## eqick

## EQICK Marketplace Terms of Service

These Terms of Service ("Terms") govern your access to and use of Marketplace Services as defined in Section 1 below. These Terms incorporate by reference all other Terms of Use and Policies applicable to your use of EQICK Services. For example, our collection and use of personal information in connection with your access to and use of the Marketplace Services is described in our <u>Privacy Policy</u>. Your use of Marketplace Services is also subject to EQICK's <u>User Generated Content Policy</u>.

## 1. Scope of EQICK Marketplace Services

**1.1** EQICK Marketplace Services enable registered drivers, vehicle owners as well as third-party vehicle suppliers, to offer services and vehicles, as well as to search for, communicate, and transact directly with each other through a medium hosted by EQICK.

**1.2** EQICK does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any vehicles or drivers ("Vehicle Listings"). When drivers reserve a vehicle they are entering into a contract directly with the vehicle owner. EQICK is not and does not become a party to or other participant in any contractual relationship between drivers, vehicle owners, vehicle suppliers. EQICK is not acting as an agent in any capacity for any party using Marketplace Services. All contractual and payment arrangements between users of Marketplace Services are the sole responsibility of the parties, not EQICK, and these parties need to make sure they comply with all applicable laws. EQICK does not act as a guarantor for any user of Marketplace Services.

**1.3** Your use of Marketplace Services is voluntary and at your sole risk. EQICK has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Vehicle Listings, (ii) the truth or accuracy of any Vehicle Listing descriptions, ratings, reviews, or other information about you including, without limitation, your name, likeness, biographical information (collectively, "User Content"), or (iii) the performance or conduct of any driver or third party. EQICK does not endorse any driver, Vehicle Listing. You should always exercise due diligence and care when deciding whether to use a Vehicle or communicate and interact with other users of Marketplace Services.

**1.4** Marketplace Services may contain links to third-party websites or resources ("Third-Party Services"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. EQICK is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by EQICK of such Third-Party Services.

**1.5\*\*** EQICK does not guarantee the continuous and uninterrupted availability and accessibility of EQICK Marketplace Services. EQICK may improve, enhance, modify or restrict the availability of EQICK Marketplace Services or certain areas or features thereof for any reason in its sole discretion with no further notice to you.

**1.6** You agree that you are solely responsible for compliance with any laws, rules, or regulations applicable to your use of Marketplace Services, including Vehicle Listings Services you offer or receive.

## 2. Modification/Termination

**2.1** EQICK reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms within the Driver applications and update the "Last Updated" date at the top of these Terms. If you disagree with the revised Terms, you should no longer use the Marketplace Services. Your continued access to or use of the Marketplace Services will constitute acceptance of the revised Terms.

**2.2** In addition, EQICK reserves the right to modify or terminate the Marketplace Services and your access to Marketplace Services for any reason, including but not limited to a violation of these Terms, at any time.