

# TRANSFERBID TERMS OF SERVICE

*(User Agreement / Platform Terms of Service)*

## Header

- **Document Title:** TransferBid Terms of Service
  - **Version:** 2026.2
  - **Last Updated:** January 15, 2026
  - **Effective Date:** January 15, 2026
  - **Covered Brand/Product:** TransferBid (collectively, the “Platform”)
  - **Contracting Party (U.S.):** Softvivor LLC, a Delaware company (“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](mailto:contact@transferbid.com) | **Phone:** +1 (650) 505-5770
  - **Notice Address:** 699 San Antonio Road, Palo Alto, CA 94306, USA
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## 1. Scope and Acceptance

- 1.1. These Terms apply to the Platform’s websites, mobile applications, call-center reservations, and any API/integration access (if available).
  - 1.2. You accept these Terms by any of the following: (a) checking “I agree,” (b) creating an account, (c) using the Platform, or (d) creating a Reservation.
  - 1.3. Certain products or features may be subject to additional rules presented within the Platform; such rules become binding when presented.
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## 2. Definitions

For purposes of these Terms:

- 2.1. **Platform:** The TransferBid-branded web/mobile/call-center interfaces and related systems.
- 2.2. **User / Passenger (“you”):** Any individual or authorized representative requesting transportation/transfer services through the Platform.
- 2.3. **Service Provider:** An independent, licensed, and insured third-party driver/carrier/fleet operator.
- 2.4. **Reservation:** A transportation/transfer request and the confirmed match arranged through the Platform.
- 2.5. **User Offer:** The price/budget offer you submit when creating a Reservation request.
- 2.6. **Counter Bid:** A price/terms offer submitted by a Service Provider in response to your User Offer.
- 2.7. **Bid:** Depending on context, refers to a User Offer and/or a Counter Bid.
- 2.8. **Confirmation:** (a) your acceptance of a Counter Bid, or (b) a Service Provider’s acceptance of your User Offer, and/or (c) the parties’ final confirmation of a match on the

Platform.

2.9. **Total Charge:** The total amount charged as displayed on the Platform (service amount + platform/service fee + applicable taxes/fees + additional charges).

2.10. **Cancellation:** Cancelling a Reservation through the Platform.

2.11. **No-Show:** Failure to meet pickup/meet-and-greet conditions such that service cannot be reasonably performed (see Section 8).

2.12. **Waiting Time:** Free/paid waiting thresholds.

2.13. **Additional Charges:** Waiting time, extra stops, cleaning/damage, lost item return, tolls/parking, night/holiday surcharges, and similar items.

2.14. **MoR (Merchant of Record):** The entity that charges the payment method and manages refunds/chargebacks (Softvivor LLC).

2.15. **Manifest Error:** A clearly incorrect displayed price caused by software, data entry, or third-party data issues.

2.16. **Scheduled Service Time:** The date/time shown on the Platform when the service is scheduled to begin.

2.17. **Pending Funds:** The Total Charge collected at booking that is held in “pending” status with the payment infrastructure until completion of the transfer is confirmed.

2.18. **Release:** The initiation of payout/transfer of Pending Funds to the Service Provider through the payment infrastructure **after the transfer is completed.**

2.19. **Verification Code:** A security code generated by the Platform when the driver arrives at the pickup location; provided by the User to the driver and entered by the driver in the Platform. **The transfer is generally not marked as “started” unless the Verification Code is entered.**

2.20. **Unconditional Refund Option:** An optional add-on you may purchase during booking that provides a **100% refund of the Total Charge** under Section 8.9.

2.21. **Unconditional Refund Fee:** The additional fee charged for the Unconditional Refund Option. The Unconditional Refund Fee is non-refundable even if you cancel (subject to non-waivable local consumer rights).

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### 3. Eligibility, Account, and Security

3.1. **Age:** You must be at least 18 years old (or the age of majority where you reside).

3.2. **Accurate information:** Your account and Reservation information must be accurate and up to date. Incorrect/incomplete information may result in delays, cancellation, or additional costs.

3.3. **Account security:** You are responsible for safeguarding your password, device, payment method, and all activity under your account. Notify us promptly of suspected unauthorized use.

3.4. **Prohibited conduct:** Account transfers, fake/multiple accounts, impersonation, promotion abuse, and bot/automation misuse are prohibited.

3.5. **Verification (KYC):** We may request identity verification for security, compliance, and anti-fraud purposes.

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### 4. Our Role (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 matching Users with independent Service Providers.

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

4.3. **Technology Provider is not a party:** Softalya Ltd. provides software/infrastructure services to the Company and is not a party to these Terms and does not provide transportation services to you.

4.4. **Bid & Select:** The Platform enables “Bid & Select” matching. You review and select offers; the Platform facilitates matching and payments.

4.5. **Independence and control:** We do not set Service Providers’ working hours, require acceptance of assignments, or exercise day-to-day operational control over performance of transportation services. Payment processing through the Platform does not create an employer-employee, supervisor-subordinate, agency, or representation relationship.

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## 5. Service Flow (Reservation, Communications, Changes)

5.1. You create a request by entering pickup/dropoff, date/time, flight details (if any), vehicle class, and special requests.

5.2. **Creating a request with a User Offer:** You may submit a User Offer. The Platform routes the request to suitable Service Providers.

5.3. **Counter Bids and matching:** Service Providers may accept your User Offer or submit Counter Bids. You may accept a Counter Bid to confirm; alternatively a Service Provider may accept your User Offer. The Platform may display the confirmation status.

5.4. **Communications:** For privacy/security, communications may use masked numbers or in-app messaging.

5.5. **Changes:** Requests to change time/location/vehicle class/extra stops may result in additional charges and may require Service Provider approval.

5.6. **Start verification via Verification Code:** When the driver arrives, the Platform may provide you a Verification Code. You provide the code to the driver, and the driver enters it in the Platform. **Unless the Verification Code is entered, the transfer is generally not marked as “started.”**

5.7. **Code issues and alternative verification:** If the code cannot be generated/entered or similar exceptional issues occur, we may apply reasonable alternative verification methods to prevent misuse and maintain service continuity (e.g., support ticket, time/location logs).

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## 6. Pricing, Bid Rules, and Marketing Statements

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

6.2. Statements such as “up to 30% savings” are not guaranteed and are informational/estimated indicators.

6.3. **Anti-fraud / anti-manipulation:** We may apply bid ranges and/or minimum/maximum thresholds to reduce abuse.

6.4. **Manifest Error:** If a Manifest Error occurs, we may correct the price, cancel the Reservation, and refund amounts collected.

6.5. The Total Charge is finalized upon Confirmation; Waiting Time and other Additional Charges may be charged separately.

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## 7. Payment Terms (Pending Funds / Release / Off-Platform Payment Prohibited)

7.1. **Payment infrastructure:** Payments are processed through third-party payment infrastructure. Card details are not stored on the Platform. Transactions are subject to the payment provider's rules, risk controls, and settlement timelines.

7.2. **Charge at booking:** Upon Confirmation, the Total Charge is charged to your payment method. The collected amount may be held as Pending Funds until the transfer is completed.

7.3. **Release:** Release of Pending Funds is triggered **upon confirmation that the transfer has been completed**, and the payout process to the Service Provider is initiated. Completion may be confirmed using Platform completion status, time/location records, support records, and other objective signals.

7.4. **Split and platform fee:** The Total Charge may be allocated between (a) the Service Provider service amount and (b) platform/service fees and applicable taxes/fees, using mechanisms supported by the payment infrastructure.

7.5. **Payout to Service Provider – no employment relationship:** Our role in charging/holding/transferring funds does not create any employer-employee or supervisory relationship with Service Providers.

7.6. **Additional Charges and final amount:** Waiting Time, extra stops, tolls/parking, cleaning/damage and other Additional Charges may update the final amount and may be processed through the payment infrastructure.

7.7. **Refunds, disputes, and chargebacks:** Refunds/disputes/chargebacks may be handled under payment provider rules. We may review records, request supporting evidence, and temporarily pause payouts while a dispute is pending.

7.8. **Off-platform payments prohibited:** Cash payments or off-platform arrangements are prohibited and may lead to account suspension/termination.

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## 8. Cancellation, Refunds, No-Show, and Waiting Time

8.1. **Free Cancellation (regardless of vehicle class):** If you cancel at least **12 hours** before the Scheduled Service Time, you receive a **full refund**. This rule applies regardless of vehicle class.

8.2. **Tiered cancellation deductions (without applying waiting rules):** If you cancel closer to the Scheduled Service Time, the following deductions apply and the remaining amount is refunded:

- Cancel less than **12 hours** but up to **9 hours** before: **10% deduction, 90% refund**
- Cancel less than **9 hours** but up to **6 hours** before: **15% deduction, 85% refund**
- Cancel less than **6 hours** but up to **3 hours** before: **20% deduction, 80% refund**

- Cancel less than **3 hours** but up to **1 hour** before: **50% deduction, 50% refund**
- Cancel within the **final 1 hour**: **100% deduction, no refund**

8.3. **No-Show:** If you do not appear at the designated pickup point, cannot be reached after reasonable attempts, or service cannot be objectively performed, it may be treated as a No-Show. **In a No-Show, a 100% deduction generally applies and no refund is issued.**

8.4. **Waiting Time:** For airport pickups, **30 minutes** of free waiting time may apply from the landing time; for other pickup points, **15 minutes** of free waiting time may apply. After the free period, per-minute waiting charges may apply and be added to the Total Charge.

8.5. **Refund method:** Refunds are issued to the **original payment method** and may take time depending on the bank/payment provider. If cancelled within the free cancellation window in Section 8.1, the amount is refunded through the payment infrastructure. If cancelled under Section 8.2, the remaining amount after deduction is refunded.

8.6. **Verification Code and No-Show:** If, after the driver arrives, you fail to share the Verification Code within a reasonable time and/or cannot be reached after reasonable attempts, and the free waiting period is exceeded, the situation may be treated as a No-Show and **Section 8.3** may apply.

8.7. **Unconditional Refund Option (Optional):** If offered at checkout, you may purchase the Unconditional Refund Option for a specific Reservation.

8.8. **How the Unconditional Refund Fee is set and displayed:** The Unconditional Refund Fee may be dynamically determined based on time remaining until Scheduled Service Time, location, vehicle/operational conditions, supply-demand, historical cancellation rates, and similar risk parameters, and is displayed as a separate line item at checkout.

8.9. **Coverage (100% refund) and exception:** If you purchased the Unconditional Refund Option, and you complete the cancellation through the Platform **before** the Scheduled Service Time, you are entitled to a **100% refund of the Total Charge**, regardless of when you cancel (including within the final 1 hour). This refund applies to the Total Charge only. **The Unconditional Refund Fee is not refunded.**

8.10. **Relationship to the tiered cancellation table:** For Reservations where the Unconditional Refund Option is purchased, Sections 8.1 and 8.2 do not apply; Section 8.9 applies instead.

8.11. **Relationship to No-Show and Verification Code:** The Unconditional Refund Option does not automatically cover No-Show situations. To benefit from the Unconditional Refund Option, you must cancel through the Platform before the Scheduled Service Time.

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

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

9.2. **Cleaning/damage:** If you cause unusual soiling or damage, cleaning/repair fees may be

charged.

9.3. **Lost items:** A fee may be charged to cover the driver's time/fuel costs for returning lost items.

9.4. **Dashcam/recording:** Some Service Providers may record audio/video for safety. Audio recording is subject to applicable consent laws; where required, notice/consent must be provided.

9.5. **Pets/extra baggage/child seats:** Acceptance depends on the Service Provider and vehicle class and may involve additional charges.

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## 10. Promotions

10.1. We may offer promotions from time to time. Eligibility, duration, and rules will be displayed in the Platform.

10.2. Abuse (multiple accounts, automation, fraudulent activity) may result in cancellation of promotions and account suspension.

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## 11. Third-Party Services and Integrations

11.1. The Platform may use third-party services (maps, payments, communications, analytics). Their terms may also apply.

11.2. To the fullest extent permitted by law, our liability for third-party outages/errors is limited.

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## 12. Intellectual Property, License, and Prohibited Uses

12.1. The Platform, trademarks, logos, interface, software, algorithms, and content are owned by the Company and/or 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 interference with the service are prohibited.

12.4. Feedback you provide may be used by the Company without restriction or compensation.

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## 13. Privacy, Cookies, and Communications

13.1. Personal data is processed in accordance with the privacy disclosures/policies presented on the Platform.

13.2. Cookies/SDK usage may be governed by a cookie policy.

13.3. You agree to receive service communications (Reservation, safety, payment) via email/SMS/push; marketing preferences may be managed where available.

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## 14. Disclaimer

14.1. The Platform and services are provided “as is” and “as available.” We do not guarantee uninterrupted, error-free, timely service or any specific outcome.

14.2. We are not responsible for Service Providers’ acts/omissions or risks arising during transportation; transportation is provided by Service Providers.

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## 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 data).

15.2. The Company’s total liability is limited to the lesser of (a) the total amount you paid to the Platform in the 12 months preceding the event, or (b) **USD \$1,000**.

15.3. These limitations do not eliminate non-waivable consumer rights; enforceability may vary by jurisdiction.

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## 16. Indemnification

You agree to indemnify and hold the Company harmless from claims arising out of your breach of these Terms, misuse of the Platform, third-party rights violations, or your fault, including reasonable attorneys’ fees.

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## 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 needs, and security risks.

17.2. We may restrict or suspend access while an investigation is ongoing.

17.3. You may submit appeals to [contact@transferbid.com](mailto:contact@transferbid.com); we will review within a reasonable time.

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## 18. Dispute Resolution (Arbitration / Class Action Waiver) – U.S. & California

18.1. **Informal Resolution:** Before initiating formal proceedings, the parties will attempt to resolve disputes in good faith for 30 days after written notice. Notice:

**contact@transferbid.com**

18.2. **Binding Individual Arbitration (U.S.):** For U.S. residents, disputes may be resolved by binding individual arbitration under AAA Consumer Arbitration Rules.

18.3. **EFAA Exception:** Claims relating to sexual assault or sexual harassment are not subject to forced arbitration; you may choose court instead.

18.4. **Class Action Waiver:** Disputes may be brought only on an individual basis. Class, representative, or group actions are waived. In mass arbitration scenarios, the parties may use AAA-compliant batching/bellwether procedures.

18.5. **California Provisions:**

(a) Small claims rights are preserved; if eligible, you may not be forced into arbitration.

(b) If arbitration proceeds, venue is California and California substantive law applies; contrary provisions may be voidable at the consumer's election.

(c) Minimum discovery standards may apply.

(d) Waivers preventing public injunctive relief in any forum may be unenforceable in California; such claims may be brought in court to the extent required.

18.6. **Opt-Out:** You may opt out of arbitration by emailing **contact@transferbid.com** within 30 days of acceptance, including your name/account email and the phrase "Arbitration Opt-Out."

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## 19. Governing Law and Non-Waivable Local Rights

19.1. These Terms are governed by Delaware law, without regard to conflict-of-laws principles.

19.2. Non-waivable local consumer protections remain in effect.

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## 20. Force Majeure

We are not liable for delays or failure to perform caused by events beyond our reasonable control (natural disasters, strikes, war, terrorism, government actions, infrastructure outages, internet/telecom failures).

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## 21. Changes and Notices

21.1. We may update these Terms; material changes may be communicated via in-app notice and/or email.

21.2. Continued use of the Platform after the effective date of updates may constitute acceptance (subject to non-waivable local rights).

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## **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/successors.

22.3. **Entire agreement:** These Terms constitute the entire agreement between you and the Company regarding the Platform.