



Terms and Conditions of Use for Par Technologies LLC

Effective Date: 9/5/2024

Welcome to Par Technologies LLC ("Par," "we," "us," or "our"). By using our services, including but not limited to our mobile application, website, and ride-share services ("Services"), you agree to the following Terms and Conditions of Use ("Terms"). Please read these Terms carefully before accessing or using our Services.

1. Acceptance of Terms

By creating an account, accessing, or using any of our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and all applicable laws and regulations. If you do not agree to these Terms, you must not use the Services.

2. Changes to the Terms

We reserve the right to modify these Terms at any time. Any changes will be effective immediately upon posting of the revised Terms. Your continued use of the Services after the posting of such changes constitutes your acceptance of the updated Terms.

3. Eligibility

To use our Services, you must be at least 18 years old or the age of legal majority in your jurisdiction and have the legal authority to enter into this agreement.

4. Service Scope

Par provides ride-share services using slow-moving vehicles, including but not limited to golf carts, within designated areas. Par does not guarantee availability, reliability, timeliness, or quality of the Services. All rides are subject to the availability of vehicles and drivers.

5. User Accounts

Users are required to create an account to access the Services. You agree to provide accurate, current, and complete information and to update such information as needed. You are responsible for maintaining the confidentiality of your account credentials and are liable for all activities conducted under your account.

6. Assumption of Risk

By using the Services, you understand and agree that riding in a slow-moving vehicle, such as a golf cart, carries inherent risks, including but not limited to injury, accident, damage, or death. You assume full responsibility for all risks associated with using the Services, and you acknowledge that Par is not liable for any damages or losses, whether direct or indirect, that result from your use of the Services.

7. Limitation of Liability

To the fullest extent permitted by applicable law, Par, its affiliates, officers, employees, and agents shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to personal injury, property damage, loss of profits, loss of data, or other losses, arising out of or in connection with your access to or use of the Services, even if Par has been advised of the possibility of such damages. This limitation applies to all claims, whether based on warranty, contract, tort, or any other legal theory.

8. No Warranty

The Services are provided on an “as-is” and “as-available” basis without any warranty of any kind, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that the Services will be uninterrupted, error-free, secure, or free of viruses or other harmful components.

9. Indemnification

You agree to indemnify, defend, and hold harmless Par, its affiliates, officers, employees, agents, and contractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to your use of the Services, violation of these Terms, or infringement of any third-party rights.

10. Driver and Vehicle Responsibility

Par may employ drivers directly as well as allow independent contractors to operate under the Par platform. All drivers, whether employed by Par or operating as independent contractors, are responsible for the safe operation of their vehicles, compliance with traffic laws, and the safety of passengers. Par conducts background checks and vehicle inspections to ensure the quality and safety of its drivers and vehicles, but makes no guarantees regarding driver behavior or performance.

Independent contractors are solely responsible for maintaining their vehicles, complying with local regulations, and ensuring the safety of their passengers. Any

disputes between users and independent contractor drivers must be resolved between the involved parties, and Par bears no liability for such matters.

11. User Conduct

You agree not to engage in any conduct that:

- Violates any applicable law or regulation.
- Poses a risk to the safety of yourself, others, or the vehicle.
- Involves tampering with or damaging Par vehicles.
- Harasses, abuses, or harms Par employees, drivers, or other users.

Par reserves the right to terminate or suspend your access to the Services if you engage in any prohibited conduct.

12. Payment Terms

You agree to pay all fees associated with the Services as outlined in our mobile application or website. All payments are non-refundable unless otherwise stated. Par reserves the right to adjust prices, introduce new fees, or change payment policies at any time.

13. Third-Party Links and Services

The Services may contain links to third-party websites, services, or advertisements that are not owned or controlled by Par. Par is not responsible for the content or practices of third-party sites, and you access such sites at your own risk.

14. Dispute Resolution and Governing Law

Any disputes arising out of or in connection with these Terms or the use of the Services shall be governed by the laws of the State of Michigan, without regard to its conflict of law principles. All disputes shall be resolved exclusively through binding arbitration in Detroit, Michigan unless otherwise required by applicable law.

15. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

16. Contact Information

If you have any questions or concerns about these Terms, please contact us at:

Par Technologies LLC

Email: mike@ridewithpar.com

Phone: 610-529-1544