

FARESHARE TERMS AND CONDITIONS (last updated 06 October 2008).

Welcome to Fareshare, New Zealand's own general public transport service provision community. These terms and conditions are intended to assist keep Fareshare.co.nz a fun and safe place to operate.

Acceptance of terms and conditions: The terms and conditions are the terms on which Fareshare Ltd offers you access to the Services and the Fareshare.co.nz website. By registering as a Member of Fareshare you accept these terms and conditions. If you do not accept these terms and conditions, you must refrain from using the Services provided by this website.

Amendment of terms and conditions: These terms and conditions may be amended, in whole or in part by Fareshare Ltd from time to time. Amendments will be effective immediately upon posting of the amended terms and conditions on this website. You are responsible for ensuring you are familiar with the latest terms and conditions. Your continued use of the Services represents your agreement to be bound by the terms and conditions as amended.

These Terms & Conditions were last updated on 06 October 2008.

Terminology.

In these terms and conditions, the following expressions have the meanings set out:

'Fareshare.co.nz' the name of the website owned by Fareshare Ltd.

'Member' means a registered member of Fareshare.co.nz;

'Fare' means a member's specified transportation needs, either offered or requested.

'Items' means people, goods or property whose transport may be arranged through the site;

'Services' means any of the services offered by Fareshare Limited, including web-site listings/postings/classifieds, and any other service that Fareshare Ltd may offer;

'We', 'us' and **'our'** are a reference to Fareshare Ltd;

'You' and **'your'** are a reference to you;

'Website' means any website through which Fareshare services are offered;

'Listing' means any upload to the Website through which you offer, advertise, negotiate, buy or sell any Fare in whole or in part, also referred to as 'listing', 'posting' or 'classified'.

SPECIFIC WARNINGS

Fareshare.co.nz provides a venue to introduce members who want to transport items throughout New Zealand and overseas. Fareshare Ltd does not take any part in the arrangement of the transport other than by providing our website as a venue for members to interact. If a member accepts a Fare a contract will be formed between the two members directly. We do not act as agent for either party and do not participate in any transactions between members.

At your own risk: Transactions and all other contact between you and other members are conducted entirely at your own risk. You agree that Fareshare Ltd takes no responsibility or liability for any misconduct of any of its members including, without limitation, members that have registered under false pretences or who attempt to defraud you. Fareshare Ltd gives no undertakings, representations, or warranties in relation to Services sold or listed on the website, including:

- as to the accuracy or truth of listings;
- that any Fare will meet your requirements or expectations; or
- about the ability of Members to complete a Fare.

Fareshare Ltd strongly recommends that members who elect to travel with, or meet in person, other members they have contacted utilising the services of this website, take all necessary precautions as would be expected when dealing with any other stranger. As a guideline Fareshare recommends that members do not meet other members unaccompanied, that they disclose any travel plans with family and friends and that they have an effective method of contacting friends or family members if the need arises.

Fareshare Ltd will hold records of the information submitted by its Members during the registration process, however the accuracy of this information cannot be guaranteed. Future site developments are anticipated to include an 'address verification' process and a 'Members Rating' process, with the intention of allowing Members to increase their perceived 'trust rating'.

Important Information relating to carrying passengers within New Zealand

The New Zealand Land Transport Act requires that in order to carry passengers for hire or reward by road in New Zealand a Passenger Service Licence is required. This licence is required for private individuals in addition to commercial companies and penalties may be enforced for persons who operate a transport service without the appropriate licence. It has however been determined that:

'The sharing of out-of-pocket expenses of a journey have been held not to amount to hire and reward.'

For more information please view the following links.

<http://www.ltsa.govt.nz/factsheets/47.html> & www.tianz.org.nz/Files/passenger-lic.pdf

In addition to this, individuals transporting goods utilising a motor vehicle that has a gross laden weight of 6000 kg or more also require a licence to operate.

Fareshare Ltd accepts no liability for any Member who elects to ignore the provisions of the Land Transport Act of New Zealand.

Disclaimer

You expressly understand and agree that:

- Your use of the services is at your sole risk. The website and Services are provided on an "as is" and "as available" basis. To the maximum extent permitted by law.
- Fareshare Ltd does not warrant that i) the services provided will be uninterrupted, timely, secure, or error free, or ii) that any information provided on the Website is error-free or reliable;
- No advice or information that is obtained by you from Fareshare Ltd or anyone else shall create any warranty by Fareshare Ltd that is not expressly stated in the terms and conditions.
- Responsibility for the content of advertisements appearing on this website (including hyperlinks to advertisers' own websites) rests solely with the advertisers. The placement of such advertisements on the website does not constitute Fareshare Ltd's recommendation or endorsement of the advertised product or service. Each advertiser is solely responsible for any representation made in connection with its advertisement.
- Fareshare Ltd is in no way involved in the transaction itself, and responsibility for any Fare related refund rests between the two parties.
- Fareshare Ltd is not responsible for protecting members from credit card fraud. Fareshare Ltd's fraud protection systems may from time to time block legitimate credit card payments. In these cases payment will need to be made by other means.

Liability: You agree that, to the maximum extent permitted by law, any and all liability and responsibility of Fareshare Ltd to you or any other person under or in connection with these terms and conditions, or in connection with the services, this website, another Member's acts or omissions, or your use of or inability to use, the services or this website, is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise. Fareshare Ltd's liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including, without limitation, loss of profits, loss of data, loss of business or anticipated savings, general and special damages, and consequential and incidental loss.

Indemnity: You agree to release, indemnify and keep indemnified us from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, or demands suffered or incurred by us to any person arising out of or in connection with your failure to comply with these terms and conditions, your failure to complete a transaction, your use of Fareshare Ltd's message boards, or arising out of any content or item you submit, post, transmit, or make available through the Services.

Breach: Without limiting any other rights and remedies available to Fareshare Ltd, Fareshare Ltd may limit your activities on the website, remove your listings, warn other members of your actions, issue a warning to you, suspend or terminate your membership, or refuse to provide our Services to you if you breach these terms and conditions or where Fareshare considers it appropriate.

Additional rules: In addition to the terms and conditions set out in this document, the Refund Policy forms part of these terms and conditions.

BECOMING A MEMBER

Becoming a Member: Becoming a member is free. You may only register as a member if you are resident in New Zealand or Australia and can form a legally binding contract that is enforceable against you. For example, you must be 18 years old. By registering as a member, you warrant that you can form a legally binding contract.

Commercial companies: Individuals registering with the intention of offering the services of commercial companies are allowed to register but must identify any Fare as being provided by a commercial company. Commercial companies may only post Fares that they can offer at a minimum of 30% less than the normal retail rate they would normally charge for that service.

Accurate Information: You warrant that you have provided complete, accurate and current personal information when registering as a member. You must maintain and update your personal information held by Fareshare Ltd to ensure it is kept current at all times, particularly if you have become an Address Verified Member. Fareshare Ltd may phone or mail you to verify these details.

Termination of membership: Fareshare Ltd reserves the right to decline to register or to terminate your membership without entering into further discussions with you. Without limiting the foregoing, Fareshare Ltd may terminate your membership if a serious complaint or multiple complaints are received about you from other members, if you breach these terms and conditions, if you impersonate another member, or if we, at our sole discretion, deem your behaviour to be unacceptable.

Security of your login information: You are responsible for keeping your login information, including your email address and password, secret and secure. Without limiting the foregoing, you agree:

- not to permit any other person to use your user name or membership; and
- not to disclose, or provide to any other person, your password, email address, or any other information in connection with your membership that may allow them to gain access to your membership.

Posting a Fare: Posting a Fare on the website incurs a fee which is deducted from your Member's Account.

Accepting a Fare: Accepting a Fare on the website incurs a fee which is deducted from your Member's Account.

Fare Duration: Fares are displayed on the website for a maximum of 30 days from the Fare being posted, until another Member accepts the Fare or until the identified date of the Fare taking place.

Editing a Fare: Members may edit any Fare they have posted on the website at no extra charge.

Emails and newsletters: Fareshare Ltd may send you emails relating to your membership, transactions and other activities on the website, and for promoting and marketing other Fareshare Ltd products and services to you. Fareshare Ltd may also send regular electronic newsletters to members. Any newsletters sent will contain clear and obvious instructions detailing how you can unsubscribe from the mailing list.

GENERAL RULES

- All listings and communications made through Fareshare Ltd shall be made in good faith.
- You must not damage, interfere with or harm the website or Services, or any network, or system underlying or connected to them, or attempt to do so.
- You may not use a robot, spider, scraper or other automated means to access the website or information featured on it for any purpose.
- You shall not list your email address, phone number or any other contact detail within the description of Fares, or questions and/or answers, in your member profile, or in the Fareshare.co.nz message boards.
- Your Username must not contain any information which may lead to your real identity becoming known to other members.
- You are responsible for the security of your login details and in ensuring you log out of the site when you have finished using it, particularly when using computers in a non-secure environment.
- You must identify any monetary values in New Zealand dollars and include GST in the price. All tax obligations are the responsibility of the members.
- You must not complete a transaction outside of the Fareshare.co.nz acceptance process or otherwise seek to avoid Fareshare's acceptance fees. Attempts by you to avoid fees, including through multiple memberships, listing withdrawal, redirection to alternate contact details or otherwise, may result in Fareshare Ltd suspending or terminating your membership at the discretion of Fareshare Ltd.
- You are responsible for any actions taken through your membership. Fareshare memberships are not transferable and therefore cannot be sold, leased, lent or traded.

Your obligations as a member

- You will only enter Fares that are accurate, all relevant information about the terms of arrangement, payment terms, shipping methods and who bears what costs are to be agreed by negotiation between the members prior to the acceptance process.
- You will only post Fares that exist and are to be undertaken.
- You agree to undertake in full any Fare that you have posted and that has been legitimately accepted by another member through the fare acceptance process, and that member has met the in full the requirements of that specific Fare.
- You must meet the obligations of your posted Fares without prejudice to age, race, sex, ethnicity, religion, colour or sexual orientation or a combination thereof.
- You agree that Fareshare Ltd may disclose your personal information, including your name and contact details, to the relevant authorities, parties and/or the applicable intellectual property right holders (or their representatives) if we consider it necessary to help in the investigation of any criminal activity, at any time.
- You must ensure you hold the copyright or are otherwise licensed to use any images you add to your listings.
- You must not use Fareshare.co.nz to promote a business or website.
- Fares are not pre-screened for content. Fareshare Ltd reserves the right to remove any Fare that it deems unsuitable or in breach of the terms and conditions.
- You agree to your email address or other contact details being supplied to other members through the acceptance process.
- You agree that any photographs you upload to the website may be displayed by Fareshare Ltd on the website.
- Your acceptance of a Fare is not retractable without the consent of both members.
- If you are notified that your Fare has been accepted, you must meet the obligations of that Fare in the manner specified.
- You must make full and prompt payment for any acceptance of a Fare to the satisfaction of other members and Fareshare Ltd.
- You must take reasonable care to protect from damage any goods you transport for other members.
- You agree to your username being publicly shown on the Fareshare website. You also agree to your email address being supplied to the other member when required through the acceptance process.
- If your Fare is successful and you do not meet the obligations of the Fare, you may receive a warning from Fareshare Ltd if the other member complains about you. After 3 such complaints, Fareshare Ltd may suspend or terminate your membership.

Feedback

- Fareshare Ltd anticipates a provision of Member Specific Feedback during the next phase of development.
- Any feedback you provide on other members must not contain offensive, defamatory or inappropriate language. Fareshare Ltd reserves the sole right to determine what is considered offensive, defamatory or inappropriate language.
- You may only give member feedback that relates to a specific Fare that you as a member participated in. You must not post feedback on a Fare that does not relate to that specific Fare.
- You must not post feedback about yourself or include any contact details or personal information in your feedback.
- Feedback may be provided for the sole purpose of facilitating future services between members on the Fareshare website. You must not market or export any feedback to any venue other than the Fareshare website. Linking to your Fareshare feedback from other websites will be considered a breach of our terms and conditions.

FEES AND ACCOUNTS

Fareshare Listing Fees, Acceptance Fees & Refunds

- Fareshare Ltd charges fees for the use of the website as a venue.
- Fareshare Ltd's current fees are identified on our website.
- Fare fees are charged at the time of listing and are not refundable. Fareshare Ltd may (at our sole discretion) refund an acceptance fee charged on completed listings if the Fare is not successfully completed. Fareshare Ltd will only issue refunds in the form of credit to the Fareshare account of the member. Cash refunds will not be issued.
- Refunds will be determined on a case-by-case basis.
- No refunds will be made for any account credits derived from promotional or introductory offers.
- Credits on accounts with Fareshare Ltd are not transferable between members.
- Fareshare Ltd reserves the right to change the fees charged for any of our Services at any time. In the event that we introduce a new service, the fees for that service are effective at the launch of the service, unless otherwise stated.
- No interest or other financial charges will be applied to Fareshare member's account balances.
- Before posting a Fare, you should review Fareshare fees to ensure you are aware of the fees that you will incur.
- Before accepting a Fare, you should ensure you have all the required information to ensure the Fare meets your requirements to your satisfaction; you should also review Fareshare fees to ensure you are aware of the fees that you will incur.
- You must pay the fees immediately upon demand by Fareshare Ltd.

Fareshare Accounts

- Fareshare Ltd maintains credit accounts for each member and from which members must pay the appropriate fees. Fareshare accounts may not be used for the payment of service provisions identified in the Fare.
- You must settle any negative account balance immediately. Fareshare Ltd reserves the right to take action against you to recover outstanding debts. You are liable for all expenses (including legal fees) that Fareshare Ltd incurs when collecting that debt.
- If your membership is terminated Fareshare Ltd may refund the balance of your credit account, less a \$10 manual processing fee that is payable to Fareshare Ltd. Consequently, no refund will be made if the account balance is below \$10. If your membership is removed due to breach of our terms and conditions it is at our discretion whether you are eligible for a refund. Promotional giveaways of Fareshare Ltd, or any free credits gifted to the member on registration will not be refunded.
- If you have not logged on to the Website for a period of 24 months (two years), any unused balance on your account may be forfeited to Fareshare Ltd and your membership may be suspended.

GENERAL PROVISIONS

System Integrity: Fareshare Ltd will use its reasonable endeavours to ensure the availability of the website and Services, subject to any downtime required for maintenance. However, Fareshare Ltd takes no responsibility for any system unavailability, or for any loss that is incurred as a result of the website or Services being unavailable. Further, Fareshare Ltd assumes no responsibility for the corruption of any data or information held by Fareshare Ltd.

Resolution of disputes: As Fareshare Ltd is not a party to any transaction between you and another member, you agree not to involve, or attempt to involve, Fareshare Ltd in any dispute or in the resolution of disputes that arise between you and another member as a result of the Services provided.

Fareshare Message Boards: Fareshare Ltd may provide Message Boards for the use of Fareshare members. The Message Boards may not be used to promote auctions, websites or any commercial or business activity. Fareshare Ltd is not responsible for any of the opinions expressed in the Message Boards. By posting a message to the message board you agree to take full legal responsibility and liability for your comments, including for offensive or defamatory statements.

Force Majeure: Fareshare Ltd has no liability for any lack of performance, unavailability or failure of the Services or the website, or for any failure of Fareshare Ltd to comply with these terms and conditions where the same arises from any cause reasonably beyond the control of Fareshare Ltd.

No Waiver: If we do not exercise or enforce any right available to us under these terms and conditions, it does not constitute a waiver of those rights.

Partial Invalidity: If any provision of these terms and conditions becomes or is held to be invalid, unenforceable or illegal for any reason, and in any respect, that provision shall be severed from the remaining terms and conditions, which shall continue in full force and effect.

Governing Law: These terms and conditions are governed by the laws of New Zealand. You submit to the non-exclusive jurisdiction of the Courts of New Zealand.

Intellectual Property Rights: Fareshare Ltd (and its licensors or suppliers, as the case may be) owns all proprietary and intellectual property rights in the website (including text, graphics, logos, icons and sound recordings) and the software and other material underlying and forming part of the Services and the website.

You may not without our prior written permission, in any form or by any means:

- Adapt, reproduce, copy, store, distribute, print, display, perform, publish or create derivative works from any part of this Website; or
- Commercialise, copy, or on-sell any information, or items obtained from any part of this Website.

Entire agreement: These terms and conditions supersede all previous conditions, understandings, commitments, agreements and representations whatsoever whether oral or written, and constitutes the entire agreement, between the parties, relating to the subject matter of these terms and conditions.

Privacy: Fareshare Ltd collects personal information about you through your use of the Services and the website, including:

- your registration details; and
- information relating to your use of the website and the content you access.

You agree that Fareshare Ltd may use this personal information to assist us to provide the Services to you, for internal research purposes, to verify your identity, for promoting and marketing other Fareshare Ltd products and Services to you, and for any other use that you authorise. You agree to your membership's Fare history being published in your feedback.

We will not sell or allow third parties to access your personal information without your consent. We release account and other personal information only when we believe release is appropriate to comply with law; facilitate court proceedings; enforce or apply our terms and conditions; or protect the rights, property, or safety of Fareshare Ltd, our users, or others.

Please review our privacy policy.