

**TERMS OF USE AGREEMENT BETWEEN USER
AND ENVIRONMENT BAY OF PLENTY**

PRIVACY POLICY

User privacy is an important concern for ENVIRONMENT BAY OF PLENTY ("We"). We are committed to privacy and security, and to providing the best possible user experience for our users and online customers ("You"). We also strive to protect the personal and confidential information of those who use our on-line services. Information collected during registration for this rideshare program is used to match you with potential rideshare partners, and some of this information may be disclosed to them as described below (See Confidential Information).

Only ENVIRONMENT BAY OF PLENTY administrators will have access to your account information. We will not share or sell this information to outside entities. We may do research on our users' demographics and behavior based on the information provided to us upon registration, gathered from transaction activity or from surveys.

TERMS OF USE

Please read the Terms of Use below and click "I accept" or "I don't accept."

The purpose of the rideshare program is to ease travel to and from an individual's workplace by establishing carpools for commuters and promoting transit use. As a rideshare program participant, there may be times when you are a passenger or a driver for other passengers. ENVIRONMENT BAY OF PLENTY, in providing this service of matching riders and drivers based on location and work schedule, hereby disclaim any responsibility or liability for any accidents or harm to any rideshare program participants. We provide this service solely as a venue for communication between commuters that meet certain criteria. We do not evaluate or insure the character or skill of any drivers or passengers. Furthermore, our records are based on information that users enter into the database. Some of this information may be inaccurate or incomplete. We do not evaluate the correctness or truthfulness of the information submitted and cannot be responsible for any false information submitted.

ENVIRONMENT BAY OF PLENTY assumes no responsibility for any consequence relating directly or indirectly to any action or inaction that you take based on the information, services or other material on this Site. While

ENVIRONMENT BAY OF PLENTY strives to keep the information on this Site accurate, complete and up-to-date, ENVIRONMENT BAY OF PLENTY cannot guarantee, and will not be responsible for any damage or loss related to, the accuracy, completeness or timeliness of the information.

YOUR ACCOUNT AND RESPONSIBILITIES

You must be at least 18 to use this site.

If you use this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You agree to provide accurate information on your account for ridematching purposes. To preserve the integrity of the data in the ridematching database, ENVIRONMENT BAY OF PLENTY reserves the right to modify and/or delete accounts they deem to contain inaccurate and/or inappropriate information, or if the activity on an account is of a harmful or inappropriate nature. Accounts that have inactive for a certain period will be handled as follows: The registered user will receive an e-mail directing him/her to reactivate his/her account. If no action is taken within a specified period, ENVIRONMENT BAY OF PLENTY will delete the account.

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CONFIDENTIAL INFORMATION

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"Restricted," or other similar marking, (B) known by the parties to be considered confidential, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable judgment.

To use the service offered by this site, you are required to provide the following information when you create an account for yourself:

- Your first and last name
- Your gender
- Your home address
- Your e-mail address
- Your work name and address
- Your work hours

In addition, you are able to include the following optional information on your account to ensure quality matches:

- Smoking preference
- Match only with male or female commuters
- A comment regarding carpool arrangements, such as a proposed meeting place

To ensure your anonymity, the following information will not be shown on carpool match reports:

- Your last name
- Your home address*
- Your e-mail address
- Your work name
- Your work address*

*The approximate origin (home) and destination (work) points will be marked on a map, but no specific addresses will be provided on match reports. Only the database administrator has access to users' full names, work and home addresses and e-mail addresses.

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