



# WeDrive Terms of Use and Principles

WHILL is building WeDrive to promote openness and community building by giving individuals greater power to share and connect. Achieving these principles should be constrained only by limitations of law, technology, and evolving social norms. We therefore establish these Terms of Use and Principles as the foundation of the rights and responsibilities of those within the WeDrive Service. By using WeDrive, you agree to adhere to the following Terms of Use and Principles.

## Terms of Use

### People who use WeDrive acknowledge the following:

- WHILL Model A is not considered a medical device and has not been submitted to the Food and Drug Administration for review or clearance.
- Products that are not medical devices (such as the Model A) should not be promoted as though they are medical devices.
- WHILL Model M CAUTION: Federal law restricts this device to sale by or on the order of a physician.
- A medical device product (such as Model M) should not be promoted outside of its intended use. (For Model M, the intended use is mobility for people restricted to a seated position.)
- WHILL is not responsible for how people represent the company, brand, products, features, and benefits in WeDrive.
- Rights of Content: The users themselves retain the right to all text, pictures and other content that they create in the service. The users allow others to utilize the content in accordance with the nature of the service and furthermore allow the service provider to file information and data and make changes that are necessary for the service, however other rights are not transferred from the users, unless specifically otherwise agreed. The responsibility of the content lies with the user, who has produced it to the

service. The service provider has the right to remove any material when it deems it necessary.

- Disclaimer: No guarantees of the functioning of the WeDrive service are given. The users are themselves responsible for their actions in the service and they should estimate the reliability of other users before dealing with them. The service provider can under no circumstances be liable for damage that is caused to the user. The user may not store any information or data in the service, and expect it to remain there.
- The Removal of a User: The service provider has the right to remove any users from WeDrive and terminate their right of use of the service without any specific reason and without being liable for compensation.
- Applicable Jurisdiction: The jurisdiction that is applicable in this service and these terms of use is that of California, USA.

## Principles

### Freedom to Share and Connect

People should have the freedom to share whatever information they want, in any medium and any format, and have the right to connect online with anyone - any person, organization or service - as long as they both consent to the connection.

### Ownership and Control of Information

People should own their information including their type of mobility device, condition/diagnosis for needing a mobility device, and how they use and transport said mobility device. They should have the freedom to share it with anyone they want and take it with them anywhere they want, including removing it from the WeDrive Service.

### Free Flow of Information

People should have the freedom to access all of the information made available to them by others. This includes personal profiles and test drive listings. People should also have practical tools that make it easy, quick, and efficient to share and access this information.

### Fundamental Equality

Every Person - whether individual, organization, or other entity - should have representation and access to distribution and information within the WeDrive Service, regardless of the Person's primary activity. There should be a single set of principles, rights, and responsibilities that should apply to all People using the WeDrive Service.

## Social Value

People should have the freedom to build trust and reputation through their identity and connections, and should not have their presence on the WeDrive Service removed for reasons other than those described in WeDrive's Statement of Rights and Responsibilities.

## Fundamental Service

People should be able to use WeDrive for free to establish a presence, connect with others, and share information with them. Every Person should be able to use the WeDrive Service regardless of his or her level of participation, contribution, mobility device(s) he or she owns, disability, and usage of their mobility device(s).