

I. Introduction and Eligibility

Please read these Terms of Use (“**Terms**”) carefully before using the Service.

These Terms include Via’s [Privacy Policy](#), as operated by NTS, which are part of them. These Terms of Use are legally binding. They may change as our business changes, and you agree you will review them and any updates regularly. **Your continued use of the Service means you accept any changes.**

You accept these Terms each time you access the Service. If you do not accept these Terms, you must not use the Service. If you are under 18 years of age, you agree that you have the legal consent of your parent or guardian to access and use the Service.

II. The Service

The “**Service**” means any website, mobile application, or Internet service partially or wholly under Via’s control, that connects users with vehicle-sharing transportation providers. Each reservation a user makes with Via on the Service is a “**Reservation**,” and each ride taken with NTS through a Reservation is a “**Ride**.” Via does not provide the transportation. NTS is the transportation provider.

III. Eligibility to Use the Service

Children. No part of the Service is directed to persons under the age of 13. IF YOU ARE UNDER 13 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER.

No one under the age of 18 is allowed to register with or use the Service without the consent of a parent or guardian. If you are under the age of 18, by using the Service, you represent that you have consent to do so from a parent or guardian. If you are a parent or guardian of a minor who has registered for or used the Service without your consent, please contact us at support@ridewithvia.com.

Agent of a Company, Entity, or Organization. If you are using the Service on behalf of a company, entity, or organization (collectively “**Organization**”), then you represent and warrant that you:

1. are an authorized representative of that Organization;
2. have the authority to bind that Organization to these Terms; and
3. agree to be bound by these Terms on behalf of that Organization.

IV. Your Account

You are responsible for your log-in credentials and for keeping your information accurate.

You are responsible for any activity resulting from the use of your log-in credentials on the Service.

You promise that the information you provide to Via and NTS will be true, accurate, current, and complete.

Your Log-In Credentials. To use the Service, you need to log in by providing a username, password, and cellular phone number. Your account is personal to you, and you may not share your account information with, or allow access to your account by, anyone else. As you will be responsible for all activity that occurs under your access credentials (including the behavior of any other people that travel with you), you agree to use reasonable efforts to preserve the confidentiality of your username and password, and any device that you use to access the Service.

You agree to notify us immediately of any breach in secrecy of your log-in information. If you have any reason to believe that your account information was compromised or that your account was used by an unauthorized person, you agree to immediately notify us by e-mail to support@ridewithvia.com.

V. Payments and Billing

Via charges a fee for use of the Service. You will be charged when your Ride is complete, however, we may pre-authorize and hold an estimated amount of the Fee on your card before the Ride begins. All Fees are non-refundable. Fees are exclusive of taxes and other government surcharges.

Cancellation Policy. If you cancel a Reservation, we may charge you a Fee. Repeated cancellations may result in the suspension of your account.

No-Show Policy. If you are not present at the time and place designated in your Reservation, we may charge you a Fee. Repeated “no-show” instances may result in the suspension of your account.

Cleaning/Damage Fees. If the interior or exterior of your driver’s vehicle is damaged or dirtied as a result of intentional or negligent acts such as aggressive slamming of doors, vomiting, or pet accidents, an additional cleaning or damage Fee may be charged.

Via Credits and Promotional Codes. You may purchase credit (“Via Credit”) towards future Rides. Purchases of Via Credit are non-refundable and may only be used with the Service. Via may offer promotional codes with varying features and rates that are redeemable for Via Credit. Any such promotional code is valid until its stated expiration date.

VI. Additional Guests

If you make a Reservation and multiple people are traveling in your party, you are responsible for the conduct of everybody traveling in your party.

When you make a Reservation, you must indicate how many people are travelling with you. If you do not, we reserve the right to refuse service to additional guests or charge an additional Fee.

VII. Communications

Via may communicate with you by email, text message, or posting notice on the Service. You agree to receive email from us at the email address you provided to us for customer service-related purposes.

Electronic Notices. By using the Service or providing Personal Information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Service. If we learn of a security system’s breach, we will attempt to notify you electronically by posting a notice on the Service and sending an email to you. You have a legal right to

receive this notice in writing. To withdraw your consent from receiving electronic notice, please write to us at support@ridewithvia.com.

SMS Text Messages. We may send you an SMS text message to the phone number you provide when you register with the Service, make a Reservation, when your vehicle is approaching the designated pick-up location, when your vehicle is at the designated pick-up location, and when you reset your password with the Service. Text message and data rates, as determined by your wireless carrier, may apply. **VIII. Via's Content Ownership and Use**

Via owns or has rights to all of the content we make available through the Service,.

The term “**content**” means any text, graphics, images, music, software (excluding the Service), audio, video, information or other materials.

All Via Content and the collection, arrangement, and assembly of all Via Content are the property of Via or its licensors and are protected under copyright, trademark, and other laws.

License to You. We authorize you, subject to these Terms, to access and use the Service and the Via Content solely to make Reservations. Any other use is expressly prohibited. Unauthorized use of the Via Content may violate copyright, trademark, and applicable communications regulations and statutes and is strictly prohibited. **b. Via's Use of Posted Content on the Service.** By posting User Content on or through the Service, and subject to Via's Privacy Policy, you grant Via a worldwide, non-exclusive, irrevocable, perpetual, royalty-free, transferable right to license, sublicense, use, view, copy, adapt, sell, transfer, modify, remove, publish, transmit, distribute, broadcast, stream, perform or publicly display your User Content for any purpose without compensation to you, including for the purpose of promoting Via and its services. Please e-mail us at support@ridewithvia.com if you believe your User Content is being used in an objectionable manner and we will do what we reasonably can to remedy such use of your User Content. The license granted in this paragraph will continue even after you stop using the Service. **c. You Acquire No Ownership in the Content of Via or Others.** You understand that your use of the Service, does not give you any right, title, or interest in content delivered via the Service or any intellectual property rights. **d. You Must Have Rights to the Content You Post.** You promise that you own or have rights to the content posted by you on or through the Service. The posting and use of your User Content on or through the Service must not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person or entity. . You also acknowledge and agree that your User Content is non-confidential and non-proprietary.

X. Copyright Policy

Via respects the intellectual property rights of others and expects its users to do the same. Tell us if you think a user violated your copyright using the Service, or if you think someone incorrectly reported that you violated his or her copyright.

Notices and counter-notices with respect to the Service should be sent to Via's Designated Copyright Agent: Erin H. Abrams, Esq. c/o Via Transportation, Inc., 95 Morton Street, 3rd Floor New York, New York 10014 or by e-mail to copyright@ridewithvia.com. Consult your legal advisor and see 17 U.S.C. § 512 before filing a notice or counter-notice as there are penalties for false claims.

Upon receipt of such notice Via will take appropriate action, including removal of the challenged material from the Service.

XI. Suggestions and Submissions

We appreciate your comments, but if you send us creative ideas, we can use them without compensating you.

XII. Third-Party Content Disclaimers, Limitations, and Prohibitions

You are responsible for your actions when using and relying on the Service or content available on the Service.

You accept that any reliance on material posted by other users or third-party service providers will be at your own risk. .

Do not do bad things with the Service, try to break it, or steal our hard work.

You agree to use the Service only for its intended purpose. You must use the Service in compliance with all privacy, data protection, intellectual property, and other applicable laws. The following uses of the Service are prohibited. You may not:

1. attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to the Service, user accounts, or the technology and equipment supporting the Service;
2. frame, mirror or link to the Service without permission;
3. use data mining, robots, web spiders, viruses or worms or other data gathering devices on or through the Service, including any program which may make multiple server requests per second, or unduly burdens or hinders the operation or performance of the Service;
4. post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity;
5. disclose personal information about another person, or post, send or store infringing, obscene, threatening, libelous or otherwise tortious material, including material that is harmful to children, violates the rights of third parties, or is intended to harass, abuse, or degrade another person;
6. sell, transfer, or assign any of your rights to use the Service to a third party without our express written consent;
7. post advertising or marketing links or content, including spam or otherwise duplicative and unsolicited messages, except as specifically allowed by these Terms;
8. use the Service in an illegal way or to commit an illegal act in relation to the Service or that otherwise results in fines, penalties, and other liability to Via or others; or
9. access the Service from a jurisdiction where it is illegal or unauthorized.

XIII. Consequences of Violating These Terms

If you do not act acceptably, we may prohibit your use of the Service.

. Via reserves the right to involve and cooperate with federal, state and local law enforcement authorities in prosecuting users that violate these Terms in a criminal manner.

We reserve the right to suspend or terminate your account and prevent access to the Service for any violation . We reserve the right to refuse to provide the Service to you in the future.

You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of these Terms and your use of the Service.

XIV. Via's Liability

We are not liable for the actions of users when they use the Service. We may also change the Service at any time and are not liable for how this may affect you. We do not guarantee the quality or accuracy of any content you view using the Service or other websites.

Changes to the Service. We may change, suspend, or discontinue any aspect of the Service at any time, including hours of operation or availability of the Service or any feature, without notice or liability.

User Disputes. We are not responsible for any disputes or disagreements between you and any third party you interact with using the Service. You assume all risk associated with dealing with third parties. You agree to resolve disputes directly with the other party. You release Via of all claims, demands, and damages in disputes among users of the Service. You also agree not to involve us in such disputes. Use caution and common sense when using the Service.

Content Accuracy. We make no representations about accuracy, reliability, completeness, or timeliness of any contents of the Service. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any data from a third-party service provider or the quality or nature of third-party products or services obtained through the Service. Use the Service at your own risk.

Third-Party Websites and Promotions. The Service may include links to third-party websites and applications.). You are responsible for evaluating whether you want to access or use them. We are not responsible for and do not endorse any features, content, advertising, products, or other materials on other websites or applications. You assume all risk and we disclaim all liability arising from your use of them. We make no promises and disclaim all liability of specific results from the use of the Service.

By participating in a Promotion, you agree to the rules that govern that Promotion, which may contain specific requirements about how your Personal Information (as defined in Via's Privacy Policy) is used, including allowing the sponsor of the Promotion to use your name, voice and/or likeness in advertising or marketing associated with the Promotion.

RA. DISCLAIMER OF WARRANTIES

You use the Service at your own risk. We make no warranties or guarantees.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE SERVICE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (i) THE SERVICE WILL

MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY GOODS OR SERVICE AVAILABLE ON THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED; (C) THE SERVICE OR THE SERVER THAT MAKES THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; AND (D) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL. VIA MAKES NO REPRESENTATION OR WARRANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES OBTAINED FROM THIRD PARTIES THROUGH THE USE OF THE SERVICE. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICE AND ANY THIRD-PARTY SERVICES REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

B. LIMITATION OF LIABILITY AND INDEMNIFICATION

We are not liable for anything that happens to you that somehow may be connected to your use of the Service. If you use the Service in a way that causes us to be included in litigation, you agree to pay all legal fees and costs .

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE, INCLUDING DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RELATING TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON THE SERVICE; (v) YOUR RELIANCE ON CONTENT MADE AVAILABLE BY US; OR (vi) ANY OTHER MATTER RELATING TO THE SERVICE. VIA AND/OR ITS LICENSORS WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE, OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED ANY LOSS, DAMAGE, OR INJURY RESULTING FROM ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY SERVICE PROVIDER.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

You agree to defend, indemnify, and hold harmless Via and NTS from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of or reliance on any Via, NTS, or Horizons Content, or your breach of these Terms. We shall provide notice to you promptly of any such claim, suit, or proceeding.

XV. General Terms

These Terms constitute the entire agreement between you and Via concerning your use of the Service. Our failure to exercise or enforce any right or provision of these Terms is not a waiver of such right or provision. If any provision of these Terms is found by a court to be invalid, the parties nevertheless agree that the court should give effect to the parties' intentions, and the other provisions of these Terms remain in full force and effect. The section titles and annotations in these Terms are for convenience only and have no legal or contractual effect.

XVI. Arbitration

These Terms and the relationship between you and Via are governed by the laws of the state of Iowa. You and Via agree to submit to any disputes relating to your use of the Service under the rules of the American Arbitration Association.

Contact Information

Horizons, A Family Service Alliance
Attention: NTS
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Cedar Rapids, Iowa 52401

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