

GOKART TRANSPORTATION TERMS AND CONDITIONS

(Effective February 7th, 2022)

PLEASE READ CAREFULLY

1. Introduction

Welcome to **Gokart Transportation LLC services** and website accessible at **Gokarttransport.com**. The Website, and Services is owned and operated by " **Gokart Transportation** " from **NewYork United State of America**. These Terms of Service ("Terms") govern both our products or services ("services"), users ("Riders or Drivers") and your use of our website, such as the **Gokarttransport.com** (collectively, "Websites"), and your receipt of any taxi booking, or service purchase (collectively, "Services") through the Website.

When we refer to "You" within the document, we mean "User's", "Riders" or "Drivers", when we refer to Us, we mean 'We', '**Gokart Transportation LLC**', '**Us**', or '**Our**'. These terms and all other agreements available on the **Gokart Transportation** website have been created in compliance with All **United State Privacy Laws, including the Delaware Courts and the California Consumer Privacy Acts (CCPA), for users located in California**. Please take your time to read these terms carefully, for it represents our agreement with you.

2. Agreement

This Terms and Condition ("Agreement") also includes our Refund Policy and Privacy Policy, and also referred to by those agreements, form a whole, which governs any access to the **Gokart Transportation** services. By accessing the **Gokart Transportation** Website or Services, you acknowledge that you have read and consent to these Terms and agree, without limitation, to be legally bound by and to comply with them. If you do not agree with some or all of these Terms, you should immediately stop using the Websites or Services.

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3. Eligibility for Access

By accessing and using the site, you acknowledge and agree that you are over the age of 16 and are of legal age to form a legally binding contract with us. Please note that access to the **Gokart Transportation** site and the Services are not available to users under the age of 16.

4. License Grant

Subject to the terms of this agreement, **Gokart Transportation** hereby grants you a limited, non-exclusive, personal, non-sublicensable, non-assignable license to use the Site and the Service, which may only be used in connection with the **Gokart Transportation** Service and in accordance with this TOS and any rules, restrictions or documentation set forth by **Gokart Transportation** from time to time.

5. No Violation of Laws

You agree that you will not, in connection with your use of the Site or the Service, violate any applicable law, ordinance, rule, regulation or treaty. Without limiting the foregoing, you agree that you will not make available through the Site or the Service any material or information that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity).

6. Trademark License

Subject to the express provisions of these terms and conditions. All trademarks, logos, and service marks ("Marks") displayed on the website are **Gokarttransport.com** property. You are not permitted to use these Marks without our prior written consent of **Gokart Transportation**.

Unless otherwise specified in these Terms, all Materials, including the Intellectual property in the Services, are our sole property or the property of our licensors. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the copyright owner's express written consent.

7. User

The Services are available only to individuals who can be referred to as Riders or Drivers 16 years or above of age and can enter into a legally binding agreement under the United State Privacy laws.

8. Account Registration

You must be a registered User of the Website in order to access and use the **Gokart Transportation** services. When You register for the **Gokart Transportation** Platform we will ask for certain personal information, including without limitation, Your full name, username, gender, age and email address. All information You provide to us during registration will be treated in

accordance with our Privacy Policy, which You are required to read also. Once You have submitted Your registration information, we will send a confirmation link to the email address You provided to us to verify Your account.

You are responsible for any activity that occurs with your account credentials so you are required to keep your account credential secure and out of reach from third-parties user.

9. Personal Information and Privacy

When you register an account with **Gokart Transportation**, we may collect and store some PII about you ("personal identification information"). **Gokart Transportation** is committed to ensuring that your personal information is protected. If you provide personal information to the **Gokart Transportation** website, it will only be used to provide the service. Personal Information can be defined as

- Name
- Email Address
- Phone number
- Financial account information (Debit/credit card numbers)

10. Scheduled Booking and Confirmation

To book a Taxi Service (a "**Gokart Transportation** Service"), you agree to provide some certain information about your ride; such as the type of Taxi service, your present location and destination, the date and time the Taxi service will begin, etc. You agree that **Gokart Transportation** reserve the right suspend your account after the third cancellation of a confirmed booking. Furthermore, you acknowledge and agree that a Scheduled Booking is not guaranteed to result in a Taxi service and that **Gokart Transportation** makes no representation or warranty that a taxi service will be available in your location at the time of your Scheduled Booking.

11. Payment and Booking confirmation

When you book, hire, arrange and/or pay for a Taxi ride via the **Gokart Transportation** Service, you acknowledged to have accepted the service provided by **Gokart Transportation** through the Service and agree to pay the total amount specified for the trip. You agree to complete the payment within 24 hours. For refund concerns, please see our refund section below.

12. Payments Processor

You authorize us and our third party payment processor to credit or charge your payment card for any purchase made on the Site. Please be aware that we do not directly collect credit card information from you, but through our authorized third-party payment processor, please refer to their privacy policy.

We may cancel a payment or prevent you from initiating a purchase for any reason, including, without limitation, the following: (i) if you attempt to use the Services in breach of any applicable law collective bargaining agreement or regulation, including the card network rules or regulations; (ii) if you use the Services in breach of these Terms; (iii) if we suspect fraudulent, unlawful or improper activity regarding a payment; (iv) if we detect, in our sole discretion, that your payments have excessive disputes, high reversal rates or present a relatively high risk of losses; or (v) failure to cooperate in an investigation or provide additional information when requested.

13. Good Behaviour

We ask you and your rider partner to be respectful to the **Gokart Transportation** Drivers during your use of the **Gokart Transportation** Services. Avoid using foul language or creating a mess during the trip. **Gokart Transportation** reserve the right to terminate a booking, even after the booking period has started for unruly behaviour. In these circumstances, and no refund will be considered.

14. Location-based Services

Gokart Transportation provides a location base services through the use of GPS location to track rider's locations. You may turn off location services for the services and no data will be collated afterwards.

15. Intellectual Property Rights

All content available on the website, including, but not limited to, the trademarks, logos, and service marks displayed on the website (collectively, the "Trademarks") are the registered and unregistered marks of **Gokart Transportation**, our affiliates, or licensors in The U.S. and other countries. All Trademarks not owned by us, our affiliates, that appear on the website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us. Except as required under applicable law, neither the services, the Trademarks, nor any other portion of the website may be used, reproduced, duplicated, copied, sold, resold,

accessed, modified, or otherwise exploited, in full or in part, for any purpose without our prior written consent.

16. All Transactions Are Final

Except as expressly provided herein, all purchase made or entered through the Site for any service are final and may not be cancelled.

17. Damages

You agree to be liable for any form of damages caused during the period of your taxi ride. You agree to pay for any damages, repair that **Gokarttransport.com** has undertaken on your behalf even after using the Taxi Services.

18. Disclaimer

Your use of this website and services is at your own risk. **Gokarttransport.com** and/or **Gokart Transportation LLC** shall not be liable for any direct, indirect, incidental, or consequential damages or loss arising out of your access to or use of this services. **Gokart Transportation** will not be liable for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with, Use of, or inability to use our Site/Services; or Use of or reliance on any content displayed on our website.

In particular, we will not be liable for:

- Loss of profits, sales, business, or revenue;
- Business interruption;
- Loss of anticipated data;
- Loss of business opportunity, goodwill or reputation; or
- Any indirect or consequential loss or damage

19. Limitation of Liability

You acknowledge and agree that the entire risk arising out of your use of the platform, Services, remains with you to the maximum extent permitted by law. Neither **Gokart Transportation** nor any other party involved in creating, producing, or accessing the Services, will be liable for any incidental, special, exemplary, or consequential damages, including lost profits, loss of data, or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute

products or services, or any damages for personal or bodily injury or emotional distress arising out of or in connection with these Terms.

20. Cancellation by the User

You may cancel a taxi service at any time, provided the taxi service is yet to begin, however there shall be a 5\$ mandatory cancellation fee if the Driver has accepted your trip and you decided to cancel before it begin. Any cancellation after the taxi service has began shall not be acknowledged and no refunds will be issued. **Gokart Transportation** reserve the right to modify, remove and/or revise the cancellation policy at any time in our discretion. For more information please see our refund policy section.

21. Cancellation fee

You agree that there shall be a \$5 cancellation fee, to your account should you cancel a Taxi after it has been booked and accepted by a Driver. This fee is non-negotiable and non-refundable.

22. Refund policy

All purchases are final on the **Gokart Transportation** website, including but not limited to those related to Taxi Services and subscription, are non-refundable and will not be prorated at any time.

23. Children's Privacy Policy

Gokart Transportation respects the privacy of children, and we are committed to complying with the United State Children's Online Privacy Protection Act (COPPA). This site does not knowingly collect, use, or disclose personal information from children under 16 without prior parental consent. However, we may provide our service to children under 16 years of age but under a parental guardian's supervision.

24. Termination

Gokart Transportation reserves the right to immediately suspend or terminate its Service to any User without warning and notice for violation or breach of any of the agreement in this Terms of Service.

25. Termination by You as a User

You may terminate this Agreement by completely and permanently ceasing to use the Services (provided that there are no outstanding Services ordered under your Account). If you attempt to terminate this Agreement while there are still outstanding Services ordered under your Account, this Agreement shall not terminate until such Services have been performed or otherwise canceled as permitted by this Agreement.

26. Indemnification

You agree to indemnify **Gokart Transportation** from any and all Losses incurred by and defend **Gokart Transportation** against any claim arising out of or in connection with: (i) your use of the Service, (ii) any violation or breach by you of these Terms of Service or any failure by you to comply with Applicable Laws, (iii) any dispute or litigation caused by your acts or omissions, (iv) any data, information or other content submitted by you, (v) the use of your Account, whether by your or a third party, (vi) any Transportation Disputes, and (vii) the commission of any Prohibited Acts. **Gokart Transportation** reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify **Gokart Transportation**, including rights to settle, and you agree to cooperate with the defense and settlement of these claims. **Gokart Transportation** will use reasonable efforts to notify you of any claim, action or proceeding brought by a third party that is subject to the foregoing indemnification upon **Gokart Transportation** becoming aware of it.

27. California Privacy Rights (For California Citizens)

Under California Civil Code Section 1789.3, you are entitled to the following specific consumer rights information:

- Contact Information. You can contact us in writing at: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, or by telephone by calling: xxxxxxxxxx.
- Complaints. The procedures that you may follow in order to resolve a complaint regarding the Site, its content, or products/services purchased from the Site are as follows: Contact the California Department of Consumer Affairs to resolve a complaint. The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing. You can obtain further information regarding use of this Website by contacting the California Department of Consumer Affairs.

28. Place of Jurisdiction

These terms and the relationship between you and **Gokart Transportation** is governed by the laws of the State of Delaware; these Terms and all parties' relationship will be defined as if you signed these Terms in Delaware, without regard to Delaware state's conflicts of law rules. The parties agree to submit to the federal or state courts in Delaware County. If you think the laws fail to satisfy the law of your jurisdiction, we should like to hear from you. However, ultimately it is your choice as to whether you wish to use our website.

29. Severability

If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable. Then that provision shall not affect the validity and enforceability of the remaining terms.

30. Your feedback

Gokart Transportation encourages you to share your reviews and feedback with us, and we promise to respect your feedback irrespective of the outcome, for it helps us improve on our services and make us serve you better. By submitting feedback, you are granting us an irrevocable, perpetual, non-exclusive, transferable, fully-paid, worldwide license (with the right to sublicense freely) to use, copy, modify, publicly perform, publicly display, reformat, translate, syndicate, republish, excerpt (in whole or in part) and distribute feedback we receive from you for any purpose, including business, commercial, marketing, advertising, or otherwise.

31. Copyright License

Copyright(c) 2022(s) **Gokarttransport.com** website. Subject to the express provisions of these terms and conditions:

- **Gokart Transportation Inc.**, together with our licensors, own and control all the copyright and other intellectual property rights in **Gokarttransport.com** website and the material on our patient portal.
- All the copyright and other intellectual property rights in the **Gokarttransport.com** website and our site's material are reserved.

32. Support, Notices and Questions

If you have any questions or support issues regarding the website and services or these terms and conditions, please send a message to our customer support department via

(Info@gokarttransport.com), we will try as much as possible to respond to your message within 24 hours.