



CarKin Car Share Solutions Inc.

Terms & Conditions

CarKin Terms of Service

PLEASE READ THESE TERMS CAREFULLY. THEY AFFECT YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS, INCLUDING A PROHIBITION ON CLASS AND REPRESENTATIVE ACTIONS, LIMITATIONS ON LIABILITY, JURISDICTION AND GOVERNING LAW PROVISIONS, AND OBLIGATIONS TO COMPLY WITH ALL APPLICABLE LAWS.

1. Introduction

CarKin Car Share Solutions Inc. ("CarKin", "we", or "us") operates an online marketplace that connects vehicle owners with individuals seeking to rent those vehicles. The CarKin platform is accessible at CarKin.ca. The CarKin websites, blog, apps, and related services are collectively referred to as the "Services".

By accessing or using the Services — including communicating with CarKin or other users — you agree to be bound by these Terms of Service ("Terms"), whether or not you are a registered user. These Terms, together with CarKin's Cancellation Policy, Non-Discrimination Policy, applicable insurance terms, and all other policies referenced herein (collectively, the "Agreement"), form a binding legal agreement between you and CarKin.

CarKin acts solely as an intermediary between vehicle owners who list their vehicles ("hosts") and individuals who book those vehicles ("renters"). CarKin also provides a Car Sharing Agreement summarizing the terms of each booking, accessible within the Services for all current and past trips.

Modifications

CarKin reserves the right to modify the Services or this Agreement at any time, at its sole discretion. Changes will be posted on the Services along with an updated "Last Revised" date. Continued use of the Services following any modification constitutes your acceptance of the revised Terms. If you do not agree to the modified Terms, your only recourse is to close your CarKin Account within 30 days. During that 30-day window, the prior version of the Terms will apply unless you use the Services, in which case the new version takes effect.

2. Eligibility, Registration, and Verification

Eligibility

The Services are available only to renters who meet CarKin's eligibility requirements in the jurisdiction where the vehicle is booked, and who are 25 years of age or older. Use of the Services by anyone who does not meet these requirements is strictly prohibited.

Registration

To access certain features, you must create a CarKin Account by providing your name, email address, phone number, and a password. Additional information is required when booking as a renter or listing a vehicle as a host. You must ensure all information provided is accurate, current, and complete, and you are responsible for keeping your account details up to date. CarKin may impose additional requirements based on information you provide, including requesting supplementary documentation or payment authorization.

Verification

In order to provide services and abide by requirements of third-party service providers, such as insurance providers, CarKin may conduct identity verification, background checks, and driving history checks on users, and may verify vehicle details. CarKin does not endorse any user or vehicle, and does not guarantee the accuracy of any screening results. CarKin may use third-party services for verification purposes, and you authorize CarKin to request, receive, use, and store information obtained through these services. CarKin may approve or decline any booking or listing request at its absolute discretion.

Hosts bear sole responsibility for ensuring their vehicles are safe, legally registered, insured, free of outstanding recalls, and compliant with all vehicle eligibility requirements.

Consumer Report Authorization

When you attempt to book or list a vehicle, you authorize CarKin to conduct a background check (including a criminal background, credit report and/or auto insurance score where permitted by applicable law and deemed necessary by CarKin or its insurance partners due to the reasonable determination of any elevated risks associated with your account).

3. Fees and Taxes

Fees

All applicable fees are itemized at checkout before you submit a booking request. By providing a payment method, you authorize CarKin and its third-party payment processors to store your payment credentials for future use and to charge amounts owed. In some cases, payment networks may automatically update stored credentials when your card is replaced.

If a refund cannot be issued to your original payment method, CarKin reserves the right to issue travel credit instead. Promotional codes are subject to the terms applicable at the time of issuance.

Collection of Fees

CarKin and its service providers will use all lawful means to collect outstanding amounts, including referral to collection agencies or legal counsel. Overdue accounts or chargebacks may be reported to credit bureaus and may attract additional collection fees and charges.

Taxes

Where required by law, CarKin may collect and remit applicable taxes on behalf of renters or hosts. Tax amounts, if any, will be disclosed separately on trip-related documents. Hosts may not independently collect the same taxes in jurisdictions where CarKin is already collecting and remitting on their behalf. Under Canadian digital platform reporting rules, CarKin is required to annually report hosts' unadjusted gross earnings to the Canada Revenue Agency. You consent to electronic delivery of any tax documentation CarKin is required to provide.

4. Your Commitments

You agree to use your CarKin Account and the Services at all times in compliance with these Terms, applicable law, and all CarKin policies.

Account Responsibility

You are solely responsible for all activity occurring through your CarKin Account. You must keep your login credentials secure and must not share your password with any third party. You must notify CarKin immediately of any actual or suspected unauthorized use of your account. CarKin is not liable for losses arising from your failure to secure your account.

5. Content

CarKin Content License

Subject to your compliance with these Terms, CarKin grants you a limited, revocable, non-exclusive, non-transferable licence to access and view CarKin and user content solely for your personal, non-commercial use. No other rights are granted by implication or otherwise.

User Content

By posting, uploading, or submitting content through the Services (such as photos, reviews, or vehicle descriptions), you grant CarKin a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence (with the right to sublicense) to use, copy, adapt, modify, distribute, publicly display, transmit, and otherwise exploit that content in connection with the Services, including for promotional purposes.

Copyright

CarKin responds to notices of alleged copyright infringement and may terminate the accounts of repeat infringers in accordance with the Canadian Copyright Act.

Third-Party Mapping Services

Certain areas of the Services use Google Maps and Google Places. CarKin also uses reCAPTCHA Enterprise, a Google service. Use of the Services is subject to Google's Terms of Service.

6. Prohibited Activities

You agree that you will not, and will not encourage or assist others to, engage in any of the following activities in connection with your use of the Services:

Legal Violations

- Breach any applicable local, provincial, federal, or international law or regulation, court order, or third-party rights
- Post false, inaccurate, misleading, defamatory, or libellous content
- Infringe or misappropriate any intellectual property, privacy, publicity, moral, or contractual rights

Harm to the CarKin Brand

- Make unauthorized use of CarKin's trademarks, brand elements, or content
- Register domain names, trade names, or social media handles that incorporate or closely imitate CarKin's brand identifiers

False or Misleading Information

- Provide false personal information, including name, date of birth, driver's licence details, payment methods, or insurance
- Submit false or misleading information in connection with any claim
- Register an account on behalf of another individual without authorization
- Impersonate any person or misrepresent your identity or affiliation

Failure to Honour Commitments

- Fail to pay fees, penalties, or other amounts owed to CarKin or another user
- Fail to deliver, make available, or return any vehicle or equipment without valid reason
- Circumvent CarKin's platform by completing transactions outside the Services ("gray market transactions")
- Transfer your account or user ID to another party
- Leave a vehicle unlocked or running with keys inside, unless explicitly instructed by CarKin or the host in specific permitted circumstances

Harm to Community Members

- Harass, stalk, or defame any CarKin user, or collect personal information about other users beyond what is necessary for a transaction
- Engage in physically or verbally abusive or threatening conduct
- Share another user's personal contact information, payment details, or account numbers without authorization
- Discriminate against any user based on protected characteristics
- Bring legal claims against CarKin or other users in a manner prohibited by these Terms

Unauthorized Commercial Use

- Commercialize content from the Services without authorization
- Harvest user information without consent
- Recruit or solicit CarKin users

Interference with the Services

- Interfere with other users' listings
- Distribute unsolicited commercial messages (spam)
- Introduce malware, viruses, denial-of-service attacks, or similar disruptive technologies
- Scrape or systematically extract data from the Services
- Frame, mirror, or display the Services or CarKin branding without written consent
- Access non-public areas of CarKin's systems
- Attempt to probe, scan, or breach CarKin's security or network infrastructure

- Circumvent technological protections implemented by CarKin
- Attempt to decipher, decompile, or reverse engineer any CarKin software
- Create a new account to evade an existing suspension, termination, or closure

7. Other Legal Matters

Enforcement

CarKin reserves the right, but not the obligation, to investigate and pursue violations of this Agreement, including referral to law enforcement. CarKin may, at its sole discretion and without notice, remove content, suspend or terminate accounts, reduce or eliminate discounts, delist vehicles, and take any other legal or technical action to address abuse of the Services.

Policy Enforcement

CarKin may consider a user's history and the circumstances of each situation when applying its Policies. CarKin may exercise leniency at its sole discretion.

Communications

You consent to receive communications from CarKin electronically, including by email, in-app notification, and automated or pre-recorded calls or text messages. These communications are limited to confirming your registration, providing account notices, fraud prevention, debt collection, and urgent messages. CarKin will not use these channels for marketing. You may revoke consent to such communications where required by law. CarKin and its service providers may monitor or record telephone and chat interactions for quality control and training purposes.

Insurance and Protection Plans

CarKin is not an insurance company and does not itself insure hosts or renters. Host earnings plans and renter protection plans are separate products made available through the Services. Eligibility for benefits requires compliance with these Terms.

8. Specific Terms for Renters

Renter Commitments

As a renter, you commit to: holding a valid driver's licence and providing proof of it; treating the vehicle with reasonable care; returning the vehicle on time and in substantially the same condition as received; and ensuring that only approved drivers listed in the booking operate the vehicle.

Financial Responsibility for Vehicle Damage

The renter who books a trip is financially responsible for all physical damage to or theft of the booked vehicle during the trip, plus any related costs and fees, regardless of fault. This responsibility applies whether or not the renter carries personal automobile insurance.

If damage occurs, you agree to cooperate with CarKin to make a claim under any applicable insurance policy. A renter may reduce their out-of-pocket exposure by selecting a protection plan at the time of booking. Protection plan limits apply only when the renter complies with these Terms and only to physical damage that is not mechanical or interior damage.

Auto Liability Insurance

Hosts cannot offer you liability insurance. All trips originating in Canada include coverage under a third-party automobile liability insurance policy. Terms and exclusions apply.

If you have your own personal auto insurance, it will be primary over CarKin's coverage, depending on applicable law and the location of the booking or incident. For professional use, CarKin's coverage is excess to any other applicable policy.

Use of the Vehicle

You must use the booked vehicle only for personal purposes and not for any commercial activity requiring a commercial driver's licence. You may not access the vehicle before the trip start time and must return it on time to the agreed location. You must always operate the vehicle safely and in compliance with all laws, including speed limits and prohibitions on impaired or distracted driving. CarKin may terminate a trip at any time and require the return of the vehicle if it has concerns about your use. You must ensure all occupants wear seat belts and comply with all child safety seat requirements. Prohibited use of a vehicle may reduce or void applicable liability coverage and any protection plan, to the extent permitted by law.

Telematics Notice

Vehicles booked on CarKin may include on-board devices or manufacturer-installed technology that collect vehicle data during a trip, including location, speed, fuel consumption, acceleration, and diagnostics. You authorize the use and disclosure of this data and must inform any approved driver and passengers of this provision. Use of such technology is subject to the terms of the vehicle manufacturer or technology provider. You release the host and any operators of such technology from liability for any failure of these devices.

Vehicle Condition

Vehicles are owned and maintained by hosts. Each host is responsible for ensuring their vehicle is legally compliant and in safe, roadworthy condition. You must conduct a visual inspection before beginning your trip and upload photos of any pre-existing damage at the start of your reservation. Failure to document pre-existing damage may result in you being held responsible for it. If you believe the vehicle is unsafe, do not use it and contact CarKin immediately.

No Responsibility for Shared Vehicles or Personal Belongings

CarKin is not responsible for the safety, roadworthiness, or legal status of any vehicle shared through the Services. Hosts are solely responsible for ensuring their vehicles meet all applicable requirements. Neither CarKin nor hosts are responsible for personal property left in, taken from, or damaged during a trip.

Incident Reporting

You must immediately report any vehicle damage to both CarKin and the host. If a collision results in significant damage (exceeding approximately \$2,000), you must also file a police report. You must make reasonable efforts to gather witness information and cooperate fully with CarKin, third-party claims administrators, and insurers. Failure to report an incident promptly or cooperate in an investigation may reduce or invalidate your protection plan.

Vehicle Theft

The following conduct may result in the vehicle being reported as stolen, potential criminal or civil liability, and the voiding of your protection plan:

- Failing to return the vehicle by the end of the reservation period without obtaining a valid extension

- Returning the vehicle to a location other than the agreed return point
- Misrepresenting facts to the host in connection with the booking, use, or operation of the vehicle
- Leaving the vehicle unlocked, running, or unattended with keys unsecured
- Failing to cooperate with the host, CarKin, or authorities following an accident or vandalism
- Operating the vehicle using a fictitious name, false address, or false driver's licence

The renter is responsible for any private investigation costs CarKin incurs to recover an unreturned vehicle. A \$500 case administration fee will be imposed if CarKin or the host is required to file a stolen vehicle report due to non-return.

Repossession

CarKin, its agents, or the host may repossess any booked vehicle without prior demand, at the renter's expense, if it is not returned by the end of the reservation, is found illegally parked or apparently abandoned, or is being used in violation of applicable law or these Terms.

Missing Vehicles

If a vehicle goes missing or is stolen during a trip, you must immediately return the original ignition key to the host, file a police report within 12 hours of discovering the vehicle is missing, and cooperate fully with all parties involved in the investigation.

9. Specific Terms for Hosts

Host Commitments

As a host, you commit to providing a safe, legally registered, insured, roadworthy vehicle with a clean (non-salvage/branded/written off) title, confirmed by a valid annual safety inspection. You will only release the vehicle to the person listed as the renter and approved driver on the booking. You will not collect any information from renters beyond what is necessary to verify their driver's licence, and you will not use renter information for any other purpose, including conducting background checks. Your listings must be accurate and complete, and you must honour all representations made in them.

You will not offer any vehicle that is subject to a missing or stolen report, an outstanding safety recall, or that is not roadworthy. You will remove all firearms and weapons from your vehicle before any rental. If your vehicle is subject to a lease, loan, or financing agreement, you must verify that listing on CarKin does not violate those terms.

Vehicle Listing Requirements

Each listed vehicle must meet CarKin's vehicle eligibility requirements. You may only list vehicles you own or have the necessary rights and authority to share for compensation. If your vehicle includes technology capable of tracking location, collecting telematics data, or capturing images, you must comply with CarKin's vehicle tracking and technology requirements and all applicable laws.

Vehicle Availability

Once a trip is booked, you must make the vehicle available as agreed. If you offer a fixed pickup location, you must accurately disclose that location to CarKin and ensure the vehicle is available there at the start of the reservation. If you offer remote access, you must be available and responsive to communications from the renter during check-in.

Pricing, Earnings, and Payments

You may set and adjust your vehicle's pricing at your discretion, within pricing parameters (minimums and maximums) set by CarKin. CarKin will remit to you the amounts collected from renters less applicable fees. CarKin reserves the right to offset amounts you owe against your earnings, debit your bank account, or charge a payment method on file.

Payment Processing

Payment processing services are provided by ValPay and Stripe and are subject to their terms and conditions. You authorize CarKin to obtain all necessary access to your account to facilitate vehicle sharing. You must keep your information current with both CarKin its payment provider(s) as they are independent entities. CarKin reserves the right to change its payment processor at any time.

Maintenance

You must regularly inspect your vehicle and ensure it is at all times in safe and roadworthy condition, properly registered, and in full compliance with all applicable inspection requirements, including required annual safety inspections. You must respond promptly to any safety recall notices. CarKin may remove or delist your vehicle if it does not meet reasonable maintenance standards, and may void your protection plan if a maintenance issue causes a damage claim.

Reporting Vehicle Damage

You must report any damage believed to have been caused by a renter within 24 hours of the scheduled trip end. You must cooperate in any damage investigation. CarKin or its third-party administrators will determine whether damage is eligible for coverage. If you fail to give prompt notice or cooperate in the investigation, CarKin may decline to provide coverage or reimbursement. Supplemental claims for additional damage discovered during repairs must be submitted through CarKin.

Auto Liability Insurance and Physical Damage Protection

For trips originating in Canada, renters operating the host vehicle are covered under a \$2,000,000 third-party automobile liability insurance policy as well as coverage for loss or damage to insured vehicles for all perils, through Aviva Canada.

Host earnings plans provide protection for physical damage to your vehicle during a trip, subject to the terms, limitations, and exclusions of the applicable plan. If CarKin determines that your vehicle is a total loss, you will be required to either transfer title to CarKin or accept a reduction in the actual cash value equal to the salvage value. CarKin or its third-party administrators will determine actual cash value in compliance with applicable law.

Exclusions from Physical Damage Coverage

Host earnings plans do not cover: optional extras or personal property in the vehicle, nor do they cover normal wear and tear. If you violate this Agreement or provide inaccurate information about your vehicle, your earnings plan will be voided, even if the underlying violation is unrelated to the damage at issue.

Other Insurance Matters

You must maintain valid registration and proof of insurance in your vehicle at all times. You must hold your own automobile insurance policy meeting minimum legal requirements. Vehicles subject to a lease or loan may require additional insurance. You must provide CarKin with insurance information upon request.

Missing Vehicles

If your vehicle goes missing, is not returned, or is reported stolen during a trip, you must immediately contact CarKin and follow all instructions provided, including filing a police report within 24 hours if instructed to do so. You must cooperate fully with CarKin, police, and any relevant authorities.

Host Indemnification

If you selected an earnings plan and a claim arises from the use of your vehicle by a renter, CarKin or its insurers will, subject to your compliance with these Terms, defend and indemnify you against that claim as required by applicable law. You must promptly notify CarKin of any such claim, allow CarKin full control over the defence, and provide reasonable cooperation. If CarKin reimburses you for a loss and you subsequently receive payment from a third party for the same loss, you must reimburse CarKin in the amount received from that third party, up to the amount CarKin paid you.

10. Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY — IT MATERIALLY AFFECTS YOUR LEGAL RIGHTS AND HOW DISPUTES ARE RESOLVED.

Resolution Process

CarKin encourages users to contact it in the first instance to attempt informal resolution of any dispute. If informal resolution is not possible, users may pursue their claims as described below.

Arbitration Option for Claims Under \$15,000 CAD

For any dispute where the total amount sought is less than \$15,000 CAD, the parties may agree to resolve the matter through binding, non-appearance-based arbitration conducted by a mutually agreed upon alternative dispute resolution provider. Arbitration may be conducted by phone, videoconference, or written submissions. Any award may be entered in any court of competent jurisdiction.

Governing Law and Jurisdiction

These Terms are governed by the laws of the Province of Saskatchewan and the applicable federal laws of Canada, without regard to conflict of law principles. Any disputes not resolved through arbitration must be brought in the courts of Saskatchewan, and you consent to the personal jurisdiction of those courts.

11. General Provisions

Termination

You may stop using the Services at any time. CarKin may terminate your access and remove your listings at any time, to the extent permitted by applicable law. Termination does not affect any obligations incurred prior to termination, and CarKin may retain and continue to use content you previously submitted. Disclaimer, waiver, limitation of liability, and dispute resolution provisions survive termination.

No Vehicle Transfer or Assignment

Nothing in these Terms constitutes or implies an actual or purported transfer or assignment of any right or interest in a vehicle shared through the Services.

Disclaimers

CarKin provides a marketplace that facilitates vehicle sharing between hosts and renters. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, CARKIN DOES NOT PROVIDE VEHICLE SHARING, RENTAL,

OR INSURANCE SERVICES AND IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY USERS, VEHICLE MANUFACTURERS, OR THIRD-PARTY SERVICE PROVIDERS. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Limitation of Liability

SUBJECT TO APPLICABLE LAW, CARKIN'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE SERVICES IS LIMITED TO THE GREATER OF: (1) AMOUNTS PAID OR OWED BY YOU FOR BOOKINGS IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY (IF YOU ARE A RENTER); OR (2) AMOUNTS EARNED BY YOU IN THE 12 MONTHS PRIOR TO THAT EVENT (IF YOU ARE A HOST). CARKIN IS NOT LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, DATA, GOODWILL, SERVICE INTERRUPTION, OR SYSTEM FAILURE, HOWEVER ARISING.

Indemnification

You agree to indemnify and hold harmless CarKin and its subsidiaries, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including legal fees) arising from: your use of or access to the Services; your violation of these Terms; your user content; your interactions with other users; or your booking or listing of a vehicle.

Liquidated Damages

You acknowledge that the actual losses arising from certain breaches of this Agreement are difficult to quantify, and you agree to pay CarKin \$5,000 per breach as liquidated damages (not as a penalty) for the following conduct: engaging in gray market transactions; using CarKin's trademarks without consent; bringing claims against CarKin or its users in a manner prohibited herein; listing a vehicle with expired registration; listing or releasing a vehicle subject to a stolen or missing report; releasing an unsafe or non-roadworthy vehicle; manipulating trip pricing or earnings; or creating an account to circumvent a suspension, termination, or closure.

Not a Rental Car Company

CarKin is not a rental car company and does not own or operate a vehicle fleet. CarKin provides a platform enabling vehicle owners and renters to connect and transact directly.

Currency and Rounding

Amounts may be rounded to the nearest whole unit in the applicable currency at CarKin's discretion, unless prohibited by law.

Translations

Where CarKin provides a translation of these Terms or any Policy, the English version prevails in the event of any conflict.

Severability and Non-Waiver

If any provision of these Terms is held unenforceable, the remaining provisions remain in full force and effect. CarKin's failure to enforce any provision at any time does not constitute a waiver of that or any other provision.

Entire Agreement

This Agreement, including these Terms, represents the complete understanding between you and CarKin regarding your use of the Services and supersedes all prior written or verbal agreements. CarKin may only waive or modify the Agreement in writing, signed by a director or officer.

Contact

CarKin can be reached at: info@carkin.ca or by mail in Canada at 315 Laycock Lane, Saskatoon, SK S7T 0K2 or in the USA at 304 S. Jones Blvd #468 Las Vegas, NV 89107

CarKin Cancellation Policy

Renter Cancellations

Renters who wish to cancel a booking are encouraged to notify their host via CarKin messaging as soon as possible. Cancellations take effect immediately. Whether a full refund, partial refund, or no refund is issued depends on the timing of the cancellation relative to the trip start time, any minimum notice period specified in the listing, and the trip length. All cancellation deadlines are based on the vehicle's local time zone.

Full Refund

Renters receive a full refund if they cancel during the free cancellation period, or if the cancellation results from cleanliness or safety concerns about the vehicle, or from a mutual agreement between host and renter supported by documentation. Renters who book within 24 hours of the scheduled start have a one-hour window from booking to cancel for free. Trip modifications do not reset the free cancellation clock, which remains tied to the original booking time.

Partial Refund

Renters who cancel after the free cancellation period has passed will receive a partial refund. For trips longer than two days, the refund is the trip price and booking fee less the average cost of one day. For trips of two days or shorter, the refund is the trip price and booking fee less half of one day's average cost.

No Refund

No credits or refunds are issued for early returns unless a formal trip modification request was approved. No refunds apply to non-refundable trips cancelled after the 24-hour grace period, or in cases of renter no-shows (defined as failure to appear within two hours of the scheduled start time, failure to produce a valid licence, or sending an unauthorized substitute driver).

Trips Cancelled by Hosts, Host No-Shows, and CarKin Cancellations

If a host cancels a trip or fails to appear within 30 minutes of the scheduled start time, CarKin will issue the renter a full refund. In cases where CarKin itself cancels a trip due to safety or other concerns; a full refund will also be issued to the renter.

Trips Affected by Travel Delays or Cancellations

If a renter's flight or train is delayed, cancelled, or if a renter experiences a lost baggage delay, they must message the host via CarKin messaging and request a trip modification for a revised start time. If the host cannot accommodate the change and the trip must be cancelled, CarKin will issue a full refund, provided the renter has messaged the host before the original trip start and submitted the required documentation within 24 hours of the scheduled start time. This policy does not apply if the travel disruption occurred **more than three days before the trip start**.

Host Cancellations

Hosts who cancel a confirmed booking should notify the renter via CarKin messaging and process the cancellation through the platform. The renter receives a full refund. Unless an exception applies, hosts are subject to a \$50 CAD cancellation fee for cancellations made less than 24 hours before the trip, and a \$25 CAD fee for cancellations made more than 24 hours in advance. Repeated cancellations may result in penalties, including removal from the platform. A \$150 CAD fee applies to host no-shows.

Host Earnings on Cancelled or No-Show Trips

If a renter cancels outside the free cancellation period, hosts receive a share of one day's average trip price (for trips longer than two days) or half a day's average trip price (for trips of two days or shorter). Renter no-shows entitle hosts to a share of two days' average trip price (for trips longer than two days) or 75% of one day's average trip price (for shorter trips). Hosts must report no-shows within 72 hours of the scheduled trip start. If CarKin cancels a trip, similar host earnings apply based on trip length and timing.

CarKin Privacy Policy

CarKin Car Share Solutions Inc. and its subsidiaries (collectively, "CarKin") are committed to protecting your privacy. This Privacy Policy describes how we collect, use, process, and disclose your personal information in connection with our websites, applications, and offline interactions where this Policy is posted.

Personal Information We Collect

Information You Provide

Account Data

When you register, we collect your name, email address, phone number, and password.

Profile Data

Additional profile information may include street addresses, phone numbers, driver's licence details, photos, city, interests, and date of birth. Certain profile information is publicly visible.

Vehicle Data

For hosts, we collect information about your vehicle, including listing details, VIN, location, availability, reviews, and photos.

Payment Data

We collect payment card or bank account details and transaction information, processed and stored by third-party payment providers.

Identity Verification Data

We may collect photos or copies of government-issued identification, last four digits of your Social Insurance Number, driving records, or other identification documents as required for verification.

Biometric Data

With your consent, we or our third-party providers may collect biometric information (such as facial recognition data derived from submitted photos and identification documents) for identity verification. See CarKin's Biometric Data Privacy Policy for further details.

Communications

We collect information from your communications with CarKin and with other users, including by phone, email, or chat.

Research and Survey Data

Where you participate in user research or surveys, we may collect demographic information, video and audio recordings, and written responses.

Information Collected Automatically

We automatically collect usage data, approximate location data, device data, trip data, and data from cookies and similar technologies when you use the Services.

Information from Third Parties

We may receive information about you from third-party services you connect to your CarKin account, in-vehicle tracking devices, background check providers, credit bureaus, and other third-party data sources. We may combine this information with data we already hold about you.

How We Use Your Personal Information

We use your personal information to: operate and improve the Services; provide customer support; process transactions; personalize your experience; facilitate communication between users; administer referral and promotional programs; conduct research and development; deliver marketing (where permitted); maintain security and prevent fraud; and comply with legal obligations.

How We Disclose Your Personal Information

We may share your information with your consent; as part of your public profile or listing; between hosts and renters to facilitate transactions; with service providers who support our operations; with third-party platforms you connect to your account; with professional advisors; in connection with a business transaction or sale of assets; and in response to valid legal requests or to protect safety and rights.

Your Preferences and Choices

You may manage communication preferences, opt out of marketing emails, correct or update your account information, request account closure and data deletion, request a copy of your personal information, and adjust location or advertising settings. Some information may be retained where required by law or necessary for legitimate operational purposes.

Security

We employ reasonable technical, physical, and organizational safeguards to protect your personal information, but cannot guarantee absolute security.

Other Important Matters

The Services are controlled and operated from Canada. Your information may be processed in other jurisdictions with different data protection rules. We do not knowingly collect personal information from individuals under 18 years of age. We do not sell personal information. You may submit complaints or access requests to privacy@CarKin.ca.

Changes to This Policy

We may update this Privacy Policy from time to time. Continued use of the Services following an update constitutes acceptance of the revised Policy.

CarKin Community Guidelines

CarKin is a community of people who share a passion for cars and the experiences they make possible. Respectful, honest behaviour from all members is essential to maintaining a trustworthy marketplace.

- Inspire trust: Maintain an accurate and complete profile, including a clear photo and real name. Hosts should provide honest descriptions and photos of their vehicles. Renters must not tamper with, abuse, or misuse any vehicle.
- Online conduct: CarKin's messaging and community features may not be used to spread hatred, discrimination, misinformation, solicit, or encourage illegal activity. Report concerning behaviour through the platform's report function.
- Respectful engagement: Address disagreements respectfully, whether during vehicle exchange or in online interactions. Honour your commitments, maintain vehicles properly, and use CarKin's resolution tools for post-trip issues.
- Legal compliance: Hosts must ensure their vehicle meets all applicable regulations; renters must operate vehicles in accordance with all applicable laws.
- Dispute resolution: If you cannot resolve a dispute directly, contact CarKin customer support, who will assist in accordance with the Terms and Policies.

CarKin may, at its discretion, issue warnings or remove users from the platform for violations of these Guidelines.

CarKin Non-Discrimination Policy

All CarKin users and community members are expected to treat each other with dignity and respect, regardless of race, colour, ethnicity, religion, age, national origin, geographic location, ancestry, sexual orientation, gender, military service, disability, gender identity, or marital or parental status. CarKin has zero tolerance for discrimination of any kind.

Prohibited Conduct

Members of the CarKin community may not: make statements discouraging bookings or indicating a preference based on any protected characteristic. Hosts may not: decline or cancel reservations, impose different terms or conditions, or post listings that express a preference, based on any protected characteristic.

Specific Provisions

Gender Identity

Hosts may contact CarKin support if a renter's gender presentation does not appear to match their licence.

Disability

Hosts may not make assumptions about a renter's driving ability based on disability, decline or cancel trips based on disability, or inquire about the nature or severity of a disability. Hosts may provide factual information about the accessibility features of their vehicle.

Familial Status

Hosts may not decline, cancel, or vary the terms of a booking based on familial status. Hosts may disclose factually whether a vehicle is suitable for families with children.

Personal Preference

Hosts may decline reservations for reasons unrelated to protected characteristics. For example, a host may decline a renter who indicates an intent to use the vehicle for a purpose the host does not permit, such as towing.

Reporting Discrimination

Reports of discrimination may be submitted via the platform's report function or by contacting customer support. CarKin will investigate all reports on a case-by-case basis and may impose consequences, including removal from the marketplace.

Additional Policies

Biometric Data Privacy Policy

CarKin and its third-party verification providers may collect, store, and use biometric data (including facial geometry scans) solely for identity and driver's licence verification. Biometric data is collected only with your consent where required by applicable law, shared only with authorized service providers or as required by law, and retained only as long as necessary, and in no event longer than three years from your last interaction with CarKin.

Vehicle Tracking and Technology Policy — Hosts

Hosts may use GPS, OEM devices, telematics, and cameras to track and protect their vehicles, provided they disclose all tracking devices in their listing. Explicit written consent obtained through CarKin messaging is required before activating any interior-facing camera or audio recording device during a rental. Hosts of vehicles with a fair market value of \$100,000 or more must install and maintain a CarKin-supplied OBD tracker when the vehicle is listed. AirTags are prohibited as active tracking devices. Violations may result in removal from the platform.

Prohibited Uses Policy

Renters may not use a booked vehicle for: towing without host permission; professional transport (e.g., rideshare or delivery); racing or competitions; off-road use in non-approved vehicles; impaired or distracted driving; transporting dangerous or illegal substances; exceeding the vehicle's rated passenger or cargo capacity; unauthorized alterations; allowing an unauthorized driver to operate the vehicle; or smoking. Violations may result in liability for damage, reduced or voided coverage, and removal from the platform.

Professional and Commercial Uses Policy

CarKin vehicles may not be used for any professional purpose (such as courier or ride-share services) or commercial purpose requiring a commercial driver's licence. Violations may result in a \$150 CAD fee, voided damage protection, suspension, or removal.

Gray Market Transaction Policy

All payments related to a CarKin trip must be made through CarKin's platform. Accepting or making payments outside of CarKin (including cash, personal transfer apps, or cryptocurrency) for any trip-related cost voids protection under the applicable earnings plan and may result in a \$150 CAD fee, platform removal, and liquidated damages of \$5,000 CAD. Limited exceptions apply: hosts may reimburse renters in cash for parking at a delivery location, renters may compensate hosts for a damaged accessory, and renters may pay hosts directly for damage resolved outside of CarKin.

Cleaning Policy — Renters

Hosts must provide clean vehicles. Renters may refuse a vehicle at check-in if it is not clean, without completing check-in, and will receive a full refund upon immediately contacting CarKin customer support. Renters are not required to clean the vehicle before returning it, but may be charged a \$150 CAD cleaning violation fee for egregious soiling (e.g., biowaste, major stains, extreme amounts of pet hair). Minor messes, exterior dirt, and odours are not chargeable.

No Smoking Policy — Renters

Smoking (including tobacco, cannabis, e-cigarettes, and vaporizers) is prohibited in all CarKin vehicles. Hosts may report evidence of smoking, including burn marks, cigarette butts, or ash. A \$150 CAD smoking violation fee applies, and the renter's account may be closed.

Extenuating Circumstances Policy

CarKin may waive cancellation fees for hosts or renters experiencing unexpected events beyond their control, including: death or serious illness of the account holder or an immediate family member (requires documentation); hospitalization; government-mandated obligations; airline or train cancellations; natural disasters; pandemic-level disease outbreaks; and government or military restrictions. Cancellation fees are not automatically waived — customers must contact CarKin support and provide documentation where required.

Vehicle Misrepresentation Policy

Hosts may not list vehicles with inaccurate information regarding location, mileage, year, make, model, condition, photos, or features. Misrepresentation results in a \$100 CAD violation fee, loss of trip earnings, and potential removal from the platform. Material misrepresentation in damage or reimbursement claims carries a fee of \$200 to \$2,000 CAD.

Vehicle Eligibility — Canada

To be listed on CarKin in Canada, vehicles must: be an eligible passenger vehicle in a CarKin-approved location; be registered to the host or an authorized owner; have permanent plates; not be a limousine, motorcycle, RV, three-wheeled vehicle, vehicle seating more than seven, or commercial vehicle; be no more than 12 years old (with exceptions for classic/specialty vehicles); have fewer than 200,000 kilometres; have a fair market value of up to \$200,000; carry a clean (non-salvage, non-branded, non-written off) title; and have valid insurance. Classic/specialty vehicles must be 25 or more years old, in excellent condition, and have a fair market value of no more than \$150,000.

Driver Eligibility — Booking in Canada

To book a vehicle in Canada, renters must: be 25 years of age or older; hold a current, valid full driver's licence (not a learner's or graduated permit); have at least 3 years of driving history with a full, valid drivers

license (not a learner's or graduated permit); and have no more than two minor traffic convictions and no serious driving-related criminal violations in the past five years. A physical licence (not a digital copy) is required. Expired, provisional, restricted, or conditional licences are not accepted. International visitors may require an International Driving Permit in addition to their home licence.

Annual Safety Inspections — Hosts

All Canadian hosts must obtain an annual safety inspection from a qualified, licensed Automotive Service Technician with an official registered business. The inspection report must be submitted to CarKin within 14 days of completion. Providing a fraudulent, inaccurate, or doctored inspection report, or one completed by an unqualified mechanic, is a Terms violation and may result in a \$150 CAD fee or immediate removal from the platform.

Payment Methods

CarKin accepts Visa, Mastercard, American Express, and Discover credit cards; Visa and Mastercard debit cards linked to a checking account; and Apple Pay and Google Pay on mobile devices. CarKin does not accept prepaid, reloadable, or temporary cards.

Trip Costs — Renters

All fees are displayed in full at checkout before booking. Trip costs consist of: the trip price (daily rate × trip length, less any applicable discounts); a booking fee of 15% of the trip price (before taxes and protection); an optional protection plan, and GST/HST as required by law.

Taxes — Hosts

CarKin collects and remits GST, HST, and QST on all applicable fees in Canada. CarKin is registered with the Canada Revenue Agency (GST/HST Number: 77816 7163 RT 0001). CarKin does not prepare T2/T4 forms for hosts. Hosts should consult a tax professional for guidance on claiming input tax credits or other tax matters.

Host Earnings — Canada

CarKin charges hosts a 15% platform fee which pays for CarKin's services. Hosts retain 85% of trip price (before fees and taxes). CarKin collects from the renter all applicable revenue, fees, and taxes associated with a rental and disburses the host's share 7 days (168 hours) after a trip ends. Under certain circumstances

The host vehicle has third-party liability coverage through Aviva Canada and physical damage protection up to the vehicle's actual cash value, capped at \$200,000. Exclusions include: diminished value; exterior wear and tear; loss of hosting income; personal property; and damage caused by Terms violations.

Renter Protection Plans — Canada

All CarKin trips include \$200,000 third-party automobile liability insurance as well as coverage for loss or damage to insured vehicles for all perils, through Aviva Canada (which cannot be declined).

Renter's maximum out-of-pocket liability for eligible physical damage is between \$1,000 and \$5,000 depending on the vehicle type being rented.

The cost for the protection plan is automatically added the booking total and is itemized on the booking screen so renters can clearly see what portion of the total booking charge is for the protection plan. Protection plan limits do not apply to mechanical damage, interior damage caused by misuse, or violations of the Terms.

Vehicle Actual Cash Value (ACV)

CarKin determines vehicle ACV at the time of any total loss claim using market-based valuation tools comparing the vehicle to similar vehicles in the local market. CarKin does not offer gap insurance or a depreciation waiver. ACV coverage is capped at CAD \$200,000.

Damage Reporting and Claims — Hosts

Damage must be reported within 24 hours of the scheduled trip end. Hosts must provide pre-trip and post-trip photos within the required timeframe. CarKin will determine claim eligibility and validity. Repair estimates are produced by third-party appraisers. Supplement requests for additional damage must be submitted by the repair shop to claims@carkin.ca within 45 days of initial payment. CarKin pays repair costs above the host's damage responsibility.

Miscellaneous Operational Policies

Additional policies address: airport delivery permits and associated fees; parking fee responsibilities; fuel and EV charging responsibilities; traffic ticket and toll responsibilities (with up to 185-day reporting windows); trip shortening procedures; trip cancellations for travel delays; renter no-show procedures; host cancellation consequences and excusal criteria; clutch repair reimbursement; cross-border driving rules; vehicle documents required in the vehicle; and street parking obligations for renters.

These policies are set out in detail in the CarKin Help Centre and are incorporated by reference into this Agreement.

Policy Violations

CarKin may issue warnings or immediately remove users from the platform for violations of its Terms, Policies, or Community Guidelines. Notification of violations is provided by email, specifying the rule breached, whether an appeal is available, and the applicable deadline. Unless otherwise stated, CarKin's decisions are final.

—END OF DOCUMENT—