



## Terms of Use for Par Technologies LLC

Effective Date: 9/16/2024

Welcome to Par Technologies LLC ("Par," "we," "us," or "our"). These Terms of Use ("Terms") govern your access to and use of our website, mobile applications, and services ("Services"). By accessing or using our Services, you agree to these Terms. If you do not agree to these Terms, you may not access or use the Services.

### 1. Acceptance of Terms

By creating an account or using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms. 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. Your continued use of the Services constitutes your acceptance of the revised Terms.

### 3. User Accounts

To use certain features of the Services, you must register for an account. You agree to provide accurate, current, and complete information during the registration process and to update your information as needed. You are responsible for maintaining the confidentiality of your account credentials and are liable for all activities conducted under your account.

### 4. License to Use the Services

Par grants you a limited, non-exclusive, non-transferable, and revocable license to use the Services for your personal, non-commercial use. You agree not to:

- Copy, modify, or distribute the Services.
- Reverse engineer or attempt to extract the source code of the software.
- Use the Services for any illegal or unauthorized purposes.

### 5. Driver and Passenger Terms

- **\*\*Drivers\*\***: Whether employed by Par or operating as independent contractors, drivers must comply with all applicable laws and regulations, including traffic laws and vehicle maintenance requirements. All drivers are required to maintain a valid driver's license and appropriate insurance.

- **\*\*Passengers\*\***: Passengers must comply with all applicable safety laws, including seatbelt regulations, and respect the driver and vehicle at all times. Passengers are responsible for any damage caused to the vehicle during the ride.

#### 6. Payment and Fees

By using the Services, you agree to pay the fees associated with your use of the Services, as described in our mobile application or website. Fees may include ride fares, taxes, and other applicable charges. All payments are processed through third-party payment processors, and you agree to their terms and conditions as well.

#### 7. Cancellations and Refunds

You may cancel a ride at any time before it begins. However, cancellation fees may apply. Refunds will be issued only at Par's discretion.

#### 8. Third-Party Services and Content

The Services may link to or integrate with third-party services, websites, or content that Par does not control. Par is not responsible for the content, terms, or privacy practices of third-party services. You access them at your own risk.

#### 9. Intellectual Property Rights

All content, trademarks, logos, and other intellectual property related to the Services are the property of Par or its licensors. You may not use, copy, or distribute any of the intellectual property without our express permission.

#### 10. User Content

You may submit reviews, feedback, or other content through the Services. By doing so, you grant Par a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, and distribute such content in connection with providing the Services.

#### 11. Assumption of Risk

By using the Services, you understand and acknowledge the risks associated with riding in a slow-moving vehicle such as a golf cart. You accept full responsibility for your safety during the ride and agree that Par is not liable for any injuries, accidents, or damages that occur while using the Services.

#### 12. Limitation of Liability

To the fullest extent permitted by law, Par and its affiliates will not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or use, arising from your use of the Services.

#### 13. Indemnification

You agree to indemnify, defend, and hold harmless Par, its affiliates, employees, agents, and contractors from any claims, liabilities, damages, losses, or expenses (including attorney's fees) arising out of or related to your use of the Services, violation of these Terms, or violation of any third-party rights.

#### 14. Termination

Par reserves the right to suspend or terminate your access to the Services at any time, with or without cause, and without notice. Upon termination, you must cease all use of the Services and delete any copies of related materials.

#### 15. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law principles. Any disputes arising under these Terms will be resolved through binding arbitration in Detroit, MI unless otherwise required by law.

#### 16. Severability

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

#### 17. Contact Information

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

Par Technologies LLC

Email: [mike@ridewithpar.com](mailto:mike@ridewithpar.com)

Phone: 610-529-1544