

MiDriVa

Terms and Conditions of Use (for Passengers)

By clicking the "I Agree" button below, downloading and/or using the Application (hereinafter referred to as "MiDriVa"), Customer is agreeing to be bound by the Terms and Conditions outlined in this Agreement.

1. CONTRACTUAL RELATIONSHIP

Please read these Terms and Conditions of Use ("Terms") carefully before using *MiDriVa*. This is a legally binding contract between **MiDriVa Limited**, a company registered under the laws of Belize, with registered office at Branch Mouth Road, Cayo District, Belize, C.A. and the individual accessing the services provided by *MiDriVa* ("Customer"). By assenting electronically, installing or using *MiDriVa*, Customer accepts all the terms and conditions of this Agreement on behalf of yourself and any entity or individual Customer represents or for whose Device Customer acquires the Application (collectively "Customers").

Supplemental terms may apply to certain services, and such supplemental terms may be disclosed to Customer in separate disclosures or in connection with the applicable service(s). Supplemental terms are considered additional to, and shall be deemed a part of, these Terms for the purposes of the applicable service(s). *MiDriVa* reserves full rights to amend its Terms periodically and as needed. From the time of *MiDriVa*'s posting of any updated Terms, they are immediately effective. Continued use and access to *MiDriVa* after posting amended Terms confirms Customer's consent to be bound by those Terms.

Customer has the right to indicate rejection of amended Terms by providing written notice of such rejection within 15 days of the effective date of the amendments. Written notice must be sent (a) by mail to **MIDRIVA Limited**, Branch Mouth Road, San Ignacio, Cayo District, Belize, Central America or (b) by email from the same email address in which Customer's *MiDriVa* account is registered to support@midriva.com. Notice must include Customer's full name and clearly state Customer's rejection of the amended Terms. Customer's rejection of amended Terms still acts as confirmation of the continued compliance with the Terms originally agreed to by the Customer.

2. DISPUTE RESOLUTION AND ARBITRATION

Customer agrees to submit to arbitration as the choice mechanism for dispute resolution as it relates to *MiDriVa*'s services. Any dispute, claim or controversy arising out of or relating to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) Customer's access to or use of the services at any time whether before or after the date Customer agreed to the Terms will be settled by binding arbitration, and not in a court of law.

ARBITRATION AGREEMENT

By agreeing to the Terms, Customer agree that Customer are required to resolve any claim that Customer may have against *MiDriVa* on an individual basis in arbitration, as set forth in this Arbitration Agreement. This will preclude Customer from bringing any class, collective or representative action against *MiDriVa*, and also preclude Customer from participating in or

recovering relief under any current or future class, collective, consolidated, or representative action brought against *MiDriVa* by someone else.

Customer acknowledges and agrees that he/she and *MiDriVa* are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both Customer and *MiDriVa* otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in class, collective, consolidated or representative proceeding. However, Customer and *MiDriVa* each retain the right to bring an individual action in the Resident Magistrate's Court and the right to seek injunctive or other equitable remedy in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyright, trademarks, trade secrets, patents or other intellectual property rights.

Rules and Governing Law

This arbitration will be administered by the UNCITRAL Arbitration Rules in accordance and conjunction with any arbitration statute or rules then in effect, except as modified by this Arbitration Agreement. If there are any conflicts or ambiguities, the laws of Belize will supersede the UNCITRAL Arbitration Rules. The parties agree that the arbitrator ("Arbitrator"), and not any court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining threshold arbitrability issues, including issues relating to whether the Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay or estoppel.

Notwithstanding any choice of law of other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement forms a contractual relationship in its own right.

A party who desires to initiate arbitration must provide the other party with a written demand for Arbitration. The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in Belize and selected by mutual agreement of the parties. If the parties are unable to agree upon an Arbitrator within seven (7) days of delivery of the Demand for Arbitration, the demanding party may submit to the court of Belize for a court-appointed arbitrator.

Unless otherwise agreed by Customer and *MiDriVa*, the arbitration will be conducted in Belize.

The Arbitrator will render an award, which may be entered in any court having competent jurisdiction to do so. An Arbitrator's decision shall be final and binding on all parties. An Arbitrator's decision and judgement shall have no precedential or collateral estoppel effect.

Notwithstanding these provisions and those of the Terms of the Application, regarding consent to be bound by amendments to these Terms, *MiDriVa* reserves the right to change this Arbitration Agreement and if it does so after the date Customer first agreed to the Terms (or to any subsequent changes to the Terms), Customer may reject any such change by providing written notice of such rejection within thirty (30) days of the date such change became effective in the ways outlined in Section 1 above.

3. THE SERVICES

a. Description of Services

MiDriVa offers services by way of its mobile application ('Application'), which enables users to arrange and schedule transportation with third party providers of such services under agreement with *MiDriVa* or

its affiliates (“Third Party Providers”). Unless otherwise agreed in a separate agreement, the services are made available solely for Customer’s personal and non-commercial use.

b. Provision of Services

MiDriVa may provide its services under various brands by or in connection with (1) Subsidiaries or affiliates of *MiDriVa*; or (ii) independent Third Party Providers.

MiDriVa’s services may be made available or accessed in connection with services and content from a third party (e.g. advertising; payment platforms) not under *MiDriVa*’s control. Customer acknowledges that different terms of use and privacy policies apply to use of third party services. In no circumstance shall *MiDriVa* be responsible or liable for third party providers’ services.

CUSTOMER ACKNOWLEDGES AND AGREES THAT NONE OF THE SERVICES PROVIDED BY MIDRIVA ESTABLISHES *MIDRIVA* AS A PROVIDER OR CARRIER OF TRANSPORTATION, LOGISTICS OR DELIVERY SERVICES.

4. ACCESS TO AND USE OF THE SERVICES

a. User Accounts

Customer must register for and maintain an active personal user account to use *MiDriVa*’s services. In order to register and maintain an account, Customer must be at least 18 years of age, or the age of legal majority in Customer’s jurisdiction. Customer agrees to maintain accurate, complete and up-to-date information in the Account. Failure to maintain accurate, complete and up-to-date information may result in Customer’s ability to access or use the services. Customer takes full responsibility for all activity that occurs under his/her account and agrees to maintain the security and secrecy of the Account username and password at all times. Unless otherwise permitted by *MiDriVa*, Customer may only possess one account.

MiDriVa is not available for use by persons under the age of 18 or the relevant age of legal majority. Customer may not authorize third parties to use his/her *MiDriVa* account, and may not allow persons under the age of 18 or the relevant age of legal majority to utilize the services, unless that person is accompanied by Customer.

Customer may not assign or otherwise transfer his/her account to any other person or entity. Customer agrees to comply with all applicable laws of the jurisdiction when accessing or using the Services and may only access or use the services for lawful purposes.

In certain instances, Customer may be asked to provide proof of identity to access or use the services, and any refusal to provide may result in denial of access of use of *MiDriVa*.

b. User Provided Content

MiDriVa, may in its sole discretion, permit Customer to submit, upload, publish or otherwise make available to *MiDriVa*, through the Application, audio and/or visual content and information including commentary and feedback related to the services, and submission of entries for promotions (“User Content”). Any User Content provided by Customer remains his/her property. However, by providing said User Content to *MiDriVa*, Customer grants a worldwide, perpetual, irrevocable, transferable, royalty-free license with right to sublicense, use, copy, modify, create derivative works of, distribute, publicly display, publicly perform and otherwise exploit in any manner now known or hereafter devised,

without further notice to or consent from Customer and without requirement of payment to Customer or any other person/entity.

Therefore, Customer warrants that, in relation to the User Content provided: (1) he/she is either the sole and exclusive owner of all User Content or has the rights, licenses, consents and releases necessary to grant **MiDriVa** the license to the User Content; and (ii) neither the User Content, nor submitting, uploading, publishing or otherwise making available such User Content, nor **MiDriVa**'s use of said User Content, will infringe misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. Further, Customer agrees not to provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive as determined by **MiDriVa** in its sole discretion, whether or not the User Content may be protected by law. **MiDriVa** reserves the right, but shall not be obligated, to review, monitor or remove User Content.

c. Text Messaging and Telephone Calls

Customer agrees that **MiDriVa** may contact him/her by telephone or text message at any of the phone numbers provided by Customer or on Customer's behalf in connection with a **MiDriVa** account, including for marketing purposes. Customer understands and acknowledges that he/she is not required to provide this consent as a condition of purchasing any property, goods or services. Customer also understands that he/she can contact **MiDriVa** to request opting out of receiving text messages from **MiDriVa** at any time.

d. Referrals and Promotional Codes

MiDriVa may, in its sole discretion, create referral and/or promotional codes ("Promo Codes") that may be redeemed for discounts on future services and/or a Third Party Provider's services, or other features or benefits related to the services and/or a Third Party Provider's services, subject to any additional terms and conditions established by **MiDriVa**. Customer agrees that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise, unless expressly permitted by **MiDriVa**); (iii) may be disabled by **MiDriVa** at any time for any reason without liability to **MiDriVa**; (iv) may only be used pursuant to the specific terms that **MiDriVa** established for such Promo Code; (v) are not valid for cash, unless specifically stated by **MiDriVa**; and (vi) may expire prior to Customer's use.

MiDriVa reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by Customer or any other user in the event that **MiDriVa** determines or believes that the use of the referral system or use or redemption of the Promo Code was in error, fraudulent, illegal or otherwise in violation of **MiDriVa**'s terms.

e. Prohibited Behaviour

MiDriVa reserves the right to suspend or terminate, access for further information and report to authorities any inappropriate and/or illegal behaviour, in **MiDriVa**'s sole discretion. Customer behaviours which could warrant such action from **MiDriVa** include, but are not limited to:

- Damage to driver's or other passengers' property
- Physical contact with driver or other passengers
- Use of inappropriate and abusive language and gestures
- Unwanted contact with driver or other passenger after trip is over

- Breaking the law while using the service e.g. drugs and alcohol, committing a crime etc.
- If traveling in a group, or if Customer allows other people to take trips with Customer account, unruly behaviour of passengers in the group or the person using Customer's account.
- Carrying or use of firearms in vehicles.
- Acts of discrimination based on race, colour, religion, national origin, disability, sexual orientation, sex, marital status, gender identity, age or any other characteristic protected under the laws of Belize

5. PAYMENT

a. Methods of Payment

Customer agrees that use of *MiDriVa*'s services may result in charges for the services received. *MiDriVa* will receive or apply payment of the applicable charges, which will be inclusive of applicable taxes where required by law. Charges may include other applicable fees and/or surcharges such as a booking fee or processing fees.

Charges and payments will be enabled by *MiDriVa* using the preferred payment method designated in the Customer's Account. A receipt will be received by email. In the event that cash is the applicable payment method for *MiDriVa*'s services, Customer agrees to pay in full and in an accepted currency, limited to Belize dollars and United States dollars. Payments made by Customer are final and non-refundable, unless otherwise determined by *MiDriVa*.

As between Customer and *MiDriVa*, *MiDriVa* reserves the right to establish, remove and/or revise charges for any services obtained, in *MiDriVa*'s sole discretion. Further, Customer agrees that *MiDriVa* may apply promotional offers, discounts, cancellation fees or other charges which may affect the stated cost. Customer acknowledges that *MiDriVa* Customer may voluntarily apply "tips" to payments through the Application for service(s) obtained through *MiDriVa*. Customer further acknowledges that he/she is under no obligation to "tip", using any payment method, and if he/she does so it is done voluntarily.

b. Payment for Cleaning, Repairs and Lost and Found

Customer shall be responsible for the cost of repair for damage to, or necessary cleaning of, vehicles and property resulting from use of *MiDriVa*'s services under Customer's Account in excess of normal "wear and tear" damages and necessary cleaning ("Repair or Cleaning"). In the event that a Repair or Cleaning request is verified by *MiDriVa* in *MiDriVa*'s reasonable discretion, *MiDriVa* reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning using payment methods designated in Customer's account or by taking all necessary steps to recover payment from Customer otherwise, including debt collection services or court action. Such amounts, as well as those pertaining to lost and found goods will be transferred by *MiDriVa* to a Third Party, if applicable, and are on-refundable.

6. DISCLAIMERS, LIMITATION OF LIABILITY AND INDEMNITY

a. Disclaimer

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. *MIDRIVA* DISCLAIMS ALL REPRESENTATION AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, *MIDRIVA* MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR

AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICE OR THAT THE SERVICES WILL BE UNINTERRUPTED AND ERROR-FREE.

MIDRIVA DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. CUSTOMER AGREES THAT THE ENTIRE RISK ARISING OUT OF THE USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH CUSTOMER, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

b. Limitation of Liability

MIDRIVA 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, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF **MIDRIVA**, EVEN IF **MIDRIVA** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

MIDRIVA SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF (i) CUSTOMER'S USE OF OR RELIANCE ON THE SERVICES OR CUSTOMER'S INABILITY TO ACCESS OF USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN CUSTOMER AND ANY THIRD PARTY PROVIDER, EVEN IF **MIDRIVA** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **MIDRIVA** SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND **MIDRIVA**'S REASONABLE CONTROL.

CUSTOMER ACKNOWLEDGES THAT THIRD PARTY PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH SOME REQUEST PRODUCTS MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED.

THE SERVICES MAY BE USED BY CUSTOMER TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS OR LOGISTICS SERVICES WITH THIRD PARTY PROVIDERS BUT CUSTOMER AGREES THAT **MIDRIVA** HAS NO RESPONSIBILITY OF LIABILITY TO CUSTOMER RELATED TO ANY TRANSPORTATION, GOODS, OR LOGISTICS SERVICES PROVIDED TO CUSTOMER BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER CUSTOMER'S RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. **MIDRIVA**'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON **MIDRIVA**'S CHOICE OF LAW PROVISION SET FORTH BELOW.

c. Indemnity

Customer agrees to indemnify and hold **MiDriVa** and its affiliates and their 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: (i) Customer's use of the services or any services or goods obtained through use of **MiDriVa**; (ii) Customer's breach or violation of any of these Terms; (iii)

MiDriVa's use of Customer's User Content; or (iv) Customer's violation of the rights of any third party, including but not limited to Third Party Providers.

7. INTELLECTUAL PROPERTY

a. MiDriVa's Ownership Rights

The Application is the intellectual property of *MiDriVa* and are protected by applicable copyright laws, international treaty provisions and other applicable laws of the jurisdiction in which it is being used. To the extent Customer provides any comments or suggestions, Customer grants *MiDriVa* the right and license to retain and use any such comments or suggestions for any purpose in its current or future products or services, without further compensation to Customer and without Customer's approval of such retention or use.

Except as stated in this Agreement, possession and use of the Application does not grant any rights or title to any intellectual property rights. All rights to the Application and accompanying documentation, including all associated copyrights, patents, trade secret rights, trademarks and other intellectual property rights, are reserved by *MiDriVa*.

b. Copyright Infringement Notifications

MiDriVa reserves the right, in appropriate circumstances and at its discretion, to disable and/or terminate the Customer's account if there is repeated infringement of copyright or other intellectual property rights of *MiDriVa* or any third party.

Customer agrees to immediately report to *MiDriVa* any copyright or intellectual property infringements which may come to his/her attention in using the Application or accessing the services offered through the Application.

8. TERMINATION

MiDriVa reserves the right to immediately terminate upon Customer's breach of any obligation in these Terms. *MiDriVa* further reserves the right to any other remedies available under law in the event that Customer's breach adversely affects the *MiDriVa*, its affiliates or subsidiaries. The exclusions and limitations of liability of *MiDriVa* will survive termination of the contractual relationship with Customer.

MiDriVa, by notice to Customer, may immediately terminate its contractual relationship with Customer for convenience at any time for no reason and without any offer for refund. From the effective date of such termination Customer will no longer be entitled to use the Application.

9. PRIVACY

a. Information Collected

Customer acknowledges and agrees that the following information is collected by or on behalf of *MiDriVa*, in connection with Customer's use of the Application and services:

I. Information provided by the Customer, including but not limited to:

- User profile information such as Customer's name, email, phone number, login name and password, address, payment or banking information (including related payment verification information), government identification numbers such as Social Security number, driver's

license or passport if required by law, birth date, photo and signature. This also includes the preferences and settings that Customer enables for the Customer account.

- Demographic data, including through user surveys. In some countries, *MiDriVa* may also receive demographic information about Customer from third parties.
- User content, such as information that submitted when Customer contacts *MiDriVa* customer support, provide ratings or compliments for other users, or otherwise contact *MiDriVa*.

II. Information created when Customer uses *MiDriVa*'s services, including but not limited to:

- Location Information such as precise or approximate location information of Customer as determined through data such as GPS, IP address and Wi-Fi (this depends on User settings on Application and device)
- Transaction Information such as transaction details related to Customer's use of *MiDriVa*'s services, including the type of services requested or provided, order details, delivery information, date and time the service was provided, amount charged, distance traveled, and payment method.
- Usage information such as access dates and times, app features or pages viewed, app crashes and other system activity, type of browser, and third-party sites or service being used before interacting with *MiDriVa*'s services. In some cases, this information may be collected through cookies, pixel tags, and similar technologies that create and maintain unique identifiers.
- Device Information such as information about the devices Customer use to access *MiDriVa*'s services, including the hardware models, device IP address, operating systems and versions, software, file names and versions, preferred languages, unique device identifiers, advertising identifiers, serial numbers, device motion information, and mobile network information.
- Communications data such as information on communications between Users of the Application, drivers and passengers. *MiDriVa* may also use this information for customer support services (including to resolve disputes between users), for safety and security purposes, to improve *MiDriVa*'s products and services and for analytics.

III. Information from other sources, including but not limited to:

- User feedback, such as ratings or compliments.
- Users providing Customer information in connection with referral programs.
- Users requesting services for or on Customer's behalf.
- Users or others providing information in connection with claims or disputes.
- Publicly available sources.
- Marketing service providers.

MiDriVa may combine the information collected from these sources with other information in its possession.

MiDriVa requires user profile information in order to provide its services, and retains such information for as long Customer maintains his/her account. *MiDriVa* retains certain information, including transaction, location, device and usage information, for a minimum of 6 years in connection with regulatory, tax, insurance and other requirements in the places in which it operates. Once such

information is no longer necessary to provide *MiDriVa*'s services, enable customer support, enhance the user experience or other operational purposes, *MiDriVa* takes steps to prevent access to or use of such information for any purpose other than compliance with these requirements or for purposes of safety, security and fraud prevention and detection.

Following a Customer's request for or action of terminating his/her account, *MiDriVa* deletes the information that it is not required to retain. In certain circumstances, *MiDriVa* may be unable to delete Customer's account, such as if there is an outstanding credit on the account or an unresolved claim or dispute. Upon resolution of the issue preventing deletion, *MiDriVa* will delete Customer's account as described above.

MiDriVa may also retain certain information if necessary for its legitimate business interests, such as fraud prevention and enhancing users' safety and security. For example, if *MiDriVa* shuts down Customer's account because of unsafe behavior or security incidents, *MiDriVa* may retain certain information about that account to prevent Customer from opening a new account in the future.

b. Information Shared

Customer acknowledges and agrees that *MiDriVa* may share the information collected in the following ways:

- I. With other users, for example by sharing first name, average rider rating given by drivers, and pickup and/or drop-off locations;
- II. At Customer's request, including to other users or *MiDriVa*'s business partners and/or Third Party Providers;
- III. With the general public when Customer submits content to a public forum;
- IV. With the owner of other *MiDriVa* accounts that Customer may use;
- V. With *MiDriVa*'s subsidiaries and affiliates to help provide services or conduct data processing.
- VI. With service providers and business partners;
- VII. For legal reasons or in the event of a dispute including sharing Customer information with law enforcement officials, government authorities, airports (if required by the airport authorities as a condition of operating on airport property), or other third parties as necessary to enforce *MiDriVa*'s Terms, or other policies, to protect *MiDriVa*'s rights or property or the rights, safety or property of others, or in the event of a claim or dispute relating to Customer's use of services. This also includes sharing Customer's information with others in connection with, or during negotiations of, any merger, sale of company assets, consolidation or restructuring, financing, or acquisition of all or a portion of *MiDriVa*'s business by or into another company; and
- VIII. With Customer's consent.

10.UPDATES

MiDriVa may, from time to time and without Customer's separate permission or consent, deploy an upgrade or update of, or replacement for, the Application ("Update"), and as a result of any such deployment Customer may not be able to use the Application until any such Update is fully installed or activated. Each Update will be deemed to form a part of the Application under these Terms.

Updates may include additions to, and/or removals of, any particular features or functionality offered or may replace it entirely, and *MiDriVa* will determine the content, features and functionality of the updated Software in its sole discretion. *MiDriVa* is not required to offer Customer the option to decline or delay Updates, but in any event Customer may need to download and permit installation or activation of all available Updates to obtain maximum benefit from the Application.

MiDriVa may stop providing support for an older version of the Application until Customer has accepted and installed or activated all Updates. *MiDriVa* in its sole discretion will determine when and if Updates are appropriate and has no obligation to make any Updates available to Customer. *MiDriVa* in its sole discretion may stop providing Updates for any version of the Application other than the most current version, or Updates supporting use of the Application in connection with any versions of operating systems, email programs, browser programs and other software with which the Application is designed to operate.

11. GENERAL

a. Internet connection

This Application requires an active and stable connection to the Internet in order to function. It is therefore Customer's responsibility to ensure that he/she has at all times an active and stable Internet connection.

b. Product names

MiDriVa from time to time may change the name or logo of the Application. These changes do not alter Customer's obligations or rights under these Terms.

c. Notices

MiDriVa may at any time deliver any notice to Customer via electronic mail, pop-up window, dialog box or other means, even though in some cases Customer may not receive the notice unless and until the Application is launched. Nevertheless, any such notice will be deemed delivered on the date *MiDriVa* first makes it available, irrespective of when Customer actually receives it.

d. Questions About These Terms

Questions regarding these Terms or requests for any information from *MiDriVa* should be sent to *MIDRIVA Limited*, Branch Mouth Road, San Ignacio, Cayo District, Belize, Central America e-mail: support@midriva.com, tel.: +5016155678 or visit the website at www.midriva.com.

e. Entire Agreement

These Terms form an Agreement between *MiDriVa* and Customer, and constitutes the entire agreement. This Agreement supersedes all prior or contemporaneous oral or written communications, proposals, statements, warranties and representations with respect to access and/or use of the Application. Notwithstanding the foregoing, nothing in this Agreement will diminish any rights Customer may have under existing consumer protection legislation or other applicable laws in the applicable jurisdiction that may not be waived by contract.

f. Interpretation

The headings in these Terms do not affect its interpretation. The use of any gender includes all genders. The singular includes the plural and vice-versa. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning. The words "includes" and "including" will be construed as followed by the words "without limitation." Any reference to "use" of the Application or Update by Customer shall be deemed to include any installation of any such Application by Customer (unless the context otherwise requires).

These Terms were originally prepared in the English language. Although *MiDriVa* may provide one or more translated versions for Customer's convenience, the English language version of this Agreement will be the governing version of this Agreement in the case of any conflict or discrepancy. In the event that an

ambiguity or question of intent or interpretation arises, in any judicial proceeding or otherwise, these Terms will be construed as having been drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provisions.

g. Severability

If any of these Terms is held to be illegal, invalid or unenforceable under any applicable laws, it shall to that extent be deemed not to form part of the Agreement but the remainder will remain valid and enforceable to the greatest extent permitted by applicable law.

h. Impossibility/Force Majeure

MiDriVa will not be liable for any failure or delay in performance, due in whole or in part, to utility failures (including power), failure of the internet, failure of telecommunications or information technology services, failure of telecommunications or information technology equipment, strikes or other labor disturbances, acts of war or terror, denial of service attacks or other information technology attacks or breaches, floods, sabotage, fire, other natural disasters or Acts of God, affecting and beyond the reasonable control of ***MiDriVa***, its affiliates, subsidiaries, employees and agents.

i. Waiver

The failure of ***MiDriVa*** or Customer to insist upon the strict performance of any of these Terms shall not be construed as a waiver or relinquishment of future compliance with the Terms, which shall remain in full force and effect. No waiver of any provision within these Terms on the part of either party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such party. The waiver by either party of a breach of any provision within these Terms by the other party shall not be construed as a continuing waiver of such breach or as a waiver of other breaches of the same or of other Terms.

j. Assignment

Customer may not assign his/her rights or obligations under these Terms without the prior written consent of ***MiDriVa***. ***MiDriVa*** may assign this Agreement at any time in its sole discretion without any prior written consent by Customer.

k. Choice of Law

These Terms are governed by and construed in accordance with the laws of Belize, Central America, without giving effect to any conflict of law principles, except as may be otherwise provided in the Arbitration Agreement above or in supplemental terms. These provisions, and except as otherwise provided in specific provisions within these Terms, are only intended to specify the use of Belize law to interpret these Terms and the forum for disputes asserting a breach of these Terms, subject and ancillary to the Arbitration provisions herein.