

- [Terms and conditions](#)

Liftshare.com Terms and Conditions of Use ("Terms and Conditions of Use")

Date of Last Revision: 2013-03-01.

INTRODUCTION TO TERMS AND CONDITIONS OF USE

Our journey matching network connects you with people around you who want to travel more sustainably by travelling together. Users of the Liftshare.com website and facilities available through it (also referred to as Members) can add journeys and search for travel companions and arrange shared travel with other Members.

Liftshare.com is a website operated by Liftshare.com Limited. Liftshare.com Limited is a private limited company registered in England and Wales under company number 03968472. Our registered office is at Old Vicarage, School Lane, Besthorpe, Attleborough, Norfolk NR17 2LH.

In these Terms and Conditions of Use:

1. (1)References to 'you', 'your' and 'yours' are references to the person accessing the Liftshare.com website and/or using any of the Facilities together with any party represented by such person.
2. (2)References to 'we', 'us' and 'our' are references to Liftshare.com Limited.

Should you wish to contact Liftshare.com Limited please refer to the *Contact Us* menu which can be found on each page of our website.

IMPORTANT – LEGAL NOTICE

This legal notice applies to the entire contents of the website under the domain liftshare.com ("Website") and to any correspondence by e-mail between us and you.

Please read these Terms and Conditions of Use carefully before using the Website or becoming (or applying to become) a Member. By becoming a Member of the Website, you agree to be bound by and comply with the following Terms and Conditions of Use without modification. If you do not accept these Terms and Conditions of Use, you should neither use nor register with the Website. By registering as a Member of the Website and/or using the Website and/or accessing any of the Facilities you accept these Terms and Conditions of Use.

By ticking the box next to "I have read the Terms and Conditions of Use and agree with the content." text on page, and clicking the 'Next' button, you accept and agree to be bound by these Terms and Conditions of Use and represent and warrant that you have sufficient right, authority and capacity to enter into and abide by all of the terms and conditions set out in the Terms and Conditions of Use.

DISCLAIMER

Without prejudice to condition 10 of these Terms and Conditions of Use please note that:

1. (1)The Website provides a method by which individuals may initiate contact with each other. We do not provide a matching service between members or purport to offer advice as to transport and/or suitable travel companions which remain entirely your responsibility.
2. (2)Users of the Website are advised that no checks whatsoever are made against anyone joining the Website and/or using it to offer or accept offers of lifts. Individuals should, therefore, exercise all due caution and satisfy themselves that the person or persons that they are travelling with are suitable.
3. (3)We strongly advise you to read our [Safety Tips](#).

SAFETY STATEMENT

We take the privacy and safety of Members very seriously, and are committed to safeguarding their privacy. To that end we ask that Members take note of and follow our Privacy Policy, Rules of Behaviour, Safety Tips and the provisions of the Terms and Conditions of Use, in particular (but without limitation) condition 10 (*Limitation of Liability*). We rely upon our Members to behave well towards each other and with mutual respect and consideration and take responsibility for their own actions and decisions. For ease of access to the other documents referred to above and condition 10 please click the following links:

1. [Privacy Policy](#)
2. [Rules of Behaviour](#)
3. [Safety Tips](#)
4. [Condition 10 \(Limitation of Liability\)](#)

TERMS AND CONDITIONS OF USE

1. **(1)DEFINITIONS USED IN THESE TERMS AND CONDITIONS OF USE**
1. (1.1)The definitions and rules of interpretation in this condition 1.1 apply to these Terms and Conditions of Use.

"Liftshare.com"

means the Facilities and the Website the purpose of which is to facilitate on-line contact between individuals who want to travel more sustainably by travelling together and to facilitate the searching for travel companions and the arranging of shared travel.

"Facilities"

means any or all of the facilities available to Members on or through the Website.

"Member"

means any person registered on the Website and who has completed all of the mandatory fields in the Website registration form (and "Membership" shall be construed accordingly).

"Client"

means an organisation that has purchased the licence to use a white-labelled version of the Liftshare.com website.

"Terms and Conditions of Use"

means these terms and conditions of use (including the introduction, the legal notice, the safety statement, all conditions and the Privacy Policy) and any amendments to or revisions of any of the same as may be published from time to time by Liftshare.com Limited on the Website from time to time.

"Website"

means this Liftshare.com website.

2. (1.2) Where we use the expression "including" this is to be construed as being immediately followed by the expression "without limitation". Consequently, any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
3. (1.3) Words appearing in the singular shall include the plural and vice versa.
4. (1.4) Headings to conditions, paragraphs, policies and/or to any documents published and/or accessible through the Website do not affect the interpretation of these Terms and Conditions of Use.
5. (1.5) On occasion we refer to a statute, statutory provision or subordinate legislation made under a statute. These references are to be construed as being to that statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date appearing at the top of these Terms and Conditions of Use as the last revision date. Where we refer to a statute, that reference includes any subordinate legislation made under that statute whether before or after the date of the latest revision of these Terms and Conditions of Use.

2. (2) ELIGIBILITY, REGISTRATION AND YOUR ACCOUNT

1. (2.1) In order to be able to register as a Member of Liftshare.com and use the website, you must be at least eighteen years old. Membership is otherwise invalid.
2. (2.2) To become a Member of Liftshare.com you must complete the registration process and subscribe to these Terms and Conditions of Use. Registration is necessary for anyone wishing to access and/or use the Facilities. Information provided must be current, complete and accurate in all respects. We have the right to refuse to grant you an account at our sole discretion.
3. (2.3) Subject to our right of refusal referred to above, upon complying with the conditions imposed by the registration process, you will be asked to choose a user id and password. This information is strictly private and confidential and you are entirely responsible for ensuring that this is not communicated to or shared with any other person. We are entitled (but not obliged) to terminate your account at any time if we become aware that you have disclosed your user id and/or password to any other person. Please note that you are entirely responsible for your posted journeys.
4. (2.4) We are not obliged nor do we have the technical means to check the identities of every person registered to use Liftshare.com. The use of your account is expressly limited to you, and you are not entitled to transfer or share your account with any other person (temporarily or permanently). We are not liable if a Member's identity is used by another person. If for any reason, you have reason to believe that another person may be using your identification information or account you must inform us immediately by [contacting us](#). To protect your privacy, we will suspend access or change access to your account as soon as possible

following notification by you that your password has been lost, stolen or otherwise compromised.

5. (2.5) You are entirely responsible for any and all statements made and activities that occur through your account.

6. (2.6) You are responsible for all equipment (including but not limited to all computer, software, telephone, internet and other telecommunication systems) used to access the Facilities, together with any charges or costs incurred as a result of its use.

3. **(3) RIGHT OF CANCELLATION**

1. (3.1) Under the United Kingdom Consumer Protection (Distance Selling) Regulations 2000 (as amended), you have the right to cancel your Membership accompanied by your right to access and use the Facilities within **seven days** of your acceptance of these Terms and Conditions of Use upon first registration as a Member. The agreement made between us and you as set out in these Terms and Conditions of Use will otherwise remain in full force and effect while you are a Member.

4. **(4) JOURNEY MATCHING AND SCOPE OF WEBSITE AND FACILITIES**

1. (4.1) The Website and/or the Facilities enable you to contact other Members with a view to sharing transport so that you can travel together and to search for travel companions. It is not our purpose to broker, arrange and/or advise you of lift sharing arrangements for you or for other Members with you. The Website and/or the Facilities do not include arranging off-line meetings between Members, supplying access to the internet network, or providing an electronic communication service to the public. As such, we have no legal obligation to identify Members when they connect to the Website or to monitor content published by Members. Because we are unable technically to provide such services, we do not undertake contractually to identify Members or to moderate the content published by any of them (which remains their sole responsibility).

2. (4.2) We shall not be liable for false declarations made by a Member. You are advised that we make no checks whatsoever against anyone joining Liftshare.com. For the avoidance of doubt, no checks are made by us of Member's driving licences, authorisations, and vehicles (including whether they are roadworthy and/or whether current MoT certificates and/or insurances are held). You are strongly advised, therefore, to exercise caution and to satisfy yourself that the person or persons with whom you may travel are suitable and where you propose to be a passenger in a car driven by them (or some person authorised by them) as to the validity of their (or the driver's) driving licence, insurances and any MoT certificates required for their vehicle (as appropriate). Therefore, it is imperative that you carry out all necessary investigations of your fellow travellers when arranging to share travel arrangements and transport. You must also take all relevant precautions when arranging to meet with another Member.

3. (4.3) We shall not be held liable for any consequences arising out of meetings between Members, whether on the Website, through any of the Facilities or in person during meetings between Members and/or non-Members as a consequence of the use of the Website and/or other Facilities. In addition, it is recommended that you tell someone who you trust when you arrange a meeting with another Member and that you arrange to meet in a public place initially.

5. **(5) RULES OF BEHAVIOUR**

1. (5.1) Liftshare.com is designed to accommodate a diversity of interests and opinions. However, Members must conduct themselves in an appropriate manner. Liftshare.com may not be used to post or transmit any unlawful, harmful, threatening, abusive, harassing, defamatory, or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would harm our business interests, constitute a criminal offence, exploit children and/or vulnerable adults, violate rights of others, or

otherwise violate any applicable local, state, national, or international law. We reserve the right to remove any group or participant, which in our sole judgement, breaches this condition and/or breaches the undertakings and/or obligations set out in conditions 5.3, 5.4 and 5.5 below.

2. (5.2) Without prejudice to condition 13 (Termination) below, Members undertake not to use any of the Facilities (including the Website):
 1. (5.2.1) in any way that breaches any applicable local, national or international law or regulation;
 2. (5.2.2) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 3. (5.2.3) for the purpose of harming or attempting to harm any person (including minors and/or vulnerable adults) in any way;
 4. (5.2.4) to send, knowingly receive, upload, download, use or re-use any material which does not comply with condition 5.5 below;
 5. (5.2.5) to advertise, promote, market, solicit orders for or offer to buy, sell, lease or license products, goods and facilities;
 6. (5.2.6) to transmit, or procure the sending of, any unsolicited or authorised advertising or promotional material or any other form of similar solicitation;
 7. (5.2.7) to knowingly transmit any data, send or upload any material or information that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
 8. (5.2.8) to harvest, aggregate, mine, copy or otherwise collect information about others, including but not limited to names, email addresses, passwords, telephone numbers, usage information without their consent; and
 9. (5.2.9) to attempt to gain unauthorized access to, tamper with, modify, or hack into any of the Facilities (including the Website).
3. (5.3) You also undertake:
 1. (5.3.1) not to reproduce, duplicate, copy, or sell all or any part of the Website and/or the Facilities.
 2. (5.3.2) not to access without authority, interfere with, damage or disrupt:
 1. (5.3.2.1) all or any part of the Website and/or the Facilities;
 2. (5.3.2.2) all or any equipment or network on which the Website and/or any of the Facilities is stored;
 3. (5.3.2.3) all or any software used in the provision of the Website and/or any of the Facilities;
or
 4. (5.3.2.4) all or any equipment or network or software owned or used by any third party.
 3. (5.3.3) to use your user id and/or password solely for the purpose of your authentication for access to the Website and/or the Facilities. For the avoidance of doubt, you are prohibited from creating a Membership id/profile using a false identity for the purpose of misleading others (including us) of your identity or to impersonate another person; and
 4. (5.3.4) to use the Website and/or the Facilities in accordance with the purpose set out in these Terms and Conditions of Use.
4. (5.4) Without prejudice to condition 13 (Termination) below, you undertake to comply with the following obligations in relation to the content of the material which you may from time to time contribute to and/or upload onto the Website and/or the Facilities:
 1. (5.4.1) to ensure that all content posted, published, uploaded, disseminated and/or broadcast in any form whatsoever is accurate, genuinely held and complies with applicable and prevailing law from time to time both in England and (where not posted, uploaded, disseminated and/or

broadcast in England) in the country from which it is so posted uploaded, disseminated and/or broadcast;

2. (5.4.2)not to post, publish, upload, disseminate and/or broadcast in any form whatsoever content that contravenes the rights of any other person or that is defamatory, obscene, injurious, offensive, hateful and/or inflammatory, violent and/or inciting violence, sexually explicit and/or promotes sexually explicit material, political or fraudulent, and, in general, any content that is contrary to the purpose of Liftshare.com, prevailing laws or rules and/or prevailing acceptable norms and standards;
 3. (5.4.3)not to post, publish, upload, disseminate and/or broadcast in any form whatsoever content that promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation and/or age;
 4. (5.4.4)not to post, publish, disseminate, upload, broadcast and/or reproduce any information protected by copyright, trademark and/or other intellectual property or proprietary information and/or do anything which may infringe any copyright, database right, trade mark and/or other intellectual property of any other person, without first obtaining prior written consent of the owner of such proprietary works/information. For the avoidance of doubt and without any warranty that this is permitted and/or authorised, only public domain files, and files in which the author has given you express consent to copy and redistribute on-line or otherwise, may be uploaded to the Website and/or the Facilities, including any software files or libraries;
 5. (5.4.5)not to post, publish, disseminate, broadcast and/or knowingly cause to be posted, disseminated, and/or broadcast in any form whatsoever content or links to third-party websites which constitute or promote a criminal offence, give rise to civil liability, promote any illegal activity and/or otherwise violate any local, state, national, or international law;
 6. (5.4.6)not to post, publish, disseminate, upload and/or broadcast in any form whatsoever content that is likely to deceive, harass, upset, embarrass, alarm or cause annoyance, inconvenience or needless anxiety to any person;
 7. (5.4.7)not to post, publish, disseminate, upload and/or broadcast in any form whatsoever content to impersonate any person or to misrepresent your identity or affiliation with any person;
 8. (5.4.8)not to post, publish, disseminate and/or broadcast in any form whatsoever content which advocates, promotes and/or assists any unlawful act such as (by way of example only) copyright infringement and/or computer misuse;
 9. (5.4.9)not to post, publish, disseminate or broadcast in any form content which could violate the privacy, proprietary and/or other rights of any person or entity, including any personal information provided by another Member (including their email address, postal address, telephone number) which would enable a Member to contact another Member without using Liftshare.com;
 10. (5.4.10)not to post, publish, disseminate and/or broadcast in any form whatsoever content in breach of any legal duty (including any contractual duty or a duty of confidence owed to any other person);
 11. (5.4.11)not to express and/or imply that any statements you make are endorsed by or emanate from us and/or the Website without our specific prior written consent.
5. (5.5)Failure on your part to comply with all or any of the obligations and/or undertakings set out in clauses 5.3, 5.4 and/or 5.5 above will constitute a serious breach by you of your obligations to us and/or under these Terms and Conditions of Use. If you breach one or more of these obligations and/or undertakings, the without prejudice to condition 13 (Termination) below we shall be entitled to take all or any of the following steps:
1. (5.5.1)immediate, temporary or permanent withdrawal of your right to use the Website;

2. (5.5.2)immediate, temporary or permanent removal of any posting or material uploaded by you to the Website;
3. (5.5.3)issue a warning to you;
4. (5.5.4)commence legal proceedings against you including for reimbursement of all costs on an indemnity basis (including but not limited to, reasonable administration and legal costs) resulting from your failure to so comply.
5. (5.5.5)commence further legal action against you;
6. (5.5.6)disclose such information to law enforcement and/or other competent authorities as we may reasonably feel is necessary.
6. (5.6)The steps described in condition 5.5 above are not exhaustive, and we may take any other action which we deem to be appropriate acting in our absolute discretion.

6. (6)ACCESS TO THE WEBSITE AND THE FACILITIES

1. (6.1)Access to the Website and/or the Facilities is provided on an "as is, as available" basis. We reserve the right at any time and for any or no reason to limit, deny, modify or discontinue all or any part of the Website and/or the Facilities with or without prior notice to you. We shall not be liable to you or to any other person if, for any reason, all or any part of the Website and/or the Facilities are unavailable at any time and for any period (including in the event of their total or partial discontinuance by us).
2. (6.2)You are responsible for making all arrangements necessary for you to have access to the Website and/or the Facilities. Without prejudice to condition 2.3, you are responsible for ensuring that all persons who access the Website and/or the Facilities through your internet connection are made aware of these terms, and that they comply with them.
3. (6.3)We give no warranty that the Website and/or the Facilities and/or any graphics or other content you may download from time to time from the Website and/or the Facilities will meet your requirements, and/or that the Website and/or the Facilities will be uninterrupted, timely, secure, or error free; nor do we give any warranty as to the results that may be obtained from the use of the Website and/or the Facilities and/or as to the accuracy or reliability of any information obtained through all or any of the Website and/or the Facilities or that defects in all or any of the Website and/or the Facilities will be correct.
4. (6.4)We aim to update the Website and/or the Facilities regularly, and may, at any time, change the content and/or archive or delete any of the journeys on the Website and/or the Facilities which are older than 6 months. If the need arises, we may suspend access to the Website and/or the Facilities and/or close it or them indefinitely. Any of the material on the Website and/or the Facilities may be out of date at any given time, and we shall be under no obligation to update such material.
5. (6.5)We are under no obligation to oversee, monitor, review or moderate discussions, chats, postings, transmissions, and groups. We expressly exclude our liability for any loss or damage arising from the use of the Website and/or any Facilities by a Member in contravention of condition 5.5 of these Terms and Conditions of Use.

7. (7)PRIVACY

1. (7.1)Our approach to the capture, storing, sharing and use of information and data (including data supplied by you) is set out in our Privacy Policy which appears at the end of (and forms part of) these Terms and Conditions of Use. You are strongly advised to read the Privacy Policy carefully.
2. (7.2)Liftshare will not host the Customer's Data on a server located outside the European Economic Area (the "EEA").

8. (8)INTELLECTUAL PROPERTY

1. (8.1)Our content

With the exception of any pre-existing intellectual property rights in any trademarks, logos, graphics and text or other intellectual property rights owned by a Client, which remain the

exclusive property of a Client, the trademarks, logos, graphics, animations and text used within the Facilities and those featured on the Website are our intellectual property ("Liftshare IPR") and, as such, the Website pages (or any part of them), the Facilities and/or elements of the Facilities may not be copied, reproduced, modified, published, disseminated, transmitted, used, licensed, represented, exploited for commercial gain and/or distributed in any form whatsoever, without our express written permission.

2. (8.2) Any rights of use of any Liftshare IPR that may be granted by us to you are strictly limited to accessing, downloading, printing and reproduction on all media (including hard disks & removable storage media such as USB memory sticks, memory cards, CD / DVDs etc.) and to use of these documents for private and personal purposes only in the scope of and for the duration of the Member's membership of the Website. Any other use by the Member is strictly prohibited without our express written authorisation.

3. **(8.3) Your content**

You hereby grant (and represent and warrant that you have the right to grant) to us a royalty-free, non-exclusive, non-transferable licence (together with the right to grant sub-licences) to use, copy, reproduce, represent, adapt, modify, translate, scan, sub-licence, assign, transmit, and/or create derivative works to any and all content, information, data, images and/or materials you publish, upload, post on, disseminate, broadcast and/or distribute on and/or through the Website and/or the Facilities, solely to the extent necessary to perform the services of the Website ("Your Content"). Any and all member data (such as name, address and e-mail address) that is collected through any Member registration process or otherwise shall be owned by Liftshare.

4. (8.4) You hereby expressly authorise us to modify Your Content in order to conform to the look and feel of the Website and/or the Facilities and/or communications media used by us and/or to make Your Content compatible with any technical processes or appropriate media formats.
5. (8.5) The rights referred to in condition 8.3 and/or condition 8.4 are worldwide and exist for the entirety of the agreement between us as described in these Terms and Conditions of Use.
6. (8.6) You must not copy, reproduce or otherwise use for any purpose whatsoever any content relating to other Members except to the extent required for the purpose for which Membership of the Website is expressly permitted as described in these Terms and Conditions of Use.

9. **(9) UPLOADING CONTENT TO THE WEBSITE**

1. (9.1) Whenever you make use of a feature that allows you to upload any content, information, data, images and/or materials to the Website or to make contact with other Members, you must comply with the *Rules of Behaviour* set out in condition 5 of these Terms and Conditions of Use. In carrying out any uploading of any content, information, data, images and/or materials to the Website and/or the Facilities you warrant that you have complied with the *Rules of Behaviour* and you agree to indemnify us for any breach of that warranty.
2. (9.2) Any content, information, data, images and/or materials you upload to the Website and/or the Facilities will be considered non-confidential and non-proprietary and, without prejudice to condition 8.3, we have the right to use, copy, distribute and disclose to any other person any such content, information, data, images and/or materials for any purpose. We also have the right to disclose your identity to any person claiming that any content, information, data, images and/or materials published, uploaded, posted on, disseminated, broadcast and/or distributed on and/or through the Website and/or the Facilities constitutes a violation of their intellectual property rights, their right to privacy or any law.
3. (9.3) We shall be entitled to remove any content, information, data, images and/or materials you upload to and/or posting made on the Website and/or the Facilities if, in our opinion,

such material does not comply with the *Rules of Behaviour* set out in condition 5 of these Terms and Conditions of Use.

10. **(10)LIMITATION OF OUR LIABILITY TO YOU**

1. (10.1)We shall have no responsibility for any personal or financial consequences, which result from the use of the Website and/or the Facilities. The Website is simply a "virtual notice board" which allows you to post journeys, search for matches with other Members and contact them.
2. (10.2)The material displayed on the Website and/or the Facilities is provided without any guarantees, conditions or warranties as to its accuracy or completeness. To the fullest extent permitted by law, we and any and all third parties connected to us (including our employees, officers, agents, representatives and/subcontractors) hereby expressly exclude:
 1. (10.2.1)any and all conditions, warranties and other terms (including any and all express or implied warranties) which might otherwise be implied by statute, common law or the law of equity;
 2. (10.2.2)any and all liability for any direct, indirect and/or consequential loss or damage incurred by you in connection the use, inability to use, or arising (directly or indirectly) from use of the Website and/or the Facilities, any websites linked to either of them and/or any content, information, data, images and/or materials published, uploaded, posted on, disseminated, broadcast and/or distributed on and/or through the Website and/or the Facilities, including:
 1. (10.2.2.1)loss of income or revenue;
 2. (10.2.2.2)loss of business;
 3. (10.2.2.3)loss of profits or contracts;
 4. (10.2.2.4)loss of anticipated savings;
 5. (10.2.2.5)loss of data;
 6. (10.2.2.6)loss of goodwill;
 7. (10.2.2.7)wasted management or office time, whether caused by tort (including our negligence), breach of contract, breach of statutory duty or otherwise, even if any such loss and/or damage is reasonably foreseeable.
3. (10.3)You acknowledge and agree that neither we nor any of our employees, officers, agents, representatives and/subcontractors endorse the accuracy or reliability of any advice, opinion, statement or other information displayed, uploaded or distributed through the Website and/or any of the Facilities by us, by any of our partner organisations, by any Member and/or by any other person or entity. We shall not be responsible or liable for the content of such materials and/or the conduct of Members (whether offline or online). You are strongly advised to use caution and common sense when using the Website and/or the Facilities and in meeting people following contact made through the Website and/or the Facilities.
4. (10.4)You acknowledge that we and our employees, officers, agents, representatives and/subcontractors do not pre-screen content, but that we (and those authorised by us) have the right (but not the obligation) in our sole discretion to refuse, edit, move and/or remove any content that is made available on or through the Website and/or the Facilities.
5. (10.5)We do not control content posted on and/or disseminated through the Website and/or the Facilities and, as such, do not guarantee the accuracy, integrity or quality of any such content. You understand that by using the Website and/or the Facilities, you may be exposed to content that is offensive, indecent or objectionable. Under no circumstances will we be liable in any way for any content including for any errors or omissions in any content and/or for any loss and/or damage of any kind incurred as a result of the use of any content posted, emailed or otherwise disseminated and/or transmitted through the Website and/or the Facilities.

6. (10.6) If you order goods and/or facilities from anyone other than Liftshare.com Limited whether through any commercial Liftshare.com website and/or services accessible through the Website and/or the Facilities, all transaction terms including but not limited to purchase terms, payment terms, warranties, guarantees, maintenance, and delivery, are solely between you and the seller of the goods or facilities in question. You are solely responsible for fulfilling any contractual, e-commerce or other obligations you assume using the Website and/or the Facilities. We give no warranties or representations whatsoever with regard to any goods or facilities provided by the seller of the goods or facilities and shall not be liable for any costs and/or damages arising (directly or indirectly) from the goods and/or facilities ordered and/or from any actions or inactions of the seller of any of those items.
7. (10.7) We shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond our reasonable control.
8. (10.8) Nothing in these Terms and Conditions of Use shall exclude or limit our liability for (a) death or personal injury caused by negligence; (b) fraudulent misrepresentation or misrepresentation as to a fundamental matter; or (c) any other liability which cannot be excluded or limited under applicable law.

11. **(11) YOUR INDEMNITY TO US**

1. (11.1) You agree to indemnify us, our holding companies, our subsidiaries, our officers, employees, agents, representatives and subcontractors against any and all claims, demands, costs, losses, liabilities and expenses including legal expenses (on an indemnity basis) arising out of or relating to:
 1. (11.1.1) your use of the Website and/or the Facilities;
 2. (11.1.2) any part or all of Your Content;
 3. (11.1.3) any breach of these Terms and Conditions of Use including any abusive or unlawful behaviour on your part or by any person for whom you are responsible; and/or
 4. (11.1.4) breach of any warranty or representation given by and/or on behalf of you.

12. **(12) LINKS TO OTHER WEBSITES**

1. (12.1) Please note that links to websites created and/or maintained by organisations other than ourselves are available on or through the Website and/or the Facilities. However, we cannot accept any liability for the accuracy or content of such other websites and we do not necessarily endorse the views expressed within any of them. We cannot guarantee that these links will operate all of the time and we have no control over the availability of any linked pages.

13. **(13) TERMINATION**

1. (13.1) We may close your account on the Website and/or the Facilities at any time without cause, or if we believe, in our sole discretion, that you have violated any of the *Rules of Behaviour* set out in condition 5 of these Terms and Conditions of Use. We may also immediately terminate your Membership and right to access and/or use the Website and/or the Facilities if:
 1. (13.1.1) you breach the agreement made between us as set out in these Terms and Conditions;
 2. (13.1.2) we are unable to verify or authenticate (should we choose to do so without being obliged to do so) any information you provide to us;
 3. (13.1.3) any information which you provide to us is inaccurate;
 4. (13.1.4) we decide, in our sole discretion, that you have abandoned your account; or
 5. (13.1.5) we decide, in our sole discretion, to discontinue operating, maintaining and/or offering all or any of the Website and/or the Facilities.
2. (13.2) We shall not be liable to you or any third party for termination of the Website and/or all or any of the Facilities.
3. (13.3) Termination of your Membership and/or any closure of your account by us shall be without prejudice to any other rights and/or remedies that we may have including any and all

claims under any indemnity set out in these Terms and Conditions of Use and/or any and all claims for damages in respect of any loss suffered as a result of breach of any of these Terms and Conditions of Use by you.

4. (13.4) You may at any time and with or without cause terminate your registration with the Website and the Facilities and your Membership by cancelling your account and notifying us of that cancellation. In cancelling your account, you agree to delete yourself from the Website and the Facilities and our database through the 'Settings' page.
5. (13.5) In the event of termination of your Membership you will remain obligated not to violate the rights and/or privacy of any person or entity with respect to any materials you may have received or downloaded through and/or from the Website and/or the Facilities.

14. **(14) VARIATIONS TO TERMS AND CONDITIONS OF USE**

1. (14.1) The information, material and/or content provided in the pages of the Website and/or the Facilities may be changed at any time and from time to time without notice. We may revise these Terms and Conditions of Use at any time without prior notice by amending this page. You agree that you will check this page on the Website on a regular basis to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these Terms and Conditions of Use may also be superseded by provisions or notices published elsewhere on our Website.

15. **(15) ENTIRE AGREEMENT AND MISCELLANEOUS PROVISIONS**

1. (15.1) These Terms and Conditions of Use, and the pages on the Website and/or the Facilities to which these Terms and Conditions of Use refer, constitute the entire agreement between us. They cancel and supersede all prior understandings, proposals, agreements, negotiations, and discussions between us whether written or oral.
2. (15.2) If any provision (or part of any provision) of these Terms and Conditions of Use is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions will continue in force without being impaired or invalidated in anyway.
3. (15.3) No forbearance, delay or indulgence by either of us in enforcing our respective rights shall prejudice or restrict those rights. Neither of us shall be deemed to have waived any of our respective rights under these Terms and Conditions of Use because of our respective failure or delay in exercising that right.
4. (15.4) You may not assign, transfer and/or subcontract all or any of your rights and/or obligations under the agreement between us set out in these Terms and Conditions of Use which are personal to you and any attempt on your part to the contrary is void. The agreement made between us as evidenced in these Terms and Conditions shall inure to the benefit of and be binding upon each of our successors and assigns.
5. (15.5) Any notice required or permitted to be given to you by us under these Terms and Conditions of Use shall be delivered by electronic mail to the email address provided by you during registration on the Website.

16. **(16) RIGHTS OF THIRD PARTIES**

1. (16.1) A person who is not a party to the agreement between us has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any provision of these Terms and Conditions of Use.

17. **(17) JURISDICTION AND GOVERNING LAW**

1. (17.1) These Terms and Conditions of Use and the agreement made between us are governed by and will be interpreted in accordance with the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction in respect of any claim or dispute which may arise in connection with these Terms and Conditions of Use or in connection with and/or arising from any use of the Website and/or the Facilities.

18. **(18) CONCERNS**

1. (18.1) If you have any concerns about any material whatsoever which appears on the Website and/or the Facilities, please contact support@liftshare.com.
 2. (18.2) If you believe that any communication made through or on the Website and/or any of the Facilities infringes any legal rights that you may have or is in breach of any of these Terms and Conditions of Use (including the *Rules of Behaviour*) or know of or suspect any unauthorised posting of or attempt to post any communications, you should notify us immediately with specific details by email at the following address: support@liftshare.com.
 3. (18.3) You agree to comply with all reasonable requests from us, the police, or any statutory or regulatory authorities in identifying any unauthorised users of the Website and/or the Facilities.
19. **(19) CONCERNS**
1. (19.1) If you have any concerns about any material whatsoever which appears on the Website and/or the Facilities, please contact support@liftshare.com.
 2. (19.2) If you believe that any communication made through or on the Website and/or any of the Facilities infringes any legal rights that you may have or is in breach of any of these Terms and Conditions of Use (including the *Rules of Behaviour*) or know of or suspect any unauthorised posting of or attempt to post any communications, you should notify us immediately with specific details by email at the following address: support@liftshare.com.
 3. (19.3) You agree to comply with all reasonable requests from us, the police, or any statutory or regulatory authorities in identifying any unauthorised users of the Website and/or the Facilities.

OUR PRIVACY POLICY

Your privacy on the Internet is of the utmost importance to us. Because we gather certain types of information about Members, we feel you should understand fully the terms and conditions surrounding the capture and use of that information. This Privacy Policy discloses what information and/or data we gather, how we use it, and how to correct or change it.

1. **(1) INFORMATION WE GATHER AND TRACK**
1. (1.1) We gather two types of information about Members: data that Members provide through optional, voluntary registration and data gathered through tracking information derived mainly by tallying page views and journey plan posts throughout the Liftshare Network. Such information enables us to improve the tailoring of our features and content to Members' needs and to help our clients better understand the demographics of our Members.
2. (1.2) We currently gather Member information in the following processes:
 1. (1.2.1) **Optional Registration**
the Website offers free, voluntary registration to Members. By registering, Members can enter journey plans, post new journey plans and reply to existing journey plans; they can take advantage of personalization (the ability to filter matches according to a user-supplied criteria); and they have the ability to edit existing journey plans.
 2. (1.2.2) During registration you are required to supply information including your name, age, gender, an email address and telephone number. You may also be asked optional questions.
 3. (1.2.3) **Surveys**
Occasionally, we conduct Member surveys to understand better the needs of our audience in order to improve our features. We sometimes share the aggregated demographic information in these surveys with our clients or partners. We never share any information about a specific Member gathered in a survey with any third party without that Member's express consent.
4. (1.2.4) **Usage Tracking**
The Website tracks Member traffic patterns throughout its network. This information may be

used to help personalize the Website or target advertising. We also break down overall usage statistics according to a Member's domain name, browser type, and MIME type by reading this information from the browser string (information contained in every Member's browser).

5. **(1.2.5)Cookies**

A cookie is a small data file that certain websites write to your hard drive when you visit them. A cookie file can contain information such as a user ID that the Website uses to track the pages you've visited. But the only personal information a cookie can contain is information you supply yourself. A cookie cannot read data off your hard disk or read cookie files created by other sites. The Website uses cookies to allow automatic sign ins and to track user traffic patterns (as described above). [Click here for more information about the cookies used by this site.](#)

6. (1.2.6)When you register, the Website uses a cookie to store a unique, random user ID.

7. (1.2.7)You can refuse cookies by turning them off in your browser. However you need to have your cookies turned on to use the Website.

2. **(2)USE OF THE INFORMATION**

1. (2.1)We use information given by our Members to show their journeys to individuals searching for potential matches and to enhance their experience, whether to provide interactive or personalised elements on the network, or to better prepare future features based on the interests of our Members.

2. (2.2)We use your email information to provide more journey matching features. At a Member's request we will send out emails notifying the Member of replies to specific journey postings. We also provide the option for the Member to allow other Members to respond to postings directly via their email. We may also send you email notifications of specific changes to the Website and/or Facilities. We never share individual email addresses, telephone numbers or postcodes with any third parties, including advertisers or partners, without prior consent from the relevant Members.

3. (2.3)If during registration you opt to be contacted by telephone then your telephone number will be viewable by other Members.

4. (2.4)We create aggregate reports on Member demographics and traffic patterns for our clients and partners. This allows our clients and partners to advertise more effectively, and allows our Members to receive information that is pertinent to their needs.

3. **(3)SHARING OF THE INFORMATION**

1. (3.1)We use the above-described information to tailor our content to suit your needs and to help our clients and partners better understand our Members' demographics. This is essential to keeping the Website and Facilities free. We do not share individually identifiable information about specific Members with any third party without prior consent from that Member. We do not, however, control the practices of our clients or partners. If you have questions about how one of our clients, our partners and/or your administrator, uses information about you please contact them directly (we will divulge information only as necessary to comply with English law).

2. (3.2)To help Members increase their chance of connecting with others travelling their way we may share summary journey information for journeys that Members have chosen to register onto the public Liftshare network with other websites via an API and in our quick search tools. The information shared with non-Members will only include information for which the Member has given prior consent.

4. **(4)CORRECT/UPDATE POLICY**

1. (4.1)We offer Members the ability to correct or change the information collected during their registration process (see above). The instructions for doing this can be found by clicking on the 'Settings' link on the Website. Members may change this information at any time and as often as necessary. Members may also delete their account at any time by clicking on the

'Settings' link on the Website. Members who are experiencing problems or who have any questions can contact us at support@liftshare.com.

5. (5)liftshare.com makes use of the Google Maps service to display journey information. Please view their [privacy policy here](#).