NAVIARIDE TECH LIMITED

Legally Binding Agreement · Version 2.2

Terms of Service

Last Updated: May 21, 2026 Effective: May 21, 2026 Jurisdiction: Federal Republic of Nigeria

1. Agreement to Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you ("User", "you", "your") and **NaviaRide Tech Limited** ("Company", "we", "us", "our") concerning your access to and use of the NaviaRide platform, including our mobile application, website, and any other media form related thereto (collectively, the "Platform").

By accessing or using the Platform, you agree that you have read, understood, and agreed to be bound by all of these Terms of Service. If you do not agree with all of these Terms, you are expressly prohibited from using the Platform and you must discontinue use immediately.

> **IMPORTANT LEGAL NOTICE:** THESE TERMS CONTAIN AN ARBITRATION PROVISION AND A CLASS ACTION WAIVER THAT AFFECT YOUR RIGHTS. PLEASE READ THEM CAREFULLY.

2. Nature of the Service

NaviaRide provides a digital marketplace that connects independent vehicle owners ("Drivers") with individuals seeking a cost-sharing transportation solution ("Passengers") along similar routes.

NaviaRide acts strictly as a technology facilitator and does not provide transportation services directly. We are not a taxi service, a limousine service, or a transportation carrier. We do not own, operate, or maintain any vehicles used on the Platform.

> **DISCLAIMER:** Drivers are independent third-party providers. They are not employees, agents, or representatives of NaviaRide. We are not responsible for the conduct, actions, or omissions of any User, whether online or offline.

3. User Registration & Eligibility

To access certain features of the Platform, you must register for an account. You agree to:

- **Age Requirement:** You must be at least 18 years of age to create an account or use the Platform.
- **Accurate Information:** Provide true, accurate, current, and complete information during the registration process and keep it updated.
- **Account Security:** You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.
- **One Account:** Each user is permitted only one active account on the Platform.
- **KYC Compliance:** Drivers are required to complete identity verification (NIN, face liveness check, and driver's licence submission) before being permitted to accept rides.

4. Prohibited Activities

You may not access or use the Platform for any purpose other than that for which we make the Platform available. Prohibited activity includes, but is not limited to:

SYSTEM ABUSE

- Circumventing security features
- Reverse engineering the software
- Deploying automated scrapers or bots
- Injecting malicious code or viruses

BEHAVIOURAL MISCONDUCT

- Harassing or threatening other users
- Providing false identity information
- Using the platform for illegal trade
- Discriminating based on race or gender

COMMERCIAL MISUSE

- Operating as a commercial taxi (yellow cab)
- Soliciting users for other businesses
- Reselling platform data
- Arranging "off-platform" payments

CONTENT VIOLATIONS

- Posting obscene or hateful content
- Infringing on intellectual property
- Spamming or mass-messaging
- Phishing for other users' data

5. Payments, Fees & Taxes

NaviaRide uses **Paystack** for all financial transactions. By using the Platform, you agree to Paystack's terms and conditions.

Service Fees

We charge a service fee (commission) for facilitating the connection. This fee is automatically deducted from the fare paid by the Passenger and is non-refundable.

Cancellation & Refunds

Cancellation fees may apply if a trip is cancelled after a certain grace period. Refunds are only issued in cases of technical failure or verified safety incidents at our sole discretion.

Tax Obligations (FIRS)

Users are responsible for their own tax liabilities. We comply with **FIRS** regulations and may report earnings and transactional data to the authorities as required by law.

6. Intellectual Property Rights

Unless otherwise indicated, the Platform is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Platform (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us.

You are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Platform strictly in accordance with these Terms. You may not copy, reproduce, aggregate, republish, upload, post, publicly display, encode, translate, transmit, distribute, sell, license, or otherwise exploit for any commercial purpose whatsoever, without our express prior written permission.

7. INDEMNIFICATION (EXTREMELY IMPORTANT)

You agree to defend, indemnify, and hold harmless **NaviaRide Tech Limited**, its subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

- **User Misconduct:** Any accident, injury, or loss of life resulting from your use of the Platform or your interactions with other Users.
- **Criminal Liability:** Any criminal act, assault, theft, or harassment committed by you during or in connection with a ride.
- **Regulatory Breach:** Your violation of any Nigerian law, including road safety regulations or financial crime laws.
- **Inaccurate Data:** Any reliance by us or third parties on false or misleading verification data provided by you.
- **IP Infringement:** Your use of the Platform in a way that infringes upon the intellectual property rights of NaviaRide or any third party.

8. Limitation of Liability

THE PLATFORM IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS.

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE PLATFORM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Our aggregate liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to us during the six (6) month period prior to any cause of action arising.

9. Term & Termination

These Terms of Service shall remain in full force and effect while you use the Platform. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF SERVICE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE PLATFORM TO ANY PERSON FOR ANY REASON.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

10. Governing Law & Dispute Resolution

These Terms and your use of the Platform are governed by and construed in accordance with the laws of the **Federal Republic of Nigeria**.

Informal Negotiations

To expedite resolution and control the cost of any dispute, the parties agree to first attempt to negotiate any Dispute informally for at least thirty (30) days before initiating arbitration.

Binding Arbitration

Any dispute arising out of or in connection with this contract shall be referred to and finally resolved by arbitration under the rules of the Lagos Court of International Arbitration (LCIA) or the Abuja Multi-Door Court House (AMDC).

Restrictions

The parties agree that any arbitration shall be limited to the Dispute between the parties individually. To the full extent permitted by law, no arbitration shall be joined with any other proceeding.

11. Miscellaneous Clauses

Force Majeure

We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control, including acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, or strikes.

Severability

If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

Entire Agreement

These Terms of Service and any policies or operating rules posted by us on the Platform constitute the entire agreement and understanding between you and us.

12. Final Legal Inquiries

For all legal enquiries regarding these Terms of Service, please use the contact details below.

Registered Office

NaviaRide Tech Limited
Kuje, Abuja, Nigeria

Legal Department

legal@naviaride.space

Corporate Hotline

+234 904 324 9861