

Terms of service

Last revised: 20 January, 2025

Please read these Terms of Service carefully. They contain important information that affects your rights, remedies, and obligations. They include an agreement to arbitrate (unless you opt out). These Terms also include a prohibition of class and representative actions and non-individualized relief for all matters in either court or arbitration, various limitations and exclusions, a clause that governs the jurisdiction, venue, and governing law of disputes, except where prohibited, and obligations to comply with applicable laws and regulations.

- [Introduction](#)
- [Eligibility, registration, verification](#)
- [Fees, taxes](#)
- [Your commitments](#)
- [Content](#)
- [Prohibited activities](#)
- [Other legal matters](#)
- [Specific terms for guests](#)
- [Specific terms for hosts](#)
- [Dispute resolution](#)
- [General provisions](#)

Introduction

Karlink Ltd ("KarLink", "we", or "us"), provides an online car sharing platform that connects vehicle owners/businesses (vehicle providers) with individual (hirers) seeking to hire those vehicles. Karlink is accessible online via; <https://mykarlink.com>. The Karlink websites, blogs, and associated services are collectively referred to as "the Services". By accessing or using the Services, including by communicating with us or other KarLink users, you agree to comply with, and be legally bound by, the provisions of these Terms of Service (these "Terms"), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Services and constitute a binding legal agreement between you and KarLink.

These Terms, together with the [cancellation policy](#), privacy [policy](#), guidelines, applicable insurance terms and certificates, roadside assistance terms, and the [additional policies](#) (together, the "Policies") constitute the "Agreement" between you and KarLink (each a "Party" and together, "the Parties"). In addition, Karlink provides a Car Hiring Agreement that summarizes the terms of each reservation, accessible in the Services for any booked or previous trips and you may use it as proof of a reservation.

Modification. KarLink reserves the right, at our sole discretion, to modify the Services or to modify the Agreement, including these Terms, at any time. If we modify these Terms, we will post the modification on the Services. We will also update the "Last Revised" date. If you continue to access or use the Services after we have posted a modification or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified terms. If the modified terms are not

acceptable to you, your sole recourse is to stop using and accessing the Services and close your KarLink account within 7 days

Eligibility, registration, verification

Eligibility

The Services are intended solely for parties who meet our [eligibility requirements](#). Any use of the Services by anyone that does not meet these eligibility requirements is expressly prohibited. Listing or hiring of vehicles on Karlink is only reserved for individuals 21 years of age and above.

Registration

Vehicle Provider: To list your vehicle and access Services such as fleet management, you must sign up for a 'Karlink Vehicle Provider Account'. We will require you to provide us your first and last name, email address, physical address, mobile phone number, and creating a password.

Karlink will require you to provide details about the vehicle such as Full Comprehensive insurance with at least 3 months validity at time of registration, valid vehicle tax and fitness certification, pick up address.

Vehicle Hirer: You may access certain services without an account, however we recommend you have a Karlink Hirer account to access full services. To register an account, you will be required to provide first and last name, email address, mobile phone number, and creating a password.

You must provide accurate, current, and complete information during the registration, booking, and/or listing process. You must keep your Karlink Account up to date at all times. Based on information you provide as hirer, the 'Vehicle Provider' may impose additional requirements for you to book their vehicle trip (e.g., providing a security deposit, providing additional personal identification details such as proof of address, national ID, or other requirements).

Verification

Where permitted, Karlink has the right, but not the obligation, to undertake screenings, checks, and engage in processes designed to:

(1) help verify the identities or check the backgrounds of users, including driving history and driver's license validity and

(2) verify vehicle details. KarLink **DOES NOT** endorse any vehicle, user, or a user's background, or commit to undertake any specific screening process. Karlink may in its sole discretion use third-party services to verify the information you provide to us and to obtain additional related information and corrections where applicable, and you hereby authorize Karlink to request, receive, use, and store such information. Karlink may permit or refuse your request to book or list a vehicle in its sole and absolute discretion. Karlink may, but does not commit to, undertake efforts to ensure the safety of vehicles shared through the Services. We do not make any representations about, confirm, or endorse the safety, roadworthiness, or legal status of any vehicles shared via the Services. Rather, Vehicle providers have sole responsibility to ensure their vehicles are in safe and operable condition, legally registered to be driven on public roads, have a clean title (e.g., non-salvaged/non-branded/non-washed/non-written

off), not subject to any applicable safety recalls, and otherwise satisfy our [vehicle eligibility requirements](#).

Vehicle providers also hire out their vehicles at their own discretion and indemnify Karlink for damages that may result from a hire through our Services.

Vehicle hirers also have the sole responsibility that they accept to hire a vehicle at their own discretion for safety reasons.

Fees, taxes

Fees

Hirer: The fees we charge for using the Services and other cost structures will be itemized at checkout for Hirers. By confirming and paying the booking and service charges you agree to paying a deposit if applicable to the vehicle provider.

Vehicle providers: Karlink charges a service fee to the Vehicle provider. Payments from hirers are held by Karlink and remitted to the service provider within 48 hrs of start of the hire. Vehicle providers can view earnings on the Vehicle Provider Hub and learn more about earnings and fleet management.

Service fees applicable to Vehicle providers:

Description	Charge	Modal
Registration & Fleet management fees	\$10	Per vehicle per annum
Booking administration	\$3	Per transaction
Service charge	\$1	Per booked day

Security deposits: are an agreement between the Vehicle Provider and Hirer and KarLink will not be involved in this transaction.

Taxes

In certain jurisdictions, Karlink may enable the collection and remittance of certain taxes from or on behalf of Hirers or Vehicle Providers based on existing and future tax regulations, including marketplace facilitator or car sharing regulations. The amount of taxes, if any, collected and remitted by Karlink will be visible to, and separately stated, to both hirers and Vehicle Providers on their respective hire related documents and invoices. Where Karlink is facilitating the collection and remittance of taxes, Vehicle providers are not permitted to collect the same taxes on the Services in relation to their vehicle rental in that jurisdiction. Karlink may be obligated to report unadjusted gross sales of Vehicle Providers (what we call "gross earnings"), defined as transactions without adjustments for credits, service fees, reimbursements, or any other amounts.

Your commitments

You agree that you will always use your Karlink Account and the Services in compliance with these Terms, applicable law, and any other policies and standards provided to you by Karlink.

Account Activity. You are, and will be solely responsible for, all activity that occurs through your KarLink Account. Keep your KarLink Account information, including your password, secure. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your KarLink Account, whether you have authorized such activities or actions. You will immediately notify KarLink of any actual or suspected unauthorized use of your KarLink Account. We are not responsible for your failure to comply with this clause, or for any delay in shutting down or protecting your KarLink Account unless you have reported unauthorized access to us.

Content

KarLink **Content and User Content License.** Subject to your compliance with the provisions of these Terms, KarLink grants you a limited, revocable, non-exclusive, non-transferable license, to access and view any KarLink and/or user content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by KarLink or its licensors, except for the licenses and rights expressly granted in these Terms.

User Content. We may, in our sole discretion, permit you to post, upload, publish, submit or transmit content through the Services such as photographs of you and your vehicle(s), reviews, feedback, and descriptions of you, your vehicle, or hire. By making available any content on or through the Services, or through KarLink promotional campaigns, you grant KarLink a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such content on, through, by means of, or to promote or market the Services. Except as described above with respect to KarLink photography provided to vehicle providers, KarLink does not claim any ownership rights in any such content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such content.

Copyright Protection. We respond to notices of alleged copyright infringement and terminate KarLink Accounts of repeat infringers. If you think a user is violating your copyright(s) and want to notify us, you can submitting notices to support@mykarlink.com

Google terms. Some areas of the Services implement Google Maps/Places mapping services, including Google Places API. In addition, to fight spam and abuse of the Services, KarLink has implemented reCAPTCHA Enterprise, a Google service. By using the Services, you are bound by [Google's Terms of Service](#).

Prohibited activities

In connection with your use of or access to the Services, you agree that you will not, nor advocate, encourage, request, or assist any third party to:

Violate any law, including:

- Breach, violate, and/or circumvent any local, state, provincial/territorial, regional, or national law or other law or regulation, or any order of a court, including, without limitation, airport regulations and tax regulations, licensing or registration requirements, or third-party rights
- Post false, inaccurate, misleading, defamatory, or libelous content
- Infringe, reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from content that belongs to or is licensed to KarLink, or that comes from the Services and belongs to another KarLink user or to a third party, including works covered by any copyrights, trademark, patent, or other intellectual property, privacy, publicity, moral, or contractual rights, except with prior express written permission of KarLink

Dilute, tarnish, or otherwise harm the KarLink brand in any way, including:

- Through unauthorized use of the Services and/or user content
- Registering and/or using " KarLink " or derivative terms in domain names, trade names, trademarks, or otherwise
- Registering and/or using domain names, trade names, trademarks, social media account names, or other means of identification that closely imitate or are confusingly similar to KarLink domains, trademarks, taglines, promotional campaigns, or KarLink and/or user content

Provide or submit any false or misleading information, including:

- False name, date of birth, driver's license details, payment method, insurance, or other personal information
- In relation to a claim (for example about damage to a vehicle)
- By registering for a KarLink Account on behalf of an individual other than yourself or the company you represent
- Impersonating any person or entity, or falsifying or otherwise misrepresenting yourself or your affiliation with any person or entity

Fail to honor your commitments, including:

- Fail to pay fees, penalties, or other amounts owed to KarLink or another party
- Fail, as either a hirer or vehicle provider, to timely deliver, make available, or return any vehicle and optional Extras, unless you have a valid reason
- Use the Services to find a vehicle provider or hirer, and then complete a transaction partially or wholly independent of the Services, for any reason including but not limited to circumventing the obligation to pay any fees related to the provision of the Services by KarLink (aka, gray market transactions, which do not necessarily require the exchange of money)
- Transfer your KarLink Account and/or user ID to another party without our consent
- Leave a vehicle unlocked or running with the keys inside, except where instructed to do so directly by vehicle provider in certain limited circumstances

Harm or threaten to harm users of our community, including:

- Harass, stalk, or defame any other KarLink user or collect or store any personally identifiable information about any other user other than for purposes of transacting as a host or guest in accordance with these Terms
- Engage in physically or verbally abusive or threatening conduct

- Use the Services to transmit, distribute, post, or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information, payment method details, or account numbers
- Treat anyone differently based on the way they look, who they love, what they believe, how they self-identify, where they are from, or when they were born. Discrimination of any kind is not tolerated in the KarLink community
- Sue or assert legal claims against KarLink or a KarLink user in any manner prohibited or waived by these Terms

Use the Services for your own unrelated purposes, including to:

- Contact another KarLink user for any purpose other than in relation to a booking, vehicle, listing, or the use of the Services by such user
- Commercialize any content found on the Services or software associated with the Services, including reviews
- Harvest or otherwise collect information about users without their and our consent, including but not limited to conducting background checks
- Recruit or otherwise solicit any user to join third-party services or websites that are competitive to KarLink, without our prior written approval

Interfere with the operation of the Services, including by:

- Interfering with any other user's listings
- Using the Services in connection with the distribution or posting of unsolicited commercial messages (e.g., spam)
- Distributing viruses or any other technologies such as cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or e-mail address information, or similar methods or technology that may disrupt or interfere with the operation or provision of the Services, or harm KarLink or the interests or property of others
- Bypassing robot exclusion headers, interfering with the working of the Services, or imposing an unreasonable or disproportionately large load on our infrastructure
- Systematically retrieving data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, directory, or the like, whether by manual methods, or through the use of bots, crawlers, spiders, or otherwise
- Using, displaying, mirroring, or framing the Services or any individual element within the Services, the KarLink name, any KarLink trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page in the Services, without the express written consent of KarLink
- Accessing, tampering with, or using non-public areas of the Services, our computer systems, or the technical delivery systems of our service providers
- Attempting to probe, scan, or test the vulnerability of any of our system or network or breach any security or authentication measures
- Avoiding, bypassing, removing, deactivating, impairing, descrambling, or otherwise circumventing any technological measure implemented by KarLink or any of our service providers or any other third party (including another user) to protect the Services
- Forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way using the Services to send altered, deceptive, or false source-identifying information

- Attempting to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services
- Endeavoring to circumvent a suspension, termination, or closure of your KarLink Account or the account of another KarLink user, including, but not limited to, creating a new KarLink Account or listing vehicles affiliated with or registered to a KarLink Account holder that has been suspended, terminated, or closed

Other legal matters

Violations. KarLink has the right, but NOT the obligation, to investigate, pursue, and seek to prosecute, litigate, or refer to law enforcement, violations of the Agreement to the fullest extent permissible by the law.

KarLink reserves the right, at any time and without prior notice, in accordance with applicable law, to remove or disable access to any content that KarLink, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms, or otherwise harmful to the Services or our community. If we believe you are abusing KarLink, our users, or any other person in any way or violating the letter or spirit of any of these Terms, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your KarLink Account and access to the Services, remove hosted content, deny a damage claim, remove or demote your listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using the Services. Additionally, we reserve the right to refuse or terminate access to the Services to anyone for any reason at our discretion to the full extent permitted under applicable law.

Policy enforcement. When an issue arises, we may consider the user's performance history and the specific circumstances in applying our Policies. We may choose to be more lenient with policy enforcement in an effort to do the right thing, subject to our sole and absolute discretion.

Communications with you. You agree that KarLink may contact you by electronic means (e.g., electronic mail; notifications via KarLink messaging; app notification) in lieu of any requirement for mailed notices. To contact you more efficiently, you agree that we may at times also contact you via calls or text messages at your phone number(s). We will not place such calls for marketing purposes. Rather, we may only place such calls or texts to confirm your signup, provide notices regarding your KarLink Account or Account activity, investigate or prevent fraud, collect a debt owed to us or recover unpaid invoices, or communicate urgent messages. We may share your phone number(s) with service providers with whom we contract to assist us in pursuing these interests. We will not share your phone number(s) with third parties for their own purposes without your consent. Standard telephone minute and text and data charges may apply. Where KarLink is required to obtain your consent for such communications, you may choose to revoke your consent. You agree that KarLink may contact you on any day, at any time of day, and in relation with the above purposes.

You authorize KarLink and our service providers, without further notice, to monitor or record telephone conversations or web chat interactions you have, or anyone acting on your behalf has, with KarLink or its agents for quality control, training, or other purposes. You understand and agree that your communications with KarLink may be overheard, monitored, or recorded. If you do not wish to have your call recorded, please contact us instead in writing. If you do not wish to have your chat activity recorded or monitored, please do not use the chat function on the Services.

Non-disparagement. The Parties agree that they will not take any action that will harm the reputation of the other Party, or which would reasonably be expected to lead to unwanted or unfavorable publicity to either of the other Party.

Insurance and protection plans. KarLink is not an insurance company and does not insure hirers or vehicle providers. Hirers and vehicle providers are advised to find protection plans and insurance services independently. KarLink will only approve Vehicle listings where the vehicle has valid Full Comprehensive insurance, and KarLink has the right but no obligation to verify this.

It is the responsibility of the vehicle provider to fully insure and protect their vehicle in the event of damage or loss. KarLink advises vehicle providers to request a security from the hirer that can be used to cover costs in the event of damage or loss.

Specific terms for hirers

The following sections also apply if you book a vehicle using the Services:

Hirer commitments

As a hirer, you commit that you will be a legally licensed driver and provide proof to the vehicle provider or via the Services of a current, valid driver's license. You will treat the vehicle and any applicable Extras well and will take all reasonable measures to return the vehicle and any applicable Extras on time and in essentially the same condition as received. You will not allow anyone other than a person listed in the rental details as an Approved Driver to drive the vehicle you booked.

Hirer financial responsibility for physical damage to the vehicle

The hirer that booked the vehicle ("primary hirer") is financially responsible for all physical damage to or theft of a booked vehicle that occurs during a rental, plus any additional costs and fees resulting from damage of any kind to the vehicle, regardless of who is found to be at fault. This responsibility applies whether the primary hiree has their own auto insurance or not.

Primary hirers may be insured against damage to the booked vehicle under their own automobile policies. When you book a vehicle on KarLink, you agree that if any damage occurs to the booked vehicle during the booked trip, you will work with KarLink to make a claim for coverage under any policy of insurance that applies to the loss.

The primary hirer can limit the amount they are obligated to pay out of their own pocket in the event there is damage to the booked vehicle during the booked trip by choosing a protection plan on the Services. The limitation on the amount a primary hirer may have to pay out of pocket included in any protection plan only applies (1) if the primary hirer and any Approved Driver abide by these Terms and (2) to physical damage that is not mechanical or interior damage. reservation that has not started.

Use of the vehicle

When you book a vehicle on the Services, you must use the vehicle only for your personal or professional use and not for any commercial purposes (e.g. those that require a commercial driver's license) unless you have express written permission from the vehicle provider. You may not access a vehicle until the trip start time and you must return the vehicle on time and to the correct location. You

must present the vehicle provider with a current, valid driver's license. You must exercise reasonable care in your use of the vehicle. You are always required to operate the vehicle safely, and in compliance with all applicable laws, including without limitation, speed limits and prohibitions on impaired or distracted driving. In the event KarLink has any concern about your use of a vehicle, KarLink or the vehicle provider may terminate your rental in its discretion at any time and require the return of the vehicle, including recovering the vehicle. You are required to wear seat belts during the operation of the vehicle and to require that all of your passengers wear seat belts. You are also required to meet any laws or regulations concerning child safety seats and other protections for children. You must not leave the car unlocked or with the keys unsecure (such as in the ignition). You must not engage in any prohibited uses with any vehicle you book through the Services. The prohibited uses list is not meant to be exhaustive. If you have any concerns about your planned use, please contact KarLink support. If you misuse a vehicle, you will be fully financially responsible for any related claims, loss, or damage, and your protection plan may be voided. **Hirers also acknowledge that using a vehicle in a prohibited manner or otherwise breaching the Agreement may lower available liability coverage to legal minimum limits, or nullify coverage, and may furthermore nullify any comprehensive or collision protection and/or protection plan where allowed by applicable law.**

Telematics notice and release. Vehicle providers are advised to have vehicle trackers or an on-board devices that may monitor the state of the vehicle from moment to moment, during a rental. The non-personal information collected by the features or on-board device may include, for example, a vehicle's condition; damage and accident records; performance, operation, and diagnostic data; and information on mileage, acceleration, velocity, fuel consumption, fuel level, tire pressure, odometer, location and direction, and other vehicle information ("Vehicle Data"). Use of the features or on-board device is subject to the terms and conditions posted by the vehicle manufacturer or technology provider, which may include system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms, privacy practices, descriptions of use and sharing of information, and user responsibilities. Unless prohibited by law, you authorize the use or disclosure of or access to the Vehicle Data and you shall inform any Approved Driver and passengers of the terms of this section. You release the vehicle provider and agree to indemnify, defend and hold harmless vehicle provider, operator of the features or on-board devices, wireless carrier(s) and other suppliers of components or services and their respective employees, officers, directors and agents from any damage (including incidental and/or consequential damages) to persons (including without limitation you, an Approved Driver, and passengers) or property caused by failure of the features or on-board device to operate properly or otherwise arising from the use of the feature or on-board device by you, an Approved Driver, or passengers.

Condition of the vehicle and optional Extras

You understand that third parties own the vehicles and Extras offered through the Services. Each vehicle provider is responsible for complying with all legal requirements (including ensuring the vehicle is registered and insured) and maintaining their vehicle(s) in safe and roadworthy condition. Please complete a visual inspection before you begin your use of the vehicle. If you find damage in your initial inspection, you should upload photos of such pre-existing damage at the start of your rental to ensure you are not held responsible for pre-existing damage. If you find damage on your initial inspection and fail to report it, KarLink, third-party administrators, or insurance partners, may assume that the damage occurred during your rental period. If, after your initial inspection, you believe that the vehicle

is not safe to drive, please do not use the vehicle; instead, please contact the KarLink team immediately.

No responsibility for hired vehicles or personal belongings

You acknowledge that KarLink is not responsible and shall not be liable for the safety, roadworthiness, or legal status (e.g., whether the vehicle is legally registered or the subject of a stolen vehicle report) of any vehicles shared via the Services. Rather, vehicle providers have sole responsibility to ensure their vehicles are in safe and operable condition, legally registered to be driven on public roads, not subject to a missing or stolen vehicle report, have a clean title (e.g., non-salvaged/non-branded/non-washed/non-written off), not subject to any applicable safety recalls, and otherwise satisfy our [vehicle eligibility requirements](#). You also acknowledge and agree that neither KarLink nor vehicle providers are responsible for lost or stolen property left in any vehicle or taken or damaged during a trip.

Incident reporting

You must immediately report any damage to the vehicle you are using to KarLink or the vehicle provider. If there has been a collision, you must also make a report to the police. You will need to use all reasonable efforts to secure evidence from any available witnesses and to provide KarLink or third-party claims administrators with a written description of the incident and any other information requested, including identity and insurance information of any parties involved in the incident. You are also required to cooperate in any loss investigation conducted by KarLink, third party claims administrators, or insurers. After an incident involving anything more than minor vehicle damage (e.g., small dent or scratch), you may not continue to use the vehicle unless you have the explicit permission of the vehicle provider. Failure to timely report an incident or cooperate in an investigation may reduce or invalidate any protection plan received via the Services.

Vehicle theft

The following conduct may result in the reporting of the vehicle you have booked as stolen to law enforcement, possibly subjecting you and any other driver to arrest, and civil and/or criminal penalties, and the voiding of your protection plan:

- If you fail to return the vehicle you booked at the time and place agreed upon with the vehicle provider and/or designated in your reservation
- If you do not return the vehicle by the end of the rental period and you have not properly obtained an extension of the rental through the Services.
- If the vehicle is returned to any place other than the return location on the rental agreement. Any damage to, or loss or theft of, a vehicle occurring prior to the vehicle provider inspecting the vehicle upon return at the end of the rental is the hirer's responsibility
- If you misrepresent facts to the vehicle provider pertaining to booking, use, or operation of vehicle
- If the vehicle's interior components, and the mandatory safety equipment, are stolen or damaged, or the vehicle itself is stolen or damaged when the vehicle is left unlocked or running or unattended with the keys not secured during rental period
- If you fail or refuse to communicate in good faith with the vehicle provider, police, KarLink, or other authorities with a full report of any accident or vandalism involving the vehicle or otherwise fail to cooperate in the investigation of any accident or vandalism

- If the vehicle is operated by anyone who has given a fictitious name, false address, or a false or invalid driver's license, whose driver's license becomes invalid during the reservation period, who has obtained the keys without permission of the vehicle provider, or who misrepresents or withholds facts to/from the vehicle provider or KarLink material to the booking, use, or operation of vehicle

The primary hirer who books the reservation is responsible for any private investigation costs KarLink deems necessary to recover a vehicle that is not returned. In addition, a \$500 case administration fee will be imposed on the primary host if KarLink and/or the vehicle provider has to report a vehicle as stolen to law enforcement due to it not being returned.

Repossession. A hired agent of the vehicle provider or themselves may repossess any vehicle booked through the Services without demand, at the hirer's expense, if the vehicle is not returned by the end of the rental period, is found illegally parked, apparently abandoned, or used in violation of applicable law or these Terms.

Missing Vehicles. If a vehicle you have booked through the Services goes missing and/or is stolen during the rental period (or extension period), you must immediately return the original ignition key to the host, file a police report immediately after discovering the vehicle is missing or stolen, but in no event more than 12 hours after discovering it has gone missing, and cooperate fully with the vehicle provider, law enforcement, KarLink, and other authorities in all matters related to the investigation.

Specific terms for vehicle providers

The following sections also apply if you share your vehicle through the Services:

Vehicle Provider commitments

As a vehicle provider, you commit that you will provide a safe and legally registered and insured vehicle, with current license plates, with a clean (non-salvage/branded/written off) title, and in good mechanical condition. You will provide such vehicle on time to a hirer who has booked through KarLink Services as an Approved Driver for the rental. Other than what is required for you to verify a hirer driver's license, you will not collect any information or documentation from your guest at check-in, including hirer personal auto insurance. You agree not to use any hirer information made available to you by using the Services to collect additional personal data about hirers including but not limited to conducting background checks. You commit that your listings will be complete and accurate and you will honor all representations made in your listings, including honoring the price quoted to a hirer. In the event of a vehicle swap, you will not require a guest to accept a higher priced vehicle or force an unwanted vehicle upgrade. You will not cancel a booking for the purpose of seeking a higher price from a hirer. You will not offer any vehicle or optional Extra that you do not yourself own or have authority to share or that may not be shared for compensation pursuant to the terms and conditions of any agreement with a third party, including, but not limited to, a lease or financing agreement. If your vehicle is subject to a lease, loan, or other financing agreement, you must confirm sharing your vehicle on KarLink does not violate the terms of the contract with the lienholder. You will not offer any Extra that is not safe, clean, and acceptable for the use it is intended. You will not offer any vehicle that is the subject of a missing or stolen vehicle report. You will not offer any vehicle that is the subject of a safety recall without first properly addressing the matter subject to the recall. You will not offer a vehicle that is not roadworthy

(i.e., not “street legal”) in the location where it is shared, and it will not have any illegal modifications to any part of the vehicle. You will remove any firearms or other weapons from your vehicle prior to providing it to a guest.

Vehicle information given at listing; listing conditions

When you sign up for KarLink, you will identify passenger vehicle(s) that you want to list for sharing through the Services. Each vehicle must meet the requirements found [here](#). You may only use the Services in connection with vehicles that you own or otherwise have all the necessary rights and permissions to share for compensation. If the vehicle you list on the Services is enabled with a device or OEM technology capable of determining location of the vehicle, collecting telematics data, disabling technology, or image capturing you agree to comply with the requirements for tracking and technology devices and applicable law.

The following criteria are used for ‘relevance’ ranking of search results: a hirer’s search parameters; vehicle location, details, price, delivery conditions, and relevance to a hirer’s search; your ratings and commitment rate;

Listing only on the Services

You cannot list any vehicles you intend to share on the Services on any other car sharing marketplace. Failure to abide by this condition may result in fines, penalties, denial of physical damage claims, removal of the vehicle from the Services, account closure, or other action, in KarLink’s sole discretion.

Vehicle availability

Once a vehicle is booked, you must make the vehicle available or deliver the vehicle as expected by the hirer. If you offer the hirer the option to pick up your vehicle at a persistent specified location, you must supply the location of the vehicle accurately to KarLink and ensure that the vehicle is available at that location at the beginning of the reservation period. Before you provide the hirer your vehicle, it is your sole responsibility ensure the driver’s license matches the name on the reservation and that the person picking up the vehicle appears to match the photograph on a facially valid driver’s license. You have the right to request further details such as proof of address or request a security deposit.

Pricing, earnings, and payments

You will have the ability to set and revise the vehicle’s pricing as you choose. KarLink will pay you the amount collected from hirer that book your vehicle, less the applicable fees payable to KarLink.

Payment Processing.

KarLink will endeavour to process all payments to the vehicle provider withing 48 hrs of start or rental period. KarLink receives payments via a 3rd party paygate and is not responsible for any delays in the remittance of funds to the vehicle provider.

Maintenance

You are required to regularly check your vehicle for any defects in its operations or safety. You promise that, at all times, your vehicle will be in safe and roadworthy condition, in good mechanical condition, and in full compliance with all applicable inspection and registration requirements, including any

required safety inspections. You will only list vehicles with a clean, non-salvaged, non-written off, non-washed, and non-branded title. You agree to respond to any applicable recall or similar safety notices and to complete any recommended action before allowing your vehicle to be booked. In addition, if KarLink believes that your vehicle does not conform to reasonable standards, KarLink may notify you and reserves the right to remove or decline listing your vehicle until its concerns have been resolved. KarLink may, but does not commit to, undertake efforts to ensure the safety of vehicles booked through the Services.

Obligations of vehicle providers. You are responsible for your own acts or failures to act. To the maximum extent possible under applicable law. You are responsible for complying with laws, rules, and regulations that apply to car rental services. These may require you to obtain a permit or license before providing services. In no cases, are vehicle providers employees or agents of KarLink. You represent and warrant that you and those who work with you have all necessary permits, licenses, and/or insurance required.

Vehicle damage

If you believe that a hirer has caused any damage to your vehicle, you are required to report that damage to KarLink as soon as you become aware of it (and in any event, no more than 24 hours after the scheduled end of the rental) and to provide reasonable cooperation in the investigation of the damage so that it can be eligible for coverage by the deposit. If you had taken a deposit from the hirer, you need to agree with the hirer to cover any costs of damage from the deposit.

KarLink only creates a platform that allows you to manage your fleet and check in and check out of vehicle where any damages are to be recorded and on dispatching the hirer agrees to the conditions of the vehicle. If the condition at the end of the rental is different and there is reasonable belief damage was caused by the hirer, the vehicle provider is entitled to use the deposit to cover damage costs. The agreement between the vehicle provider and the hirer serves as evidence, if the matter cannot be amicably resolved between the parties and there is need to escalate the issue for investigation and/or civil court settlement.

Exclusions to physical damage reimbursement and coverage.

Remove all personal property before making your vehicle available for rental

- Normal wear and tear to your vehicle should not be chargeable damage

If you violate the Agreement, these Terms, or any of our Policies or if you submit inaccurate information about your vehicle when listing it on the Services (for example, falsely represent the make, model, or year of the vehicle), KarLink will not act as a party to support your claims

Other Vehicle provider-specific insurance matters. You will maintain valid and up to date registration information and proof of insurance in any vehicle you share on the Services. You must maintain your own auto insurance policy for any vehicle you list on the Services and such policy must meet any minimum insurance levels required by law. You may need additional insurance coverage, including physical damage coverage, if you share a vehicle subject to a lease or loan. You agree to provide KarLink with information regarding your auto insurance policy as may be requested and to keep such information up to date.

Missing vehicles

If your vehicle goes missing, is not returned, and/or is stolen during the rental period (or extension period), you, as the vehicle provider, must immediately contact a KarLink and the police, and any other authorities in all related to the investigation of the theft. If you are instructed by KarLink to file a police report, you must do so within 24 hours of receiving those instructions.

Dispute resolution for vehicle providers and hirers

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS THE PARTIES HAVE AGAINST EACH OTHER ARE RESOLVED

Resolution of disputes. If a dispute arises between the Parties, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. We strongly encourage you to first contact us. We will consider reasonable requests to resolve the dispute through more informal means. If we are unable to resolve the dispute in such manner, the Parties will be advised to resolve any claim or controversy at law or equity that arises out of the Agreement or the Services in accordance with the "arbitration option" described below or as the Parties otherwise agree in writing.

Arbitration Option. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$1,000, the Party requesting relief may seek to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. In the event that a Party elects for arbitration and the other Party agrees to such arbitration, such arbitration shall be initiated through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the Parties. The ADR provider and the Parties must comply with the following rules: (1) the arbitration shall be conducted by phone, videoconference, and/or be solely based on written submissions, the specific manner shall be chosen by the Party initiating the arbitration, (2) the arbitration shall not involve any personal appearance by the Parties or witnesses unless otherwise mutually agreed by the Parties, and (3) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Governing law and forum for disputes. The laws of the land and region in which dispute is lodged and the applicable laws of the land shall govern these Terms and the Agreement without regard to conflict of law provisions and any dispute or claim you have against KarLink in all respects. All parties agree that any claim or dispute you may have against KarLink must be resolved by a court located in Zimbabwe. You agree to submit to the personal jurisdiction of the courts located within Zimbabwe for the purpose of litigating all such claims or disputes against KarLink.

Google terms. Some areas of the Services implement Google Maps/Places mapping services, including Google Places API. In addition, to fight spam and abuse of the Services, KarLink has implemented reCAPTCHA Enterprise, a Google service. By using the Services, you are bound by [Google's Terms of Service](#).

General provisions

Termination

You may discontinue your use of the Services at any time and KarLink may terminate your access to the Services and remove any listings for any reason or no reason to the extent permissible under applicable law. Termination of access to the Services will not release a Party from any obligations it incurred prior to the termination and KarLink may retain and continue to use any information, including but not limited to photography, previously provided by you. Termination of the Agreement will not have any effect on the disclaimers, waiver or liability limitations, or legal disputes provisions under the Agreement and/or any fees due, and all of those terms will survive any termination of the Agreement.

No vehicle transfer or assignment

Except as otherwise provided herein, vehicle providers and hirers agree that nothing in these Terms constitutes an actual or purported transfer or assignment of any right or interest in a vehicle or optional Extras shared through the Services.

Disclaimers

KARLINK PROVIDES SERVICES THAT ENABLE THE SHARING OF VEHICLES AND OPTIONAL EXTRAS BETWEEN VEHICLE PROVIDERS AND HIRERS. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, KARLINK DOES NOT ITSELF PROVIDE VEHICLE SHARING, RENTAL SERVICES, AND/OR INSURANCE SERVICES AND IS NOT RESPONSIBLE FOR ANY OF THE ACTS OR OMISSIONS OF ANY OF THE USERS OF ITS SERVICES, THE MANUFACTURER OF THE VEHICLE OR ANY OPTIONAL EXTRAS, OR ANY THIRD PARTY PROVIDER OF SERVICES (E.G. IN-VEHICLE GPS OR OTHER SYSTEMS). **THE SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT LIMITING THE FOREGOING, KARLINK EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.** KarLink makes no warranty that the Services, including, but not limited to, the listing and/or any vehicle or optional Extra, will meet your requirements or be available on an uninterrupted, secure, or error-free basis. KarLink makes no warranty regarding the quality of any listings, vehicles, providers, hirers, Extras, the Services, or any content or the accuracy, timeliness, truthfulness, completeness, or reliability of any content obtained through the Services. No advice or information, whether oral or written, obtained from KarLink, or its service providers or through the Services or content, will create any warranty not expressly made herein.

Limitation of liability and waiver

EXCEPT WHERE PROHIBITED BY LAW, YOU WAIVE AND DISCHARGE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST KARLINK AND ANY OF ITS SUBSIDIARIES, DIRECTORS, OFFICERS, AGENTS (INCLUDING THIRD-PARTY ADMINISTRATORS, INSURANCE PRODUCERS, AND INSURANCE PROVIDERS), OR EMPLOYEES (TOGETHER, THE "KARLINK PARTIES") AND ANY KARLINK USER FOR ANY DAMAGES OR LOSSES, WHETHER DUE TO NEGLIGENCE OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE FOLLOWING: (1) VEHICLE AVAILABILITY (E.G., A VEHICLE NOT BEING AVAILABLE OR RETURNED WHEN IT WAS SUPPOSED TO BE), (2) PROBLEMS WITH A VEHICLE (E.G., ANY MALFUNCTION OF OR DEFICIENCY WITH A VEHICLE), (3) VEHICLE WARRANTY ISSUES (E.G., ANY BREACH OF WARRANTY OR OTHER OBLIGATION BY ANY MANUFACTURER OR OTHER THIRD PARTY ASSOCIATED WITH THE VEHICLE), (4) THE LEGAL OR LICENSE STATUS OF A VEHICLE, VEHICLE PROVIDER, OR HIRER,

(5) THIRD PARTY ASSESSMENTS OF A VEHICLE'S VALUE, OR (6) ANY ACTION OR INACTION OF A PROVIDER OR HIRER.

YOU AGREE THAT NEITHER KARLINK NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, DATA, OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR CONNECTION WITH THE FOLLOWING: (1) THE AGREEMENT, (2) THE SERVICES (INCLUDING LISTING OR BOOKING OF ANY VEHICLE OR OPTIONAL EXTRA VIA THE SERVICES), OR (3) INABILITY TO USE THE SERVICES.

EXCEPT WHERE PROHIBITED BY LAW, YOU ALSO WAIVE AND DISCHARGE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST KARLINK FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES.

THE ABOVE LIMITATIONS OF LIABILITY AND WAIVER PROVISIONS ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN KARLINK AND YOU. THEY SHALL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ANY ASPECTS OF THEM THAT ARE DEEMED VOID OR UNENFORCEABLE SHALL BE SEVERED WHILE LEAVING THE REMAINDER IN EFFECT.

Indemnification

You agree to release, defend, indemnify, and hold KarLink and its subsidiaries, officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (1) your access to or use of the Services, (2) your violation of these Terms, (3) your user content, (4) your interaction with any other user of the Services, or (5) your booking of a vehicle or creation of a listing for a vehicle. Such indemnification includes but is not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) arising in connection with or as a result of a booking, sharing, or use of a vehicle or optional Extra. This indemnification provision is a fundamental element of the basis of the bargain between KarLink and you. It shall apply to the extent permitted by applicable law, and any aspects of it that are deemed unenforceable shall be severed while leaving the remainder in effect.

Liquidated damages

You acknowledge that the actual damages likely to result from your breaches of the Agreement by any of the following are difficult to estimate accurately and would be difficult for KarLink to prove with certainty: (1) engaging in gray market transactions, as defined in these Terms, (2) using the KarLink domains, trademarks, or taglines without KarLink's express consent, including without limitation registering website domains or social media handles, or bidding on online advertising key words, (3) suing or asserting legal claims against the KarLink Parties or a KarLink user in any manner prohibited or waived herein, (4) as a host, sharing your vehicle via the Services with expired registration stickers or without current registration paperwork in the vehicle, (5) as a host, offering any vehicle that is the subject of a missing or stolen vehicle report, (6) as a host, offering any vehicle or releasing a vehicle to a guest that is not roadworthy or is otherwise in an unsafe condition, (7) as a host, cancel or modify a trip to manipulate the price or potential earnings for a vehicle, or (8) creating or using a KarLink account

that has the effect of circumventing KarLink's suspension, termination, or closure of another KarLink account. **You will pay KarLink \$2,500 per breach in Liquidated Damages to compensate KarLink for any such conduct.** This amount is not intended as a punishment for any such breach, but rather as a reasonable estimate where actual damages are difficult to estimate accurately and/or prove with certainty. This liquidated damages provision is a fundamental element of the basis of the bargain between KarLink and you. It shall apply to the extent permitted by applicable law, and any aspects of it that are deemed unenforceable shall be severed while leaving the remainder in effect.

Not a rental car company; no vehicle leasing

KarLink is not a rental car company. It does not own a fleet of vehicles and is not in the business of renting vehicles to the public. KarLink also is not providing short- or long-term vehicle leases. KarLink provides an online platform where vehicle owners and those in need of a vehicle can meet and share vehicles amongst themselves subject to these Terms.

Rounding off; currency

KarLink may, in its sole discretion, round up or down amounts that are payable from or to vehicle providers or hirers to the nearest whole functional base unit in which the currency is denominated (e.g. to the nearest dollar, euro, pound, or other supported currency) unless explicitly prohibited under applicable law. The currency displayed on the Services is based on the search location, vehicle location, and/or vehicle provider location.

Contact us

KarLink can be contacted in Zimbabwe. If you have any questions for us concerning the Agreement, or KarLink generally, please contact us at support@mykarklink.com.

Severability and non-waiver

In the event any provision of these Terms is held to be void, voidable, or unenforceable, the remaining provisions shall remain in full force and effect. The failure of any Party to enforce any provision of these Terms shall not be construed to be a waiver of such provision, or any other provision, nor in any way to affect the validity of these Terms or any part of these Terms, or any right of any Party to enforce that provision or each and every other provision at any time. No waiver of any breach of these Terms shall constitute or be deemed a waiver of any other breach.

General

KarLink does not appoint you or any other user as its employee, mandatory, legal agent, or form any kind of legal partnership or joint venture. You are not authorized to make any commitments on behalf of KarLink and KarLink will not make commitments on your behalf, except as contemplated by the Services or expressly stated in these Terms.

The Agreement, including these Terms, states the entire understanding between you and KarLink concerning your access to and use of the Services and supersedes any earlier verbal or written communications between us. With the exception of appointing a custodian to manage your vehicles on your behalf, you may not delegate your legal obligations or transfer any of your rights, in whole or in part, to any third party without advance written consent of KarLink. You will remain responsible for

your obligations hereunder in any event. A KarLink director or officer must agree to any modification or waiver of any term of the Agreement in writing. Headings are for reference purposes only and do not limit the scope or extent of such section.