounts under one's own identity or that of a third party, without prior written authorization from TickenGo will lead to immediate suspension without notice of the accounts of the Member and all associated services.

Member agrees not to propose to any other person access under his or her identity to the TickenGo platform. If a member has knowledge that another person has access to his account, he must inform TickenGo immediately and confirm the information by mail.

##### 3.1.2 Responsibility

Member is **SOLELY** responsible for the use of the platform TickenGo in accordance with the terms and conditions of service.

Member agrees to not engage in behavior directly or indirectly contrary to good morals, laws and regulations, in the present or in the future.

Member agrees to immediately notify TickenGo when he identifies such behavior.

TickenGo reserves the right to inform the competent authorities about any conduct contrary to good morals, laws and regulations in the present or in the future.

##### 3.1.3 Disputes

In case of dispute, the parties agree that records from TickenGo servers, including access codes of registered members, shall be used by the parties in resolving the dispute.

#### 3.2 Use of TickenGo by the Driver

##### 3.2.1 Steps to Follow:

1 / Driver registers and opens a Member account

2 / Driver fills out the form "Create a new trip offer" and defines the conditions of travel time and place of departure, fixed price per seat, and other amenities.

3 / When a passenger books one or more seats on his trip, the driver is alerted by email and text message. The driver must confirm, modify or cancel his departure.

4 / If the driver confirm the trip, TickenGo sends to him an email confirmation (the full summary of the trip that the driver confirmed and the passenger's contact information) and the Ticket to his passenger.

5 / The driver makes his trip, respecting the conditions previously defined.

6 / At the end of the trip, the driver must retrieve the ticket from his passenger.

7 / The driver enters the trip code on the ticket by logging into her account in the space provided for that purpose.

The amount he will receive under the cost sharing agreement for the trip is automatically released and displayed in his electronic wallet in his "available balance".

### 3.2.2 Specific Duties of the Driver.

#### 3.2.2.1

The driver must be over 18 years old.

The driver must be in possession of a valid driver's license.

The driver owns a vehicle seating 2 to 7 persons and insured for transporting passengers or third parties.

The driver is a member of TickenGo.

#### 3.2.2.2

The operator agrees to describe and include all information relating to the trip on the TickenGo platform.

The driver agrees that all the elements of his offer are accurate and to not mislead the passenger.

In case of error, TickenGo is not liable for **ANY** claim from driver or passenger.

The driver is responsible for establishing all the elements in his offer and for posting his comments on TickenGo.com.

The driver agrees that TickenGo is **NOT** responsible for any claim relating to the content and form of such comments.

#### 3.2.2.3

The driver agrees to transport passenger to certain places, at the dates and times in the advertisement and in the conditions previously defined by driver, and listed in full on his TickenGo ticket sold.

#### 3.2.2.4

The contact information of the passenger shall under no circumstances be reused, duplicated or retained by the driver.

#### 3.2.2.5

The driver expressly authorizes TickenGo to establish a system by which the passenger after a trip can communicate his level of satisfaction using a « rating » questionnaire supplied by TickenGo to the passenger.

#### 3.2.2.6

The driver will not make a profit on his trip. Having agreed with the driver that he will not make a profit, TickenGo will bear no responsibility vis-à-vis the consequences of a possible profit made on a trip.

### 3.3 Use of TickenGo Service by a Passenger

#### 3.3.1 Steps to Follow:

1 / Passenger registers

2 / Passenger searches for a trip via the search engine.

3 / Passenger chooses an offered trip.

4 / Passenger makes a reservation and prepays his contribution to costs to the driver (section 3.5.3) through the TickenGo secure account (payment with Paypal System), a system commonly called on the site « payment by trip code ».

5 / If the trip is confirmed by the driver, TickenGo sends a [YOU] ticket immediately to the passenger through email.

6 / Passenger makes his trip equipped with his ticket (printed or with the trip-code at least)

7 / Passenger gives his ticket to the driver at the end of his trip so that the driver can unlock his contribution to costs.

8 / Passenger can then rate the driver and comment on the trip. This is very important in order to establish trust between members.

### 3.4 Insurance

TickenGo is an online support tool.

The execution of a trip is **NOT** insured or guaranteed by TickenGo.

**No insurance is included in the cost sharing fees nor in TickenGo's commission for offering the online utility.**

TickenGo will **NOT** be held responsible for incidents resulting from the linking of people of any nature whatsoever.

The members, drivers and passengers agree to use their own normal car insurance and liability providers in case of accident or injury.

### 3.5 Financial Arrangements

#### 3.5.1 The Fixed Price Per Seat

TickenGo is a matching service between individuals based on the principle of carpooling. Carpooling is based on a cost-sharing between private drivers and passengers.

The costs are limited to fuel, tolls and depreciation.

It is therefore imperative that the driver does not make a profit. If not, the driver is no longer in a carpool situation but rather a commercial venture. If there is an accident the driver's insurance may not work.

#### 3.5.2 Payment by secure trip code

TickenGo is trustee for its members, and as such provides a secure payment service, called « payment by trip code » , enabling passengers to pay their drivers safely on the site.

For this TickenGo allows the use of a holding account (similar to an escrow account).

When a passenger reserves a trip, he sends to TickenGo the cost for this trip, plus commission due to TickenGo (section 3.5.4).

The driver and passenger authorize TickenGo to freeze their account with the fare.

When the trip is completed, the driver receives the "trip code" on the ticket given to him by the passenger.

Driver sends the "trip code" to TickenGo via the "My Account" section.

By sending this "trip code », the driver is giving the order to TickenGo to release the immobilized amount which is then credited to his electronic wallet. TickenGo retains the commission which is the price of using the linking service.

### 3.5.3 Commissions and fees

#### 3.5.3.1 Commission on Reservations

This is a fixed fee paid by passengers when they make a reservation. To show total price to passengers, the commission is automatically added to the fixed price per seat as defined by the driver when submitting his offer based on the following scale:

<b>Currency</b>	<b>Driver Fixed price per seat</b>	<b>TickenGo Fee</b>
USD	From \$1 to \$5	\$2
CAD	From \$1 to \$5	\$2
EUR	From 1€ to 5€	1€
GBP	From £1 to £5	1£

Example:

The driver sets a fixed price per seat \$4 for his trip: each seat will be offered at \$5 on the site.

<b>Currency</b>	<b>Driver Fixed price per seat</b>	<b>TickenGo Fee</b>
USD	From \$6 and above	\$4
CAD	From \$6 and above	\$4
EUR	From 6€ and above	3€
GBP	From £6 and above	3£

Example:

The driver sets a fixed price per seat \$15 for his trip: each seat will be offered at \$19 on the site.

*Note : these fees are independent of bank fees that the user can pay if he makes an international payment.*

#### 3.5.3.2 Transfer Fees

A holding bank account is made available to driver by TickenGo. When a passenger makes a reservation, the money paid by the passenger is held by TickenGo during travel time until the money is released by the driver (trip code system) and a transfer request is performed.

*Note : TickenGo makes the money transfers from a bank account to an other bank account ONLY for payment in EURO (€).  
For other currencies TickenGo uses the Paypal System for tickets booking and money transfers to drivers.*

Fees are applied on these fixed amounts and are taken at time of transfer in accordance with the following schedule:

<b>Currency</b>	<b>Transfer Amount Commission</b>	<b>TickenGo Commission</b>
USD	\$1 to \$10	5%
USD	\$11 to \$50	3%
USD	Over \$50	2%
CAD	\$1 to \$50	5%
CAD	\$11 to \$50	3%
CAD	Over \$50	2%
EUR	1€ to 10€	5%
EUR	11€ to 50€	3%
EUR	Over 50€	2%
GBP	£1 to £10	5%
GBP	£11 to £50	3%
GBP	Over £50	2%

### 3.5.3.3 Billing

You hereby agree to receive bills from TickenGo in electronic format only.  
To receive a paper copy of your invoice, send an e-mail to TickenGo.

### 3.5.3.4 Cancellations and Refunds

Case 1: Cancellation of a reservation by a passenger

Once the reservation is made, the passenger may at any time cancel via the passenger Dashboard. Thus the electronic wallet will be immediately credited back the amount paid, **less a cancellation fee equivalent to the TickenGo Commission on Reservation (3.5.4.1)**. The reserved seats will be released immediately and the trip code destroyed.

Case 2: No confirmation of departure, no reply to the confirmation request

The driver has 24 hours to respond to a request for confirmation of a departure. If no response is given within that time and the departure is canceled or changed, the passenger is not charged.

Case 3: Cancellation by driver

When a driver has confirmed his departure but his trip is still canceled to the detriment of passenger(s) who booked their seat, passengers can obtain 100% the amount paid for the reservation. For this **they must rate their driver with a score of « 0 stars »** and indicate the reason given by the driver by choosing among the categories proposed.



The electronic wallet is then credited back **the full amount paid**.

## **4. MISCELLANEOUS**

### 4.1 Force Majeure

TickenGo not be held liable for any breach of its obligations under these terms because of developments beyond our control and / or resulting from a force majeure. Cases of major forces include, in addition to cases accepted by the courts, the electrical and technical problems from external parties preventing communication.

### 4.2 In case of Disputes

These conditions are governed and interpreted in accordance with French law. The Lyon court have jurisdiction to rule on any disputes that may arise between the parties relating to the execution hereof.