

## **PICKUPPAL Website Terms of Use**

The PICKUPPAL website (the "Website") is owned and made available to you by PickupPal Online Incorporated ("PICKUPPAL", "Us", "We"). The following terms ("Terms of Use") govern your access to and use of the Website. Please review these Terms of Use carefully. By accessing and/or using the Website, you agree to be bound by these Terms of Use.

From time to time, PICKUPPAL may amend these Terms of Use by posting revisions on the Website with no additional notice to you. Please check back frequently to see the Terms of Use then in effect. Your continued access to and use of the Website will constitute acceptance of the amended Terms of Use. If you do not agree with these Terms of Use, or any future amendments, your sole recourse is to cease use of the Website.

Your use of the Website and membership with PICKUPPAL is also governed by our Membership Agreement (see "Membership", below) and [Privacy Policy](#), which should also be reviewed prior to using the Website or any of the services offered on the Website (the "Services").

### **MEMBERSHIP**

PICKUPPAL makes this Website available for use by the general public, subject to these Terms of Use. In order to access and use the member-only components of the Website and the Services offered on it, you must register and become a member of PICKUPPAL. Please refer to the [Membership Agreement](#).

### **INTELLECTUAL PROPERTY**

All text, photographs, data, information, visual, or other digital material, software (including source and object codes), all other content of any description available on the Website or included in any Services (collectively, the "Content"), are the sole property of PICKUPPAL and/or its licensors. All Content is protected by copyright, trade-mark, service marks, patents, trade secrets and other proprietary rights and laws. Systematic retrieval of data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database or directory is prohibited. In addition, use of the Content for any purpose not expressly permitted in these Terms of Use is prohibited.

You may download one copy of the Content to any single computer for your personal, non-commercial use only, provided that you keep intact all copyright and other proprietary notices. You may not otherwise copy, reproduce, perform, distribute, display or create derivative works of the Content.

## **LINKS TO THIRD-PARTY WEBSITES**

We may offer links on the Website to the websites of third parties. Such links are provided only as a convenience. We do not review the content of such websites, and neither endorse, nor are responsible for, any content, advertising, products, services or other materials on or available from such third party websites. You assume full responsibility for your use of third party websites. Such websites may be governed by terms and conditions different from those of PICKUPPAL, and we encourage you to review the terms and privacy policies of those third parties before using their websites.

If you are a member of Facebook®<sup>1</sup> and choose to add the PICKUPPAL application on 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 CO<sub>2</sub> 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.

## **INDEMNIFICATION**

By using the Website, you agree to defend, indemnify and hold harmless PICKUPPAL, its licensors and 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), and their respective employees, officers, directors, or agents (collectively, the "Released Parties") from any and all claims, liabilities and expenses, including, without limitation, attorneys' fees and other legal expenses, whether in tort, contract or otherwise, relating to or arising out of your breach of these Terms of Use, or infringement of the rights of any third party.

## **NO WARRANTIES**

**YOUR USE OF OUR WEBSITE IS AT YOUR SOLE RISK. ALL CONTENT AND USER CONTENT INCLUDED ON OR AVAILABLE THROUGH THE WEBSITE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT**

---

<sup>1</sup> 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.

ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED . WE DO NO WARRANT THAT THE CONTENT IS ACCURATE RELIABLE OR CORRECT; THAT THIS SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT YOUR ACCESS TO OUR WEBSITE WILL BE UNINTERRUPTED; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE CONTENT IS TIMELY, SECURE OR ERROR-FREE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PICKUPPAL DISCLAIMS ALL WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. BECAUSE SOME JURISDICTIONS TO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO YOU.

### **LIMITATIONS OF LIABILITY**

PICKUPPAL assumes no responsibility or liability for the accuracy of any information, ideas and/or opinions posted by users. We are not liable for any claims, damages or losses resulting from any information, ideas and/or opinions posted by users.

UNDER NO CIRCUMSTANCES WILL PICKUPPAL, OR ANY RELEASED PARTY, BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF OUR WEBSITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF PICKUPPAL AND THE RELEASED PARTIES DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND OTHER LEGAL EXPENSES) RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF OUR WEBSITE OR THE CONTENT, INCLUDING, WITHOUT LIMITATION, (A) ANY ERRORS IN, OR OMISSIONS FROM, OUR WEBSITE AND THE CONTENT; (B) ANY THIRD-PARTY WEBSITES, CONTENT AND/OR SERVICES DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS FROM OUR WEBSITE; (C) THE UNAVAILABILITY OF OUR WEBSITE OR ANY PORTION THEREOF; (D) YOUR USE OF, OR INABILITY TO USE, OUR WEBSITE; (E) ANY ERRORS IN, OMISSIONS FROM, OR IDEAS, INFORMATION AND/OR OPINIONS CONTAINED IN USER CONTENT ON THE WEBSITE; (F) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH OUR WEBSITE; OR (G) ANY COMPUTER VIRUSES, WORMS OR TROJAN HORSES, ANY OTHER TYPE OF DESTRUCTIVE OR MALICIOUS COMPUTER CODE (BY WHATEVER NAME IT IS CALLED), OR ANY UNAUTHORIZED COMPUTER CODE THAT IS ATTACHED TO, OR MADE A PART OF, OR UNAUTHORIZED ACCESS TO, OUR WEBSITE BY ANY PERSON, GROUP OR ORGANIZATION. SOME

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

Each Released Party is hereby constituted a third party beneficiary of the provisions of these Terms of Use.

## **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

## **CHOICE OF LAW AND FORUM**

These Terms of Use are governed by and will be interpreted in accordance with the laws of Barbados, without regard to any principles of conflicts of law. You agree that any action to enforce these Terms of Use may be brought in federal courts located in Barbados. You further agree to submit to the personal jurisdiction of these courts for the purpose of any proceeding arising out of these Terms of Use and waive any objections and defenses inconsistent with such venue. By using this Website, you represent and warrant that your use complies with applicable law in your jurisdiction of residence.

## **GENERAL**

Headings of the sections are for reference purposes only and will not be used to interpret or construe these Terms of Use. If any provision of these Terms of Use is held to be invalid or unenforceable, such provision will be stricken and the remaining provisions enforced. Notwithstanding any other provisions of these Terms of Use, any provision of these Terms of Use that imposes or contemplates continuing rights or obligations on you or us will survive the expiration or termination of these Terms of Use, including, without limitation, the indemnification and limitation of liability provisions.

Last Updated: June 24, 2008.