**RIDES2U, INC.**

**USER TERMS OF SERVICE**

Please Read Carefully.

**Updated:** August 7, 2023

1. **INTRODUCTION**

**LEGAL NOTICE: ACCESSING THE SERVICES OR VIEWING ANY OF ITS CONTENTS SHALL CONSTITUTE YOUR AGREEMENT WITH THE TERMS AND CONDITIONS BELOW.**

These terms and conditions (“**Terms**”) are between Rides2U, Inc. (“**Company**”, “**we**”, “**our**”, and “**us**”) and you (“**you**” and “**your**”) and govern your access to and/or use of our website located at www.rides2u.com, mobile and/or web applications, technology, facilities and platform (including without limitation any services, products, content, downloads, and/or any other materials available therein) (collectively, the “**Services**”). If you do not agree with these Terms, you must not use the Services.

BY ACCESSING AND/OR USING THE SERVICES IN ANY MANNER, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE TERMS, AS WELL AS ALL OTHER APPLICABLE RULES OR POLICIES, TERMS AND CONDITIONS THAT ARE AND/OR MAY BE ESTABLISHED BY COMPANY FROM TIME TO TIME (INCLUDING WITHOUT LIMITATION COMPANY’S GENERAL GUIDELINES; PRIVACY NOTICE; LOST, DAMAGED OR MISPLACED PROPERTY POLICY; ACCESSIBILITY, ASSISTIVE DEVICES AND SERVICE ANIMALS POLICY; NO PETS POLICY; SMOKING POLICY; AND FIREARM PROHIBITION POLICY), AND THE FOREGOING SHALL BE INCORPORATED HEREIN BY REFERENCE. IF AN INDIVIDUAL IS AGREEING TO THESE TERMS ON BEHALF OF A LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THE INDIVIDUAL HAS THE LEGAL AUTHORITY TO BIND SUCH ENTITY. PLEASE READ THESE TERMS CAREFULLY. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCESS AND/OR USE THE SERVICES.

**ARBITRATION NOTICE**: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION CLAUSE BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND COMPANY WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT AND/OR CLASS-WIDE ARBITRATION. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PARTIES ARE WAIVING THEIR RIGHT TO A TRIAL BY JURY IN THE EVENT OF ARBITRATION.

**PRIVACY**: YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND AGREE TO COMPANY’S PRIVACY NOTICE AT [URL], AS IT MAY BE CHANGED FROM TIME TO TIME BY COMPANY IN ITS SOLE AND ABSOLUTE DISCRETION, AND WHICH SUCH THEN-CURRENT VERSION SHALL BE INCORPORATED HEREIN BY REFERENCE (“**PRIVACY NOTICE**”).

Except as specifically provided for herein, nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

**2. OVERVIEW**

a. The Services. Company provides a technology platform that facilitates the arrangement of ride-sharing between drivers and riders across Northwest Indiana and Chicagoland, connecting community members, students and families with professional, convenient and secure transportation. Since its inception, Company has enabled thousands to arrange safe and reliable rides, including late-night transportation as well as airport transfers.

b. Creating an Account. The Services may only be used by individuals who have the right and authority to enter into these Terms and are fully able and competent to satisfy the obligations herein. You will need to register for an account in order to access and use the Services. You agree to provide true, accurate, and current information in connection with your access to and/or use of such Services and your account. You may be asked to provide certain information to access certain portions of the Services or to receive certain resources made available by Company. You must ensure that any user IDs, passwords, and other access credentials are kept strictly confidential and not shared with any unauthorized person. From time to time, we may restrict access to all or part of the Services as we may determine in our sole discretion. You will comply with all applicable laws, rules, and/or regulations when accessing and/or using the Services. You are responsible for making necessary arrangements to use the Services, such as securing a mobile device and/or internet access. You are responsible for ensuring that all persons who access the Services through your mobile device and/or internet connection are aware of these Terms and comply with these Terms. You agree to notify Company immediately of any unauthorized access to or use of the Services or any other breach of security.

c. Data Security; Unauthorized Access. You acknowledge and agree that Company utilizes third-party service providers to host and provide the Services and store Your Content (as defined below), and the protection of such data will be in accordance with such third party’s safeguards for the protection and the security and confidentiality of data. You are responsible for properly configuring and using the Services and taking appropriate steps to maintain security, protection, and backup of all of Your Content. Company is not responsible for any unauthorized access to, alteration of, or the deletion, destruction, damage, loss, or failure to store any of, Your Content and data or other information that you submit and/or use in connection with the Services (including as a result of your errors, acts, or omissions).

**3. CHARGES; TAXES; PAYMENT METHOD**

a. Cancellations. Cancellations must occur before fourteen (14) days prior to departure time. Any cancellations within fourteen (14) days are assessed on a case by case basis with partial refund and/or ride credit. An additional cancellation fee may be charged on long distance trips of fifty (50) miles or greater and private passenger trips (trips that do not include ridesharing, a flat cancellation fee of seventy percent (70%) of the trip fee is charged for cancellation of private passenger trips of fifty (50) miles that are cancelled with less than seven (7) days notification. Company recommends that passengers booking private passenger trips obtain travelers’ insurance. Information on travelers’ insurance may be available through the Services.

b. Payments. Company accepts only the payments approved and posted on its Services. Cash is not accepted for trips. Passengers may choose to tip drivers in cash if they desire but should be aware that drivers may not be able to make change.

c. Changes. You agree to pay the upfront quoted price and applicable wait time fees for an estimated route. You may change destinations or add stops to your trip; however, the fee quote provided when you schedule a tripe may be adjusted up or down at the end of the trip if the actual or if the changed route has tolls and surcharges that differ from the estimated route. The price may also change based on the minimum fare per minute and per mile for any changes in the length of the trip, duration of the trip, or route of the trip. Changes to trips over fifty (50) miles or longer will be priced accordingly.

d. Cleaning Fee; Damages. Company may charge you a fee if, during your use of the Services, you have caused damage to a vehicle or property that requires repair or cleaning (“**Repair**” or “**Cleaning**”). The amount of such fee shall be determined, in Company’s sole discretion, based on the type of damage and the severity. Company reserves the right to verify or otherwise require documentation of damages prior to processing a fee. In the event that a Repair or Cleaning request is verified by Company, in its reasonable discretion, Company reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning using your payment method designated in your account. Additionally, if you fail to comply with these Terms, you may be responsible for charges, including without limitation, for transactions that could not be completed properly, arising out of or in connection with your failure to comply with these Terms.

d. Fare Calculations. You agree to pay the upfront estimated fare and applicable wait time fees. All charges due and payable to Company must be paid in full without any deduction, set-off, counterclaim or withholding of any kind unless required by law. In the event that charges are not paid when due, Company may, in addition to other available remedies, suspend your access to all or part of the Services. The estimated fare may be adjusted up or down at the end of the trip if the actual route has tolls and/or surcharges that differ from the estimated route. As noted above, the fare may change if the length, duration, or route of the trip changes. All trips have a flat rate, a mileage fare, a per minute fare and a booking fee. Fares are based on demand surges and are subject to change. When you schedule your trip, you will receive an estimated fare quote which shows your minimum charges. Also calculated into the estimated fare quote is the vehicle size as well as luggage pricing (as detailed in the Services). You will receive an itemized estimated fare at the time of trip confirmation. Receipts are also provided to passengers via the Services at the conclusion of their trip. Drivers will wait a maximum of ten (10) minutes for shared and/or private passengers. After the first five (5) minutes of wait time, passengers are charged a per minute fee of $0.50 per minute. This fee applies retroactively to the late passenger fare. After the passage of ten (10) minutes wait time, the driver will determine the passenger is a no show, cancel the trip and the charge the passenger a late fare.

e. No Show Passengers. Drivers will wait a minimum of ten (10) minutes for shared and/or private passengers. The fee noted in Section 3(d) herein applies retroactively to the late passenger fare. After the passage of ten (10) minutes wait time, the driver will determine the passenger is a no show, cancel the trip and the charge the passenger a late fare.

f. Private Passenger Trips. You may arrange for a private passenger trip and receive an estimated fare quote. Private passenger trips are for long distance trips or to and from airports. All fare policies set forth herein are applicable to private passenger trips.

g. Refund/Disputes. If you believe, in good faith and with proper supporting evidence, that a charge is not valid and properly due or that you are entitled to a refund of a charge (“**Disputed Charge**”), then you shall notify Company in writing (“**Dispute Notice**”) within five (5) days after the dispute arose. You shall specify reasonable details of the nature of the dispute in the Dispute Notice. All requests for refunds will be issued in Company’s sole and absolute discretion. Eligible full or partial refunds will be returned to the passenger’s original payment method within ten (10) business days after being granted, depending upon the passenger’s bank. Refund requests based upon false reports are violations of Company guidelines and will be denied. They may also result in passengers having their account deactivated. If the dispute is not resolved, then either party may at any time thereafter submit such dispute to arbitration as set forth in Article 22.

h. Ridesharing. You are permitted to rideshare, particularly for long distance trips or trips to and from airports. If you are interested in ridesharing, a reservation request should be made within the application platform. You will be provided confirmation via the application once the trip has been scheduled and assigned. In the event another passenger does not join, you may choose to cancel or pay the remaining balance for the designated trip. In particular, passengers should be aware that when they are part of a ridesharing trip, drivers are unable to wait more than five (5) minutes for passengers who are late, who are experiencing flight delays, or other travel issues.

i. Taxes. Company’s charges do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, “**Taxes**“), and you are responsible for paying all Taxes (if any) associated with the charges hereunder.

j. Payment Method. Company uses a third-party payment processor for payment processing. By using the Services and agreeing to these Terms, you also agree to be bound by such third-party payment processor’s applicable terms of service. You are responsible for all transactions processed through the Service and/or such third-party payment processor. The processing of payments or credits; as applicable, in connection with your use of our Services will be subject to the terms, conditions and privacy policies of the third party payment processor and your credit card issuer in addition to these Terms. Company is not responsible for any errors by the third party payment processor. In connection with your use of our Services, Company will obtain certain transaction details which Company will use solely in accordance with Privacy Notice.

**4. PRIVACY NOTICE**

By accessing and/or using our Services, you agree to the Privacy Notice and consent to any personal information we may obtain about you being collected, stored, shared and/or processed in accordance with the Privacy Notice and these Terms.

**5. ELIGIBILITY**

The Services are not available to any users who have had their account temporarily or permanently deactivated. You must be at least eighteen (18) years of age or older to access and/or use the Services. By accessing and/or using the Services, you represent and warrant that you are at least eighteen (18) years of age. No one under the age of eighteen (18) may use the Services, provide any information on the Services or to us. Notwithstanding the foregoing, if you are the parent or legal guardian of a 16 or 17-year old minor you may create an account for such minor to use the Services subject to the following requirements and restrictions: (a) you ensure that the minor’s use of the Services is limited solely to accessing and using the Services where expressly permitted under additional supplemental agreement applicable to such Services, (b) you determine that the Services are suitable for the minor, (c) you ensure that the minor’s use of the Services is done in compliance and acknowledgement of all applicable safety instructions and warnings in these Terms, and any applicable additional agreements, and, (d) you ensure that the minor does not request or accept any rideshare services unless accompanied by you or an authorized guardian, and (e) you explain the terms of these Terms to the minor. For clarity, no unaccompanied person under 18 years old may ride in an autonomous vehicle.

By creating an account for such minor, you hereby give permission and consent to these Terms on the minor’s behalf, you expressly guarantee the minor’s acceptance, and your own acceptance, of the terms set forth herein, and you shall assume any and all responsibility and liability for the minor’s use of the Services. You will be responsible for any breach of the above representations, warranties and/or these Terms, and/or any attempt of the minor to disaffirm the terms set forth herein. Furthermore, you hereby represent that you are fully authorized to execute these Terms on behalf of yourself and all other parents or legal guardians of the minor rider. The ‘Children’s Online Privacy Protection Act’ requires that companies obtain verifiable parental consent before they knowingly collect personal information online from children under the age of thirteen (13). Company does not knowingly collect or solicit information from children under the age of thirteen (13). If we learn we have collected personal information from a child under the age of thirteen (13), we will delete the information. If you think someone under the age of thirteen (13) has provided us with personal information, please contact us at customerservice@rides2u.com.

**6. COMMUNICATIONS FROM COMPANY**

When accessing and/or using the Services, you are communicating with us electronically, and consent to receive communications from us electronically using written, electronic, and/or verbal means, including by manual dialing, email, leaving prerecorded/artificial voice messages, push notifications, and/or using an automatic telephone dialing system to text message or call your mobile/cellular telephone number, as necessary to complete transactions requested by you and to service your account and as permitted by applicable law, even if that phone number is registered on any federal and/or state Do-Not-Call/Do-Not-email registry/ies. **You further understand and agree that you may opt out of receiving text messages from Company at any time, either by replying “STOP” using the mobile device that is the recipient of the messages or by contacting Company**. Notwithstanding the above, Company may contact you by any of the above means, including by SMS, in case of suspected fraud or unlawful activity by you or on your account. Additionally, we offer you the opportunity to enroll to receive recurring promotional SMS/text messages or calls from Company. Promotional messages may include updates concerning new and existing features on the Services, communications concerning marketing or promotions run by us or our third-party partners and news concerning Company. You understand that you are not required to consent to receive promotional texts or calls as a condition of any purchase with Company, including using the Services. Your participation in this program is completely voluntary. We do not charge for this communication service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message frequency varies. Message and data rates may apply. Check your mobile plan and contact your wireless provider for details. You are solely responsible for all charges related to SMS/text messages, including charges from your wireless provider. If you change or deactivate the phone number you provided to Company, you agree to update your account information to help prevent us from inadvertently communicating with anyone who acquires your old number. To the extent permitted by applicable law, you agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the communication service, any errors in such information, and/or any action you may or may not take in reliance on the information or communication service.

We will communicate with you by posting notices on the Services or by other means set forth herein. You may continue to receive electronic communications from Company (which may include without limitation promotional and advertising material and information about Company) unless or until you elect to opt-out of receiving such communications and notify Company at customerservice@rides2u.com that you no longer desire to receive communications from us. You acknowledge and agree that all agreements, notices, disclosures and/or other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

**7. UPDATES TO TERMS**

a. Changes. Company may update these Terms in its sole discretion, at any time, in whole or in part. If Company makes changes and/or modifications that impact your use of and/or access to the Services, we will post notice of the change and/or modification and change the ‘Updated’ date set forth above. You agree that your continued use of the Services following changes and/or modifications will constitute acceptance of such changes and/or modifications. We may also provide you with additional forms of notice as appropriate under the circumstances. If you do not agree to the changes, you shall not use the Services after the effective date of the changes and/or modifications. Please revisit these Terms regularly to ensure that you stay informed of any changes and/or modifications.

b. Additional Terms. Company also reserves the right to post, from time to time, additional rules of usage that apply to specific parts of the Services, which may be posted in the relevant portion of the Services. Your continued use of the Services constitutes your agreement to such additional rules.

**8. USE OF THE SERVICES**

a. Right to Use. These Terms permit you to use the Services for your personal or internal purposes. The Services contain material which is owned by or licensed to Company or which Company otherwise has permission to use. By using the Services and accepting these Terms: (i) Company grants you a limited, nonexclusive, non-transferable, non-sublicensable, revocable right to access and/or use the Services and information provided therein in accordance with the terms and conditions set forth herein and any additional terms, conditions and policies set forth by Company; and (ii) you agree not to reproduce, modify, distribute, create derivative works from, publicly display, publicly perform, republish, download, transmit, store, license, sell and/or re-sell any content, software, products and/or information obtained from and/or accessed through the Services without the express written permission of Company. Notwithstanding the foregoing subsection (ii), your mobile device, computer or other device may temporarily store copies of information required for you to access and view the information and you may store files that are automatically cached by your device for display enhancement purposes. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services in breach of these Terms, your right to use the Services will stop immediately and you must, at our option, return or destroy any copies of the materials you have made.

b. Right to Deny Access and At Your Risk. Company retains the right, in its sole and absolute discretion, to deny access to and/or use of the Services to anyone at any time and for any reason. While we make reasonable efforts to keep the Services accessible, the Services and/or your account may be unavailable from time to time. You understand and agree that there may be interruptions to the Services and/or access to your account due to circumstances within Company’s control (i.e., routine maintenance) and outside of Company’s control. You acknowledge and agree that the use of the Services is at your own risk, including without limitation the risk that you might be exposed to content that is offensive, indecent, inaccurate and/or objectionable. The Services may be modified, updated, suspended and/or discontinued at any time as determined by Company in its sole and absolute discretion and without notice and/or liability, and you acknowledge and agree that you are aware of this, and any risks related thereto. It is important that you remember that Company is a service that connects trips scheduled by passengers and accepted by drivers within our application platform. Passengers make their own decision whether to take a trip through Company. As noted above, our passengers are provided estimated fare quotes up front; an estimated arrival time; and information regarding the assigned driver including vehicle identification, license plate number, and driver name. It is your responsibility to check that this information is correct before entering the vehicle and beginning the trip. Once a passenger decides to enter the vehicle and embark on the trip, they have accepted the terms of service and accepted responsibility for payment of that trip.

c. Prohibited Use and Conditions. Any access to and/or use of the Services and/or information provided by Company other than as specifically authorized herein, without Company’s prior written consent, is strictly prohibited. Without limiting the foregoing, you are responsible for your actions while accessing and/or using the Services, and you shall not use the Services in any manner that violates applicable law, contract, intellectual property, or other third-party rights. You shall not:

* restrict or interfere with another user’s ability to use or enjoy the Services;
* overburden Company’s infrastructure in any manner and/or otherwise damage and/or impair the functionality of the Services;
* gather email addresses through harvesting or automated means;
* post or transmit unauthorized or unsolicited advertising, promotional materials, and/or any other forms of solicitation to other users;
* attempt to access any portion of the Services that is not public and/or override any security measures that are in place;
* introduce any virus, ‘Trojan Horse’, worm or other similarly harmful programming routines or automated systems, including, ‘robots’ or ‘botnets’, that flood the system with information at an unreasonable rate;
* impersonate any other person or entity, use a disguised identity and/or use any misleading and/or false information or statements for any purpose, including but not limited to, gaining access to another user’s account;
* provide content that is harmful, offensive, inaccurate, abusive, indecent, harassing, defamatory, obscene, or otherwise inappropriate language including without limitation, bigotry, racism, discrimination, hatred, or profanity;
* engage in any harassment, stalking, intimidation, blackmail, coercion or embarrass other users;
* sell, resell, copy, reproduce, redistribute, or display publicly the Services or content on the Services other than expressly permitted by Company;
* modify content in the Services in any way, such as the removal of any proprietary rights notices or markings;
* create a link to the Services from another service or document without prior written consent from Company.

Furthermore, Company grants you the rights set forth herein, subject to the following conditions:

* you hereby represent and warrant to Company that (i) all information provided to Company by you is true, complete, and accurate in all respects, and (ii) you are authorized to submit such information to Company;
* you shall not decompile, modify, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Services;
* you may not access all or any part of the Services in order to build a product or service which competes with the Services;
* you shall not copy or imitate part or all of the design, layout, or look-and-feel of the Services or individual sections of it, in any form or media;
* you shall not access any content on the Services via automated means including without limitation crawling, scraping and/or caching;
* you agree not to intentionally hold Company and/or its employees and/or directors up to public scorn, ridicule, or defamation;
* you will prevent unauthorized access to and/or use of the Services and notify Company promptly of any such unauthorized access and/or use;
* you will not attempt to do any of the following: access data not intended for you, monitor the Services for data gathering purposes and/or interfere with the Services in relation to any user in any manner;
* you will not attack the Services via a denial-of-service attack or a distributed denial-of-service attack; and/or
* you shall not use the Services for any unlawful purpose and/or to violate any federal, state, international law, code of conduct and/or other guidelines which may be applicable to the Services.

d. No Confidentiality. Company shall not be subject to any obligations of confidentiality regarding any information and/or materials submitted through the Services except as otherwise expressly specified in these Terms and/or the Privacy Notice and/or as set forth in any additional terms and conditions relating to specific products and/or services utilized by Company in conjunction with the Services, and/or as otherwise required by law. The commercial use, reproduction, transmission or distribution of any information, software or other material available through the Services without the prior written consent of Company is strictly prohibited. Company may take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services. Company has the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS AFFILIATES, SUBSIDIARIES, LICENSORS AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY COMPANY DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER COMPANY OR LAW ENFORCEMENT AUTHORITIES.

e. Passenger Safety. Safety is important to us, and we take precaution to ensure that you enjoy comfortable trips and arrive at your destination safely. Company requests that on each trip, you take the time to do the following:

1. Double check the application for your driver’s information.
2. Match the vehicle license plate number with the one provided to you on the application.
3. Match the vehicle make and model with the information provided to you on the application.
4. Compare the driver’s photograph with the one provided to you on the application.

Passengers are also encouraged to rate their trips as low-rated trips are logged and low-rated drivers may be removed in Company’s discretion. We maintain general guidelines requesting that all passengers and drivers treat others with respect, obey the law, and help to keep each other safe. Any passenger or driver violating these general guidelines may lose their access to the Services.

f. Passenger Restraints. We require all adult passengers to comply with all local, state, and federal statutes and regulations regarding the wearing of seatbelts and other safety equipment. Company requires all children to be seated in age and weight appropriate safety seats in compliance with all local, state, and federal statutes and regulations. This also applies to other safety equipment. Due to the safety reasons associated with providing age and weight appropriate safety equipment, we do not provide child safety seats or booster seats. Passengers are required to provide and install their own child safety seats or booster seats. Children ages twelve (12) and under should travel in the back seat. When picking up passengers with small children, drivers are permitted to allow extra time for the adult passenger to properly install and fit a child safety seat or booster seat before driving off. If a passenger does not have the appropriate child safety seat or booster seat, the driver must cancel the trip. If a driver is not comfortable with a passenger installing a child safety seat or booster seat in their care; if a child does not appear to be within the height and weight requirements for the child safety seat or booster seat; of if a driver otherwise believes that the child cannot be safety transported in the child safety seat or booster seat, the driver may cancel the trip. Drivers may also cancel the trip or terminate the trip when adult passengers refuse to wear safety seatbelts.

**9. ADDITIONAL COMPANY POLICIES**

In addition to the terms set forth herein, you agree to abide by all Company policies implemented from time to time, including but not limited to the following:

a. Alcohol, Drugs, and Other Banned Substances Policy. Company maintains a zero tolerance policy regarding alcohol, drug, and other substance abuse by its drivers. The use of alcohol, drug, and other substance abuse by drivers is not permitted. Alcohol use; drug use; and the use of other substances, such as marijuana or prescription pain medications, are not permitted either while driving for Company or within eight (8) to ten (10) hours prior to the driver’s shift. Open containers of alcohol are not permitted in drivers’ vehicles, either by drivers or passengers. Passengers have the right to decline a trip if they have reason to believe the driver may be under the influence of alcohol, drugs, or other prohibited substances. If the trip has already begun and you have reasons to believe that the driver is impaired, please terminate the trip immediately and report the driver to Company. If necessary, call 911. Drivers may refuse to pick up passengers whom they have reason to believe are intoxicated or under the influence of drugs or substance abuse. If the trip is terminated by the driver prior to the passenger entering the vehicle, the passenger will be unable to rate the driver. If it becomes evident, after the trip has begun that there is reasonable believe that a passenger is intoxicated or under the influence of drugs or substance above, the driver may terminate the trip. If you experience an issue with driver conduct, please report this issue to Company immediately where it will be investigated and appropriate action taken, up to and including driver dismissal.

b. Dangerous Driving Policy. All Company drivers are required to drive responsibly, safely, and to follow all local, state, federal and airport statutes and regulations pertaining to driving and road usage. This includes, but is not limited to following traffic signs, traffic lights, and traffic signals; making turns only when and where permitted to do so; using proper signals before changing lanes or making turns; yielding the right of way to bicyclists, pedestrians, and other vehicles when required; and not driving or stopping in bicycle lanes or pedestrian walkways. Dangerous driving includes but is not limited to distracted driving; drowsy driving; not following traffic laws; aggressive driving; and driving under the influence. Distracted driving can take various different forms such as talking on a cell phone; texting; adjusting seat, sun visor, etc.; and drinking a beverage or eating while driving. Aggressive driving includes but is not limited to, speeding; tailgating; improper passing; driving in the wrong lane; exhibiting road rage; and swerving. If you experience an issue with driver conduct, please report this issue to Company immediately where it will be investigated and appropriate action taken, up to and including driver dismissal. False reporting by passengers is a violation of Company policies and reports determined to be false will not be held against drivers.

c. Drowsy Driving Policy. All Company drivers are required to drive responsibly, safely, and to follow all local, state, federal and airport statutes and regulations pertaining to driving and road usage. This includes, but is not limited to following traffic signs, traffic lights, and traffic signals; making turns only when and where permitted to do so; using proper signals before changing lanes or making turns; yielding the right of way to bicyclists, pedestrians, and other vehicles when required; and not driving or stopping in bicycle lanes or pedestrian walkways. Drowsy driving occurs when drivers are tired. Signs and symptoms of drowsy driving include the appearance of being tired, exhausted, or sleepy; frequent eye blinking; having trouble holding their head up and/or keeping their eyes on the road; frequent yawns; appearing to nod off; following other vehicles too closely or tailgating; unable to maintain their vehicle safely in the proper lane or unable to properly keep the vehicle on the roadway. Drowsy driving can cause slower driver reaction times; lead to impaired judgment; impair awareness of the situation; impair vision; lead to increased risk taking activity; microsleep where the driver actually dozes off for a few seconds while driving; difficulty with processing information; and impaired memory. Company requires their drivers to be well rested before starting a driving shift; to take breaks every two (2) hours or one hundred (100) miles; to not rely on caffeinated beverages to stay away; and to refrain from alcohol or substance abuse when sleep deprived and planning to drive an upcoming shift.

d. Firearm Prohibition Policy. Unless otherwise allowed by applicable law, to ensure the safety of both its passengers and drivers, Company prohibits the carrying of firearms of any kind by both its drivers and passengers. If you experience an issue with firearms, please report this issue to Company immediately where it will be investigated, and appropriate action taken.

e. Fraud Policy. Company drivers are prohibited from engaging in the practice of fraud. Examples of fraudulent activity include but are not limited to the deliberate increasing of the time or distance of a trip; the acceptance of a trip request without the intention to complete the trip; provoking passengers to cancel their trip for fraudulent purposes; charging fraudulent fees or charges, such as false cleaning fees or false property damage fees; purposefully requesting, accepting, and/or completing fraudulent or falsified trips; disruptive or manipulative actions and behaviors; claiming to complete a trip that was not actually completed; abusing promotions or promoting false promotions; disputing charges for false, fraudulent, illegal or illegitimate reasons; improperly duplicating accounts; and falsifying accounts, records and other documents. Passengers who believe their driver has engaged in fraudulent activity should report the incident immediately to Company. Each incident will be investigated, and appropriate action will be determined and carried out. Company drivers caught engaging in the practice of fraud will lose their driving privileges with Company. False reports of fraudulent activity by Company drivers will not be held against the drivers. Passengers are also discouraged from engaging in fraudulent practices. The use of someone else’s identification or falsification of information is not permitted and could lead to passengers being suspended from using the services of Company.

f. Impaired Driving Policy. All Company drivers are required to drive responsibly, safely, and to follow all local, state, federal and airport statutes and regulations pertaining to driving and road usage. This includes, but is not limited to following traffic signs, traffic lights, and traffic signals; making turns only when and where permitted to do so; using proper signals before changing lanes or making turns; yielding the right of way to bicyclists, pedestrians, and other vehicles when required; and not driving or stopping in bicycle lanes or pedestrian walkways. Company drivers are not permitted to drive while using alcohol, drugs, or other substances that may impair their ability to drive safely. Passengers have the right to decline a trip if they have reason to believe the driver may be under the influence of alcohol, drugs, or other prohibited substances. If the trip has already begun and you have reasons to believe that the driver is impaired, please terminate the trip immediately and report the driver to Company. If necessary, call 911.

g. Non-Discrimination Policy. The goal of Company is to provide safe and reliable services to all passengers. In its efforts to reach this goal, Company prohibits discrimination against all clients and passengers regardless of their race, religion, national origin, disability, marital status, sex, sexual orientation, pregnancy, gender identity, age, or any other characteristics protected under federal and state law. Such prohibited discrimination includes but is not limited to the refusal of any agent or employee or Company to provide or accept the services of Company based on any of the aforementioned characteristics. Any violation of Company’s non-discrimination policy should be reported to the management of Company immediately. Relevant federal, state, and local laws may require or permit providing services by and for the benefit of specific categories of individuals. In these instances, the services being offered in compliance of these relevant federal, state, and local laws are permitted under the terms of Company’s Non-Discrimination Policy.

h. Smoking Prohibition Policy. Company prohibits smoking by passengers while in drivers’ vehicles. Company prohibits smoking by its drivers when passengers are in the vehicle. The driver may terminate the trip if a passenger attempts to smoke in a vehicle, is asked to stop and refuses to do so. If a passenger encounters an issue with a driver or another passenger smoking while in the vehicle, they should report the issue to Company. Each incident will be investigated, and appropriate action will be taken. Reports against drivers that are proven to be false will not be held against the driver.

i. Accessibility, Assistive Devices and Service Animals Policy. In compliance with local, state, and federal statutes (including the Americans with Disabilities Act) and regulations, Company provides service to all disabled passengers who can get into cars/automobiles on their own, including passengers with service animals. Company assists passengers with storage of mobility devices and does not charge higher fares or additional fees to these passengers. Company prohibits its drivers from denying service to a rider with a service animal. There are no exceptions to this policy for drivers’ religious objections, allergies to pet dander or hair, or a fear of animals, or other similar objections.

The ***only*** permissible circumstance for refusing passengers traveling with service animals is if the animal is not under control, is being disruptive, or is threatening the safety of others. Drivers are ***not*** permitted to make assumptions based on past experiences with other animals and must consider the behavior of each animal individually. Examples of disruptive behavior include but are not limited to the animal being overly friendly, the animal disturbing other passengers’ belongings, growling and being threatening, and lunging toward passengers and/or other animals. It is the passenger/owner’s responsibility to ensure that these types of incidents do not occur and to immediately stop them in the event that they do occur.

Service animals are defined as animals trained to work with or perform tasks for passengers with disabilities. Examples of tasks performed by service animals include but are not limited to alerting people who are deaf; alerting and protecting an individual having a seizure; pulling a wheelchair or carrying and picking up things for individuals with mobility disabilities; and assisting individuals with mobility disabilities with balance.

As a Company driver, if you are unsure whether a passenger’s animal is a service animal, you may ask if the animal is a service animal and what tasks the animal is trained to perform for the passenger. Drivers’ questions should be asked only to identify the role of the animal. Questions should also be as brief as possible, and drivers are not permitted to ask personal or intrusive questions. In the rare event that a lengthy conversation is necessary, this conversation should not take place in front of other passengers. When accepting a trip, drivers are ***not*** permitted to ask if the passenger will be accompanied by a service animal.

Service animals are not required to wear tags identifying them as service animals. Service animals are not required to be registered or to display any type of proof that they are service animals. While you may ask if the animal is a service animal and what type of tasks it performs, you may ***not*** ask the passenger to provide any type of documentation regarding the service animal’s status.

Neither passengers nor their service animals can be required to sit in a specific seat or location in the driver’s vehicle. Service animals do not have to occupy a passenger seat in the vehicle but may ride on the floor of the vehicle. Drivers are not required to displace another paying passenger to make room for a passenger. The driver may ***not*** ask the passenger to be separated from the service animal inside the vehicle.

Passengers with service animals are not required to pay cleaning fees for animal hair or shedding. Likewise, drivers for Company are not entitled to such fees. However, passengers may be charged a cleaning fee if the service animal urinates or defecates in the driver’s vehicle. A fee, to include the reasonable cost of repair, may also be charged if the service animal damages the driver’s vehicle.

j. Zero Tolerance Policy. Company maintains a zero tolerance policy for its drivers. All Company drivers are required to drive responsibly, safely, and to follow all local, state, federal and airport statutes and regulations pertaining to driving and road usage. This includes, but is not limited to following traffic signs, traffic lights, and traffic signals; making turns only when and where permitted to do so; using proper signals before changing lanes or making turns; yielding the right of way to bicyclists, pedestrians, and other vehicles when required; and not driving or stopping in bicycle lanes or pedestrian walkways. Sexual assault and sexual misconduct of any type is prohibited. Drivers are permitted to talk with passengers but must refrain from commenting on passengers’ appearance, marital status, or requesting other personal information. Sexual assault and sexual misconduct are defined as sexual conduct or behavior without the explicit consent of the other person. Drivers are to refrain from alcohol, drugs, or other substance abuse as detailed in the policies listed below. Drivers are to exhibit appropriate conduct at all times and to treat their passengers with dignity and respect.

**10. MOBILE SERVICES**

If you access the Services through a mobile device, you agree that information about your use of the Services through your mobile device and carrier may be communicated to us, including but not limited to your mobile carrier, your mobile device, or your physical location. In addition, use of the Services through a mobile device may cause data to be displayed on and through your mobile device. By accessing the Services using a mobile device, you represent that to the extent you import any of your data to your mobile device that you have authority to share the transferred data with your mobile carrier or other access provider. In the event you change or deactivate your mobile account, you must promptly update your account information to ensure that your messages are not sent to the person that acquires your old number and failure to do so is your responsibility. You acknowledge that you are responsible for all charges and necessary permissions related to accessing the Services through your mobile access provider. Therefore, you should check with your provider to find out if the Services are available and the terms for these services for your specific mobile devices. Company is not responsible for the Services not displaying or working correctly on mobile services.

**11. OWNERSHIP**

The Services and their entire contents, features and functionality are owned by Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary right laws. Any redistribution or reproduction of part or all of the contents of the Services, including but not limited to text, graphics, images, photographs, videos, illustrations, trademarks, trade names, service marks, trade dress, logos, slogans, and/or proprietary technology currently used, or which may be developed and/or used in the future in any form is prohibited. As between the parties, Company and/or its licensors are the sole owner of: (i) the Services and information provided by Company; (ii) any data or metadata created, aggregated, or generated by access to and/or use of the Services; and (iii) all of its source code, object code, software, content, copyrights, trademarks, patents, improvements, enhancements, derivatives, and any other intellectual property rights related to (i) and (ii) or included therein. Subject to the limited rights expressly granted hereunder, Company and/or its third-party licensors reserve all right, title, and interest in and to the Services and related information, including without limitation all related worldwide intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.  Any use of the Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

**12. TRADEMARKS**

“Rides2U” and/or Company logos, icons and other marks identifying Company and/or the Services are trademarks of Company and may not be used without prior written permission. All rights not expressly granted in these Terms are reserved to Company.

**13. YOUR CONTENT**

During the course of your access to and/or use of the Services, you may enter, post and/or upload content and information (collectively, “**Your Content**”). You are responsible for providing Your Content and/or information and responsible for the accuracy, quality, integrity, and legality of such data. You hereby grant Company a worldwide, non-exclusive right and license to reproduce, distribute and display the Your Content as necessary to provide the Services. You represent and warrant that you own all of Your Content or that you have permission from the rightful owner to use each of the elements of Your Content, and that you have all rights necessary for Company to use the Your Content in connection with the Services. You retain title, all ownership rights, and all intellectual property, in and to the Your Content and reserve all rights not expressly granted to Company. Your Content excludes any content available in the public domain, and any content owned or licensed by Company, whether in connection with providing the Services or otherwise. Company may use, subject to the terms of its Privacy Notice, information collected in your use of the Services. You hereby grant to Company a non-transferable, non-exclusive, worldwide, perpetual, license to use Your Content for its commercial purposes so long as the Your Content is anonymized whereby personally identifiable information is removed.

**14. RELIANCE ON INFORMATION POSTED OR PROVIDED BY COMPANY**

The Services are intended to be used and must be used for ride-share purposes only. Company does not review any data or other information provided on or through the Services for specific values, security, or any other purposes. Company does not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. Company disclaims all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Services, or by anyone who may be informed of any of their contents. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

**15. FEEDBACK****; PROMOTION AND REFERRALS**

a. If you choose to submit any questions, comments, ideas, suggestions, inventions, or other information (“**Feedback**”) to Company, such Feedback is non-confidential and will become the sole property of Company. Company will be able to use any Feedback for any purpose including the developing, creating and/or marketing of products or services and you acknowledge Company will give no credit or compensation to you and you have no rights to the same. Company has no obligations to review any Feedback and may use and redistribute Feedback for any purpose without restriction in its sole and absolute discretion.

b. We may, in our sole discretion, make available various referral or promotional programs. We reserve the right to withhold or deduct credits or benefits in the event we determine that the receipt of such credit was in error, fraudulent, illegal or in violation of the applicable promotional terms. We may terminate, modify or cancel any promotions or programs at any time in our discretion and without notice to you. Your participation in any promotion or program will be subject to the terms set forth herein as well as additional rules that will be implemented from time to time.

**16. THIRD-PARTY CONTENT, LINKED SITES, THIRD-PARTY PRODUCTS**

a. Third-Party Content. Company may provide access to applications, services, sites and/or content provided by third parties, including, without limitation, information, opinions, advice, statistical data, text, software, messages, and other materials, whether publicly or privately posted to or emailed or otherwise transmitted through the Services (“**Third-Party Content**”). The third party from whom or which any such Third-Party Content originates is solely responsible for it and Company assumes no responsibility to verify, has no control or influence over, makes no representations regarding, and does not guarantee the accuracy, integrity, or quality of any Third-Party Content. Accordingly, Company does not control or endorse such Third-Party Content and has no liability of any kind to you or any third party for any Third-Party Content. Statements of opinion and commentary in Third-Party Content are those of the third party and, not necessarily those of Company.

b. Linked Sites. Company may, from time to time, include hyperlinks (“**Link(s)**”) to websites or applications operated and maintained by third parties. Such Links are provided for reference and convenience only. Company does not control and is not responsible for the contents, availability, or policies of any website or application accessed via a Link. Company has made no attempt to verify any information contained in any such Links. Furthermore, Company is not a party to or responsible for any access, use or transactions you may engage in with third parties, even if you learn of such parties from Company. If you click on Links, you do so at your own risk and you acknowledge and agree that Company is not liable for any claims and/or damaged related thereto. We encourage you to be aware when leaving the Services and to read the terms and conditions and privacy policy of each Link that is visited. Company reserves the right to terminate any Link at any time in its sole and absolute discretion. Company disclaims all warranties, express and implied, as to the accuracy, validity, and legality and/or otherwise of any materials and/or information contained on such Links.

c. Third-Party Products. There may be third-party products, services, software, and/or social networks (collectively “**Third-Party Products**”) integrated into the Services. Please be aware that Company is not affiliated with any Third-Party Products or the companies or providers that own or control such Third-Party Products. You agree to release Company and such third-party providers from any liability related to your use of any Third-Party Products or any costs or charges related to such Third-Party Products. In order to use any Third-Party Products, you may be required to agree to that company’s terms and conditions and/or privacy policy. You agree to comply with the foregoing when using the Services. Where you decide to use such Third-Party Products, Company is not a party to any contracts created between you and the provider of such Third-Party Product. Company is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with any Third-Party Products.

**17. TERMINATION**

Company reserves the right, in its sole and absolute discretion, to block you or terminate your access to the Services or any portion thereof at any time, without notice, without liability and for any reason including without limitation if Company suspects, in its sole and absolute discretion, that you (by information, investigation, conviction, settlement or otherwise) have violated any of the terms and conditions set forth herein, the Privacy Notice, any other policies provided by Company, or if you engage (or we suspect you have engaged) in an improper or fraudulent manner in connection with your access to and/or use of the Services. In the event you share the access granted hereunder with any person or entity, and/or misuse the Services by any means actionable under a federal, state, and/or local statute, code, regulation, law, and/or civil action, Company will consider your access as having been acquired by fraud and/or misrepresentation and will terminate your access immediately, without liability. In such event, Company retains the right to seek civil and/or criminal redress, the entire cost of which shall be borne solely by you.

If we terminate your account or block you from the Services, you may not access and/or use the Services and you shall not subscribe under a new account unless formally invited by Company. If you commit fraud and/or falsify information in connection with your use of the Services, you shall be liable for any and all damages that we suffer, and we may pursue legal action through relevant local and national law enforcement authorities and may notify your Internet service provider or mobile service provider of any fraudulent activity we associate with you and/or your access to and/or use of the Services.

If you violate these Terms we may block you from the Services and you are prohibited from using the Services. Upon termination, the provisions of these Terms are by their nature intended to survive termination (including without limitation any disclaimers, limitations of liability and indemnities) shall survive such termination.

**18. ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information in the Services that contain typographical errors, inaccuracies, and/or omissions. We reserve the right to: (i) revoke any stated offer; (ii) correct any errors, inaccuracies, and/or omissions; and/or (iii) make changes to prices, content, promotion offers, service and/or product descriptions, specifications, and/or other information without obligation to issue any notice of such changes.

**19. COPYRIGHT COMPLAINTS**

We reserve the right to block access to and/or remove material that we believe in good faith to be copyrighted material that has been illegally distributed by you and/or other third parties and remove and discontinue service to repeat offenders. Should you believe anything in the Services infringes on any copyright that you own or the copyright of others, you may notify the copyright agent (“**Copyright Agent**”) at Rides2U, Inc., Attn: Copyright Agent, [ADDRESS], or at customerservice@rides2u.com. We will respond to clear notices of copyright infringement when you provide the following information: (i) signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) description of the copyrighted work that is claimed to be infringed upon; (iii) description of where the material that is claimed to be infringed upon is located in the Services; (iv) information reasonably sufficient to permit contact (i.e., an address, telephone number, and an e-mail address at which the complaining party may be contacted); (v) statement that the complaining party has a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) statement by the complaining party, made under penalty of perjury, that complaining party is authorized to act on behalf of the intellectual property owner of the right that is allegedly infringed.

The Copyright Agent will not remove content from the Services in response to phone or email notifications regarding allegedly infringing content, since a valid ‘DMCA’ notice must be signed, under penalty of perjury, by the copyright owner or by a person authorized to act on his or her behalf. Please submit such notifications by mail only and as further described by this Section. The Copyright Agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and that such infringement is occurring in the Services. All other inquiries directed to the Copyright Agent will not be responded to.

**20. INDEMNIFICATION**

You agree to indemnify, defend and hold Company and its affiliates, partners, officers, directors, employees, representatives and agents, harmless from and against any and all claims, demands, proceedings, actions, costs, liabilities, losses, awards, fees, damages of any kind, expenses (including without limitation attorneys’ fees) arising out of and/or in relation to: (i) your use, misuse and/or abuse of the Services; (ii) any transaction or relationship between you and any other user of the Services (including without limitation any driver(s) and/or the acceptance of transportation services by you from such driver(s)); (iii) Your Content (including without limitation claims related to intellectual property infringement); (iv) any use of the Services in breach of these Terms, the Privacy Notice and/or any other rules or policies of Company; (v) your violation of any law and/or the rights of a third party; and/or (vi) fraud you commit and/or your intentional misconduct and/or negligence.

**21. DISCLAIMER**

THE SERVICES PROVIDE TECHNOLOGY TO FACILITATE THE ARRANGEMENT OF RIDE-SHARING BETWEEN USERS AND DRIVERS. COMPANY DOES NOT PROVIDE TRANSPORTATION SERVICES AND IS NOT A COMMON CARRIER OR PUBLIC CARRIER. COMPANY CANNOT ENSURE THAT YOU AND/OR A DRIVER WILL COMPLETE AN ARRANGED TRANSPORTATION SERVICE, AND COMPANY HAS NO CONTROL OVER THE QUALITY OR SAFETY OF THE TRANSPORTATION THAT IS ARRANGED THROUGH THE SERVICES. DRIVERS ARE NOT EMPLOYEES OR AGENTS OF COMPANY. ANY POLICIES, PROCEDURES OR OTHER ACTIVITIES UNDERTAKEN BY COMPANY IN CONNECTION WITH YOUR RECEIPT OF TRANSPORTATION SERVICES IS NOT AN INDICATION OF ANY EMPLOYMENT OR AGENCY RELATIONSHIP WITH ANY DRIVER.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND INFORMATION GIVEN OR MADE AVAILABLE BY COMPANY TO YOU ARE PROVIDED ON AN ‘AS IS’, ‘AS AVAILABLE’ BASIS, EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS. YOU ACKNOWLEDGE AND AGREE THAT COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO ANY OTHER USERS OF THE SERVICES, INCLUDING BUT NOT LIMITED TO DRIVERS. COMPANY AND ITS REPRESENTATIVES HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF ACCURACY, AND FROM COURSE OF DEALING, USAGE AND/OR TRADE PRACTICE, COMPLETENESS OR RELIABILITY, TITLE, NONINFRINGEMENT, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY OTHER WARRANTY, CONDITION, GUARANTEE AND/OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM. COMPANY AND ITS REPRESENTATIVES DO NOT REPRESENT AND/OR WARRANT THAT ACCESS TO THE SERVICES AND/OR INFORMATION WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE AND/OR ERROR-FREE, AND/OR LOSS AND/OR SECURITY BREACH OF TRANSMITTED INFORMATION, AND/OR THAT NO VIRUSES WILL BE TRANSMITTED THROUGH ACCESS TO AND/OR USE OF THE SERVICES AND/OR INFORMATION. COMPANY ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT. YOU UNDERSTAND THAT COMPANY CANNOT AND DOES NOT GUARANTEE OR WARRANT THAT INFORMATION AVAILABLE FOR DOWNLOAD FROM THE INTERNET OR THE SERVICES WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO OUR SERVICES FOR ANY RECONSTRUCTION OF ANY LOST DATA. NO ADVICE AND/OR INFORMATION, WHETHER ORAL AND/OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH YOUR ACCESS TO AND/OR USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. TO THE FULLEST EXTENT PROVIDED BY LAW, COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER, MOBILE DEVICE OR OTHER DEVICE, PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR INFORMATION OBTAINED THROUGH THE SERVICES OR RELATED TO YOUR DOWNLOADING OF ANY INFORMATION POSTED IN THE SERVICES, OR ON ANY WEBSITE OR APPLICATION LINKED TO THE SERVICES. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**22. LIMITATION OF LIABILITY**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, YOUR ACCESS TO AND/OR USE OF THE SERVICES (INCUDING WITHOUT LIMITATION YOUR INTERACTIONS WITH OTHER USERS, INCLUDING DRIVERS) IS AT ENTIRELY YOUR OWN RISK. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL COMPANY OR ITS REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES ARISING OUT OF AND/OR RELATED TO YOUR ACCESS TO AND/OR USE OF THE SERVICES, YOUR INABILITY TO ACCESS THE SERVICES AND/OR INFORMATION AND/OR LINKS IN THE SERVICES, INCLUDING WITHOUT LIMITATION THOSE DAMAGES RESULTING FROM LOSS OF USE, DATA AND/OR PROFITS, WHETHER OR NOT FORESEEABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), WARRANTY, STRICT LIABILITY, AND/OR ANY OTHER LEGAL AND/OR EQUITABLE THEORY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. COMPANY’S TOTAL AND CUMULATIVE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND/OR THESE TERMS SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU TO COMPANY FOR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM, OR THE SUM OF $50, WHICHEVER IS GREATER.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS OR LIMITATIONS HEREIN MAY NOT APPLY TO YOU IN SUCH LIMITED CIRCUMSTANCE. IN SUCH STATES, COMPANY’S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS OF THE SERVICES (INCLUDING BUT NOT LIMITED TO DRIVERS). TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, YOU HEREBY RELEASE COMPANY AND ITS REPRESENTATIVES FROM ANY AND ALL CLAIMS AND/OR LIABILITIES RELATED TO ANY PRODUCT AND/OR SERVICE AND/OR ANY ACTION OR INACTION OF OTHER USERS , INCLUDING BUT NOT LIMITED TO ANY HARM CAUSED TO YOU BY ANOTHER USER (INCLUDING BUT NOT LIMITED TO DRIVERS).

If you are a California resident, you hereby waive California Civil Code Section 1542, which states, “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.” If you are a resident of another jurisdiction in which any other statute or common law principles of similar effect applies, you waive the application of such statute or common law with respect to the claims, demands and damages (actual and consequential) released under this Section.

**23. DISPUTE RESOLUTION**

a. Disputes. We want to address your concerns without filing a formal legal case. Before filing a claim against Company, you agree to try to resolve the dispute informally by sending a letter to us describing your claim to: Rides2U, Inc., Attn: Legal Department, [ADDRESS]. We will try to resolve the dispute by contacting you via email, but if we cannot resolve the dispute within thirty (30) days after submission (or within a time period as otherwise agreed to by both parties), you and/or Company agree to resolve any claims related to these Terms through final and binding arbitration. YOU AND COMPANY MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, as set forth below. This agreement to arbitrate (“**Arbitration Agreement**”) is governed by the Federal Arbitration Act (“**FAA**”); but if the FAA is inapplicable for any reason, then this Arbitration Agreement is governed by the laws of the State of Indiana, without regard to choice of law principles. This Arbitration Agreement survives after the Terms terminate or your relationship with Company ends. ANY ARBITRATION UNDER THIS ARBITRATION AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. Except as expressly provided below, this Arbitration Agreement applies to all claims between you and Company, including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders. This Arbitration Agreement also applies to claims between you and Company’s service providers, including but not limited to background check providers and payment processors; and such service providers shall be considered intended third-party beneficiaries of this Arbitration Agreement. Any and all controversies, disputes, demand, counts, claims, or causes of action (collectively “**Actions**”) between you and Company or Company employees, directors, officers, agents, successors, or assigns, shall exclusively be settled through binding and confidential arbitration, except as set forth under ‘Exceptions to Agreement to Arbitrate’ or for any claims that you or Company may take claims to small claims court if the dispute qualifies for hearing by such a court. Such claims include, but are not limited to any dispute, claim or controversy, whether based on past, present, or future events, arising out of or relating to: these Terms and prior versions thereof (including the breach, termination, enforcement, interpretation or validity thereof), the Services, promotions, gift card, referrals or loyalty programs, any other goods or services made available through the Services or a third-party provider, your relationship with Company, the threatened or actual suspension, deactivation or termination of your account or these Terms, background checks performed by or on Company’s behalf, payments made by you or any payments made or allegedly owed to you, any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, wrongful termination, discrimination, harassment, retaliation, fraud, defamation, emotional distress, breach of any express or implied contract or covenant, claims arising under federal or state consumer protection laws; claims arising under antitrust laws, claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act of 1974 (except for individual claims for employee benefits under any benefit plan sponsored by Company and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), and state statutes, if any, addressing the same or similar subject matters, and all other federal and state statutory and common law claims. In all cases, any Actions must be commenced within one (1) year after the cause of action arises.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT YOU AND COMPANY ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT. This Arbitration Agreement is intended to require arbitration of every claim or dispute that can lawfully be arbitrated, except for those claims and disputes which by the terms of this Arbitration Agreement are expressly excluded from the requirement to arbitrate.

b. Opt-Out. You can opt-out and decline this agreement to arbitrate by contacting Company within thirty (30) days from the date that you first became subject to this arbitration provision. You must write to us at Rides2U, Inc., Attn: Opt-Out Arbitration, [ADDRESS]. If you opt out, neither you nor Company can require the other to participate in an arbitration proceeding. In order to be effective, (A) the writing must clearly indicate your intent to opt out of this Arbitration Agreement so long as it is not part of a Pending Settlement Action, (B) the writing must include the name, phone number, and email address associated with your user account, and (C) the email containing the signed writing must be sent within 30 days after the date this Agreement is executed by you. Should you not opt out within the 30-day period, you and Company shall be bound by the terms of this Arbitration Agreement in full. Any opt out that you submit shall not apply to any claims part of a Pending Settlement Action and your claims in any such Pending Settlement Action shall continue to be governed by the arbitration provisions that are contained in the applicable terms of use that you agreed to prior to the effective date of this Arbitration Agreement.

c. Prohibition of Class Actions and Non-Individualized Relief. YOU UNDERSTAND AND AGREE THAT YOU AND COMPANY MAY EACH BRING CLAIMS IN ARBITRATION AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS (“**CLASS ACTION WAIVER**”). YOU UNDERSTAND AND AGREE THAT YOU AND COMPANY BOTH ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING THE FOREGOING, THIS SUBSECTION (C) SHALL NOT APPLY TO REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT CLAIMS BROUGHT AGAINST COMPANY.

d. Arbitration Procedures. Except in the event the claim meets the requirements set forth in the ‘Exceptions to Agreement to Arbitrate’ section below and/or if you opt out of arbitration as described above, all claims shall be settled by binding arbitration in accordance with the American Arbitration Association (“**AAA**”) pursuant to its [**Consumer Arbitration Rules**](https://www.adr.org/Rules) that are in effect at the time the arbitration is initiated, as modified by the terms set forth in this Agreement. Copies of these rules can be obtained at the AAA’s website ([**www.adr.org**](https://www.adr.org/)) (the “**AAA Rules**”). Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules, but in no event shall the arbitrator consolidate more than one person’s claims, or otherwise preside over any form of representative, collective, or class proceeding. The parties may select a different arbitration administrator upon mutual written agreement. . The arbitration shall be held in South Bend, IN, or any other location we agree to. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. You and Company must abide by these rules: (i) the arbitration shall be conducted on an individual basis and not in a class, consolidated or representative action and the arbitrator shall not award class-wide relief; (ii) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (iii) each side pays his, her or its own attorneys’ fees and costs unless the claim(s) at issue permit the prevailing party to be paid its fees and litigation costs, and in such instance, the fees and costs awarded shall be determined by the applicable law. With the exception of subpart (i) above, if any part of this arbitration provision is deemed invalid, unenforceable, or illegal, then the balance of this arbitration provision shall remain in effect and be construed in accordance with its terms as if the invalid, unenforceable, or illegal provision were not contained. If, however, subpart (i) above is found invalid, unenforceable, or illegal, then the entirety of this arbitration provision shall be null and void. All information relating to and/or disclosed by any party in connection with the arbitration of any disputes shall be treated by the parties, their representatives, and the arbitrator as proprietary business information and shall not be disclosed without prior written authorization of the disclosing party.

As part of the arbitration, both you and Company will have the opportunity for reasonable discovery of non-privileged information that is relevant to the claim. The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. The arbitrator will provide a reasoned written statement of the arbitrator’s decision which shall explain the award given and the findings and conclusions on which the decision is based.

The arbitrator will decide the substance of all claims in accordance with applicable law, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different riders or drivers, but is bound by rulings in prior arbitrations involving the same rider or driver to the extent required by applicable law. The arbitrator’s award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided that any award may be challenged in a court of competent jurisdiction.

e. Pending Settlement. If you are a member of a putative class in a lawsuit against Company involving claims and a motion for preliminary approval of a settlement has been filed with the court in that lawsuit prior to this Arbitration Agreement’s effective date (a “**Pending Settlement Action**”), then this Arbitration Agreement shall not apply to your claims in that particular class action. Instead, your claims in that Pending Settlement Action shall continue to be governed by the arbitration provisions contained in the applicable agreement that you accepted prior to this Arbitration Agreement’s effective date.

f. Exceptions to Agreement to Arbitrate. Either you and/or Company may assert claims, if they qualify, in small claims court in South Bend, IN. Company may bring a lawsuit for injunctive relief to stop unauthorized use and/or abuse of the Services, breach of Company’s confidential information and/or intellectual property infringement (for example, trademark, trade secret, copyright and/or patent rights) without first engaging in arbitration and/or the informal dispute-resolution process described herein.

g. Waiver. There is no judge or jury in arbitration and arbitration procedures are simpler and more limited than rules applicable in court. YOU ACKNOWLEDGE, AGREE AND UNDERSTAND THAT, APART FROM THE NARROW EXCEPTIONS ABOVE, COMPANY AND YOU ARE EACH WAIVING ITS RESPECTIVE RIGHTS TO SUE IN COURT, INCLUDING RIGHTS TO RECEIVE A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY-GENERAL ACTION, OR ANY OTHER REPRESENTATIVE PROCEEDING.

**24. USER DISPUTES**

You are solely responsible for interactions with other users, including drivers. Companyreserves the right, but has no obligation, to monitor disputes between users of the Services.

**25. GEOGRAPHIC RESTRICTIONS**

Company headquarters in located in South Bend, IN in the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

**26. CALIFORNIA USERS**

Pursuant to California Civil Code Section 1789.3, any questions about pricing, complaints, or inquiries about Company must be sent to our agent for notice to customerservice@rides2u.com. California users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

**27. GOVERNING LAW AND VENUE**

These Terms shall be governed by, construed, and enforced in accordance with the substantive laws of the State of Indiana, without regard to its conflict of laws principles. Subject to Section 23 above, the parties further agree that any cause of action arising under these Terms shall take place exclusively in the courts situated in South Bend, IN and the parties hereby submit to the venue of the courts situated therein. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

**28. MISCELLANEOUS**

You may have other agreements with Company. Such agreements are separate and in addition to these Terms, unless otherwise agreed to by the parties in writing. You may not assign your rights and/or obligations under these Terms to any other party without our prior written consent. We may assign our rights and/or obligations under these Terms to any other party at our discretion. If any provision and/or term of these Terms shall become or be declared illegal, invalid, or unenforceable for any reason whatsoever, such term and/or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them. If an applicable law is in conflict with any part of these Terms, these Terms will be deemed modified to conform to the law and the other provisions will not be affected by any such modification. No waiver by either you and/or Company of any breach and/or default and/or failure to exercise any right allowed under these Terms is a waiver of any preceding and/or subsequent breach and/or default and/or a waiver and/or forfeiture of any similar and/or future rights under these Terms. These Terms, along with the Privacy Notice and any other rules or policies of Company, constitute the complete and exclusive understanding and agreement between the parties regarding the subject matter herein and supersedes all prior or contemporaneous agreements or understandings written or oral, relating to its subject matter.

**29. CONTACT US**

If you would like to request additional information regarding these Terms or if you have feedback about the Services, please contact us at customerservice@rides2u.com.