

TERMS OF SERVICE (USER SERVICE AGREEMENT / PLATFORM AGREEMENT)

Header Block

- **Document Name:** User Service Agreement
 - **Last Updated:** January 15, 2026
 - **Effective Date:** January 15, 2026
 - **Covered Brands/Products:** TransferBid, Priofer, Ottobus, Tripfer, Medifer, Mopany, Agentfer; DriverNest and TransferHelpdesk infrastructures (collectively, the “Platform”)
 - **Contracting Party (U.S.):** Softvivor LLC, a Delaware company (the “Company,” “we,” “us,” “MoR”)
 - **Technology Provider (TR):** Softalya Ltd. (the “Technology Provider”) — not a party to this Agreement (see Section 4)
 - **Official Contact:** contact@transferbid.com | [Toll-free +1 (650) 505-5770]
 - **Notice Address:** [699 San Antonio Road, Palo Alto, CA 94306 — U.S]
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1. Subject Matter and Acceptance

1.1. This Agreement applies to the Platform’s websites, mobile applications, call center reservations, and any available APIs/integrations.

1.2. You are deemed to have accepted this Agreement by:

- checking the “I have read and agree” box,
- creating an account,
- using the Platform, or
- creating any Reservation.

1.3. Additional terms may apply to certain products/features, including corporate invoicing, hourly hire, special events, multi-stop services, and group/bus operations. Such terms become binding when presented.

2. Definitions

For purposes of this Agreement:

- **Platform** means the brands listed above and their related web/app/API/call center interfaces.
- **User / Passenger (“you”)** means a natural person or an authorized representative of an entity requesting services through the Platform.
- **Service Provider** means an independent, licensed, and insured third-party driver/carrier/fleet operator.

- **Reservation / Booking** means a transportation service request and its confirmed match.
- **User Offer** means the price/budget offer you set when creating a reservation request.
- **Counter Bid** means the price/terms offer a Service Provider submits through the Platform in response to a User Offer.
- **Bid** means, depending on context, a User Offer and/or a Counter Bid.
- **Acceptance** means (i) your selection and acceptance of a Counter Bid, or (ii) a Service Provider's acceptance of your User Offer, and/or (iii) the parties' final confirmation of a match through the Platform under agreed price/terms.
- **Charge** means the total amount charged as displayed on the Platform (service amount + platform fee + applicable taxes/charges + additional fees).
- **Cancellation / No-Show** means cancellation of a Reservation, or your failure to comply with agreed meeting/pickup conditions.
- **Waiting Time** means free/paid waiting thresholds.
- **Additional Fee** means fees for waiting time, extra stops, cleaning/damage, lost item return, tolls/parking, night/holiday surcharges, and similar items.
- **MoR (Merchant of Record)** means the entity that charges payments and manages refunds/chargebacks (Softvivor LLC).
- **Manifest Error** means an obvious pricing error arising from software/data/third-party sources.
- **Pending Funds** means the Charge collected at the time of Reservation that is held in a pending status within the payment infrastructure (for example, Stripe) until trip start is verified.
- **Release:** the initiation of the payout process of Pending Funds to the Service Provider upon verification that the trip has been completed.
- **Verification Code** means a security code generated by the Platform when the driver arrives at the pickup point, provided to the User and entered by the driver; absent entry of the code, the transfer is generally not marked as "started/completed."
- **Unconditional Refund Option** means an optional add-on that may be purchased for an additional fee at the time of Reservation; if purchased, it allows the User to cancel under Section 8.9 and receive a **100% refund of the Charge**.
- **Unconditional Refund Fee** means the additional fee charged for the Unconditional Refund Option. The Unconditional Refund Fee is **non-refundable**, even if the Reservation is canceled, subject to non-waivable local consumer rights.
- **Scheduled Service Time** means the date and time shown on the Platform at the time of Reservation as the scheduled start time of the service.

3. Eligibility, Account, and Security

3.1. **Age.** You must be at least 18 years old (or the age of majority in your jurisdiction).

3.2. **Accurate Information.** Your account and reservation information must be accurate and current. Incorrect or incomplete information may cause delays, cancellation, or additional costs.

3.3. **Account Security.** You are responsible for your password, device, payment method, and all activity under your account. You must promptly report suspected unauthorized use.

3.4. **Prohibited Conduct.** Account transfers, fake/multiple accounts, misrepresentation, promotion abuse, and misuse via bots/automation are prohibited.

3.5. **Verification (KYC).** The Company may request identity verification for security, compliance, and fraud prevention.

4. Platform Role and Legal Status (Broker / Marketplace)

4.1. **Not a Carrier.** The Platform is not a transportation company, taxi operator, or common carrier. The Company operates as a technology marketplace/broker connecting Users with independent Service Providers.

4.2. **Performance by Service Providers.** Transportation services are performed by Service Providers, not the Company. Service Providers are not employees, agents, or representatives of the Company.

4.3. **Technology Provider Not a Party.** The Technology Provider provides software/infrastructure services to the Company, is not a party to this Agreement, and does not enter into a transportation relationship with Users.

4.4. **Bid & Select.** The Platform operates on a “Bid & Select” basis. Users evaluate bids; the Platform facilitates matching and payments.

4.5. **Independence; No Employment Relationship.** The Company does not set Service Providers’ working hours, compel acceptance of assignments, manage discipline/performance, or exercise day-to-day operational control over how transportation is performed. Charging at reservation, holding funds within the payment infrastructure, and releasing funds to the Service Provider are solely to operate the marketplace securely and do not create an employer-employee, supervisor-subordinate, agency, or representation relationship.

5. Service Flow (Reservations, Communications, Changes)

5.1. You create a request by entering pickup/drop-off, date/time, flight information (if applicable), vehicle class, and special requests.

5.2. **Creating a Request with a User Offer.** You may enter a User Offer when creating a request. The Platform forwards the request to eligible Service Providers.

5.3. **Counter Bids and Matching.** Service Providers may accept your User Offer as-is or submit Counter Bids with different price/terms. You provide Acceptance by selecting a Counter Bid, or a Service Provider provides Acceptance by accepting your User Offer. The Platform may indicate when a Reservation becomes final.

5.4. Communications may use masking, in-app messaging, and similar methods for safety and privacy.

5.5. Change requests (time/location/vehicle class/extra stop) may require Service Provider approval and may result in Additional Fees.

5.6. **Trip Start Verification via Verification Code.** When the driver arrives at the pickup point, the Platform may provide you with a Verification Code. You provide the code to the driver, and the driver enters it into the Platform. Absent entry of the Verification Code, the transfer is generally not marked as “started/completed”; Release processes are governed by Section 7.

5.7. **Code Issues; Alternative Verification.** If you cannot provide the code or technical issues occur, the Company may apply reasonable alternative verification methods (including

support records, driver arrival records, and time/location logs) to prevent abuse and maintain service continuity.

6. Pricing, Bid Rules, and Marketing Statements

6.1. Charges may vary based on supply/demand, distance/time, location, vehicle class, traffic/weather, special events, and bid dynamics (including User Offers and Counter Bids).

6.2. Statements such as “up to 30% savings” are not guarantees and may reflect estimated savings based on historical transaction data and/or comparable public pricing signals by city/time/vehicle class.

6.3. **Anti-Fraud / Anti-Manipulation.** The Company may apply bid ranges and/or minimum/maximum limits to reduce abuse.

6.4. **Manifest Error.** In case of a Manifest Error, the Company may correct pricing, cancel the Reservation, and refund any collected amounts.

6.5. The Charge is finalized upon Acceptance. Waiting time, extra stops, cleaning/damage, and similar items may be charged separately.

7. Payment Terms (Stripe Pending Funds / Release / Off-Platform Payments)

7.1. **Payment Infrastructure (e.g., Stripe).** Payments are processed through a third-party payment services provider (for example, Stripe). Card details are not stored on the Platform. Processing may be subject to the provider’s rules, risk controls, and settlement timelines.

7.2. **Charge at Reservation.** Once a Reservation is accepted, the Charge displayed on the Platform is collected from your payment method. The collected amount may be held as Pending Funds until trip start is verified.

7.3. **Release Triggered by Verification Code.** Release of Pending Funds is generally triggered upon completion of the transfer, when the driver enters the Verification Code provided by the User.

- Without entry of the code, the transfer is generally not marked as “started/completed,” and the transfer process to the Service Provider is not initiated.
- **Exception / Alternative Verification.** If the code cannot be generated due to technical reasons, you cannot provide it, or similar exceptional circumstances occur, the Company may perform alternative verification using support records and objective signals (time/location logs, communications records, driver arrival notice), provided such measures are used to prevent abuse.

7.4. **Split and Platform Fee.** The collected Charge may be allocated between (a) the Service Provider’s service amount and (b) the platform/service fee and any applicable taxes/charges. Allocation may be implemented via payment-provider mechanisms such as split payments or connected accounts.

7.5. **Payouts; No Employment Relationship.** Transfers to Service Providers following Release are a settlement mechanism for services performed by independent Service Providers. The Company’s role in charging, holding, and releasing funds does not create any employer/employee or supervisory relationship with Service Providers.

7.6. Additional Fees and Final Amount. If Additional Fees arise (waiting time, extra stops, tolls/parking, cleaning/damage), the final amount may be updated. The Company may process such fees by (i) applying Pending Funds and/or (ii) charging through the payment infrastructure, as applicable and as may be further addressed in addenda by product/brand.

7.7. Refunds, Disputes, and Chargebacks. Refunds/disputes/chargebacks may result in reversals or dispute processes under payment-provider rules. The Company may review records, request supporting evidence, temporarily pause Releases/transfers until resolution, and apply necessary offsets.

7.8. Off-Platform Payments Prohibited. Cash payments or off-platform payment arrangements are prohibited. Violations may result in account suspension/termination.

8. Cancellations, Refunds, No-Shows, and Waiting Time

8.1. Free Cancellation (All Vehicle Types). You may cancel your Reservation for a full refund up to **twelve (12) hours** before the Scheduled Service Time, regardless of vehicle class.

8.2. Tiered Cancellation Deductions (Independent of Waiting Time). If you cancel within twelve (12) hours of the Scheduled Service Time, the following deductions apply and the remaining amount will be refunded:

- Cancellation less than 12 hours and up to 9 hours before service time: **10% deduction; 90% refund**
- Cancellation less than 9 hours and up to 6 hours before service time: **15% deduction; 85% refund**
- Cancellation less than 6 hours and up to 3 hours before service time: **20% deduction; 80% refund**
- Cancellation less than 3 hours and up to 1 hour before service time: **50% deduction; 50% refund**
- Cancellation within the final 1 hour before service time: **100% deduction; no refund**

8.3. No-Show. A No-Show may include failure to appear at the designated meeting point, being unreachable after reasonable contact attempts, or circumstances that objectively make performance impossible. In the event of a No-Show, a **100% deduction** generally applies.

8.4. Waiting Time. For flight pickups, up to **30 minutes** of free waiting time may be provided from the landing time. For other pickup points, up to **15 minutes** of free waiting time may be provided. If the free waiting time is exceeded, per-minute waiting fees may apply.

8.5. Refund Method and Timing. Refunds are issued to the original payment method and may take varying timeframes depending on your bank/payment provider. If the amount charged at reservation is canceled within the free cancellation window, it will be refunded through the payment infrastructure.

8.6. Verification Code and No-Show. If, after the driver arrives, you fail to provide the Verification Code within a reasonable time and/or you are unreachable after reasonable contact attempts, and the free waiting time is exceeded, the situation may be treated as a No-Show

8.7. Unconditional Refund Option (Optional). If offered on the Platform, you may purchase an Unconditional Refund Option at the time of Reservation. The Option

applies only to the specific Reservation for which it was purchased.

8.8. Determination and Disclosure of the Unconditional Refund Fee. The Unconditional Refund Fee may be determined dynamically based on time remaining until the Scheduled Service Time, location, operational constraints, supply/demand, historical cancellation rates, and similar risk variables, and will be disclosed as a separate line item at checkout.

8.9. Scope of Unconditional Refund (100% refund) and Non-Refundable Fee. If the Unconditional Refund Option is purchased, and you complete cancellation through the Platform prior to the Scheduled Service Time, you are entitled to a **100% refund of the Charge**, regardless of when the cancellation occurs (including within the final 1 hour). This refund applies to the Charge only. The **Unconditional Refund Fee is non-refundable**.

8.10. Relationship to Tiered Cancellation Deductions. For Reservations where the Unconditional Refund Option was purchased, the tiered cancellation deductions in Sections 8.1 and 8.2 do not apply. Section 8.9 governs instead.

8.11. Relationship to No-Show and Verification Code. The Unconditional Refund Option does not automatically cover No-Show situations. To receive an Unconditional Refund, you must cancel through the Platform prior to the Scheduled Service Time.

9. User Conduct, Safety, Cleaning/Damage, and Lost Items

9.1. Violence, harassment, discrimination, threats, illegal items/activities, and conduct endangering the driver are prohibited.

9.2. **Cleaning/Damage.** Abnormal soiling or damage may result in cleaning/repair charges.

9.3. **Lost Items.** A “Lost & Found” fee may apply to cover the driver’s time/fuel for return of an item.

9.4. **Dashcam/Recording.** Some Service Providers may use video and/or audio recording for safety. Audio recording is subject to applicable state consent laws; required notices/permissions must be provided where applicable.

9.5. **Pets/Extra Luggage/Child Seats.** Acceptance depends on product/vehicle class and Service Provider discretion and may result in Additional Fees.

10. Promotions, Credits, and Campaigns

10.1. Promotions are subject to time, quota, region, user type, and eligibility terms.

10.2. Promotion abuse (multiple accounts, automation, sham transactions) may result in cancellation of promotions and account suspension.

10.3. Platform credits are not redeemable for cash and are non-transferable unless expressly stated.

11. Third-Party Services and Integrations

11.1. Third-party services (maps, payments, communications, analytics) may be used and are subject to their own terms.

11.2. The Company's liability for third-party outages/errors is limited to the extent permitted by law.

12. Intellectual Property, License, and Prohibited Uses

12.1. The Platform, trademarks, logos, interfaces, software, algorithms, and content are owned by the Company and/or its licensors.

12.2. You receive a limited, non-transferable, revocable license to use the Services for personal, non-commercial purposes.

12.3. Reverse engineering, scraping, automated data extraction, unauthorized copying, exploiting security vulnerabilities, and service interference are prohibited.

12.4. Your feedback may be used by the Company without compensation and without limitation.

13. Privacy, Cookies, and Communication Preferences

13.1. Processing of personal data is governed by the Privacy Policy:].

13.2. Cookies/SDK usage is governed by the Cookie Policy:

13.3. For California, "Do Not Sell/Share" and preference-management mechanisms are described in the applicable policies.

13.4. You consent to receive service communications (reservation, safety, payment) via email/SMS/push. Marketing communications are subject to preference management.

14. Disclaimer

14.1. The Platform and Services are provided "as is" and "as available." The Company does not guarantee uninterrupted, error-free, timely service or any specific outcome.

14.2. The Company is not responsible for Service Providers' acts/omissions or risks arising during transportation; transportation services are provided by Service Providers.

Optional UCC Disclaimer (All Caps):

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE DISCLAIMED.

15. Limitation of Liability

- 15.1. To the maximum extent permitted by law, the Company is not liable for indirect, incidental, special, punitive, or consequential damages (including lost profits or lost data).
- 15.2. The Company's total liability is limited to the lesser of (i) the total amount you paid to the Platform in the 12 months preceding the event giving rise to liability, or (ii) USD \$1,000.
- 15.3. These limitations do not affect non-waivable consumer rights; enforceability may vary by jurisdiction for gross negligence or willful misconduct.
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16. Indemnification

You agree to indemnify the Company, including reasonable attorneys' fees, for claims arising out of your breach of this Agreement, misuse of the Platform, infringement of third-party rights, or your fault.

17. Account Suspension/Termination and Appeals

- 17.1. Grounds may include suspected fraud, chargeback abuse, off-platform payments, harassment/violence, fake accounts, promotion abuse, legal compliance, or security risk.
- 17.2. The Company may temporarily suspend or restrict access pending completion of an investigation.
- 17.3. You may appeal via [appeal form/portal], and the Company will review within a reasonable time.
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18. Dispute Resolution (Arbitration / Class Action Waiver) — U.S. and California Provisions

- 18.1. **Informal Resolution.** In the event of a dispute, the parties will first attempt in good faith to resolve it for 30 days after written notice. Notice: contact@transferbid.com.
- 18.2. **Mandatory Arbitration (General U.S. Rule).** For Users residing in the United States, disputes may be resolved by binding individual arbitration under the AAA Consumer Arbitration Rules.
- 18.3. **EFAA Exception.** For sexual assault or sexual harassment disputes, mandatory arbitration may not be enforced; the User may choose court instead.
- 18.4. **Class Action Waiver.** You agree to bring disputes only in your individual capacity and not as a plaintiff or class member in any class, representative, or group proceeding. In mass arbitration scenarios, the parties may apply batching/bellwether procedures consistent with AAA rules.
- 18.5. **California Provisions.**
- (a) Small claims rights are preserved; if eligible, a consumer cannot be forced into arbitration.
 - (b) If arbitration applies, the arbitration venue will be California and California substantive law will apply; conflicting provisions may be voidable at the consumer's election.
 - (c) Minimum discovery standards may apply in consumer arbitration.
 - (d) Waivers that prevent public injunctive relief claims in any forum may be unenforceable in

California; such claims may proceed in court to the extent required.

18.6. **Opt-Out.** You may opt out of the arbitration provision within 30 days of acceptance by emailing contact@transferbid.com with your name/account email and the words “Arbitration Opt-Out.”

19. Governing Law; Mandatory Local Rights

19.1. This Agreement is governed by the laws of the State of Delaware, without regard to conflict-of-laws principles.

19.2. Mandatory local consumer protections remain in effect.

20. Force Majeure

The Company is not liable for delay or failure to perform due to events beyond reasonable control, including natural disasters, strikes, war, terrorism, government actions, infrastructure outages, or internet/telecom failures.

21. Changes and Notices

21.1. The Company may update this Agreement. Material changes will be notified via in-app notice and/or email.

21.2. Your continued use of the Platform after the effective date of an update may constitute acceptance, subject to mandatory local rights.

22. Severability; Assignment; Entire Agreement

22.1. **Severability.** If any provision is invalid, the remaining provisions remain in effect.

22.2. **Assignment.** The Company may assign its rights to affiliates or successors.

22.3. **Entire Agreement.** This Agreement, its addenda, and referenced policies constitute the entire agreement between the parties.