

TERMS AND CONDITIONS OF USE

Please read these terms and conditions of use ("Site Terms") carefully. By accessing or using this service or this web site, You agree to be bound by the site terms described herein and all terms, policies, guidelines and disclosures incorporated by reference. If You do not agree to all of these terms, do not use this site or service.

HG Trader reserves the right to change these Site Terms or any policy or guideline of the Service, at any time and in its sole discretion, or to suspend, modify or discontinue Your access to, or the operation of, the Service or any portion thereof. Any changes or modification will be effective immediately upon posting of the revisions on the Service. **Your continued use of this Service following the posting of its changes or modifications will constitute Your acceptance of such changes or modifications.** Therefore, You should frequently review these Site Terms and applicable policies from time-to-time to understand the terms and conditions that apply to Your use of the Service. If You do not agree to the amended terms, You must stop using the Service.

SAFETY

You should use the Service with caution for Your safety and that of other persons with whom You travel. **The Service allows You to post a request or offer and to communicate with other Users by email. HG Trader does not verify the truth or accuracy of any posting or request on the Ride Share or other information submitted by any User.** You should meet the person with whom You are considering traveling in a public place before agreeing to travel together. You should independently confirm their contact information for safety. Some safety measures suggested are make copies of each others' drivers' licenses and provide copies to a friend or colleague, provide each other with references and check them. Discuss Your routes and schedules and any likely variances. Confirm that vehicles are safe and can transport passengers or Cargo as needed and that the other driver drives safely. If not, make other arrangements. Assure Yourself of Your own safety. HG Trader does not investigate Users in any manner and cannot vouch for them. Please report any issues or safety concerns to local law enforcement.

APPLICABLE LAWS

Legislation and regulations adopted in your jurisdiction may contain legal limitations and obligations concerning ridesharing, including licensure and insurance requirements and restrictions regarding acceptance of compensation. It is Your responsibility to become familiar with such laws. You should contact Your vehicle insurer to verify that You and your passengers are not in violation of any local laws, and that you are covered while ridesharing and that You have sufficient insurance coverage to protect Yourself your Cargo and Your ride-share passengers.

FREE OF CHARGE

HG Trader is providing this Service without charge to You. Any financial agreement made between You and your ride or ship share partners regarding cost sharing does not involve HG Trader.

Copyright and Limited License

During such time as this Service is made available to You, subject to Your compliance with these Site Terms, HG Trader hereby grants You a non-exclusive, non-transferable, worldwide right to use the Service for Your ride or ship share related travel purposes.

You shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) reverse engineer the Service, or (iv) access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

You shall not (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including, without limitation material harmful to children or violative of third party rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

All rights not expressly granted to You are reserved by HG Trader and its licensors.

Repeat Infringer Policy

HG Trader has adopted a policy of terminating, in appropriate circumstances and at HG Trader's sole discretion, subscribers or account holders who are deemed by HG Trader to be repeat infringers of any third party rights or any of the terms and conditions of these Site Terms. HG Trader may also at its sole discretion limit access to the Service and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Hyperlinks

You are granted a limited, non-exclusive right to create a text hyperlink to the Service for noncommercial purposes, provided such link does not portray HG Trader, any of its products and services, in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a Site Sponsor logo or other proprietary graphic of HG Trader to link to this Service without the express written permission of HG Trader. Further, You may not use, frame or utilize framing techniques to enclose any Site Sponsor trademark, logo or other proprietary information, including the images found at the Service without HG Trader's express written consent.

HG Trader makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party web services, products, information, materials or websites accessible by hyperlink from the service, or web sites linking to the service. Such sites are not under the control of hg trader and hg trader is not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. HG Trader provides these links to You only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by HG Trader of any site or any information contained therein. When You leave the Ride Ship Share Service, You should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which You navigate from the Service.

Flagging. Please report any violations of these Site Terms to abuse@haidagwaiitrader.com.

Your Responsibilities Regarding User Posted Content & Other Interactive Services or Areas

The Service includes areas in which Users may post content and information (the "User Content") and may include other interactive areas or services in which You or third parties may create, post, modify or store information, content, materials or other items on the Service ("Interactive Areas"). You are solely responsible for Your use of such Interactive Areas and use them at Your own risk. By using any Interactive Areas, You agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Service any of the following:

1. User Content that is false, deceptive, deceitful, misleading, unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, harmful to minors, fraudulent or otherwise objectionable;
2. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, violate any applicable rules of professional conduct, or that would otherwise create liability or violate any local, provincial, national or international law;
3. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, You represent and warrant that You have the lawful right to distribute and reproduce such User Content as provided under these Site Terms;
4. User Content that impersonates any person or entity or otherwise misrepresents Your affiliation with a person or entity;
5. Unsolicited promotions, political campaigning, advertising or solicitations, including without limitation any advertisements for commercial services or products;
6. Private or confidential information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, Social Insurance numbers and credit card numbers;
7. Viruses, spyware, malware, corrupted data or other harmful, disruptive or destructive files;
8. Any answers, responses, comments, opinions, analysis or recommendations that You are not properly licensed or otherwise qualified to provide; and
9. User Content that, in the sole judgment of HG Trader, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Service, or which may expose HG Trader or its users to any harm or liability of any type.
10. User Content that harasses, degrades, intimidates or is hateful toward an individual or group of individuals for any

reason and especially on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.

Additionally, You agree not to:

1. contact anyone who has asked not to be contacted or "stalk" or otherwise harass anyone;
2. collect personal data about other users for commercial or unlawful purposes;
3. use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service;
4. post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
5. attempt to gain unauthorized access to HG Trader's computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or HG Trader's website; or
6. use any form of automated device or computer program that enables the submission of postings without each posting being manually entered by the author thereof (an "automated posting device"), including without limitation, the use of any such automated posting device to submit postings in bulk, or for automatic submission of postings at regular intervals.
7. Threaten anyone or exploit anyone in a sexual, violent or other objectionable manner.

HG Trader takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by You or any third party, or for any loss or damage thereto, nor is HG Trader liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity You may encounter. Your use of Interactive Areas is at Your own risk. HG TRADER IS NOT LIABLE FOR ANY STATEMENTS, REPRESENTATIONS, RESPONSES, COMMENTS OR ANY OTHER USER CONTENT PROVIDED BY ITS USERS. Although HG Trader has no obligation to screen, edit or monitor any of the User Content posted in any Interactive Area. Any use of the Interactive Areas or other portions of the Service in violation of the foregoing violates these Site Terms and may result in, among other things, termination or suspension of Your rights to use the Interactive Areas and/or the Service, and HG Trader reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored on the Service at any time and for any reason without notice.

Registration Data; Account Security

In consideration of Your use of the Service, You agree to (a) provide accurate, current and complete information about You as may be prompted by any registration forms on the Service ("User Registration Data"); (b) maintain the security of Your password and identification; (c) maintain and promptly update the Registration Data, and any other information You provide to HG Trader, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information You provide to Company. In addition, You agree not to access or use, or attempt to access or use, the Service or any part thereof using the identity or the Registration Data of any person other than Yourself. You shall abide by all applicable local, provincial, national and foreign laws, treaties and regulations in connection with Your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify Site Sponsor immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Site Sponsor immediately and use reasonable efforts to stop immediately any impermissible copying or distribution of Content that is known or suspected.

You grant to Site Sponsor a non-exclusive license, for the term of this Agreement, to display to Users any and all data, information or material that You submit to the Service ("User Content") for display to Users.

You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all User Content that You submit to the Service, and Site Sponsor shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of User Content. You shall indemnify HG Trader against third party claims relating to User Content that you post, provide or submit.

HG Trader shall not be responsible for the malicious actions of any other User of the Service with regard to posting of User Content.

All indemnifications granted under this Section expressly include, without limitation, indemnification for reasonable attorneys fees and any and all expenses and costs incurred or amounts paid in settlement or in satisfaction of any judgment or award.

Indemnification

You shall indemnify and hold HG Trader, its licensors, vendors, service providers and each such party's parent organizations,

subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of User Content infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by You of Your representations and warranties in the Agreement; or (iii) a claim arising from Your use of the Service or breach of this Agreement; or (iv) a claim arising out of personal injury or damages alleged to have arisen through Your use of the Service or use by any other person or entity alleged to have been harmed through use of the Service, to the extent that use of the Service was made available by or through You.

DISCLAIMER OF WARRANTIES

the service and all content is provided to you strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, are hereby disclaimed.

Hg trader and its licensors, vendors, and service providers make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. Site sponsor and its licensors, vendors, and service providers do not represent or warrant that (a) the use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any hardware, other software, system or data, (b) the service will meet your requirements or expectations, (c) any stored data will be accurate or reliable, (d) the quality of any products, services, information, or material purchased or obtained by you through the service, or from the site sponsor will meet your requirements or expectations, (e) errors or defects will be corrected, or (f) the service or the server(s) that make the service available are free of viruses or other harmful components.

INTERNET AND COMMUNICATION DELAYS

hg trader's services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Hg trader is not responsible for any delays, delivery failures, or other damage resulting from such problems, or from any other service provider, or provider of hardware or software to you.

LIMITATION OF LIABILITY

hg trader and its licensors, vendors or service providers shall not be liable for personal injury or damages alleged to have arisen through the use of the ride ship share service.

In no event shall hg trader and its licensors, vendors or service providers and/or their licensors be liable to you for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with this service, hg trader or its licensors, vendors or service providers, including but not limited to the use or inability to use the service, or for any content obtained from or through the service, any interruption, inaccuracy, error or omission, regardless of cause in the content, even if the site sponsor and its licensors, vendors or service providers from which damages are being sought or such party's licensors have been previously advised of the possibility of such damages.

General

Assignment. You may not assign Your contractual rights to, or under, this Agreement to any third party. Any purported assignment in violation of this section shall be void.

Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

Severability. If any provision of this Agreement is determined to be illegal or unenforceable, in whole or in part, then such provision will be enforced only to the extent permitted by law and the other provisions will remain fully effective and enforceable.

Choice of Law. This Agreement is made in and shall be governed by the laws of the Province of British Columbia without reference to conflicts of laws.

Forum. The parties irrevocably submit and consent to the sole and exclusive exercise of subject matter jurisdiction and personal jurisdiction over each of the parties by the federal and/or Provincial courts in the Province of British Columbia. The parties hereby irrevocably waive any and all objections which any party may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or Provincial courts in the Province of British Columbia and to the laying of venue of any such suit, action or proceeding brought in any such federal or Provincial court in the Province of British Columbia.

Injunctive Relief. You acknowledge and agree that any breach of Your obligations in this Agreement will cause irreparable harm to HG Trader, and its licensor's, vendors or service providers. If You fail to abide by Your obligations in this Agreement, HG Trader shall be entitled to an injunction, specific performance or other equitable relief and no bond or other security shall be required from HG Trader. The rights and remedies specified in this Agreement are in addition to, and not in substitution for, any rights or remedies of HG Trader at law or in equity.

Attorney's Fees. If a suit in law or in equity, is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

Force Majeure. If the performance of any part of this Agreement by HG Trader is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labour disputes, act of God or any other causes beyond the control of either party, HG Trader shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

Entire Agreement. This Agreement, together with attached exhibits, constitutes the complete and exclusive statement of the agreement between You and HG Trader and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written.

Questions & Contact Information. Questions or comments about the Site may be directed to HG Trader at the email address info@haidagwaiitrader.com