



By using *Lightning Taxi's* services, visiting *Lightning Taxi's* website, or contacting our dispatch center, you acknowledge and agree to these Terms of Service. If you do not agree, you must discontinue use of *Lightning Taxi's* services immediately.

1. Interpretation

In these terms:

<i>Client or you</i>	means you, your company, and/or any client or other entity whom you are representing.
<i>Passengers</i>	means any person who boards, uses, or attempts to board or use a <i>vehicle</i> as part of a provided service.
<i>Lightning Taxi or we or us</i>	means Lightning Transport Systems Ltd. dba Lightning Taxi and its employees, representatives, executives, shareholders, drivers, contractors, suppliers, or contracted service providers.

2. User Responsibilities

By using Lightning Taxi's services, you agree to:

- Provide accurate information, including location and contact information, when requesting services from Lightning Taxi
- Not damage Lightning Taxi's vehicles or contents
- Not engage in disputes with drivers; instead, direct any service complaints to Lightning Taxi's office
- Not use Lightning Taxi's services for unlawful or dangerous activities
- Not attempt to disrupt, bypass, or compromise our security measures, or introduce viruses, malware, or other harmful programs into our systems
- Follow all safety measures and policies set out by Lightning Taxi
- Allow Lightning Taxi to use user-generated content such as reviews or social media posts for promotional purposes in a respectful and positive manner.
- Indemnify and hold harmless Lightning Taxi, its affiliates, partners, directors, officers, agents, and suppliers from and against any and all claims, suits, proceedings, liabilities, damages, losses, fees, and expenses (including attorney's fees) arising out of or in relation to any claims resulting from the Client's/your breach of any of these terms

3. Prohibited Items and Policy on Refusal to Carry Passengers

3.1. Lightning Taxi does not tolerate harassment or abuse towards its drivers. Drivers are, at their discretion, empowered to refuse to carry passengers on the basis of harassment or abuse.

3.2. Section 76 of the Liquor Control and Licensing Act prohibits liquor in a motor vehicle. Violation is subject to fines and 100% confiscation and disposal. The *Client* agrees not to permit *Passengers* to board a *Vehicle* with liquor in a container with a broken seal, or to



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otherwise permit *Passengers* to possess liquor in a container with a broken seal while in a *Vehicle*.

- 3.3. Section 81 of the Cannabis Control and Licensing Act prohibits cannabis in a motor vehicle. Violation is subject to fines and 100% confiscation and disposal. The *Client* agrees not to permit *Passengers* to board a *Vehicle* with cannabis or to otherwise permit *Passengers* to possess cannabis while in a *Vehicle*, except for cannabis which was produced by a federal license holder and is still in the original packaging with an unbroken seal.
- 3.4. It is unlawful to possess a burning cigarette, cigar, pipe, or other device containing tobacco, nicotine, or other substances, to consume cannabis, or to utilize e-cigarette and/or vaporizing devices while on board a *Vehicle*. The *Client* agrees not to permit *Passengers* to perform such actions.
- 3.5. Firearms, weapons, and fuel containers are not permitted on any *Vehicle* at any time.
- 3.6. Food and liquids are not permitted on any *Vehicle*, except:
 - food carried in a closed, spill-proof container, or
 - in *Lightning Taxi's* sole discretion and if satisfied that the liquid is not liquor, liquid carried in a spill-proof container with a resealable lid (i.e. a retail-packaged water bottle that the driver observed was sealed at the time of boarding).
- 3.7. The *Client* agrees to allow *Lightning Taxi* to, in *Lightning Taxi's* discretion, search the bags or personal belongings of each *Passenger* for the purpose of ensuring illegal items are not brought on board a *Vehicle* and to confiscate and dispose of any such items.
- 3.8. The *Client* agrees to inform *Passengers* of the restrictions related to illegal or prohibited items.
- 3.9. The *Client* agrees to pay a fee of \$50.00 for each infraction and/or confiscation related to illegal or prohibited items; in addition, any fines related to illegal or prohibited items will be billed to the *Client*.
- 3.10. The *Client* agrees that all *Passengers* on board a *Vehicle* shall remain seated while the *Vehicle* is in motion.
- 3.11. *Lightning Taxi* is bound to comply with the Motor Vehicle Act and Regulations, including requirements around hours of service. *Lightning Taxi* reserves the right to refuse to provide service what would cause *Lightning Taxi's* drivers to exceed hours of service limits or otherwise cause *Lightning Taxi* to violate any applicable legislation.
- 3.12. *Lightning Taxi* may refuse service to individual *Passengers*, terminate any service or portion thereof, or require individual *Passengers* to exit a *Vehicle* if:

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- the actions or behaviour of the *Client* or any *Passengers* put *Lightning Taxi's* employees or drivers, the *Vehicle*, or any other *Passengers* in danger or at risk of injury or damage,
- the *Client* or any *Passengers* act in an unruly or inappropriate manner or verbally abuse/harass the driver,
- any *Passengers* are in possession of any illegal or prohibited material, substance, or items,
- any *Passengers* violate the terms of this agreement, or
- continuing to perform the service would cause *Lightning Taxi* to violate the law or applicable legislation.
- If a deposit is requested for a trip and the passenger refuses to pay the deposit
- If the passenger has a pet that is not a certified guide animal and: the vehicle the driver is operating is not pet-friendly or the pet is not in an enclosed pet carrier; or if the passenger has a certified guide animal and the driver is unable to carry it due to an allergy (in this case, the driver shall contact the dispatch office and request another taxi be sent)

3.13. In the event *Lightning Taxi* decides to refuse service, *Lightning Taxi* is not liable for any related costs, including but not limited to the cost to secure alternative transportation. *Lightning Taxi* may, but is not compelled or obligated to, assist with the arrangement of alternate transportation; the *Client* will be required to pay any costs incurred by *Lightning Taxi*.

3.14. *Lightning Taxi* may, at its discretion, suspend customer accounts or refuse to provide future service if harassment or abusive behaviour continues.

3.15. Drivers may not refuse to carry passengers for other reasons, including:

- The length of the trip requested (unless the length would cause violating Hours of Service)
- The passenger is travelling with a certified guide animal on a leash, and the passenger can provide proof of certification
- Any protected class of the passenger (i.e. ethnicity, religion, gender)

4. Pet Policy

4.1. *Lightning Taxi* considers the safety of its drivers, passengers, and other road users to be of utmost importance. While *Lightning Taxi* endeavours to carry everyone who requests a trip, it is important that every trip is completed safely. *Lightning Taxi* maintains a strict policy on the carriage of pets to ensure that every trip remains safe.

4.2. **Pets must be carried in a separate compartment from the driver.** To ensure that distractions to the driver cannot be caused by a pet, all pets must be carried and remain in a separate compartment from the driver. This separate compartment may consist of an enclosed pet carrier or the pet area of a pet-friendly vehicle (equipped with a barrier between the pet area and the passenger compartment). Drivers shall not make exceptions

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to this rule.

- 4.3. **Reduce the chance of “messes.”** Before the pet enters the vehicle, it is the passenger’s responsibility to ensure the pet has had the opportunity to do its business. This will reduce the chance of a mess inside the vehicle. In any case, if a mess is caused, a cleaning fee of up to \$75 will be charged to the passenger since the vehicle will need to be removed from service to allow for cleaning.

5. Cancellation Policy, Dismissal Fees, and Soiling Fees

- 5.1. It is the customer’s responsibility to contact Lightning Taxi if a booking needs to be cancelled or rescheduled.
- 5.2. When a taxi arrives for a booked trip, the driver will wait up to 5 minutes after the booked time for the customer and Lightning Taxi will try to contact the customer during that time. If Lightning Taxi can't reach the customer and the driver doesn't see them, the driver may need to leave for the next trip or, at the driver’s discretion if there is time, start the fare meter and continue waiting a bit longer. If the customer does not show up, Lightning Taxi will consider the customer to have no-showed.
- 5.3. If the customer no-shows, cancels, or dismisses a taxi after the booked time, Lightning Taxi will charge a dismissal fee of an amount up to the greater of Lightning Taxi’s current flag rate in the relevant pick-up zone and Lightning Taxi’s metered rate from the point of dispatch to the pick-up location.
- 5.4. In the event a passenger causes a more than reasonable amount of soiling in a taxi, Lightning Taxi may charge an excessive soiling fee up to \$75.00.
- 5.5. Any damage to a vehicle caused by a *Passenger* shall be charged to the *Client* at the cost incurred by *Lightning Taxi* to repair the damage, including but not limited to leasing fees for an alternate vehicle if the repair requires the original vehicle to be removed from service for the repair.

6. Delivery Terms

- 6.1. When Lightning Taxi delivers an item as part of a delivery service, the *Client* must complete payment for the service, including any incurred costs, before receiving the item(s).
- 6.2. Certain items, such as tobacco or alcohol products, may require that the *Client* presents appropriate identification to the *Driver* prior to delivery. If identification is requested and not provided, the *Driver* cannot release the item(s) to the *Client*. In this case, even if the *Client* never provides identification, the full charge of the delivery service remains due and payable.

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6.3. In the event the *Client* does not complete payment for a delivery service, items that *Lightning Taxi* had to purchase to deliver to the *Client* will remain the property of *Lightning Taxi* (for example, if Lightning Taxi pays for and picks up a pizza from a local restaurant to deliver to the Client and the Client does not pay, Lightning Taxi will keep the pizza).

7. Payment Terms

- 7.1. Unless where otherwise expressly authorized by Lightning Taxi, payment for all services is due immediately.
- 7.2. Lightning Taxi reserves the right to require a customer to provide a non-refundable deposit before performing any service.
- 7.3. Lightning Taxi reserves the right to refuse service if a customer has any outstanding fees or overdue amounts owing.
- 7.4. The *Client* agrees to pay any and all tolls, parking fees, ferry costs or additional charges incurred in the course of performing a requested service.