

# Carpool Terms and Conditions

Version 4

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## TERMS AND CONDITIONS FOR SENECA CARPOOL REGISTRATION TOOL (the "Service")

### 1. Overview

1. These terms and conditions govern the use of the Seneca Carpool Matching Tool by the Seneca employees to enable them organize carpooling schedules among themselves .
2. By participating in the Service, users agree to comply with these terms and conditions.

### 2. Eligibility and Requirements

3. To access this Service, you must meet the following eligibility criteria:

1. For passengers

- i. You are at least 18 years of age.

2. For Drivers

- i. You are at least 18 years of age.
- ii. You have a current and valid driver's license.
- iii. You carry all insurance required by law to operate a motor vehicle in Ontario.
- iv. You carry liability insurance that covers bodily injury to all occupants of your vehicle.
- v. You have no record of convictions for serious driving offenses.
- vi. You are medically fit to act as a driver.

- vii. You are an independent party participating with others, in a voluntary, not-for-profit, ridesharing arrangement.
- viii. You follow prescribed manufacturer preventative and maintenance standards for vehicle(s) you use.

- 3. It is the responsibility of participants to conduct any checks or background screenings deemed necessary to ensure their safety, including but not limited to verifying absence of felony or serious criminal offences, or any misdemeanours.

## 5. Carpooling Arrangements

- 6. Users are responsible for organizing, establishing a carpooling schedule, and participating in carpooling arrangements.
- 7. Seneca is not responsible for the conduct of carpool members.
- 8. Users are advised to exercise caution and ensure a safe and respectful environment during carpooling.
- 9. Users must ensure the safety of all passengers during carpooling.
- 10. Users acknowledge the inherent risks with using the carpool matching tool and agree that Seneca is not liable for any accidents, injuries or damages that may occur during the carpooling arrangements organized through their use of the carpool matching tool.
- 11. Users acknowledge and agree that Seneca is not responsible for the condition, safety, maintenance of vehicles used in the carpooling arrangements. Any damages to vehicles are the sole responsibility of the respective carpool members.
- 12. Users acknowledge and agree that Seneca is not liable for any consequences resulting from inadequate communication between carpool members, including scheduling conflicts, missed pickups, or other coordination issues.

## 6. Parking Permits

- 13. Only one carpool vehicle per day is allowed on-site under the carpool permit.
- 14. Every carpool vehicle on-site beyond the first in any given day must purchase an additional parking permit.

15. If the carpool members bring (an) extra vehicle(s) and do not purchase permits for them, parking tickets will be issued based on the order the vehicles are encountered by Seneca Parking. Any dispute arising from the question of which vehicle is the carpool vehicle must be settled among the carpool members.

## 7. Data Privacy

By signing up for the Carpooling Service, users acknowledge and agree that certain personal information, including but not limited to names, pick up addresses may be shared with other carpool members for coordination purposes.

Seneca may also use pickup addresses to determine how to improve the Carpool Program

## 8. Policies and Guidelines

16. Users must comply with all applicable Seneca policies and guidelines while participating in the Service.
17. Seneca reserves the right to terminate a user's carpooling privileges in case of policy violations or misuse. In the case of termination for policy violation or misuse, no refund will be issued.
18. Any form of harassment, discrimination or inappropriate behaviour is strictly prohibited.
19. Users should be familiar with and agree to follow emergency procedures in the event of an accident, breakdown, or other unforeseen circumstances.
20. Users must comply with all local traffic laws, regulations while participating in the carpooling Service. Seneca is not liable for any fines, penalties, or legal consequences resulting from the User's failure to comply with local laws.

## 9. Indemnification

Users agree to indemnify and hold Seneca, and its officers, directors, agents, employees and governors ("the Indemnitees") fully indemnified against any action, claim, demand, cost, charge, loss, and expense (whether or not well-founded) arising out of or related to the use of the carpooling service including but not limited to:

- i. Claims for bodily injury, including death or loss or damage to tangible property where and to the extent that such bodily injury, death, or damage to property is attributable to the acts or omissions of the User; or
- ii. Any breach of this terms and conditions, applicable guidelines and policies, applicable laws, and regulations by the User; or
- iii. breach of the rights of any third party by User; or
- iv. disputes among carpool members.

## 10. Limitation of Liability

IN NO EVENT SHALL SENECA AND ITS AFFILIATES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE CARPOOLING SERVICE, EVEN IF SENECA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SENECA AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OR RELIANCE ON THE CARPOOLING SERVICES OR ARRANGEMENTS, OR YOUR INABILITY TO ACCESS THE CARPOOLING SERVICE OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY OTHER CARPOOL MEMBER, OR ANY THIRD PARTY PROVIDER EVEN IF SENECA OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 11. Governing Law

This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of the Province of Ontario, excluding its conflict of laws rules. Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Province of Ontario.

## 12. Modification

Seneca reserves the right to modify these terms and conditions from time to time. Amendments will be effective upon Seneca posting updated terms and conditions at this location. Your continued access or use of the carpooling service after such posting constitutes your consent to be bound by these terms and conditions, as amended.

### 13. Freedom of Information

All information submitted to Seneca by Users is subject to the Freedom of Information and Protection of Privacy Act (Ontario), and all regulations thereto.

tags : carpool, driving, parking, sustainability