

HORIZON RIDES TERMS OF SERVICE

Last Updated: December 23, 2025 HORIZON RIDES TERMS OF SERVICE

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IMPORTANT LEGAL NOTICE

READ THIS CAREFULLY BEFORE USING HORIZON RIDES

This agreement contains important provisions that limit Horizon Rides' liability and affect your legal rights. By using our services, you acknowledge that you understand and accept the risks associated with transportation provided by licensed, independent private hire drivers using personal vehicles. This is not a traditional licensed taxi service.

KEY WARNINGS:

- Drivers are NOT licensed taxi operators and use personal vehicles
- Standard commercial taxi insurance MAY NOT apply
- You assume significant personal risk by using this service
- Horizon Rides acts ONLY as a booking coordinator
- This agreement includes MANDATORY ARBITRATION and CLASS ACTION WAIVER
- You may OPT OUT of arbitration within 30 days by emailing support@horizonrides.org

1. PARTIES AND LEGAL RELATIONSHIP

1.1 Definitions

"Horizon Rides," "we," "us," or "the Company" means, trading as Horizon Rides, a business registered under the Registration of Business Names Act, Chapter 13:03 of the Laws of Saint Lucia.

"User," "you," or "your" means any person accessing the Services, including both Drivers and Passengers.

"Driver" means an independent contractor who uses personal vehicles to provide private hire transportation arranged through our platform.

"Passenger" means any person who requests and receives transportation arranged through our platform.

"Services" means our ride booking, dispatch coordination, and payment processing services.

1.2 Nature of Relationship: The Dispatch Coordination Model

YOU EXPRESSLY ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

We Are a Booking Coordinator ONLY: Horizon Rides operates exclusively as a third-party dispatch and booking coordination service. We are an intermediary that connects Passengers seeking transportation with independent Drivers who provide that transportation using their personal vehicles. We do NOT provide transportation services ourselves.

We Are NOT a Transportation Company: We do not own, lease, or operate any vehicles. We do not employ, supervise, or direct Drivers in their performance of transportation services. We do not hold any taxi licenses or commercial transport permits. We are not regulated as a transportation carrier or taxi company. We do not provide or guarantee any transportation—we merely facilitate the introduction between willing parties.

The Driver Is the Actual Service Provider: When you accept a ride, the Driver is the sole provider of transportation services. The Driver operates as an independent business person using their personal vehicle. The transportation contract is formed directly between you and the Driver. The Driver, not Horizon Rides, is responsible for the safe operation of the vehicle and compliance with all traffic laws.

Our Limited Role: Our services are strictly limited to providing the technology platform for booking requests, matching Passengers with available Drivers, facilitating communication between parties, processing payments on behalf of Drivers as their limited collection agent, and maintaining basic qualification standards for our Driver network. That is the extent of our involvement. We have no control over and do not participate in the actual provision of transportation services.

Legal Significance: This distinction is not semantic—it has profound legal implications for liability, insurance coverage, and your rights as explained throughout this Agreement.

2. TERMS FOR PASSENGERS

2.1 Eligibility

You must be at least 18 years old to use Horizon Rides as a Passenger. If you are between 16-17 years old, you may use the service only with documented parental consent on file with us. Passengers under 16 must be accompanied by a parent or guardian. We reserve the right to verify age and refuse service to anyone who does not meet these requirements.

2.2 CRITICAL ACKNOWLEDGMENTS AND RISK ASSUMPTION

BY USING HORIZON RIDES, YOU ACKNOWLEDGE, UNDERSTAND, AND EXPRESSLY AGREE TO THE FOLLOWING:

All Drivers Hold Valid Licenses: Every driver in our network holds a valid Saint Lucia driver's license and has passed Saint Lucia's mandatory annual vehicle safety inspection. Drivers are legally licensed to operate their vehicles on public roads.

The Insurance Coverage Gap: While all drivers maintain vehicle insurance as required by Saint Lucia law, there is a critical insurance issue you must understand. Most personal auto insurance policies contain exclusions that deny coverage when the vehicle is being used for commercial purposes, including transporting passengers for payment. This means:

- Drivers have valid insurance policies (we verify this)
- Those policies cover personal use of the vehicle
- BUT those same policies likely EXCLUDE coverage during paid ride-sharing trips
- If an accident occurs during your ride, the driver's insurance company may deny the claim entirely
- This would leave you without insurance protection for injuries or damages

Why This Insurance Gap Exists: Personal auto insurance is priced and underwritten for personal, non-commercial use. When a vehicle is used to transport paying passengers, insurers consider this commercial activity that falls outside standard personal policies. Many drivers are unaware their personal insurance excludes this coverage.

Specialized Ride-Sharing Insurance: Some insurance companies offer ride-sharing endorsements or commercial policies that cover passenger transport for hire. However, these policies are more expensive and may not be readily available in Saint Lucia. We verify that drivers have insurance, but we do NOT verify whether their specific policy covers ride-sharing activities.

What This Means for You: If you are injured or your property is damaged during a ride, and the driver's personal insurance denies coverage due to the commercial use exclusion, you may have no insurance protection. You would need to pursue compensation directly from the driver personally, who may have limited personal assets. This is a significant risk you assume by using our service.

Document-Based Verification Only: Our verification of drivers is limited to reviewing documents they provide:

- We verify drivers hold current Saint Lucia driver's licenses
- We verify drivers provide proof of vehicle insurance (but not the policy's terms or exclusions)
- We verify drivers provide current annual vehicle safety inspection certificates from certified garages as required by Saint Lucia law

- We do NOT conduct criminal background checks beyond what is revealed through license verification
- We do NOT conduct independent mechanical inspections of vehicles—we rely on the government-required inspection certificates
- We do NOT verify that insurance policies actually cover commercial passenger transport
- We do NOT conduct ongoing monitoring of driving records or insurance status between annual re-verifications

What Background Checks We Do NOT Conduct: We do NOT conduct comprehensive criminal background checks, employment history verification, character references, or detailed driving record searches beyond confirming the driver holds a valid license. The government's licensing process includes basic checks, but we do not conduct additional screening.

Vehicle Safety Verification: Saint Lucia requires all vehicles to pass annual safety inspections conducted by certified garages. Drivers must provide current inspection certificates. We accept these government-required certificates as verification of vehicle roadworthiness. We do not conduct our own independent mechanical inspections. Between annual inspections, we rely on drivers to maintain their vehicles properly.

YOU VOLUNTARILY ASSUME ALL RISKS: By requesting a ride through Horizon Rides, you voluntarily and knowingly assume all risks associated with transportation provided by independent contractor drivers using personal vehicles with personal insurance that likely excludes coverage for your trip, including but not limited to:

- Risk of traffic accidents, collisions, and vehicle malfunction
- Risk of injury or death caused by driver negligence or error
- Risk of inadequate or non-existent insurance coverage for your injuries or losses
- Risk of misconduct by drivers whose backgrounds we have not comprehensively screened
- Risk that vehicles may develop safety issues between annual inspections
- Risk of property theft, damage, or loss
- Any and all other risks inherent in accepting transportation from independent contractors

Alternative Options Exist: Licensed taxi services with commercial insurance, comprehensive background checks, and stricter regulatory oversight are available in Saint Lucia. By choosing Horizon Rides, you are deliberately selecting a lower-cost, less regulated option and accepting the associated risks in exchange for convenience and affordability.

2.3 Allocation of Liability and Acknowledgment of Risks

Understanding Liability in Our Dispatch Model: When you use Horizon Rides, you are entering into relationships with two separate parties: us (for dispatch coordination and technology services) and the Driver (for actual transportation). It is critical that you understand who is responsible for what, because this affects where you can seek compensation if something goes wrong.

The Driver's Primary Responsibility: The Driver is the operator of the vehicle and the provider of transportation services. As such, the Driver bears primary responsibility for:

- Safe operation of the vehicle and compliance with traffic laws
- Maintaining their vehicle in roadworthy condition
- Carrying adequate insurance coverage for their transportation activities
- The physical safety of passengers during transport
- Negligent, reckless, or improper driving
- Accidents, collisions, or vehicle mechanical failures
- Injuries to passengers or third parties caused by their operation of the vehicle

If you are injured during a trip due to the Driver's negligence (such as running a red light, distracted driving, or vehicle failure), your claim is primarily against the Driver and their insurance, not against Horizon Rides.

Horizon Rides' Limited Role and Responsibility: Our role is limited to operating a dispatch coordination service. We provide technology that connects you with Drivers, we process payments, and we maintain basic qualification standards for our Driver network. We are responsible for:

- Operating our technology platform in a reasonably reliable manner
- Processing your payments accurately
- Maintaining reasonable verification procedures for Driver qualifications (though as explained elsewhere, our verification is limited in scope)
- Responding to customer service inquiries in a timely manner
- Protecting your personal data in accordance with our Privacy Policy

We are NOT responsible for the Driver's operation of the vehicle, the physical condition or safety of the vehicle, whether the Driver's insurance actually covers the trip (as we explain extensively elsewhere, it probably doesn't), the Driver's fitness, sobriety, or competence at any given moment, or the Driver's conduct, negligence, or criminal acts.

What You Are Acknowledging: By using Horizon Rides, you acknowledge and accept the following:

Risk Allocation: You understand that transportation is provided by independent Drivers using personal vehicles, not by Horizon Rides. The Driver, not Horizon Rides, is the party primarily responsible for your safety during the trip. You acknowledge that our role is limited to coordination and that we cannot guarantee the Driver's performance, safety, or insurance coverage.

Limited Verification: You understand that our Driver qualification process is limited to document verification as described in these Terms. We do not conduct comprehensive background checks, criminal record searches, ongoing driving record monitoring, professional vehicle safety

inspections, or verification that insurance policies actually cover commercial use. You accept rides knowing that our verification of Drivers is limited in scope.

Insurance Reality: You acknowledge that you have read and understood the extensive warnings in these Terms about Driver insurance. You understand that Drivers' personal insurance policies likely exclude coverage for paid rides, meaning there may be inadequate insurance coverage if you are injured. You accept this risk by choosing to use our service rather than licensed taxis with commercial insurance.

Alternative Options: You acknowledge that licensed taxi services with commercial insurance and greater regulatory oversight are available as alternatives to Horizon Rides. You are choosing to use our service despite its limitations because of convenience, price, or other factors important to you.

Release for Driver Conduct: To the extent permitted by law, you release and hold harmless Horizon Rides from liability for acts, omissions, negligence, or misconduct of Drivers. This means that if a Driver causes harm through their driving, their conduct, or their criminal acts, your remedy is against the Driver and their insurance, not against us. We did not drive the vehicle, we did not cause the accident, and we cannot be held liable as if we did.

IMPORTANT LIMITATIONS ON THIS RELEASE: This release does NOT apply to and does not limit our liability for:

- Our own gross negligence or willful misconduct in operating our dispatch service
- Our intentional wrongdoing or fraud
- Our breach of our specific obligations under these Terms (such as payment processing or data protection)
- Any liability that cannot be legally limited or excluded under Saint Lucia law
- Death or personal injury caused by our proven negligence (as opposed to Driver negligence)

In other words, we are not asking you to release us from responsibility for our own serious misconduct or from obligations we cannot legally avoid. We are asking you to acknowledge that we are not responsible for the Driver's conduct in operating the vehicle.

2.4 Payment and Booking Terms

Fare Collection: We collect fares from Passengers on behalf of Drivers in our capacity as their Limited Payment Collection Agent. When you pay us, that payment is legally deemed payment made directly to the Driver. We remit the Driver's portion of the fare to them according to our standard payment schedule, retaining our service fee.

Fare Calculation: Fares are calculated based on estimated distance, estimated time, base fare, and any applicable surcharges (tolls, airport fees, wait time, surge pricing during high demand). The fare estimate shown at booking is NOT guaranteed. Your final fare is calculated after trip

completion based on actual distance traveled and time elapsed. You agree to pay the final calculated fare, which may differ from the estimate.

Authorization to Charge: By requesting a ride, you authorize us to charge your selected payment method for the full fare plus any applicable fees, surcharges, or penalties (including damage fees, cleaning fees, or cancellation fees). You represent that you are authorized to use the payment method provided and that sufficient funds or credit are available.

Non-Refundable: All fares are FINAL and NON-REFUNDABLE except in cases where we determine, in our sole discretion, that a genuine service failure or billing error occurred. Dissatisfaction with the ride, traffic delays, route selection, or Driver conduct do NOT entitle you to a refund. Your recourse for service issues is to rate the Driver poorly and file a complaint with us, not to demand a refund.

Billing Disputes: If you believe you were charged incorrectly, you must notify us in writing within seven (7) days of the trip by emailing support@horizonrides.org with your trip details and explanation. We will investigate and respond within fifteen (15) business days. Disputes not raised within seven days are deemed waived.

Failed Payments and Collections: If your payment method is declined or payment fails, your account will be immediately suspended until the outstanding balance is paid in full. We may engage collection agencies or pursue legal action to recover unpaid amounts. You are responsible for all collection costs and reasonable attorneys' fees incurred.

2.5 Cancellation and No-Show Policies

Cancellation Fees: You may cancel a ride request at any time, but cancellation fees apply to compensate Drivers for their wasted time and fuel

Excessive Cancellations: Passengers who exhibit patterns of excessive cancellations (more than 30% of bookings) may have their accounts suspended or terminated.

2.6 Passenger Conduct Requirements

You agree to conduct yourself appropriately and comply with reasonable Driver requests. Prohibited conduct includes:

- Being intoxicated to the point of being unable to safely enter or exit the vehicle
- Consuming alcohol or using drugs (legal or illegal) in the vehicle
- Smoking or vaping in the vehicle
- Eating or drinking items likely to cause spills or stains
- Traveling with more passengers than the vehicle's legal seating capacity
- Failing to use seatbelts or properly secure children in car seats
- Harassing, threatening, or assaulting the Driver or other passengers

- Damaging vehicle property or leaving excessive mess
- Asking the Driver to violate traffic laws or drive recklessly
- Asking the Driver to make unreasonable stops or route deviations
- Transporting illegal items, weapons (except where legally permitted), hazardous materials, or live animals without prior Driver consent

Consequences: Violation of conduct requirements may result in immediate trip termination without refund, assessment of cleaning or damage fees, account suspension or permanent ban, and reporting to law enforcement where appropriate. You remain liable for any damage or cleaning costs you cause.

2.7 Damage and Cleaning Fees

You are financially responsible for any damage to the Driver's vehicle or any need for professional cleaning resulting from your use of the Services. This includes but is not limited to vomiting, spilling food or beverages, staining upholstery, causing odors requiring specialized cleaning, or any physical damage to vehicle components.

Fee Assessment: If a Driver reports damage or mess requiring professional attention, they must provide photographic evidence to us. We will review the claim and, if substantiated, will charge your payment method for the reasonable cost of repair or cleaning based on invoices provided by the Driver. Typical cleaning fees range from XCD \$50 to XCD \$150 depending on severity.

Authorization: By accepting these Terms, you authorize us to charge your payment method for any verified damage or cleaning fees without additional consent. You will receive notice of such charges via email with documentation of the damage.

Disputes: If you dispute a damage or cleaning fee, you must notify us within seven (7) days of the charge with your explanation and any counter-evidence. We will make a final determination in our sole discretion.

2.8 Safety Features and Limitations

Available Safety Features: Our app includes certain safety features for your benefit:

- Real-time GPS tracking during active trips
- Trip sharing capability allowing you to send your trip details to emergency contacts
- Driver information display (name, photo, vehicle details, ratings)
- Emergency assistance button connecting to local emergency services
- Post-trip rating and feedback system

Limitations: These safety features are provided as a convenience but do NOT eliminate the risks of accepting transportation from private operators. GPS tracking shows where you are but does NOT prevent incidents from occurring. The emergency button connects you to emergency

services but does NOT guarantee immediate response. Driver ratings reflect past passenger experiences but do NOT guarantee future safety or service quality.

No Guarantee of Safety: HORIZON RIDES DOES NOT AND CANNOT GUARANTEE YOUR SAFETY. We provide coordination services only. We cannot control Driver behavior, prevent accidents, or ensure that Drivers are fit to provide transportation at any given moment. Safety features are tools, not guarantees.

2.9 Limitation of Liability for Passengers

Understanding What This Section Does: This section limits the amount of money you can recover from Horizon Rides if we breach our obligations to you or if you suffer losses related to our dispatch service. However, these limitations do not apply to everything and are subject to legal restrictions.

Scope of Our Liability: Horizon Rides' liability to you is limited to losses arising from our role as a dispatch coordination service. This includes our failures in operating our technology platform, processing payments, or performing our specific obligations under these Terms. This does NOT include liability for the Driver's operation of the vehicle, which is the Driver's responsibility as explained in Section 2.3.

Limitation Amounts: Subject to the exceptions described below, Horizon Rides' total aggregate liability to you for any and all claims arising out of or related to our dispatch services shall not exceed the greater of:

- (A) The total amount of booking fees actually paid by you to Horizon Rides in the twelve (12) months immediately preceding the event giving rise to liability, OR
- (B) Two thousand five hundred East Caribbean Dollars (XCD \$2,500)

Example: If you have paid approximately XCD \$100 in booking fees over the past year (included in the fares you paid), and you have a claim against us for a service failure, our maximum liability would be XCD \$2,500 (the greater of the two amounts). This cap applies to our failures in dispatch coordination, not to injuries caused by Driver negligence, which are the Driver's responsibility.

Types of Damages Excluded: We are not liable for indirect, incidental, special, or consequential damages including:

- Lost profits or business opportunities
- Lost time or wages
- Emotional distress or mental anguish (except where caused by our gross negligence or willful misconduct)
- Loss of data or information
- Cost of substitute services or transportation

- Damage to relationships or reputation

Service Interruption and Force Majeure: We are not liable for failures or delays in performing our obligations due to circumstances beyond our reasonable control including natural disasters, severe weather, government actions, civil unrest, terrorism, war, pandemics, telecommunications failures, internet outages, power failures, or failures of third-party service providers (such as payment processors or cloud infrastructure).

EXCEPTIONS - Where These Limitations Do NOT Apply:

The limitations in this section do NOT apply to and do not limit our liability for:

Death or Personal Injury Caused by Our Negligence: If death or personal injury results from our proven negligence in operating our dispatch service (not Driver negligence, which is covered under Section 2.3), these damage caps do not apply. However, to be clear: injuries caused by the Driver's operation of the vehicle are the Driver's responsibility, not ours. Our negligence would need to relate to our dispatch coordination role.

Gross Negligence or Willful Misconduct: If we act with gross negligence (extreme carelessness) or willful misconduct (intentional wrongdoing) in performing our dispatch services, these limitations do not apply.

Fraud or Fraudulent Misrepresentation: If we commit fraud or make fraudulent misrepresentations to you, these limitations do not apply.

Breach of Data Protection Obligations: For violations of our Privacy Policy or misuse of your personal data, statutory damages or remedies under applicable data protection laws may apply regardless of these limitations.

Legally Non-Excludable Liability: Any liability that cannot be legally limited or excluded under Saint Lucia law remains in full effect. We do not attempt to exclude liability where the law prohibits us from doing so.

Payment Processing Errors: For errors in processing your payments where we charge you incorrect amounts, we will refund the overcharge amount regardless of these damage caps. The limitations apply to consequential damages from payment errors, not to the refund of incorrectly charged amounts themselves.

Why These Limitations Exist: These limitations exist because we operate a low-margin dispatch coordination business charging modest fees (a small percentage of each fare). Without these limitations, the risk of catastrophic liability for our technology services would make it economically impossible to operate. These limitations are intended to be reasonable and proportionate to the service we provide and the fees we charge. They do not eliminate our responsibility for serious misconduct or legally protected rights.

Your Right to Decline: If you find these limitations unacceptable, you should not use our service and should instead use traditional licensed taxi services that may provide different liability protections.

Time Limits for Claims: You must notify us of any claim within sixty (60) days of the incident giving rise to the claim by sending written notice to support@horizonrides.org. Any legal action must be commenced within two (2) years of the incident. Claims not brought within these time limits may be barred by law.

3. TERMS FOR DRIVERS (INDEPENDENT CONTRACTOR AGREEMENT)

3.1 Independent Contractor Status

YOU ACKNOWLEDGE AND AGREE:

You Are Not Our Employee: You are an independent contractor operating your own private hire transportation business. You are NOT an employee, agent, partner, or joint venturer of Horizon Rides. Nothing in this Agreement creates an employment relationship.

No Control Over Your Work: We do not control when, where, or how you provide transportation services. You determine your own schedule. You decide whether to go online or offline at any time. You decide whether to accept or decline any particular ride request. You choose your own routes (subject to reasonable passenger destination requests). You control all aspects of operating your vehicle.

Your Business, Your Responsibility: As an independent business operator, you are solely responsible for:

- All costs of operating your vehicle (fuel, maintenance, repairs, insurance)
- All business licenses, permits, or registrations required by law
- All taxes, duties, and levies on your earnings (income tax, VAT, National Insurance)
- Your own health insurance, disability insurance, and retirement planning
- Compliance with all traffic laws and transportation regulations
- The safety and maintenance of your vehicle
- The safety of your passengers and third parties

Legal Implications: Because you are an independent contractor and not our employee, you are NOT entitled to employee benefits such as minimum wage, overtime pay, paid leave, National Insurance contributions by an employer, unfair dismissal protections, or any other employment-related benefits or protections. You bear all business risks and liabilities associated with providing transportation services.

3.2 Qualification Requirements

To join and remain in the Horizon Rides driver network, you must continuously meet the following minimum requirements:

Personal Qualifications:

- Be at least 18 years of age
- Hold a current, valid Saint Lucia driver's license (no provisional or learner's permits)
- Have held a driver's license for at least two (2) continuous years
- Be physically and mentally capable of safely operating a vehicle

Vehicle Requirements:

- Own or have legal right to use a vehicle registered in Saint Lucia
- Vehicle must be no older than 2012 manufacture date
- Vehicle must be a four-door sedan, hatchback, or SUV with seating for at least four (4) passengers plus driver
- All seatbelts must be functional
- Vehicle must be in good mechanical condition and roadworthy

Insurance and Documentation

You must maintain continuous vehicle insurance that meets Saint Lucia's legal minimum requirements. However, you need to understand something extremely important about insurance coverage before you begin driving for Horizon Rides.

Most standard personal auto insurance policies in Saint Lucia are written to cover personal, private use of your vehicle only. These policies typically contain exclusions that specifically deny coverage when you are using your vehicle for commercial purposes, carrying passengers for hire, or operating as part of a ride-sharing or transportation service. This means that even though you have a valid insurance policy that covers you when driving to work or taking your family to the grocery store, that same policy may provide ZERO coverage when you are transporting a Horizon Rides passenger for payment.

If you are involved in an accident while transporting a passenger through Horizon Rides, and your insurance policy excludes commercial use or ride-sharing activities, your insurance company can and likely will DENY your claim entirely. You would then be personally responsible for all damages, injuries, medical bills, property damage, and legal costs arising from that accident. This could include tens of thousands or even hundreds of thousands of dollars in liability if someone is seriously injured. Your personal assets including your home, savings, and future wages could be at risk.

You Must Verify Your Coverage: Before you accept even a single ride request through Horizon Rides, you **MUST** contact your insurance company directly and explicitly ask them whether your current policy covers you when you are transporting passengers for compensation through a ride-sharing or dispatch service. Do not assume you are covered. Do not rely on general statements about having "full coverage." You need explicit confirmation from your insurer that commercial passenger transport is included in your policy. If your current policy does not cover this activity, you must either purchase additional commercial coverage, switch to an insurer that offers ride-sharing coverage, or accept that you will be driving entirely at your own risk with no insurance protection during paid rides.

Our Verification Is Limited: We require you to provide proof of insurance documentation showing that you have an active insurance policy. However, we do **NOT** verify the specific terms, conditions, exclusions, or coverage details of your policy. We do **NOT** contact your insurer to confirm that your policy covers ride-sharing activities. We rely entirely on your representation that you have appropriate coverage. It is **YOUR** responsibility to ensure your insurance actually covers your use of Horizon Rides. If you provide us with insurance documents showing you have a policy, but that policy excludes commercial use, you are the one who will suffer the consequences when a claim is denied, not us.

By Joining Our Driver Network, You Acknowledge: You understand that personal auto insurance policies often exclude commercial passenger transport. You accept full responsibility for verifying that your specific insurance policy covers your activity as a Horizon Rides driver. You understand that if your insurance denies a claim due to commercial use exclusions, you will be personally liable for all resulting damages and costs. You agree that Horizon Rides has no obligation to provide insurance coverage, supplement your coverage, or compensate you if your insurance proves inadequate. You will not hold Horizon Rides responsible for any consequences arising from gaps or limitations in your insurance coverage.

Required Documentation: You must provide current proof of insurance showing the policy number, insurer name, coverage dates, covered vehicles, and coverage amounts. You must provide current vehicle registration documents. You must provide a current fitness certificate for your vehicle if required by Saint Lucia law for vehicles of your type or age. You consent to our verification of your insurance status with your insurer, meaning we may contact them to confirm your policy is active, though as noted above, we do not verify the specific coverage details.

Verification: We verify these qualifications at onboarding and annually thereafter. You must immediately notify us if you cease to meet any requirement (license expiration, insurance lapse, vehicle damage, etc.). Operating while unqualified is grounds for immediate termination and may expose you to personal liability.

Our Verification Limitations: While we verify that you provide documentation showing you meet these requirements, we do **NOT** independently verify the ongoing validity of your license, insurance, or vehicle condition between annual check-ins. We do **NOT** conduct criminal

background checks. We do NOT inspect vehicles for mechanical safety. We rely on your representations and the documents you provide.

3.3 How the Dispatch System Works

Receiving Ride Requests: When you are online in the app and available, our system may send you ride requests from Passengers near your location. Each request shows:

- Passenger's pickup location (general area, not exact address until you accept)
- Estimated trip distance
- Estimated trip time
- Estimated fare

Accepting or Declining: You may accept or decline any ride request for any reason. However:

- **Acceptance Rate:** While you have absolute freedom to decline, maintaining a reasonable acceptance rate (typically above 75%) is expected for fair distribution of opportunities among Drivers. Very low acceptance rates may result in receiving fewer requests.
- **Cancellation After Acceptance:** Once you accept a request, you should honor it unless you have a legitimate reason to cancel (passenger no-show, safety concern, vehicle emergency, etc.). Excessive cancellations damage passenger experience and may result in warnings or removal from the network.

Completing the Trip: After accepting a request, you must:

- Proceed promptly to the pickup location using your best judgment on routing
- Contact the Passenger through the app if you have difficulty locating them
- Wait at least five (5) minutes for the Passenger to arrive (after which you may cancel and collect no-show fee)
- Verify the Passenger's identity (check that their name matches the booking)
- Transport the Passenger to their requested destination using a reasonable and direct route
- Mark the trip as complete in the app upon arrival

Your Obligations During Trips: You are obligated to:

- Operate your vehicle safely and in compliance with all traffic laws
- Treat Passengers with courtesy and professionalism
- Refrain from discrimination based on race, ethnicity, religion, gender, sexual orientation, disability, or other protected characteristics
- Honor reasonable Passenger requests regarding route, temperature, music volume, etc.
- Not use your phone for purposes other than navigation and the Horizon app while driving
- Not be under the influence of alcohol or drugs
- Not solicit Passengers for off-platform business or personal relationships
- Maintain passenger privacy and not share or discuss their information

3.4 Compensation Structure

Fare Breakdown: When a Passenger books a ride, they pay a total fare calculated by our system based on distance, time, base fare, and applicable surcharges. This total fare is currently split as follows:

Driver Portion: 85% of the total fare goes to you

Commission Fee: 15% of the total fare is retained by Horizon Rides as our commission for providing dispatch services, technology platform, payment processing, and customer support

Right to Modify Fee Structure: We reserve the right to modify the Commission fee percentage and compensation structure at any time. Changes to the fee structure will be communicated to all active Drivers at least thirty (30) days before taking effect via email and in-app notification. If you do not agree to the modified fee structure, you may terminate your relationship with Horizon Rides before the effective date of the change by ceasing to use the platform. Continued acceptance of ride requests after the effective date of fee structure changes constitutes your acceptance of the new compensation terms. As an independent contractor, you are free to stop using our dispatch services at any time if the compensation no longer meets your business needs.

Example: If a trip generates XCD \$40 in total fare, you receive XCD \$30 and Horizon Rides retains XCD \$10.

Tips: Passengers may tip you through the app. You receive 100% of all tips. Tips are separate from the fare and are not subject to our service fee.

Surge Pricing: During periods of high demand (peak hours, bad weather, special events), surge pricing multipliers may apply, increasing fares proportionally. Your 85% share applies to the surged fare. For example, if surge pricing doubles a XCD \$40 fare to XCD \$80, you receive XCD \$60 instead of XCD \$30.

Other Fees: The fare may include additional components such as airport pickup fees, toll reimbursements, wait time charges (after five minutes), or cancellation fees. Your 85% share applies to all components of the fare except where specifically noted.

Payment Processing: We collect all fares from Passengers on your behalf as your authorized payment collection agent. We then remit your portion to you according to the schedule below. Payment to us by the Passenger constitutes payment to you—you cannot pursue Passengers directly for fare payment.

Payment Schedule and Hold Period: Driver payments are processed according to the following schedule, subject to a mandatory hold period for banking and refund protection:

Earning Period: Monday 00:00 to Sunday 23:59

Hold Period: All earnings are subject to a twenty-one (21) day hold period from the date each trip is completed before funds become available for transfer

Processing: After the hold period expires, payments are calculated and prepared each Monday for eligible trips

Transfer: Funds are transferred to your designated bank account by the following Wednesday

Statement: You receive a detailed earnings statement showing each trip, the fare, your portion, any adjustments, and the date funds become available

Why the Hold Period Exists: The twenty-one day hold period is necessary for several critical business and legal reasons:

Chargeback Protection: Passengers have the right to dispute credit card charges with their banks. These chargebacks can occur up to several weeks after a trip. If we paid you immediately and a Passenger later successfully disputes the charge, we would have to deduct that amount from your future earnings or pursue you for repayment. The hold period ensures funds are not released to you until the chargeback risk period has substantially passed.

Refund Window: We need time to investigate and process legitimate refund requests from Passengers for service failures, billing errors, or other valid complaints. If funds were already paid to you, processing refunds becomes complicated and may require clawing back money from you. The hold period allows us to resolve refund issues before releasing funds.

Banking Settlement: Payment processors and banks require time to fully settle and clear transactions. Funds are not immediately available to us when Passengers pay, and we cannot distribute to you what we have not yet received in cleared funds.

Fraud Detection: The hold period gives us time to identify and investigate potentially fraudulent trips or payment fraud before releasing funds, protecting both you and us from losses due to fraud.

Example: If you complete a trip on Monday, January 1st, those earnings will be held until Monday, January 22nd (21 days later). If January 22nd falls during a payment processing week, those funds will be included in the payment transferred to your bank account by Wednesday, January 24th. This means the total time from trip completion to receiving funds in your bank account is typically 21-24 days.

Your Acknowledgment: By joining our driver network, you acknowledge and agree that you will not receive immediate payment for trips completed. You understand and accept the twenty-one day hold period and the reasons for it. You agree that this payment schedule is a material term of your independent contractor relationship with us and is non-negotiable. If you need more immediate payment for your transportation services, you should consider traditional taxi services or other platforms with different payment schedules.

Adjustments and Deductions: Your payment may be reduced by:

- Chargebacks: If a Passenger successfully disputes a charge with their credit card company, the fare may be deducted from your future earnings. We will notify you and allow you to provide your account of the trip.
- Refunds: If we issue a refund to a Passenger due to service failure or error, the amount may be deducted from your earnings if you were responsible.
- Cleaning or Damage Fees: If you report vehicle damage or cleaning needs, any fees collected from the Passenger will be remitted to you in addition to your normal earnings (not subject to the service fee).

Tax Reporting: We will provide you with annual tax documentation showing your total gross earnings from Horizon Rides. However, you are solely responsible for calculating your net business income after expenses and determining your tax liability.

3.5 Driver Liability and Insurance Requirements

YOU ARE THE CARRIER AND PRIMARY LIABLE PARTY:

As the vehicle operator and actual transportation service provider, you are primarily and personally liable for:

- All traffic accidents and collisions involving your vehicle
- All injuries to Passengers, other drivers, pedestrians, or any third parties caused by your operation of the vehicle
- All property damage caused by your operation of the vehicle
- All violations of traffic laws or transportation regulations
- All claims arising from your negligent, reckless, or willful misconduct
- All breach of the transportation contract between you and the Passenger

Your Insurance Is Primary Coverage - CRITICAL WARNING: Your personal vehicle insurance policy is the sole and primary insurance coverage for any incidents that occur during trips arranged through Horizon Rides. However, you must understand a critical reality about how insurance actually works in practice.

We Accept Drivers With Standard Personal Insurance: Horizon Rides does not require you to have specialized commercial insurance, ride-sharing insurance, or any specific type of coverage beyond Saint Lucia's legal minimum requirements. We will accept you into our driver network if you can show proof of any valid personal auto insurance policy. This makes it easier and less expensive for you to join our platform.

BUT Your Personal Insurance Will Likely Deny Claims: Here is what you absolutely must understand: even though we accept drivers with standard personal insurance, the vast majority of personal auto insurance policies in Saint Lucia contain exclusions that specifically deny

coverage for commercial activities, carrying passengers for compensation, or ride-sharing services. This means that while you have an insurance policy and we have verified you have an insurance policy, that policy will almost certainly REFUSE TO PAY if you are in an accident while transporting a Horizon Rides passenger.

What This Means In Practice: If you are involved in an accident while on a paid trip:

Your insurance company will investigate and discover you were transporting a passenger for payment. They will review your policy and find the commercial use exclusion clause. They will send you a letter denying your claim entirely, stating that commercial passenger transport is not covered under your personal policy. You MAY receive little to NO compensation from your insurance company for vehicle damage, medical bills, or liability to third parties. You will be personally responsible for paying all costs out of pocket, including repairing your own vehicle, paying your own medical bills if you are injured, paying for the Passenger's injuries and medical expenses, paying for damage to other vehicles or property, and paying for legal defense if you are sued.

These costs can easily reach tens or hundreds of thousands of dollars. Your personal assets including savings, property, and future wages will be at risk.

Why We Still Accept Personal Insurance: We accept drivers with personal insurance policies because we understand that specialized commercial insurance or ride-sharing insurance is expensive and may not be readily available in Saint Lucia. We want to make it possible for ordinary people with regular insurance to earn money through our platform. However, by accepting personal insurance, we are NOT representing or guaranteeing that your insurance will actually cover you. You are taking this risk voluntarily with full knowledge of the likely consequences.

Your Insurance Obligations: You are required to:

Maintain continuous insurance coverage meeting Saint Lucia legal minimum requirements .This is the legal minimum whether or not it covers commercial use. Provide us with proof of insurance documentation showing you have an active policy, though we understand and accept that this policy likely excludes commercial coverage. Immediately notify us at support@horizonrides.org if your coverage lapses or is cancelled for any reason. If your insurance lapses, you will be immediately suspended from receiving ride requests until coverage is restored. Cooperate fully with any insurance investigations and claims processes, even if you expect your claim will be denied. Provide Passengers with your insurance information if an incident occurs, even though that insurance may ultimately deny coverage. This is legally required even if the coverage proves inadequate.

What You Should Do: The responsible action is to contact your insurance company before driving for Horizon Rides and explicitly ask whether your policy covers ride-sharing or

commercial passenger transport. If it does not (and it almost certainly does not with a standard personal policy), you have three options:

Purchase additional ride-sharing coverage or upgrade to a commercial policy from your current insurer if available. Switch to an insurance company that offers ride-sharing or commercial coverage, though this will likely be significantly more expensive. Accept that you are driving without real insurance protection during paid trips and are assuming massive personal financial risk, but do so with your eyes wide open knowing the potential consequences.

Our Position: Horizon Rides does NOT provide any insurance coverage for drivers or vehicles. We do NOT supplement your insurance. We do NOT guarantee that your insurance will cover you. We do NOT have backup insurance if your claim is denied. We accept no responsibility or liability if your insurance denies your claim due to commercial use exclusions. You are an independent contractor operating your own business, and insurance is your sole responsibility. If you suffer financial losses because your insurance denied coverage, that is a risk you voluntarily assumed by choosing to drive with personal insurance that excludes commercial use.

Your Acknowledgment: By driving for Horizon Rides with a standard personal insurance policy, you explicitly acknowledge that you understand most personal insurance policies exclude commercial passenger transport coverage. You accept that your insurance will likely deny any claims arising from paid trips. You assume complete personal financial responsibility for all costs and liabilities if your insurance denies coverage. You will not hold Horizon Rides responsible for your decision to drive without adequate insurance coverage. You understand this is an enormous financial risk and you are taking it voluntarily with full knowledge.

CRITICAL WARNING ABOUT INSURANCE:

Many standard personal auto insurance policies EXCLUDE coverage when you are carrying passengers for compensation. If your policy excludes commercial use, you are effectively driving UNINSURED during paid trips, even though you have an insurance policy for personal use. This means:

- Your insurer may DENY any claim arising from a paid ride
- You would be PERSONALLY LIABLE for all damages, injuries, and medical bills
- Passengers injured in an accident may sue you directly and obtain judgments against your personal assets (home, savings, wages)
- You could face criminal penalties for driving uninsured

You **MUST** verify your coverage with your insurance company before providing any rides through Horizon Rides. Simply having an insurance policy is NOT sufficient—the policy must specifically cover your ride-sharing activities. If you are uncertain, contact your insurer and explicitly explain that you will be transporting passengers for compensation through a ride-sharing platform.

What Horizon Rides Does NOT Provide:

- We do NOT provide any insurance coverage for Drivers or vehicles
- We do NOT carry commercial auto liability insurance covering your trips
- We do NOT supplement or excess over your personal insurance
- We do NOT guarantee that your insurance will cover incidents
- We do NOT intervene in insurance claims except to provide trip data if requested

If your insurance denies a claim, you are personally responsible for all resulting damages and liabilities. There is no backup coverage from Horizon Rides.

3.6 Tax Obligations and Indemnification

You Are Solely Responsible for All Taxes:

As an independent contractor operating a business, you are legally obligated to:

- Register with the Saint Lucia Inland Revenue Department for income tax purposes
- Register for Value Added Tax (VAT) if your annual revenues exceed the VAT threshold
- Register with National Insurance and make regular National Insurance contributions as a self-employed person
- Maintain accurate records of all income and business expenses
- File all required tax returns on time (income tax returns, VAT returns, etc.)
- Pay all taxes, duties, levies, and contributions owed by the legal deadlines
- Remit any collected VAT to authorities if registered for VAT

Common Tax Misunderstandings:

Many Drivers mistakenly believe that because Horizon Rides processes payments, we are responsible for withholding taxes or making tax payments on their behalf. This is false. As an independent contractor, you have the same tax obligations as if you were operating any other business. You must report your income and pay your own taxes. We do not withhold taxes from your payments.

Our Tax Reporting: We will provide you with annual statements showing your total gross earnings from trips arranged through Horizon Rides. This is for your convenience in preparing your tax returns. However, these statements show gross income only—you are responsible for calculating your allowable business expense deductions (fuel, maintenance, insurance, vehicle depreciation, etc.) and determining your net taxable income.

Consequences of Non-Compliance: If you fail to properly register, report, or pay taxes:

- You may face penalties, interest, and back taxes from the Inland Revenue Department
- You may face penalties and back contributions from National Insurance

- Your driver's license or vehicle registration may be suspended for tax delinquency
- You may face criminal prosecution for tax evasion in serious cases
- You may be personally liable for significant financial amounts

We strongly recommend consulting with a qualified accountant or tax professional to ensure compliance with all tax obligations.

Tax Indemnification:

You agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS Horizon Rides from any and all claims, assessments, penalties, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to:

- Your failure to register for taxes or National Insurance
- Your failure to file required tax returns or make required tax payments
- Any tax authority assessment against Horizon Rides based on claims that you should have been treated as an employee rather than an independent contractor
- Any tax authority demand that Horizon Rides should have withheld taxes from your payments
- Any dispute regarding your tax status or obligations

If any tax authority makes a claim against us related to your earnings or status, you agree to reimburse us for any amounts we are required to pay plus our reasonable costs and legal fees in defending the claim.

3.7 Ratings, Performance Standards, and Removal

Mutual Rating System: After each trip, Passengers rate Drivers on a 1-5 star scale and may provide written feedback. Your average rating is calculated based on your most recent trips (typically last 100-500 trips depending on your history). Your current average rating is visible to you in the app and visible to Passengers before they accept a ride with you.

Minimum Performance Standards:

To remain in good standing in the Horizon Rides driver network, you must maintain:

- Minimum Average Rating: 4.0 stars out of 5.0
- Acceptance Rate: 70% or higher (of ride requests received while online)
- Cancellation Rate: 10% or lower (of accepted trips)
- Completion Rate: 95% or higher (of accepted trips successfully completed)

Performance Warnings: If you fall below any of these thresholds:

- First occurrence: You receive a warning notice explaining the issue and providing 30 days to improve

- Second occurrence: You receive a final warning with 14 days to improve
- Third occurrence or failure to improve: You may be removed from the driver network

Immediate Removal/Suspension:

We reserve the right to immediately suspend or permanently remove you from the driver network without prior warning for:

Safety Violations: Driving under the influence of alcohol or drugs, reckless or dangerous driving, transporting Passengers while uninsured, operating an unsafe or unroadworthy vehicle, threatening or assaulting Passengers or other road users.

Fraud or Dishonesty: Providing false information in your application or verification documents, manipulating fares or trip details, creating fake accounts or trips, accepting payments outside the platform to avoid fees.

Serious Misconduct: Discrimination against Passengers, sexual harassment or inappropriate behavior toward Passengers, theft of Passenger property, repeated or egregious violations of traffic laws, soliciting Passengers for personal or romantic relationships.

Loss of Qualifications: License suspension or revocation, insurance lapse or cancellation, vehicle becoming unroadworthy, conviction of serious traffic offenses or crimes.

Appeals Process: If you are removed from the network for performance issues (low ratings, low acceptance rate, etc.), you may appeal by emailing appeals@horizonrides.org within fourteen (14) days with an explanation. We will review appeals but our decision is final. Removal for safety violations, fraud, or serious misconduct is typically not appealable.

3.8 Termination of Independent Contractor Relationship

Either you or Horizon Rides may terminate this independent contractor relationship at any time, with or without cause, and with or without prior notice. This is an at-will relationship.

Your Right to Terminate: You may terminate at any time by ceasing to use the platform and sending written notice to admin@horizonrides.org. There are no penalties or fees for termination.

Our Right to Terminate: We may remove you from our network at any time for any reason or no reason. As an independent contractor, you have no right to continued access to our dispatch platform. This is not an employment termination—you are simply a business we choose not to do business with anymore.

Final Payment: Upon termination, we will process your final payment for all completed trips according to our normal payment schedule, minus any outstanding deductions, chargebacks, or

amounts owed to us. If you owe us money (for example, due to chargebacks exceeding your earnings), you remain obligated to pay those amounts.

Return of Property: If we have provided you with any physical items (such as branded signage or equipment), you must return them within fourteen (14) days of termination or be charged the replacement cost.

Survival: Provisions of this Agreement relating to indemnification, limitation of liability, dispute resolution, and payment of amounts owed survive termination and remain in full effect.

4. GENERAL PROVISIONS APPLICABLE TO ALL USERS

4.1 Modification of Terms

We reserve the right to modify these Terms of Service at any time to reflect changes in our business practices, legal requirements, or for any other reason we deem necessary.

Notice of Changes: When we make material changes to these Terms, we will provide at least thirty (30) days advance notice by email to the address on file for your account and by prominent notice in the app. For non-material changes (clarifications, formatting, updates to contact information), we may provide shorter notice or no notice.

Your Options: If you do not agree to the modified Terms, you must stop using our Services before the effective date of the changes. Continued use of our Services after the effective date constitutes your acceptance of the modified Terms. We do not offer grandfathering of old terms for users who disagree with changes.

No Individual Negotiation: These Terms are offered on a take-it-or-leave-it basis. We do not negotiate individual modifications to these Terms. If you require different terms, you should use a different service.

4.2 Dispute Resolution, Arbitration, and Class Action Waiver

READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS AND DETERMINES HOW DISPUTES BETWEEN YOU AND HORIZON RIDES WILL BE RESOLVED.

Informal Resolution Requirement: Before initiating any formal legal proceedings or arbitration, you must first attempt to resolve any dispute informally by contacting us at disputes@horizonrides.org with a detailed description of the issue and your proposed resolution. We will attempt to resolve the matter within thirty days. This informal process is mandatory before proceeding to arbitration or court. Most disputes can be resolved through good faith discussion without the expense and delay of formal proceedings.

Binding Arbitration Agreement: Subject to the exceptions and opt-out right described below, you and Horizon Rides agree that any and all disputes, claims, or controversies arising out of or relating to these Terms, our Services, or our relationship SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION rather than in court. This includes claims that arose before you accepted these Terms and claims that may arise after termination of our relationship. Arbitration uses a neutral arbitrator instead of a judge or jury, and arbitration procedures are typically simpler, faster, and less expensive than court litigation.

Arbitration Procedures: Any arbitration shall be conducted pursuant to the Arbitration Act of Saint Lucia, Chapter five point zero one. The arbitration shall be conducted by a single arbitrator. If possible, the parties shall mutually agree on an arbitrator within thirty days after a party initiates arbitration. If the parties cannot agree on an arbitrator within that timeframe, either party may petition a court of competent jurisdiction to appoint an arbitrator in accordance with the Arbitration Act. The arbitration shall take place in Castries, Saint Lucia, unless both parties agree to a different location or to conduct proceedings remotely via video conference (which may reduce costs for both parties). The arbitration proceedings shall be conducted in English. Each party shall have the right to present evidence, call witnesses, and cross-examine the other party's witnesses. The arbitrator shall apply the substantive law of Saint Lucia to the merits of any dispute or claim, and shall apply the terms of this Agreement including its limitation of liability provisions.

Costs of Arbitration: Each party shall bear its own attorneys' fees and costs of preparing and presenting its case unless the arbitrator awards fees to the prevailing party under applicable law or finds that a party acted in bad faith. The parties shall share equally the fees charged by the arbitrator and any administrative fees charged by the arbitration administrator (if any), unless the arbitrator determines that one party should bear a greater share due to that party's conduct or financial circumstances. If you demonstrate financial hardship, we may agree to advance your share of arbitration costs subject to the arbitrator's final determination of cost allocation.

Arbitrator Authority and Limitations: The arbitrator shall have the authority to grant any remedy or relief that would be available in a court of law, subject to the limitations of liability and other restrictions set forth in these Terms. However, the arbitrator shall not have authority to award punitive or exemplary damages except where authorized by statute, and any such award must comply with constitutional limitations on such damages. The arbitrator shall not have authority to grant relief benefiting anyone other than the parties to the arbitration (consistent with the class action waiver below). The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

What Must Be Arbitrated: The following disputes MUST be arbitrated if not resolved informally: disputes regarding payment, fares, or billing; service quality complaints or dissatisfaction with our Services; account suspension, termination, or deactivation decisions; alleged breaches of these Terms by either party; tort claims including negligence (subject to liability limitations in these Terms); disputes regarding the interpretation, enforceability, or scope of these Terms,

including this arbitration provision itself (except that disputes about the class action waiver's enforceability shall be decided by a court as discussed below); and disputes regarding data privacy or use of personal information.

Exceptions to Arbitration: The following matters are NOT subject to mandatory arbitration and may be brought in court: either party's claims seeking injunctive relief to prevent actual or threatened infringement of intellectual property rights including trademarks, copyrights, or trade secrets; small claims court actions below the jurisdictional threshold (currently XCD five thousand dollars), provided the action remains in small claims court and does not seek class-wide relief; emergency or provisional relief in cases involving imminent harm where waiting for arbitration would cause irreparable injury (though the underlying dispute would still be arbitrated); and claims by Horizon Rides to collect amounts you owe us, which we may pursue through collection proceedings or court as we choose.

Governing Law and Venue for Court Proceedings: For any disputes not subject to arbitration, these Terms shall be governed by and construed in accordance with the laws of Saint Lucia, without regard to conflict of law principles. You agree to the exclusive jurisdiction of the courts located in Castries, Saint Lucia, for any such disputes. This means you consent to have any court case heard in Saint Lucia courts rather than courts where you may reside.

CLASS ACTION AND COLLECTIVE ACTION WAIVER: YOU AND HORIZON RIDES AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, REPRESENTATIVE, OR COLLECTIVE PROCEEDING. This means you cannot bring claims as part of a group with other users, and you cannot participate in class actions brought by others against us. All disputes must be brought on an individual basis only, whether in arbitration or in court. The arbitrator shall not have authority to conduct class-wide arbitration, consolidate multiple parties' claims, or award relief to anyone other than you individually. If a court or arbitrator determines that this class action waiver is unenforceable for any reason, then the entire arbitration provision shall be null and void and any dispute must be brought in court rather than arbitration, but the requirement to bring claims individually (not as a class) remains in effect to the maximum extent enforceable under applicable law.

Severability of Dispute Resolution Provisions: If any portion of this dispute resolution section is found to be unenforceable, the remainder shall remain in full force and effect. If the class action waiver is found unenforceable, the arbitration provision becomes void but other provisions remain enforceable. If the arbitration provision is found unenforceable, disputes shall be resolved in the courts of Saint Lucia under the governing law and venue provisions above, subject to the class action waiver to the extent enforceable.

30-Day Opt-Out Right: YOU HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER WITHIN THIRTY DAYS OF FIRST ACCEPTING THESE TERMS. To opt out, you must send written notice by email to support@horizonrides.org that includes your full name, account email address, phone number, and a clear statement such

as "I opt out of the arbitration agreement" or similar words indicating your intent to opt out. The opt-out notice must be sent within thirty days of the date you first accepted these Terms (typically the date you created your account). If you opt out within this timeframe, neither the arbitration provision nor the class action waiver will apply to you, and you retain the right to bring claims in court and participate in class actions. If you do not opt out within thirty days, you will be bound by the arbitration and class action waiver provisions. The opt-out is permanent and cannot be revoked once the thirty-day period expires.

Why This Provision Exists: We believe that arbitration provides a faster, more cost-effective way to resolve most disputes compared to traditional court litigation, which can take years and cost enormous amounts in legal fees for both parties. The class action waiver ensures that disputes are resolved based on individual circumstances rather than through large group proceedings that may not adequately represent your specific situation. However, we recognize that some users may prefer to retain their right to court proceedings and class actions, which is why we provide the thirty-day opt-out option. This arbitration provision is intended to be fair and balanced, providing benefits to both parties while ensuring that legitimate disputes can be resolved efficiently.

4.3 Limitation of Liability (Applies to All Users)

General Limitation: Subject to the exceptions described below, Horizon Rides' total aggregate liability to any user (whether Passenger or Driver) for any and all claims arising out of or related to these Terms or use of our Services, whether based in contract, tort (including negligence), statute, or any other legal theory, shall not exceed the greater of:

(A) The total amount of fees actually retained by or paid to Horizon Rides in transactions with that user in the twelve (12) months immediately preceding the event giving rise to liability, OR

(B) Two thousand five hundred East Caribbean Dollars (XCD \$2,500)

For Passengers: The relevant fees are the booking fees and service charges included in fares you paid.

For Drivers: The relevant fees are our service commissions (our twenty-five percent share) retained from your earnings.

Exclusion of Certain Damage Types: Horizon Rides shall not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages including but not limited to lost profits, lost revenue, lost data, loss of goodwill, loss of use, business interruption, cost of substitute services, or emotional distress, except where such exclusion is prohibited by law or where damages result from our gross negligence or willful misconduct.

Service Availability Disclaimer: We do not guarantee uninterrupted or error-free operation of our Services. We shall not be liable for temporary unavailability, service interruptions, technical

glitches, or failures due to circumstances beyond our reasonable control including but not limited to force majeure events, third-party service failures, telecommunications outages, cyber attacks, or government actions.

MANDATORY EXCEPTIONS - Where Limitations Do NOT Apply:

These limitations do NOT apply to and do not limit our liability for:

Death or Personal Injury from Our Negligence: If death or personal injury results from our negligence in operating our dispatch services (as distinct from Driver negligence in operating vehicles), these caps do not apply and we may be liable for full damages.

Gross Negligence or Willful Misconduct: Liability for our gross negligence (extreme carelessness showing reckless disregard) or willful misconduct (intentional wrongdoing) is not subject to these limitations.

Fraud: Liability for fraud, fraudulent misrepresentation, or fraudulent inducement is not limited.

Statutory Rights: Any rights or remedies provided by statute that cannot be legally waived or limited remain in full effect.

Data Protection Violations: Liability for violations of data protection laws or our Privacy Policy may be subject to statutory damages or penalties that override these limitations.

Payment Disputes: For errors in payment processing where we charge incorrect amounts or fail to remit payments owed, we will correct the error regardless of damage caps. Limitations apply to consequential damages from such errors, not to correction of the errors themselves.

Indemnification Obligations: Our obligation to indemnify you (if any such obligation exists under these Terms) is not subject to these damage caps where indemnification is owed.

Legally Non-Excludable Liability: Any liability that cannot be lawfully limited or excluded under the laws of Saint Lucia remains in full force.

Explanation of These Limitations: These limitations are intended to be reasonable and proportionate to the nature of our dispatch coordination business and the modest fees we charge. We operate on thin margins and could not economically sustain our business if exposed to unlimited liability for our technology services. However, we do not attempt to avoid responsibility for serious misconduct, death, personal injury from our negligence, or liability that the law requires us to bear. We believe these limitations strike a fair balance between protecting our business viability and ensuring accountability for serious wrongdoing.

These Limitations Are Material Terms: These liability limitations are a material part of the bargain between you and Horizon Rides. If these limitations are found to be unenforceable, we

reserve the right to terminate these Terms and your access to our Services, as we cannot operate our business model without reasonable liability protections.

4.4 Indemnification (Applies to All Users)

You agree to DEFEND, INDEMNIFY, AND HOLD HARMLESS Horizon Rides, its owner, officers, employees, contractors, agents, and representatives (collectively, "Indemnified Parties") from and against any and all claims, demands, actions, suits, proceedings, losses, damages, costs, liabilities, and expenses (including reasonable attorneys' fees, expert fees, and court costs) arising out of or related to:

Your use or misuse of our Services. Your breach of these Terms of Service. Your violation of any law, regulation, or third-party right. Any content or information you submit through our Services. Disputes between you and other users (such as Passengers and Drivers). Any negligent, reckless, or willful misconduct on your part.

For Drivers Specifically: Your indemnification obligations include all claims arising from your provision of transportation services, your operation of your vehicle, accidents or injuries occurring during trips, your failure to maintain required insurance or licenses, any tax-related claims against us arising from your independent contractor status, and discrimination or misconduct claims arising from your conduct.

Indemnification Process: If we receive a claim covered by your indemnification obligation, we will provide you with written notice. You must assume full responsibility for defending the claim at your own expense using attorneys of your choice, subject to our right to participate in the defense with our own counsel at our expense. You may not settle any claim without our prior written consent. If you fail to assume defense of a claim, we may defend it ourselves and recover all costs from you.

Survival: This indemnification obligation survives termination of these Terms and your use of our Services.

4.5 Disclaimers and Warranties

"AS IS" AND "AS AVAILABLE" BASIS: OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

DISCLAIMERS: HORIZON RIDES EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:

IMPLIED WARRANTIES: Any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, or arising from course of dealing or usage of trade.

Service Availability: Any warranty that our Services will be uninterrupted, timely, secure, error-free, or virus-free.

Accuracy: Any warranty that information provided through our Services will be accurate, complete, reliable, current, or correct.

Quality: Any warranty regarding the quality, safety, reliability, or suitability of transportation services provided by Drivers.

Driver Qualifications: Any warranty regarding Driver qualifications, backgrounds, character, fitness, insurance coverage, or vehicle condition beyond our basic verification of documents presented to us.

Results: Any warranty that use of our Services will meet your requirements or produce any particular results.

Third-Party Actions: We specifically disclaim any liability for the acts, errors, omissions, negligence, misconduct, or criminal conduct of Drivers, Passengers, or any other third party. We are not responsible for and do not endorse any Driver's conduct or fitness. Your interactions with Drivers and other users are entirely at your own risk.

Third-Party Services: Our Services integrate with third-party services such as payment processors, mapping services, and telecommunications providers. We disclaim all liability for the performance, reliability, security, or availability of these third-party services. We do not control third-party services and are not responsible for their failures.

No Professional Advice: Nothing in our Services constitutes legal, financial, medical, or professional advice. You should consult appropriate professionals for advice specific to your situation.

Local Laws: You are solely responsible for ensuring that your use of our Services complies with all applicable local laws and regulations in your jurisdiction.

4.6 Assignment and Transfer

Our Right to Assign: We may assign, transfer, or delegate this Agreement and all associated user accounts and data to any third party, including to a subsidiary, affiliate, successor entity, or acquirer of our business, without your consent and without prior notice. For example, if we incorporate as a Limited Company or are acquired by another company, this Agreement automatically transfers. Such assignment relieves us of all obligations under this Agreement.

Your Restrictions: You may not assign, transfer, or delegate your rights or obligations under this Agreement without our prior written consent. Any attempted assignment without consent is void. Your account is personal to you and may not be shared, sold, or transferred to another person.

4.7 Entire Agreement and Severability

Entire Agreement: These Terms of Service, together with our Privacy Policy (incorporated by reference), constitute the entire and exclusive agreement between you and Horizon Rides regarding our Services and supersede all prior or contemporaneous agreements, representations, warranties, and understandings, whether written, oral, or implied, relating to the subject matter hereof. There are no representations, warranties, or agreements outside of these written Terms.

Severability: If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction or arbitrator, such provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving its intent, or if such modification is not possible, the provision shall be severed and deleted from these Terms. The remaining provisions shall remain in full force and effect and shall be construed to give effect to the parties' intent as closely as possible.

No Waiver: Our failure to enforce any provision of these Terms, or our delay in doing so, does not constitute a waiver of that provision or our right to enforce it in the future. Any waiver must be in writing and signed by an authorized representative of Horizon Rides. Waiver of one breach does not waive future breaches.

4.8 Contact Information and Legal Notices

All legal notices, correspondence, and inquiries should be directed to:

Legal Notices and Disputes:

Email: admin@horizonrides.org

Customer Support:

Email: support@horizonrides.org

Hours: Monday-Sunday, 7:00 AM - 10:00 PM AST

Driver Support:

Email: support@horizonrides.org

Billing and Payment Issues:

Email: support@horizonrides.org

Privacy and Data Protection:

Email: admin@horizonrides.org

Emergency Safety Line:

Phone: 1-758-518-1097

(For use during active trips only in case of immediate safety concerns)

Legal notices sent by email are effective upon sending. Legal notices sent by mail are effective three (3) days after posting.

SUMMARY OF KEY TERMS

While you must read these entire Terms carefully, here are the critical points you need to understand:

For All Users:

This is NOT a traditional licensed taxi service. Drivers are private individuals using personal vehicles without commercial licenses or commercial insurance. You assume significant personal risk by using Horizon Rides. We are a booking coordinator only and disclaim liability for what happens during transportation. Disputes are resolved through binding arbitration unless you opt out within thirty days. We limit our liability to recent fees paid or XCD five hundred dollars, whichever is greater. These Terms can be modified at any time with thirty days notice.

For Passengers:

Drivers may not be professionally licensed and may lack adequate insurance coverage. You release Horizon Rides from all liability for injuries, accidents, or losses during trips. You pay for any damage or cleaning fees you cause. Fares are non-refundable except in rare circumstances. You must report claims within thirty days and bring legal action within one year.

For Drivers:

You are an independent contractor, not our employee, and have no employee rights or benefits. You are solely responsible for all taxes, insurance, licenses, and business expenses. Your personal vehicle insurance is the only coverage for incidents during trips—if your insurer denies coverage, you are personally liable. You must verify your insurance covers commercial passenger transport. We retain twenty-five percent of each fare as our service fee. You must maintain quality standards including minimum ratings. Either party can terminate the relationship at any time without cause. You indemnify us against all claims arising from your provision of services.

BY CLICKING "I ACCEPT" OR BY USING HORIZON RIDES SERVICES, YOU
ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS IN THEIR ENTIRETY,
UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY ALL PROVISIONS.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE HORIZON RIDES.

Horizon Rides Terms of Service

Version 2.0

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