

# TERMS OF SERVICE

## 1 SCOPE AND DEFINITIONS

- 1.1** These Terms of Service together with the Privacy Policy constitute the agreement between the User and Wisemile with regard to any use of the App, the Site and the Service.
- 1.2** The following definitions will be used in the following meaning throughout the Terms.
- “App”** means the Wisemile mobile application maintained and operated by Wisemile, available for download via Google play and iTunes App Store.
- “Cost Contribution”** means the fee that is requested by the Driver for the agreed Trip and is shown by the Driver via the App and the Site and accepted by the Passenger or the Package Sender when agreeing with the Ridesharing, Courier service or Taxi service before the commencement of the Trip.
- “Courier service”** means the using of a Vehicle for a Trip by a Driver carrying a package as previously agreed with the Package sender.
- “Driver”** means the User using the App to offer Ridesharing, Courier or Taxi service to a Passenger or a Package sender.
- “Driver’s services”** means the Ridesharing, the Courier service and the Taxi service and any other transport services not provided by Wisemile but by the Driver.
- “Package sender”** means an individual who has agreed to use the Service to send packages with a Driver.
- “Passenger”** means an individual who has agreed to use the Ridesharing or the Taxi service.
- “Privacy Policy”** means Wisemile’s Privacy Policy, which constitutes an integral part of the agreement between the User and Wisemile on the use of the App, the Site and the Service.
- “Ridesharing”** means the using of a Vehicle for a Trip by a Driver carrying a Passenger for that Trip.
- “Service”** means an intermediary platform for communication between the Drivers, the Passengers and the Package senders made available and operated by Wisemile via the App and the Site for the purposes of offering and ordering the Driver’s services.
- “Site”** means [www.wisemile.com](http://www.wisemile.com).
- “Taxi service”** means the carriage of Passengers by the Driver in the Vehicle in duration of the Trip requested by the Passenger via the App or the picking up of the Passenger using a Vehicle adjusted for taxi services, or waiting with such a Vehicle at the place agreed with the Passenger to commence the Trip.
- “Terms”** means these Terms of Service together with the Privacy Policy
- “Trip”** means a given journey or part of it in relation to which a Driver and a Passenger or a Package sender have agreed on through the App or the Site.
- “User account”** means an account created by a User on the App and used in order to access the Service.

“**User**” means a Passenger, a Package sender, a Driver using the Services.

“**Vehicle**” means the vehicle used by a Driver for offering the Ridesharing, Taxi or Courier services.

“**Wisemile**” means Wisemile AS, a public limited company incorporated in Estonia under the registry code 12839423, address Mustaoja 1-1, Peetrimõisa village, Viljandi parish, Viljandi county.

## **2 THE SERVICE**

- 2.1** Wisemile is the provider of the Service, not a provider or broker of transport services. The agreement for the carriage of Passengers or packages is between the Driver and the Passenger or the Package sender respectively. Wisemile is unable to influence the quality of the Driver’s services. Any issues with defects or quality of the Driver’s services will be resolved in accordance with applicable legislation.
- 2.2** Wisemile is committed to contributing to the improvement of the quality of transport. For this reason we ask to fill out a feedback form provided in the App after using the Driver’s services. This enables us to offer suggestions to the Driver for improving the quality of the Driver’s services.
- 2.3** Wisemile expects that the User uses the Driver’s services in good faith and is respectful of the Drivers who offer the Driver’s services.
- 2.4** Wisemile will make every effort to ensure that only Drivers who have integrity and are respectful of their Passengers and Package senders use the Service. However, Wisemile is in no position to guarantee that every Driver, located via the Service, satisfies the aforementioned criteria at all times. If you experience objectionable Drivers, please notify our support team.
- 2.5** If a User fails to comply with any of the Terms, Wisemile reserves the right to keep information relating to the breach, to publish or disclose this information on the User’s online profile and to suspend or cancel the User’s access to the Service..

## **3 USING THE APP AND THE SITE**

- 3.1** The use of the App requires installation of the App software on the User’s device and registration of a User account.
- 3.2** Upon creating the User account, the mobile phone number of the User is linked to the User account so that the User inserts their mobile phone number into the App after which the User will receive a SMS with a 4-digit code which can be validated via the App. This service is free of charge, except for the possible cost levied by a User’s mobile phone operator for receiving the SMS
- 3.3** The User is entirely responsible for maintaining the confidentiality of its User account login information and for all activities that occur on its User account.
- 3.4** The User agrees to immediately notify Wisemile of any unauthorized use, or suspected unauthorized use, of their User account or any other breach of security relating to the User account or the use of the Service.
- 3.5** Usage of the Site is available for Passengers and Package senders to contact Drivers for Rideshares and Courier services only. Using the Site to act as a Driver is not possible, the information relating to the Driver’s services is automatically transferred from the App to be reflected on the Site.
- 3.6** Usage of the Site is possible without creating a User account.
- 3.7** In case of any faults in the App software or on the Site, Wisemile will endeavor to correct them as soon as possible, but please note that the functioning of the App and the Site may be restricted due to occasional technical errors and Wisemile is not able to guarantee unlimited faultless functioning at all times. Wisemile will also accept no

liability for any losses incurred as a consequence of the App or the Site not functioning or not being usable in the desired manner.

- 3.8** By posting content on the App or the Site the User is deemed to have granted a licence to Wisemile to display such content on the App and the Site to the extent necessary for the provision of the Service by Wisemile and to use the same for any purposes related to Wisemile's providing the Service according to the Terms.
- 3.9** User may not post on the App any defamatory, misleading or offensive content or any content which infringes any person's intellectual property rights. Any such content is contrary to Wisemile's policy and Wisemile does not accept liability in respect of such content. The User posting respective content will be personally liable for any consequences arising in relation to such posting, including but not limited to compensation of damages caused to any person. Wisemile may, however, as soon as Wisemile becomes aware of infringing content, do everything it can to remove such content from the App and the Site.

## **4 SPECIFIC OBLIGATIONS OF THE USER**

**4.1** Each of the Drivers undertakes and agrees that:

- 4.1.1** they will present themselves in their Vehicle announced on the App or the Site on time and at the place agreed with the respective Passenger or the Package sender;
- 4.1.2** if the Driver decides to change any aspect of a Trip or cancel a Trip, the Driver undertakes to contact all Passengers and Package senders who have made a booking for that Trip;
- 4.1.3** they must wait for the Passenger(s) and Package sender(s) at the pickup point for at least 15 minutes after the agreed time,
- 4.1.4** they must abide by all road rules and other laws of the countries in which they are driving and will drive safely.

**4.2** Each of the Passengers and Package senders undertakes and agrees that:

- 4.2.1** they will present themselves on time and at the place agreed with the Driver;
- 4.2.2** they will immediately inform the Driver if they are required to cancel a Trip;
- 4.2.3** when using the Rideshare or the Courier service, they wait at the pickup point for at least 15 minutes after the agreed time for the Driver to arrive;
- 4.2.4** they will pay the Cost Contribution to the Driver.

## **5 INTELLECTUAL PROPERTY**

- 5.1** Subject to the compliance with the Terms, Wisemile grants the User a limited, non-exclusive, non-sublicensable, revocable and non-transferrable licence to use the App and the Site and the contents thereon on the User's device for the purposes of using the Service. The licence agreement is valid for a non-limited period and is free of charge for the User.
- 5.2** Unless indicated otherwise, all rights, including but not limited to copyright, to any components of the format or the content of the App, the Site and the Service belong or are licensed to Wisemile. The User is permitted to use the App and the Site for the purposes of offering or ordering of the Driver's services according to the Terms, or exploring the opportunities thereof. Any other use, including but not limited to the reproducing in any way, of the App or the Site or any content thereon, is not permitted without the express written consent of Wisemile.
- 5.3** In the event that the User's right to use the App or the Site is suspended or cancelled as stated in clause 2.5 of these Terms of Service, the corresponding non-exclusive

licence will also be repealed with immediate effect.

## **6 LIMITATION OF LIABILITY**

- 6.1** To the maximum extent permitted by applicable law, Wisemile will not be liable for any damages that may arise to the User in connection with the Service or with the Driver's services, including but not limited to:
- 6.1.1** any direct or indirect monetary or moral damage;
  - 6.1.2** loss or inaccuracy of data; and
  - 6.1.3** any other type of loss or damage.
- 6.2** Wisemile will not be liable for any damage that may occur to the User or third persons as a result of actions or omissions of other Users.
- 6.3** 6.3 The Driver will be fully liable for any breach of the agreement reached with the Passenger(s) and Package Sender(s) and/or any applicable laws or regulations.
- 6.4** 6.4 The Driver will be fully liable, to the extent set forth by applicable law, for any direct or indirect damage that may arise to a Passenger or a Package sender or any third person during or in connection with the Trip.

## **7 INDEMNITY**

- 7.1** 7.1 The User hereby undertakes to indemnify and hold Wisemile harmless against any damages and liabilities to, and claims and demands made by any third party, including but not limited to other Users, due to or arising of: a) the User's use of the Service or the Driver's services; and b) violation of the Terms by the User.
- 7.2** 7.2 Wisemile reserves the right, at the User's expense, to assume the exclusive defence and control of any matter for which the User is required to indemnify Wisemile and the User agrees to cooperate with Wisemile in defence of such claims.

## **8 8 REPRESENTATIONS AND WARRANTIES**

- 8.1** The User uses the Service at their own risk. The User understands and agrees that the Service is provided to them on an "as is" basis, without any claims or representations and warranties of fitness for a particular purpose, or non-infringement.
- 8.2** The User represents and warrants that: (1) they are of legal age in their jurisdiction to enter into the Terms of Service (2) all required registration information they submit is truthful and accurate; (3) their use of the Service does not violate any applicable laws or regulations; (4) they will not use the Service in a manner that: (a) infringes or violates the intellectual property rights or proprietary rights, rights of publicity, privacy or personality, or other rights of Wisemile, other Users or any third party, (b) violates any applicable law, statute, or regulation, (c) contains a virus or other harmful computer code, file, or program, (d) endangers the security of their User account or anyone else's User account (such as allowing someone else to log in to the Services as them), (e) violates the security of any computer network, or cracks any passwords or security encryption codes, and (f) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Service to the extent not expressly permitted by applicable law.
- 8.3** Wisemile does not provide any representations and/or warranties in regard to: (1) the safety of the Service; (2) security of the data generated by any of the devices the User uses in order to access the Service; and (3) Wisemile's licensors' and suppliers' services and or products, should there be any, being fit for purpose.

## **9 APPLICABLE LAW AND JURISDICTION**

- 9.1** The Terms are governed by Estonian law. All disputes arising in connection with the Terms will be finally settled by Harju County Court.

## 10 MISCELLANEOUS

- 10.1** Wisemile may unilaterally modify the Terms from time to time in case the nature or the way how the Service is provided changes. In case of material changes to these Terms of Service, Wisemile will inform the User of the changes via e-mail or via notifications through the App or the Site. The latest version of the Terms is always accessible on the App and the Site.
- 10.2** If the Terms are or become partially void, the parties will continue to be bound by the remainder of the Terms. The parties will replace the void part by provisions that are valid and have legal effect that correspond with those of the void part as much as possible, taking into account the content and the purpose of the Terms.

Any questions and complaints can be sent to our support team via email: [wisemile@wisemile.com](mailto:wisemile@wisemile.com)