

Privacy Policy

Account Information

In order to use Pool, you may be required to provide information about yourself, including your name, phone number, and email address. If you are a Driver, you will also be required to provide your vehicle's details, and you agree that Pool Inc. may import all of this information from your Pool profile. You agree that any such information that you provide in connection with Pool will always be accurate, correct and up to date. In addition, in order to make or receive payments through Pool, you may be required to provide payment details if you are a Rider (such as credit card number and expiration date) and bank account information if you are a Driver. To protect your privacy, your payment and bank account details may not be stored on Pool's systems but rather on a third party (e.g. Stripe's) online payment gateway that assists Pool in the authentication, authorization, charge and maintenance of your payment and bank account details. This is with the provision that such a gateway is subject to applicable standards and regulations with respect to the holding of personal information and the processing of online payments.

Location Data

Some features of Pool make use of detailed location and route information, for example in the form of GPS signals and other information sent by the mobile device on which you use Pool. These features cannot be provided without this technology.

Copyright Protection

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. We provide information to help copyright holders manage their intellectual property online. If you think somebody is violating your copyrights in connection with Pool, you can submit a notice to ContactCarpoolApp@gmail.com

Your Content in Pool

Pool may allow you to upload, submit, store, send or receive content. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours. When you upload, submit, store, send or receive content to or through Pool, you give Pool Inc. and its affiliates (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations,

adaptations or other changes we make so that your content works better with Pool), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving Pool, and to develop new services. This license continues even if you stop using Pool. Make sure you have the necessary rights to grant us this license for any content that you submit to Pool.

About Software in Pool

Pool's mobile application may update automatically on your device once a new version or feature is available. Pool gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by us as part of Pool. This license is for the sole purpose of enabling you to use and enjoy the benefit of Pool as provided by us, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of Pool or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission. Open source software is important to us. Some software used in Pool may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

Our Warranties and Disclaimers

We provide Pool using a commercially reasonable level of skill and care and we hope that you will enjoy using it. But there are certain things that we do not promise about Pool. Other than as expressly set out in these terms, Pool Inc. does not make any specific promises about Pool. For example, we don't make any commitments about the content within Pool, the specific functions of Pool, or its reliability, availability, or ability to meet your needs. Pool is provided "AS IS". Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all warranties. All carpooling agreements made through Pool are between Riders and Drivers. By providing the Pool platform, Pool Inc. acts solely as an intermediary and does not enter any carpooling agreements itself. Pool Inc. does not vet Pool users.

Liability for Pool

When permitted by law, Pool Inc. and Pool Inc.'s suppliers and distributors will not be responsible for lost profits, revenues or data, financial losses or indirect, special, consequential, exemplary or punitive damages. Pool Inc. will have no liability for: 1. The actions, errors or omissions of any Pool user; 2. The truth or accuracy of any information provided by any Pool user; 3. The compliance by any Pool user with these terms or applicable laws. To the extent permitted by law, the total liability of Pool Inc. and its suppliers and distributors for any claims under these terms, including for any implied warranties, is limited to \$100 USD. In all cases,

Pool Inc. and its suppliers and distributors will not be liable for any loss or damage that is not reasonably foreseeable. We recognize that in some countries, you might have legal rights as a consumer. If you are using Pool for a personal purpose, then nothing in these terms or any additional terms limits any consumers' legal rights which may not be waived by contract.

About These Pool Terms

We may modify any terms that apply to Pool to, for example, reflect changes to the law or changes to our services. You should look at the terms regularly. We'll post notice of modifications to Pool Terms on this page. We'll post notice of modified additional terms in the applicable service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a service, you should discontinue your use of Pool. If there is a conflict between these Pool Terms and any additional terms, the additional terms will control for that conflict. These terms control the relationship between Pool Inc. and you. They do not create any third party beneficiary rights. Neither these terms nor your use of Pool will be construed as creating any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship in any way and of any kind between you and Pool Inc.. We are constantly changing and improving Pool. We may add or remove functionalities or features, and we may suspend or stop Pool altogether. If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. The laws of Michigan, U.S.A., excluding Michigan's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Services, all claims arising out of or relating to these terms or the Services will be litigated exclusively in the federal or state courts of Detroit, Michigan, USA, and you and Pool Inc. consent to personal jurisdiction in those courts. Notwithstanding the prior sentence, we recognize that the courts in some countries will not apply Michigan law to certain disputes. If you reside in one of those countries, then where Michigan law is excluded from applying, your country's laws will apply to such disputes (contractual or non-contractual) arising out of or relating to these terms or the Service. Similarly, if the courts in your country will not permit you to consent to the jurisdiction and venue of the courts in Santa Clara County, then your local jurisdiction and venue will apply to such disputes. Either party may apply to any court for an injunction or other relief to protect its intellectual property rights.