

PICKUPPAL MEMBERSHIP AGREEMENT

This membership agreement ("Agreement") is a legally binding agreement between you ("you", "your") and PickupPal Online Incorporated ("PICKUPPAL", "Us", "We" or "Our"), governing your use of and participation in PICKUPPAL's drive, ride and shipping forum and other related services ("Services") through www.PickupPal.com ("Website").

Please read this Agreement carefully. BY REGISTERING AS A MEMBER, YOU ARE STATING THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. If you do not agree with the terms in this Agreement, your sole recourse is not to become a member of PICKUPPAL or use the Services.

From time to time, PICKUPPAL may amend this Agreement. Amendments will be posted on the Website. Please check back frequently to see the terms of the Agreement then in effect. The amended Agreement will be effective on the effective date indicated therein. Your continued membership and use of the Services will constitute acceptance of the amended Agreement. If you disagree with this Agreement, or any amendments to the Amendment, your sole recourse will be to cease using the Website, the Services, and/or to cancel your membership.

Your use of the Services is also governed by our Website [Terms of Use](#) and [Privacy Policy](#), which are incorporated by reference into this Agreement.

1. MEMBERSHIP

A. ELIGIBILITY FOR MEMBERSHIP

To be eligible to become a member of PICKUPPAL and to use the Services, you must be over the age of majority in the jurisdiction in which you live and be capable of forming legally binding contracts under applicable law. By registering, you represent that you have never been convicted of an indictable criminal offence and that you are not registered as a sex offender with any government body. If you are registering as a business entity, you represent that you have the authority to bind the entity to this Agreement. You must not register for a second membership if you already have an active PICKUPPAL membership.

B. HOW TO REGISTER

To become a PICKUPPAL member, you must register on the Website by providing us with your email address, first name and last name and selecting a PICKUPPAL password. You will also be asked to complete optional biographic and demographic information about yourself to create your Member Profile, which we will use to match you with other PICKUPPAL members and enhance the Services offered on the Website and which will be accessible to other PICKUPPAL members. If you are registering as a driver, you may also be required to provide details such as the make,

model and license plate number of your vehicle. See the [Privacy Policy](#) for information about how We manage, use and make available your personal information. You may cancel your PICKUPPAL membership at any time by contacting Us and requesting that your membership be cancelled.

You are responsible for maintaining the confidentiality of your password. Keep your password in a secure place and do not allow any unauthorized persons to access the Website or the Services using your password. As a PICKUPPAL member, you will be issued a PICKUPPAL Account, described in more detail below. You are responsible for all activity that occurs under your password and through your PICKUPPAL Account. If you suspect that others have knowledge of your password, have accessed your PICKUPPAL Account without consent, or suspect any other security breach, you are expected to report this to PICKUPPAL immediately. Access to and use of password-protected areas of the Website is restricted to registered members. Attempting to access these member-only Services without authorization is prohibited.

You are responsible for keeping your membership information (including but not limited to your email address) up to date at all times. PICKUPPAL reserves the right to terminate the membership of any individual whose membership details have fallen out of date or which cannot be verified for any reason.

2. ACCOUNTS AND FEES

A. FEES

Use of the Website and registering to become a PICKUPPAL member are free. Posting a request for a ride or extending an offer to drive through the Website is also free. Those who wish to get rides (“Passengers”) or to ship goods (“Shippers”) will be required to pay the agreed-upon price as posted on the Website (the “Transaction Price”) to those offering to drive (“Drivers”). Unless otherwise stated, all fees on the Website will be quoted in the local currency of the Driver. PICKUPPAL will not be a party to the agreement for a drive (a “Transaction”) made between a Driver and a Passenger or Shipper, as the case may be. The terms of such Transactions are to be agreed upon by the Driver and the Shipper or Passenger. The parties to a Transaction, as between themselves, will be responsible for paying any and all taxes, duties, and/or government charges that may be applicable to the Transaction. We accept no responsibility for, and offer no information or advice or confirmation of, the requirement for or sufficiency of, any such taxes or other government charges.

B. PICKUPPAL ACCOUNT

When you become a member of PICKUPPAL, you will be issued a PICKUPPAL Account. From time to time, PICKUPPAL may offer ways in which Drivers, Passengers and Shippers may receive promotion codes (“Promotion Codes”), redeemable on the Website for credits to their respective PICKUPPAL Accounts

(“PICKUPPAL Credits”). PICKUPPAL Credits will be applied automatically to any outstanding balance in a member’s PICKUPPAL Account; the value of a credit may vary depending on the member’s local currency. Please allow 48-hours for processing. Promotion Code and PICKUPPAL Credits may expire or be subject to other terms and conditions which will be stipulated at the time of issue.

Promotion Codes, PICKUPPAL Credits and PICKUPPAL Accounts are not transferable, do not have any cash value and are not exchangeable, returnable, refundable or redeemable for cash. Promotion Codes, PICKUPPAL Credits and PICKUPPAL Accounts may not be sold, traded or exchanged. Any attempt to do so may result in the cancellation of your PICKUPPAL membership, and any associated PICKUPPAL Credits or Promotion Codes being voided. Any applicable federal, state, provincial or other taxes associated with the collection or redemption of PICKUPPAL Credits or the use of the PICKUPPAL Account are the sole responsibility of the member. PICKUPPAL will not be liable or responsible for any tax consequences which may flow from the collection or redemption of PICKUPPAL Credits.

C. APPLICATION ON THE FACEBOOK®¹ PLATFORM

If you are a member of Facebook and choose to add the PICKUPPAL application on the Facebook Platform to your Facebook account, you must consent to the Platform Application Terms of Use and the PICKUPPAL Application Terms of Service which will be made available to you when you sign up for the application. By adding the PICKUPPAL application to your Facebook account, you consent to provide PICKUPPAL with access to certain personal information associated with your Facebook profile. For more information, please see our [Privacy Policy](#) and the Facebook Privacy Policy. The PICKUPPAL application will provide a meter on your Facebook profile, representing the approximate CO₂ reductions that you have achieved by using PICKUPPAL, and will allow you to invite friends to become members of PICKUPPAL. See the [Refer-A-Friend Terms and Conditions](#) for further details.

3. USE OF SERVICES

A. DRIVERS

By becoming a PICKUPPAL member, using the Services on the Website and acting as a Driver for Shippers or Passengers, Drivers represent and warrant that:

- You have all required licenses and permits, all of which are valid and current, to perform the service offered in all jurisdictions in which you will be driving;
- Your vehicle is road-worthy and registered/licensed, as required and complies with all safety and sanitary requirements and other legal and regulatory requirements applicable to the transportation of passengers

¹ Facebook® is a registered trade-mark of Facebook Inc. Facebook is not associated with and does not endorse, sponsor or have any other connection to the PICKUPPAL Facebook Platform Application, other than the fact that the PICKUPPAL Application was created to interface with Facebook Platform.

or goods of the types you will be transporting, in the jurisdictions in which you will be driving;

- You have adequate and up to date insurance, as required under applicable law, with an appropriately licensed insurer;
- Where required by law, you will prepare and provide to the Passenger or Shipper a contract of carriage that contains all terms and conditions legally required in the jurisdictions in which you will be driving;
- Your posting or accepting of an offer to be a Driver will not interfere with any other contractual obligation owed to any third party;
- You will deliver the goods or the Passenger to the agreed-upon destination in a safe and professional manner to the best of your abilities;
- If goods cannot be delivered for any reason, including but not limited to seizure at an international border or inability to locate the destination address, Driver will promptly inform the Shipper and, unless the goods have been seized, will make arrangements to return the goods at the Shipper's expense;
- You will comply with all the laws of the road and all laws and regulations applicable to the transportation of goods or passengers, as the case may be, in the jurisdictions in which you are driving;

B. PASSENGERS

By becoming a PICKUPPAL member, using the Services on the Website, and/or requesting and accepting an offer from a Driver for a ride, Passengers represent and warrant that:

- You will not distract, alarm, make additional demands, or otherwise interfere with the Driver's ability to drive safely and within the limits of the law;
- If requesting a ride to an international destination, that you have secured all necessary documentation prior to departure, including but not limited to a valid passport and/or visa;
- You will disclose in advance to the Driver if you have any luggage or other goods that you will be bringing with you for which there will need to be room in the Driver's vehicle;
- Your luggage, or other goods brought with you, will not include any of the Prohibited Goods listed under Paragraph C below.

C. SHIPPERS

By becoming a PICKUPPAL member, using the Services on the Website and/or requesting and accepting an offer from a Driver to ship your goods, Shippers represent and warrant that:

- The goods you wish to ship will be described completely and accurately to the Driver before your negotiations are completed;
- The goods you ship will not include any of the following prohibited goods ("Prohibited Goods"):
 - Alcoholic beverages

- Live animals, birds, insects or reptiles
- Cash or negotiable securities
- Firearms and restricted weapons
- Nuclear substances, explosives, gases, corrosives, toxic substances;
- Equipment, containers or items containing gasoline, diesel, or other flammable liquids, including residues
- Items subject to laws or regulations related to the transportation of dangerous goods, except in accordance with such laws and regulations
- Corpses or cremating remains (animal or human)
- Illegal items, including but not limited to illicit drugs
- Any item which, because of character, size, weight or composition is likely (i) to be obnoxious to the Driver; or (ii) to cause injury to the Driver or any third party, or damage to the property of the Driver or any other third party; (iii) to be dangerous to life, health, property or the environment when handled or transported;
- Where goods are to cross international boundaries, any items which are prohibited or restricted from exportation or importation.
- All goods will be packaged in containers of sufficient strength, durability and quality to withstand reasonable handling. Glass or other fragile items will be sufficiently wrapped to prevent breakage, and liquids will be securely capped, sealed, or otherwise closed to prevent leakage;
- If shipping goods internationally, you will provide Driver with adequate documentation necessary for import/export of the goods.

You also acknowledge and agree that if any goods that you ship cannot be delivered for any reason, including but not limited to seizure at an international border or inability to locate the destination address, return of the goods to you will be at your expense.

D. GENERAL

By becoming a PICKUPPAL member, and using the Services on the Website, you represent and warrant that you will comply with all applicable laws, statutes, ordinances and regulations regarding (i) your use of the Website or Services (including but not limited to your requests for or offers of service and conclusion of Transactions), and (ii) any activities resulting from your use of the Website or Services, including but not limited to complying with all laws related to vehicular traffic, shipment of goods, carriage of persons, public and personal security, importation, export, privacy, and consumer protection, as applicable. Membership and use of the Services is void where prohibited by applicable law.

4. PICKUPPAL MATCHES AND MEMBER RATINGS

A. MATCHING CRITERIA

Potential Drivers will be notified of ride/shipment requests based, in part, on the results of a ‘match’ performed by PICKUPPAL using criteria including but not limited to pick-up and destination location, preferred date of travel, and other compatible aspects of the member’s respective Member Profiles. Those with higher member ratings (described in Section 4B below) will also receive higher rankings in the match process. The criteria used to match Drivers, Passengers and Shippers are selected and applied at PICKUPPAL’s sole discretion. PICKUPPAL reserves the right at its sole discretion to amend the criteria or their respective weighting at any time without notice or appeal. PICKUPPAL does not guarantee that you will be successfully matched with any other members.

B. MEMBER RATINGS

Members will be given the opportunity to rate their experiences with other members through the Website. A member’s overall rating will be based on the scores given by other members, and the member’s history of use and account history (if any) with PICKUPPAL. Member ratings will be visible to potential matches, and may be one of the criteria members rely on to help choose the parties with whom they will interact. By posting ratings on the Website, you represent and warrant that the comments posted are fair and factual, based on your experience. Ratings become a permanent part of the member’s record, and cannot be edited or retracted by any member. PICKUPPAL will not edit or investigate the ratings given by other members, except where the feedback otherwise violates the User Conduct provisions set out in Section 6 below. While ratings are voluntary, PICKUPPAL encourages all members to rate their experience after each Transaction is complete.

5. SAFETY AND SECURITY SUGGESTIONS

PICKUPPAL does not run any background checks, including criminal background checks or reference checks, evaluate driving history, insurance, or other qualifications. PICKUPPAL encourages its members to exercise caution and common sense when interacting with another member, whether through the Website or in person. Use caution when selecting departure and arrival points in order to make the exchange as safe and secure as possible. You are solely responsible for selecting the members and/or individuals with whom you will travel, whose goods you will accept, and in whose hands you leave your goods to be delivered. If you do not feel safe or comfortable sharing a ride, accepting goods, or sending your goods with a Driver for any reason, you should use another means of transportation or shipping, or refuse to accept the role as Driver.

Remember that parts of your Member Profile details will be shared with potential matches, and that the Community Bulletin Board is visible to anyone using the Website. We do not recommend that you include information such as your full name, address, email or other contact information in your “bio”, or in communications through the Website, including but not limited to the Community

Bulletin Board. PICKUPPAL reserves the right, but is not obligated, to edit the content of such communications. We strongly encourage you to be cautious when sharing with other members personal information that could reveal your identity, address or contact information.

When a Driver meets a Passenger or Shipper in person, the Driver should present his/her driver's license to confirm his or her identity. Passengers and Shippers should request to see the Driver's license, if it is not presented voluntarily. Passengers or Shippers may be requested to show a copy of the ticket issued to them over the Website.

6. USER CONDUCT

We may provide the opportunity for members to exchange information, ideas and opinions through postings, responses, feedback, use of the Community Bulletin Board, or other material posted to, or exchanged through, the Website ("User Content"). User Content appearing on the Website does not necessarily reflect Our views. We reserve the right, but are not obligated, to review and remove or edit User Content at our sole discretion.

By accessing the Website, becoming a member of PICKUPPAL and/or submitting User Content, you represent, warrant and agree that:

- You are over the age of majority in the jurisdiction in which you reside;
- You will abide by all applicable laws and regulations;
- You will not upload, post, email or otherwise transmit any User Content that:
 - Constitutes unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", pyramid schemes or other such forms of solicitation;
 - Infringes any patent, trade-mark, trade secret, copyright or other proprietary or privacy right of any party;
 - Is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hatefully, racially, ethnically or otherwise objectionable; or
 - Contains any form of destructive software such as a virus, worm, trojan horse, or any other harmful components or any other computer file, program or code, designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
- You will not:
 - Harvest or otherwise collect or store any information (including personally identifiable information) about any other users of the Website or PICKUPPAL members except with the express consent

of such individuals and as contemplated by use of the Services offered;

- For the purposes of misleading others, create a false identity for your membership registration, or the origin of any message, forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content;
- Impersonate any person or entity, including but not limited to employees or representatives of PICKUPPAL, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- Attempt to gain unauthorized access to the Website, other computer systems or networks connected to the Website, through any means;
- Interfere with or disrupt networks or servers connected to the Website or violate the regulations, policies or procedures of such networks; or
- Use, download or otherwise copy, or provide to any person or entity any Website users directory or other user or usage information, or any portion thereof, other than in the context of your use of the Website.

7. MEMBER'S GRANT OF LICENSE

By posting or submitting postings, responses, feedback, or other material to this Website ("User Content"), you:

- a. represent and warrant that you own or otherwise control all rights (including but limited to copyright and moral rights) in and to the User Content, and that the User Content does not and will not infringe the rights of any third party; and
- b. grant to PICKUPPAL the unrestricted, worldwide, royalty-free, nonexclusive right to use, reproduce, display, adapt, modify, distribute, and edit the User Content for any purpose whatsoever.

8. LIMITATIONS

A. NO REPRESENTATIONS OR WARRANTIES

The Website is a venue through which potential Drivers, Passengers and Shippers can connect and make arrangements as between themselves for the transportation of goods and/or persons. We are not involved in the actual Transactions and therefore have no control over the accuracy, quality, safety or legality of the descriptions included in postings, the ability of Drivers to fulfill their obligations, or the ability of Passengers or Shippers to pay for the Drivers' services. We cannot ensure that a Passenger, Shipper or Driver will actually complete his or her responsibilities.

B. VERIFICATION AND REPORTING

PICKUPPAL may, but is not obligated to, verify the accuracy of the information our members provide when they register on the Website. However, we cannot confirm each member's purported identity or qualifications. We strongly encourage members to use the user-initiated feedback system on the Website to evaluate the members with whom you interact, and to research ratings prior to entering into a Transaction with another member.

C. NO ENDORSEMENT

PICKUPPAL does not sponsor or in any way control the individuals and businesses that are PICKUPPAL members. Therefore, membership in PICKUPPAL or use of the Services by such individuals or licensors should not in any way be construed as an endorsement by PICKUPPAL, its licensors or partners (including partners, sponsors and other participants in PICKUPPAL's "eco-rideshare" program and any other program developed or implemented by PICKUPPAL or otherwise through the Website for the purposes of attracting potential users of the Services), or their respective employees, officers, directors, or agents (collectively, the "Released Parties"). If you are dissatisfied with the results of a Transaction entered into through the Website, your sole recourse is to submit a negative rating, stop using the Website and Services and cancel your membership, and/or contact the other party to the Transaction.

9. RELEASE AND INDEMNITY; LIMITATION OF LIABILITY; NO WARRANTY

By using this Website, becoming a PICKUPPAL member, or using any Services on this Website, you agree to release the Released Parties from any and all liability, claims, demands, losses, costs, damages (actual and consequential) or actions of any kind and nature (collectively, "Liability"), known and unknown, suspected and unsuspected, disclosed and undisclosed, including reasonable attorney's fees suffered by you, your executors or heirs, any third party, or their respective successors or assigns, and agree to defend, indemnify and hold harmless the Released Parties from any Liability suffered by the Released Parties with respect to or resulting from (i) your use of, or your acts or omissions related to, the Website or Services, (ii) your breach of this Agreement (including all documents incorporated by reference); or (iii) your violation of any law or the rights of a third party. Without limiting the generality of the foregoing, the Released Parties will not be liable or responsible for: (i) the actions or inactions, acts or omissions, of any other PICKUPPAL member or other third party; (ii) any dispute that may arise between you and any other PICKUPPAL member or any third party; (iii) any damage to goods or bodily harm that may arise from or in connection with your use of the Services or your interaction with any other PICKUPPAL member or any third party; (iv) any misrepresentation, inaccurate, harmful, offensive or deceptive content posted on the Website, or any such conduct perpetrated, by any other PICKUPPAL member or any third party; or (v)

any deficiency in the quality, safety, security, reliability or timeliness of the goods or actions of any other PICKUPPAL member or other third party.

YOUR DECISION TO ACCEPT A RIDE, SHIP GOODS, OR CARRY GOODS OR PERSONS, IS AT YOUR SOLE RISK.

IN NO EVENT WILL THE RELEASED PARTIES BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, SERVICES OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) EVEN IF THE RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE RELEASED PARTY BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH USE OF THE WEBSITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR AGGRAVATED DAMAGES RESULTING FROM COMMUNICATIONS, MEETINGS OR EXCHANGES OF PROPERTY, WITH OTHER PICKUPPAL MEMBERS OR TRANSPORTATION OF PASSENGERS OR GOODS.

THE LIABILITY OF THE RELEASED PARTIES TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF THE AMOUNT OF COMMISSION YOU PAY TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND \$150.

THE RELEASED PARTIES PROVIDE THE WEBSITE AND SERVICES ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. THE RELEASED PARTIES SPECIFICALLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES OF TITLE, MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND THOSE ARISING BY LAW OR THROUGH A COURSE OF DEALING OR USAGE OF TRADE.

SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, OR CERTAIN LIMITATIONS ON IMPLIED WARRANTIES. ACCORDINGLY, THE EXCLUSIONS AND/OR LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

Each Released Party which is not a party to this Agreement is hereby constituted a third party beneficiary of the provisions of this Section 9.

10. TERM OF MEMBERSHIP

Your PICKUPPAL membership will commence upon Our acceptance of your registration and will continue until one of the following occurs: (1) you provide notice to PICKUPPAL of your intent to terminate this Agreement, (2) you breach any of the terms of this Agreement, including but not limited to using the Services in any fraudulent, misleading, material or harmful manner; or (3) PICKUPPAL elects to terminate this Agreement, with or without cause and for any reason at its sole discretion, by notice to you. In the event that your membership and/or this Agreement is terminated for any of the reasons stated above, you agree to discontinue any further use of the Services and the Website, and any PICKUPPAL Credits in your PICKUPPAL Account will be void. Any provision of this Agreement that imposes or contemplates continuing obligations on or of a party will survive any expiration or termination of this Agreement.

11 NOTICES

Except as explicitly stated otherwise or as required by law, you will provide any notices to PICKUPPAL by contacting us in writing at the following address:

PickupPal Online Inc
2nd floor
International Trading Center
Warrens, St. Micheal
Barbados, West Indies

PICKUPPAL will provide any notices to you by email to the email address you provide upon registration, and will be deemed given upon transmission.

12 GENERAL PROVISIONS

This Agreement does not, is not intended to and will not be construed as creating any agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and PICKUPPAL. You may not transfer your rights under this Agreement. The waiver of any breach or default under this Agreement will not constitute a waiver of any subsequent breach or default. This Agreement is deemed to be concluded in, and will be governed by and interpreted in accordance with the laws of, Barbados, without regard to principles of conflicts of law. You agree that any action to enforce this Agreement may be brought in Barbados. You further agree to submit to the personal jurisdiction of these courts for the purpose of any proceeding arising out of this Agreement and waive any objections and defenses inconsistent with such venue.

This Agreement, and any agreements incorporated by reference herein, set forth the entire understanding and agreement between you and PickupPal with respect

to the subject matter hereof. Headings and captions of the sections are for reference purposes only. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be stricken and the remaining provisions enforced.

Last Updated: June 24, 2008.

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