
Texti AI Mobility Inc. Platform Access Agreement

Independent Driver Platform - Canada | Effective August 4, 2026 | Version 1.3

This Platform Access Agreement (the "Agreement") is between **Texti AI Mobility Inc.**, a Newfoundland and Labrador corporation ("we", "us"), and the independent driver who accepts it ("you", the "Driver"). It sets out the terms on which you may access Texti AI Mobility Inc.'s technology platform, provide independent transportation fulfilment services to Texti AI Mobility Inc., and be paid for those services. Read it with the regional addendum for the province where you drive.

1. Binding contract and acceptance

You accept this Agreement electronically, including by tapping **I Agree** in Texti AI Mobility Inc.'s WhatsApp onboarding. Texti AI Mobility Inc. records the account, time, document version, and acceptance. Electronic acceptance has the same effect as a signature. If you do not agree, do not use the Platform as a driver. Where this Agreement conflicts with a regional addendum, the addendum prevails for that region.

2. Definitions

- **Platform** - Texti AI Mobility Inc.'s technology service, delivered through the WhatsApp Business Platform and related systems, that requests, matches, prices, dispatches, tracks, and settles rides.
- **Ride** - a passenger trip sold by Texti AI Mobility Inc. to a rider and fulfilled by you through the Platform.
- **Fare** - the tax-inclusive amount Texti AI Mobility Inc. charges to the rider for a Ride, presented upfront and calculated from the disclosed base rate, distance, time, and any demand multiplier.
- **Service Fee** - fifteen percent (15%) of each completed Fare, unless a written promotion or later agreement expressly reduces it for an identified period.
- **Driver Earnings** - eighty-five percent (85%) of each completed Fare after payment capture, plus 100% of any tip if tipping is introduced, before the Driver's own tax and vehicle expenses.
- **Territory** - the authorized service region identified in the applicable regional addendum and Platform.

3. Term and changes

This Agreement starts when you accept it and continues until terminated under section 15. We may update it as the service evolves. For material changes, we will give advance notice through WhatsApp or the email on your account. Continued use after the effective date is acceptance. If you do not agree, stop using the Platform and terminate under section 15.

4. Relationship of the parties

You are an independent contractor providing transportation fulfilment services to Texti AI Mobility Inc. Nothing in this Agreement creates an employment, worker, agency, joint-venture, or partnership relationship.

- You decide when, where, and whether to go online and which requests to accept or decline. Texti AI Mobility Inc. does not set shifts or minimum hours.
- You may provide services through other platforms, including competitors.
- You supply your own eligible vehicle, phone, data plan, fuel, maintenance, and other operating costs.

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- You are not entitled to employee benefits from Texti AI Mobility Inc. and are responsible for your own remittances under section 9.

5. Access to the Platform

- We grant you a personal, limited, revocable, non-exclusive, non-transferable right to use the Platform to receive and fulfil ride requests in the Territory.
- Your verified WhatsApp number identifies your account. Keep account information accurate and your security PIN private. Accounts may not be shared, sold, or transferred.
- Driver Mode is a hard eligibility boundary. You may go online only after approval, only while your documents and screening remain current, and never while acting in Rider Mode.
- Promptly report anything affecting eligibility, including a licence restriction, loss of insurance, criminal charge related to driving or safety, or a material vehicle change.

6. Providing rides

- Provide Rides safely, lawfully, and professionally, using a reasonable route unless the rider requests another lawful route.
- Only you may drive on your account, and only in the approved vehicle shown to the rider before the trip.
- Do not discriminate on a protected ground. Accommodate service animals and accessibility requirements as the law requires.
- No harassment, violence, weapons, unlawful conduct, or impairment by alcohol, cannabis, or any drug.
- Comply with traffic, seat-belt, child-restraint, pickup, parking, and vehicle-for-hire rules.
- All fares are cashless and processed through the Platform. Never request or accept cash or another off-Platform payment for a Ride.

7. Licences, documents, and vehicle

While online, keep current and provide on request: proof of eligibility to work in Canada; the required driver's licence class; vehicle registration; ride-hail insurance; the required annual vehicle inspection; an accurate profile photo; and any other record required by law or the applicable addendum. Your vehicle must match the approved record. Expiry or failed verification suspends Driver Mode until reviewed.

8. Fares, service fee, and payments

- Texti AI Mobility Inc. is the contracting supplier and merchant of record for the passenger-facing Ride. It charges the rider, issues the rider receipt, and handles HST on that passenger-facing supply.
- Riders receive the Fare, any demand multiplier, estimated pickup time, driver and vehicle details, and payment method before a trip starts.
- After a completed Fare is captured, Texti AI Mobility Inc. records Driver Earnings equal to 85% and the Service Fee equal to 15%, subject to an applicable written promotion.
- Earnings remain subject to the disclosed clearing period, refunds, chargebacks, fraud review, and lawful adjustments.

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- Eligible cleared earnings are transferred automatically on the weekly schedule to your connected payout account. Where enabled, you may request an on-demand Interac, bank, or eligible instant-card payout after seeing the exact fee and net amount.
 - Texti AI Mobility Inc. issues the rider's receipt through the Platform and keeps the trip and payment records required by law.

9. Taxes

Texti AI Mobility Inc. charges, records, and remits HST on the passenger-facing Fare. That allocation does not determine or eliminate your separate income-tax or GST/HST obligations for contractor services you provide to Texti AI Mobility Inc. Obtain tax advice, keep any required registration current, and provide the information reasonably required for compliant invoicing or reporting. Texti AI Mobility Inc. may report earnings information where required by law.

10. Insurance

Maintain insurance that satisfies provincial law and expressly covers ride-hail or paid passenger use, with that use disclosed to and accepted by your insurer. Give us proof on request and notify us before cancellation, lapse, or material change. Driver Mode is disabled without valid coverage.

11. Background and safety screening

Activation is conditional on identity verification and a certified criminal record check acceptable to the applicable regulator, completed with your consent through an approved screening process. Additional checks may be requested only when lawful and relevant. Provider results assist, but do not replace, a human approval decision. You may contest an adverse decision through support. Periodic re-screening may apply.

12. Ratings and community standards

Riders may rate Drivers, and Drivers may rate riders. Verified safety complaints, fraud, document lapses, persistently poor service, or breaches may lead to review, suspension, or deactivation. You may appeal a deactivation and receive human review.

13. Data, privacy, and confidentiality

- Texti AI Mobility Inc.'s Privacy Policy forms part of this Agreement and identifies Texti AI Mobility Inc. as the organization responsible for personal information under its control.
- Use rider information only to provide the matched Ride. Do not retain it, sell it, disclose it unnecessarily, or solicit riders off-Platform.
- Trip records, GPS records, dispatch evidence, and aggregated platform statistics are maintained by Texti AI Mobility Inc. You may request your own account records subject to applicable law.

14. Intellectual property

The Platform, the Texti AI Mobility Inc. brand, software, logo, and content are owned by Texti AI Mobility Inc. or its licensors. Do not use the branding on a vehicle or in advertising without written permission, and do not scrape, copy, reverse-engineer, or interfere with the Platform.

15. Suspension, deactivation, and termination

- You may terminate by notifying support and going offline. Valid cleared earnings remain payable through the normal process.
- We may suspend immediately for safety risk, screening result, document lapse, fraud, unlawful conduct, or material breach, and may terminate on notice.
- Payment, confidentiality, data restrictions, liability, indemnity, and dispute provisions survive termination where their nature requires it.

16. Representations, disclaimers, liability, and indemnity

- You represent that all information and documents you provide are true, current, lawfully obtained, and yours.
- The Platform is provided as available. We do not guarantee demand, earnings, pickup volume, uninterrupted operation, or a particular payout arrival time.
- To the maximum extent permitted by law, Texti AI Mobility Inc.'s total liability under this Agreement is limited to amounts payable to you for the three months before the event giving rise to the claim. Nothing limits liability that cannot lawfully be limited.
- You indemnify Texti AI Mobility Inc. against third-party claims arising from your Rides, breach, or violation of law, except to the extent caused by the company's own negligence or misconduct.

17. Disputes and governing law

Raise disputes with support first. Unresolved disputes are subject to the courts of the province in which you provide services and the laws of that province and Canada. Nothing removes access to small-claims court or mandatory legal protections.

18. General

If a provision is unenforceable, the remainder stays effective. You may not assign this Agreement. We may assign it to a lawful successor with notice. Notices may be delivered through WhatsApp or your registered email. This Agreement, the regional addendum, the Terms of Service, and Privacy Policy are the entire agreement concerning Platform access.

Contracting company: Texti AI Mobility Inc. (Newfoundland and Labrador Corporation No. 101249)

Registered office: 51 Viking Road, St. John's, NL A1B 1J1, Canada

Support: message "support" in the company WhatsApp chat or write to the registered office

Accepted electronically by the Driver through Texti AI Mobility Inc. on WhatsApp. Texti AI Mobility Inc. records the date, time, account, and document version associated with acceptance.