

Earlybirds Corporation (hereinafter referred to as “Liftsearch”) has developed a carpooling platform accessible on a website at the address [www.liftsearch.co.za](http://www.liftsearch.co.za) or in the form of a mobile application, and designed to put drivers travelling to a given destination in contact with passengers going in the same direction, in order to enable them to share the Trip and therefore the associated costs (hereinafter referred to as the “Platform”).

These terms and conditions have the purpose of governing access to and the terms of use of the Platform. Please read them carefully. You understand and recognise that Liftsearch is not party to any agreement, contract or contractual relations, of any nature, entered into between the Members of its Platform.

By clicking “Login with Facebook” or “Register with an email address”, you recognise having read and accepted all these general conditions of use.

## 1. Definitions

*In this document,*

“**Advert**” means an advertisement about a Trip posted on the Platform by a Driver;

“**Liftsearch**” has the meaning given to it in Article 1 above;

“**T&Cs**” means these Terms and Conditions;

“**Account**” means the account that must be created in order to become a Member and access certain services offered by the Platform;

“**Facebook Account**” has the meaning given to it in Article 2.2 below;

“**Driver**” means the Member using the Platform, to offer to transport another individual in exchange for the Cost Contribution, for a Trip and at a time defined by the Driver alone;

“**Booking Confirmation**” has the meaning given to it in Article 4.b.i below;

“**Member Content**” has the meaning given to it in Article 10.b below

“**Service Fee**” has the meaning given to it in Article 5 below;

“**Member**” means any individual having created an Account on the Platform;

“**Passenger**” means the Member having accepted the offer to be transported by the Driver or, where applicable, the person on whose behalf a Member has booked a Seat;

“**Cost Contribution**” means, for a given Trip, the sum of money requested by the Driver and accepted by the Passenger for his contribution to the travel costs;

“**Seat**” means the seat booked by a Passenger in the Driver’s vehicle;

“**Platform**” has the meaning given to it in Article 1 above;

“**Booking**” has the meaning given to it in Article 4.b.1. below;

“**Services**” means all services delivered by Liftsearch via the Platform;

“**Website**” means the website accessible at the address [www.liftsearch.co.za](http://www.liftsearch.co.za);

“**Leg**” has the meaning given to it in Article 4.1 below;

“**Trip**” means the journey subject of an Advert published by a Driver on the Platform, and for which he agrees to transport Passengers in exchange for the Cost Contribution;

“**Trip with Booking**” has the meaning given to it in Article 4.b.i below;

“**Trip without Booking**” has the meaning given to it in Article 4.b.ii below;

## 2. Registration on the Platform and creation of an Account

### 1. Conditions of registration on the Platform

- The Platform may be used by individuals aged 18 or older. Registration on the platform by a minor is strictly prohibited. In accessing, using or registering on the platform, you represent and warrant that you are aged 18 or older.

### 2. Creation of an Account

- The platform enables members to post and view adverts/posts and to interact with each other to book a seat. You can view the adverts if you are not registered on the Platform. However, you cannot post an advert or book a seat without having first created an account and becoming a Member.
- To create your Account, you can:
  - Complete all mandatory fields in the registration process;
  - You will be prompt to log in with your Facebook account or email account
- To register on the platform, you must have read and accept these T&Cs and the privacy policy. Your registration constitutes your agreement to be bound by these T&Cs and the Privacy Policy, which establishes a contractual relationship between you and Liftsearch. If you do not agree to these T&Cs and the Privacy Policy, you may not access or use the Services.
- When creating your account, regardless of the method chosen, you agree to provide accurate and true information, and to update it through your profile or by notifying Liftsearch, in order to guarantee its relevance and accuracy throughout your contractual relations with Liftsearch.
- In the case of registration by email, you agree to keep secret the password chosen upon creating your account and not to communicate it to anybody. If you lose or disclose your password, you undertake to inform Liftsearch immediately.

- Unless you have expressly notified Liftsearch of the loss, the fraudulent use by a third party, or the disclosure of your password to a third party, you alone are responsible for the use of your account by third parties.
- You agree not to create or use, under your own identity or that of a third party, Accounts other than the one initially created.

### 3. Verification

- Liftsearch may, for the purpose of transparency, improving trust, or prevention or detection of fraud: set up a system for verification of some of the information you provide on your profile. This is notably the case when you enter your telephone number or provide us with an Identity document.
- You recognize and accept that Liftsearch cannot guarantee the truthfulness, reliability or validity of the information of any Member and does not accept any liability thereto.

### 4. Use of the Services

#### a. Posting Adverts

- I As a Member, and provided you fulfill the conditions below, you can create and post Adverts on the Platform by entering information about the Trip you intend to make (dates/times and collection/arrival points, number of seats offered, options available, amount of the cost contribution, etc.).
- When posting your Advert, you can indicate the milestone towns in which you agree to stop, to pick up or drop off Passengers. The sections of the Trip between these milestone towns or between one of these milestone towns and the collection point or destination of the Trip constitutes “Legs”.
  - You are only authorised to post an advert if you fulfill all the following conditions:
    - you hold a valid driving license;
    - you only offer adverts for vehicles you own or use with the express permission of the owner, and in all cases that you are authorized to use for the purpose of carpooling. In the case of business, that you have the required legal permits and licenses such as passenger carrier permit & passenger authorization permit;
    - you are and remain the only driver of the vehicle subject of the Advert;
    - the vehicle has valid third party insurance;
    - you have no contraindication or medical incapacity for driving;
    - the vehicle you intend to use for the Trip is a touring car with 4 wheels and a maximum of 7 seats; or registered public transport bus registered with NATIS
    - you do not intend posting another advert for the same trip on the platform;
    - you do not offer more seats than the number available in your vehicle;
    - all seats offered have a seatbelt, even if the vehicle is approved with seats having no seatbelt;
    - to use a vehicle in good working order and which complies with the applicable legal provisions and customs, notably with an up-to-date road worthy certificate.

- You recognize that you are solely responsible for the content of the advert you post on the Platform. Consequently, you represent and warrant the accuracy and truthfulness of all information contained in your Advert, and you undertake to fulfil the Trip under the conditions described in your Advert.
- Providing your advert complies with the T&Cs, it will be posted on the Platform and therefore visible to Members and all visitors, even non-members, conducting a search on the Platform or on the website of Liftsearch's partners.
- Liftsearch reserves the right, at its sole discretion and without notice, to refuse to post or to remove, at any time, any Advert that does not comply with the T&Cs or if it considers the Advert as damaging to its image, that of the Platform, or that of the Services.
- You recognize and accept that the criteria taken into account in the classification and the order of display of your advert among the other Adverts are at the sole discretion of Liftsearch.

**b. Booking a Seat**

- i. When a Passenger is interested in an advert, he/she makes an online Booking request. This Booking request is accepted manually by the Driver and only after approval are the contact details revealed.
- ii. While there are no payments, Liftsearch will send you the telephone number of the Driver (if you are the Passenger) or of the Passenger (if you are the Driver). You are then solely responsible for executing the contract binding you to the other Member.

**c. Booking parcel space**

- When a Passenger is interested in a parcel advert, he/she makes an online booking request. This Booking request is accepted manually by the driver and only after approval are the contact details revealed. While online payments are not functional yet, Liftsearch will send you the telephone number of the driver (if you are the Passenger) or of the Passenger (if you are the driver). You are then solely responsible for executing the contract binding you to the other Member.

**d. Named nature of the Seat booking and terms of use of the Services on behalf of a third party**

- Any use of the Services, in the capacity of Passenger or Driver, relates to a specific name. The Driver and the Passenger must correspond to the identity communicated to Liftsearch and the other Members participating in the Trip.
- However, Liftsearch allows its Members to book one or more Seats on behalf of a third party. In this case, you undertake to accurately indicate to the Driver, at the time of the Booking or when sending the message to the Driver (in the context of a Trip without Booking), the forenames, and age and telephone number of the person on whose behalf you are reserving a Seat.

- It is strictly prohibited to book a Seat for a minor under the age of 13 to travel alone. In the case where you are reserving a Seat for a minor over the age of 13 to travel alone, you undertake to request the prior agreement of the Driver and to provide him with duly completed and signed permission of his/her legal guardians.
- In addition, the Platform is intended for the booking of Seats for individuals. It is forbidden to book a Seat for transporting any object, package, animal traveling alone or material items whatsoever.
- Furthermore, it is prohibited to publish an Advert for a Driver other than you.

**e. Review System**

- Operation: Liftsearch encourages you to leave a review about a Driver (if you are a Passenger) with whom you have shared a Trip or with whom you were supposed to share a Trip. However, you are not permitted to leave a review about another Passenger if you were a Passenger, or about a Member with whom you have not travelled or with whom you were not supposed to travel with.
- Limit: Liftsearch reserves the right to suspend your Account, limit your access to the Services, or terminate these T&Cs in the case where (i) you have received at least three reviews and (ii) the average review you have received is less than or equal to 3.
- Financial Conditions: Access to and registration on the Platform, as well as searching, viewing, and posting Adverts is subject to full payment of subscription fee.

**f. Cost Contribution**

- prohibited to profit in any way from using our Platform. Consequently, you agree to limit the Cost Contribution you ask your Passengers to pay to the costs you incur to make the trip, unless you are registered on the platform as a business.
- As a non-commercial Driver, you agree not to request a Cost Contribution higher than the costs you incur and that may generate a profit, being specified that in the context of a cost sharing, you have to bear as a Driver your own part of the costs induced by the Trip.
- You are solely responsible for calculating the costs you incur for the Trip and for checking that the amount requested of your Passengers does not exceed the costs you incur (excluding your share of the costs).
- Payment of the Cost Contribution to the Driver
  - The passenger and driver agree to the terms of payment of the cost contribution. Liftsearch does not facilitate payments at this stage and shall not held liable to payment failures. Passengers are encouraged to honour their payments as agreed with the driver.

**5. Commercial purpose of the Services and the Platform**

- a. You may only use the Services on a commercial basis if you sign up on the platform as a business. If not registered as a business, you are not permitted to operate as such. The drivers signed up as business are required to submit their relevant tax returns. They are also required to have relevant transport permits as provided by the Roads Authority of South Africa [www.sanral.co.za](http://www.sanral.co.za).

- b. Liftsearch reserves the right to suspend your Account in the case where you use a chauffeur-driven or other business vehicle or taxi, or a company car, and due to this, generate a profit from the Platform when you are not registered as such.
- c. You agree to provide to Liftsearch, on its request, a copy of your car registration certificate and/or any other document presenting that you are authorized to use the vehicle on the Platform and are not drawing any profit therefrom.
- d. Liftsearch also reserves the right to suspend your Account, limit your access to the Services, or terminate these T&Cs, in the case of activity by you on the Platform which, owing to the nature of the Trips offered, their frequency, the number of Passengers carried and the Cost Contribution requested, entails a situation of profit for you, or for any reason suggesting to Liftsearch that you are generating a profit on the Platform.

## 6. Cancellation Policy

- a. Although Liftsearch encourages users to honour their commitments, Liftsearch does not offer any guarantee, of any nature, in the case of cancellation for any reason, by a Passenger or a Driver, of a Trip.

## 7. Behaviour of users of the Platform and Members

Although Liftsearch encourages users to honour their commitments, Liftsearch does not offer any guarantee, of any nature, in the case of cancellation for any reason, by a Passenger or a Driver, of a Trip.

### a. Undertaking of all users of the Platform

- You recognise being solely responsible for respecting all laws, regulations and obligations applicable to your use of the Platform.
- Furthermore, when using the Platform and during Trips, you undertake:
  - not to use the Platform for professional, commercial or profit-making purposes unless registered as such;
  - not to send Liftsearch (notably upon creation or updating of your Account) or the other Members any false, misleading, malicious or fraudulent information;
  - not to speak or behave in any way or post any content on the Platform of a defamatory, injurious, obscene, pornographic, vulgar, offensive, aggressive, uncalled-for, violent, threatening, harassing, racist or xenophobic nature, or with sexual connotations, inciting violence, discrimination or hatred, encouraging activities or the use of illegal substances, or more generally contrary to the purpose of the Platform, that may infringe the rights of Liftsearch or a third party or contrary to good morals;
  - not to infringe the rights and image of Liftsearch, notably its intellectual property rights;
  - not to open more than one Account on the Platform and not to open an Account in the name of a third party;
  - not to try to bypass the online booking system of the Platform, notably by trying to send another Member your contact details in order to make the booking outside of the Platform;

- not to contact another Member, notably via the Platform, for a purpose other than defining the terms of the carpooling; to comply with these T&Cs
- to comply with these T&Cs and the private policy;

**b. Undertakings of the Drivers**

- Furthermore, when you use the Platform as Driver, you undertake:
  - to comply with and respect all laws, regulations and codes applicable to driving and the vehicle, notably to hold civil liability insurance valid at the time of the Trip and to be in possession of a valid driving license;
  - to check that your insurance covers carpooling and that your Passengers are considered as third parties in your vehicle and are therefore covered by your insurance during the whole Trip, even if cross-border;
  - not to take any risk when driving, nor to take any product that may impair your attention and your abilities to drive vigilantly and completely safely;
  - to post Adverts corresponding only to Trips actually planned;
  - to make the Trip as described in the Advert (notably with regard to using or not using the motorway) and to respect the times and places agreed with the other Members (notably meeting place and drop-off point);
  - not to take more Passengers than the number of Seats indicated in the Advert;
  - to use a vehicle in good working order and which complies with the applicable legal provisions and customs, notably with an up-to-date road-worthy certificate;
  - to communicate to Liftsearch or any Passenger who so requests your driving license, your car registration certificate, your insurance certificate, your Permit and any document demonstrating your capacity to use the vehicle as Driver on the Platform;
  - in the case of holdup or change to the time or the Trip, to inform your Passengers without delay;
  - in the case of a cross-border Trip, to hold and keep available to the Passenger and any authority that may so request any document evidencing your identity and your right to cross the border;
  - to wait for Passengers at the agreed meeting place for at least 15 minutes after the agreed time;
  - not to post an Advert relative to a vehicle you do not own or that you are not authorized to use for the purpose of carpooling;
  - to ensure you can be contacted by your Passengers by phone on the number registered on your profile;
  - not to generate any profit via the Platform unless registered as a business
  - not to have any contraindication or medical incapacity for driving
  - to behave appropriately and responsibly during the Trip, and in compliance with the spirit of carpooling;
  - not to decline any Booking based on race, color, ethnicity, national origin, religion, sexual orientation, marital status, disability, physical appearance, marital status, pregnancy, special vulnerability due to their economic situation, name, place of residence, health, political opinion, age;



**c. Undertakings of the Passengers**

- When you use the Platform as Passenger, you undertake:
  - to adopt appropriate behaviour during the Trip so as not to hinder the concentration or driving of the Driver or the peace and quiet of the other Passengers;
  - to respect the Driver's vehicle and its cleanliness;
  - in the case of holdup, to inform the Driver without delay;
  - in the case of Trips without Booking, to pay the Driver the agreed Cost Contribution;
  - to wait for the Driver at the meeting place for at least 15 minutes beyond the agreed time;
  - to communicate to Liftsearch, or any Driver who so asks, your identity card or any document evidencing your identity;
  - not to carry during a Trip any item, goods, substance or animal that could hinder the driving and concentration of the Driver, or the nature, possession or carriage of which is contrary to the legal provisions in force;
  - in the case of a cross-border Trip, to hold and keep available to the Driver and any authority that may so request any document evidencing your identity and your right to cross the border;
  - to ensure you can be contacted by your Passengers by phone on the number registered on your profile, including at the meeting point.
- In the event where you have made a Booking for one or more Seats on behalf of third parties, in compliance with the stipulations of Article 4.2.3 above, you guarantee respect by this third party for the stipulations of this article, and generally these T&Cs.
- Liftsearch reserves the right to suspend your Account, limit your access to the Services, or terminate these T&Cs, in the case of breach by the third party on whose behalf you have booked a Seat under these T&Cs.

**8. Suspension of accounts, limitation of access and termination**

- a. You can terminate your contractual relations with Liftsearch at any time, without cost and without reason. To do this, simply go to the "Logout" tab of your Profile page and delete the Liftsearch app from your phone.
- b. In the event of (i) breach by you of these T&Cs, including but limited to your obligations as Member mentioned in Articles 6 and 8 above, (ii) exceeding the limit set out in Article 4.3.3 above, or (iii) if Liftsearch has genuine reason to believe that this is necessary to protect its security and its integrity, that of the Members or third parties, or for the purpose of prevention of fraud or investigations, Liftsearch reserves the right to:
  - to adopt appropriate behaviour during the Trip so as not to hinder the concentration or driving of the Driver or the peace and quiet of the other Passengers;
  - terminate the T&Cs binding you with Liftsearch immediately and without notice; and/or;
  - prevent the posting of or remove any review, Advert, message, content, Booking request, or any content posted by you on the Platform; and/or;
  - limit your access and your use of the Platform; and/or;
  - temporarily or permanently suspend your Account.



- c. When this is necessary, you will be notified of the establishment of such measure in order to enable you to give explanations to Liftsearch. Liftsearch will decide, at its sole discretion, whether or not to lift the measures put in place.

## 9. Personal Data

- a. In the context of your use of the Platform, Liftsearch will collect and process some of your personal data. In using the Platform and registering as a Member, you recognize and accept the processing of your personal data by Liftsearch in compliance with the applicable laws and the stipulations of the Privacy Policy.

## 10. Intellectual property

### a. Content published by Liftsearch

- Subject to the contents provided by its Members, Liftsearch is the sole holder of all intellectual property rights relating to the Service, the Platform, its content (notably texts, images, designs, logos, videos, sounds, data, and graphics) and to the software and databases ensuring their operation.
- Liftsearch grants you a non-exclusive, personal and non-transferable right to use the Platform and the Services, for your personal and private use, on a non-commercial basis and in compliance with the purpose of the Platform and the Services.
- You are prohibited from any other use or exploitation of the Platform and Services, and their content, without the prior written permission of Liftsearch. Notably, you are prohibited from:
  - reproducing, modifying, adapting, distributing, publicly representing and disseminating the Platform, the Services and the content, with the exception of that expressly authorised by Liftsearch;
  - decompiling and reverse engineering the Platform or Services, subject to the exceptions stipulated by the texts in force;
  - extracting or attempting to extract (notably using data mining robots or any other similar data collection tool) a substantial part of the data of the Platform.

### b. Content published by Liftsearch

- In order to enable the provision of the Services, and in compliance with the purpose of the Platform, you grant Liftsearch a non-exclusive license to use the content and data you provide in the context of your use of the Services (hereinafter referred to as your “Member Content”).
- In order to enable Liftsearch to distribute via the digital network and in accordance with any communication protocol (notably internet and mobile network), and to provide the content of the Platform to the public, you authorise Liftsearch, for the whole world and throughout the duration of your contractual relations with Liftsearch, to reproduce, represent, adapt and translate your Member Content as follows:
  - you authorise Liftsearch to reproduce all or part of your Member Content on any digital recording media, known or as yet unknown, and notably on any server, hard disk, memory card, or any other equivalent media, in any format and by any process, known or as yet unknown, to the extent necessary to any

operation of storage, backup, transmission or download linked to the operation of the Platform and the provision of the Service;

- you authorise Liftsearch to adapt and translate your Member Content, and to reproduce these adaptations on any digital media, current or future, stipulated in point (i) above, with the aim of providing the Services, notably in different languages. This right notably includes the option to make modifications to the formatting of your Member Content, with respect for your moral right, for the purposes of respecting the graphics charter of the Platform and/or making it technically compatible with a view to its publication via the Platform.

### **11. Role of Liftsearch**

- a. The Platform constitutes an online networking platform on which the Members can create and post Adverts for Trips for the purpose of carpooling. These Adverts can notably be viewed by the other Members to find out the terms of the Trip, and where applicable, to directly book a Seat in the vehicle in question with the Member having posted the Advert on the Platform.
- b. In using the Platform and in accepting these T&Cs, you recognize that Liftsearch is not party to any agreement entered into between you and the other Members with a view to sharing the costs relating to a Trip.
- c. Liftsearch has no control over the behavior of its Members and the users of the Platform. It does not own, exploit, supply or manage the vehicles subject of the Adverts, and it does not offer any Trips on the Platform.
- d. You recognise and accept that Liftsearch does not control the validity, truthfulness or legality of the Adverts, Seats and Trips offered. In its capacity of carpooling intermediary, Liftsearch does not provide any transport service and does not act in the capacity of carrier; the role of Liftsearch is limited to facilitating access to the Platform.
- e. The Members (Drivers or Passengers) act under their sole and full responsibility.
- f. its capacity of intermediary, Liftsearch cannot be held liable for the effective occurrence of a Trip, and notably owing to:
  - erroneous information communicated by the Driver in his Advert, or by any other means, with regard to the Trip and its terms;
  - cancellation or modification of a Trip by a Member;
  - non-payment of the Cost Contribution by a Passenger in the context of a Trip without Booking;
  - the behavior of its Members during, before or after the Trip
  - Liftsearch 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 Liftsearch has been advised of the possibility of such damages. Liftsearch shall not be liable for any damages, liability or losses arising out of:
    - your use of or reliance on the services or your inability to access or use the services; or
    - any transaction or relationship between you and any other Member, even if Liftsearch has been advised of the possibility of such damages.

- g. Liftsearch shall not be liable for delay or failure in performance resulting from causes beyond Liftsearch's reasonable control. You acknowledge that Drivers providing transportation services requested through this platform may offer ridesharing or peer-to-peer transportation services and may not be professionally licensed or permitted to offer commercial public transportation services.

## **12. Operation, availability and functionalities of the Platform**

- a. Liftsearch shall try as far as possible to maintain the Platform accessible 7 days a week and 24 hours a day. Nevertheless, access to the Platform may be temporarily suspended, without notice, owing to technical maintenance, migration or update operations, or owing to outages or constraints linked to the operation of the network.
- b. Furthermore, Liftsearch reserves the right to modify or suspend all or part of access to the Platform or its functionalities, at its sole discretion, temporarily or permanently.

## **13. Modification of the T&Cs**

- a. These T&Cs and the documents integrated by reference express the entire agreement between you and Liftsearch relative to your use of the Services. Any other document, notably any mention on the Platform (FAQ, etc.), is for guideline purposes only.
- b. Liftsearch may modify these T&Cs in order to adapt to its technological and commercial environment, and to comply with the legislation in force. Any modification to these T&Cs will be published on the Platform with mention of the date of effect, and you will be notified by Liftsearch before it takes effect.
- c. Your continued access or use of the Services after such publishing constitutes your consent to be bound by the T&Cs, as amended.

## **14. Indemnity**

- a. You agree to indemnify and hold Liftsearch 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:
- Your use of the Services or services or goods obtained through your use of the Services;
  - Your breach or violation of any of these T&Cs;
  - Liftsearch's use of your Personal Data; or (iv) your violation of the rights of any third party, including other Members.

## **15. Applicable law – Dispute**

- a. These T&Cs shall be governed by, construed and interpreted in accordance with the Laws of South Africa and you irrevocably submits to the jurisdiction of the High Court of South Africa.
- b. You are welcome to contact our offices with your complaint on the [Contact form](#).

**16. Legal notices**

- a. Liftsearch may give notice by means of a general notice on the Platform, electronic mail 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 Liftsearch by written communication to:
  - Liftsearch's address at <https://liftsearch.co.za>.
- b. The Platform is published by <https://liftsearch.co.za>.