

## **RIDENROLL TERMS OF USE**

**Effective Date: October 13, 2023**

PLEASE BE ADVISED: THESE TERMS CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS YOU AND RIDENROLL HAVE AGAINST EACH OTHER CAN BE BROUGHT. THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST RIDENROLL TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING. AS A DRIVER OR DRIVER APPLICANT, YOU HAVE AN OPPORTUNITY TO OPT OUT OF ARBITRATION WITH RESPECT TO CERTAIN CLAIMS AS PROVIDED IN SECTION 26.

By entering into to this Terms, and/or by using or accessing the Services you expressly acknowledge that you understand this Terms (including the dispute resolution and arbitration provisions below) and accept all of its terms. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS, YOU MAY NOT USE OR ACCESS THE SERVICES. If you use the Services of RidenRoll or its affiliates in another country, by using the Services in that country you agree to be subject to RidenRoll's terms of service for that country. The RidenRoll Privacy Policy is incorporated in these Terms by reference.

### **1. DEFINITIONS**

- a. The terms "RidenRoll", "Ourselves", "We" and "Us", collectively refer to RidenRoll Transportation Inc.
- b. The terms "User", "You" and "Your" refers to you, the person accessing the website or the RidenRoll Smartphone App and accepting the RidenRoll's terms and conditions.
- c. "Service" includes both the website, [www.RidenRollcabusa.com](http://www.RidenRollcabusa.com) ("Site") and the RidenRoll Mobile Application ("App")

### **2. ACCEPTANCE OF TERMS**

Your access to and use of the Services is subject exclusively to these Terms. You will not use the Services for any purpose that is unlawful or prohibited by these Terms. By using the Services, you are fully accepting the terms, conditions and disclaimers contained in these Terms. If you do not accept these Terms, you must immediately stop using the Services.

### **3. SERVICES**

The RidenRoll Services provides a technology based marketplace where, among other things, persons who seek transportation to certain destinations or delivery of food and other goods ("Riders") can be matched with transportation options to such destinations or for such deliveries. One option for Riders is to request a ride from rideshare drivers who are driving to or through those destinations ("Drivers"). Drivers, Riders, and any other individuals using the RidenRoll Services are collectively referred to herein as "Users," and the driving oor delivery services provided by Drivers to Riders, and other transportation related services provided by Drivers in connection with the RidenRoll Services are addressed further in the Driver Agreement. As a User, you authorize RidenRoll to match and/or re-match you with Drivers or Riders based on factors such as your location, the requested pickup location, the estimated time to pickup, your destination, User preferences, ride mode, driver mode, membership status, regulatory or other third-party requirements, user statistics, and Services efficiency, and to cancel an existing match based on the same or other considerations. Any decision by a User to offer or accept any rideshare or deliver service is a decision made in such User's sole discretion. A separate agreement is formed between Drivers and Riders when the Rider accepts the rideshare or delivery offered by the Driver.

In certain markets, Riders may have the option to rent transportation or be offered other services through the RidenRoll Services. These rental programs and/or other services are owned or operated by third parties.

In any case, your use of RidenRoll Services through the RidenRoll Services may be subject to additional agreements between you and RidenRoll as applicable to the particular service in the

particular market ("Supplemental Agreements"). Please review any applicable Supplemental Agreements carefully. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF A SUPPLEMENTAL AGREEMENT, YOU MAY NOT RENT OR USE RIDENROLL SERVICES IN SUCH MARKET. In the event of any conflict between these Terms and the terms and conditions of any Supplemental Agreement, the terms of these Terms shall control, unless such Supplemental Agreement specifically states otherwise.

**A. Delivery Services.** You understand and agree that RidenRoll provides the RidenRoll Services to connect you with independent merchants that provide the products and services offered through the Delivery Services. You acknowledge and agree that RidenRoll is not a merchant, retailer, restaurant, grocer, pharmacy, chemist, delivery service, or food preparation business, and has no responsibility or liability for the acts or omissions of any merchant. Merchants are the retailers of the products or services offered through the Delivery Services. RidenRoll is not in the delivery business, does not provide delivery services, and is not a common carrier. RidenRoll provides the Delivery Services to facilitate the transmission of orders by Users to merchants. RidenRoll will not assess or guarantee the suitability, legality, or ability of any merchant. You agree that RidenRoll is not responsible for the merchants' food preparation or product offerings, food or product handling, or the safety of the food or other products, or whether the photographs, images, menu or product listings, catalog, item descriptions, or other menu, product, or catalog information (including nutrition, ingredient, and/or allergen information) displayed through the RidenRoll Services accurately reflect the goods and services sold by the merchants and does not verify merchants' compliance with applicable laws or regulations. You also acknowledge and agree that menu, product, or catalog listings, descriptions, or other information (including photographs or images or nutrition, ingredient, and/or allergen information) displayed through the RidenRoll Services may not have been provided directly by the merchant. RidenRoll has no responsibility or liability for acts or omissions by any merchant. You agree that the goods that you purchase will be prepared by the merchant you have selected, that title to the goods passes from the merchant to you at the merchant's location, and that, for delivery orders, the Driver will be directed by your instructions to transport the products to your designated delivery location. You agree that neither the Driver nor RidenRoll holds title to or acquires any ownership interest in any goods that you order through the Delivery Services. You must not do anything which seeks to create an encumbrance, lien, charge, or other interest in or over the goods that you order until title has passed to you

i) Alcohol and Age Restricted Products:

You may have the option to request delivery or pickup of alcohol products in some locations and from certain merchants. You agree that you will only order alcohol products if you, the intended recipient and Account holder, and anyone who may consume the alcohol products are of legal age to purchase and consume alcohol products in the relevant jurisdiction. You also agree that, upon delivery or pickup of alcohol products, the recipient of any alcohol products will provide valid government-issued identification proving the requisite legal age and that the recipient will not be intoxicated when receiving such products. If you order alcohol products, you understand and acknowledge that the order will only be delivered if the merchant accepts your order. The person delivering alcohol may be legally obligated to refuse delivery pursuant to applicable federal, state, provincial, or local laws, rules, or regulations, including if the recipient is not of legal age, is visibly intoxicated, or is not physically present to accept the delivery, and will be prompted to refuse delivery if the recipient cannot provide a valid government-issued identification proving requisite legal age, is visibly intoxicated, or is not physically present to accept the delivery. If the delivery of alcohol products cannot be completed for one or more of these reasons, you agree and acknowledge that your purchase is non-refundable and you or the intended recipient may not receive any part of the applicable order, including any non-alcohol items that you may have purchased with your alcohol products, and you may also be subject to a non-refundable restocking fee. Alcohol is not available in all locations that are served by the RidenRoll Services. Alcohol may be removed from the RidenRoll Services for specific Users at RidenRoll's sole discretion.

You may also have the option to request delivery or pickup of other age-restricted items from certain merchants, such as certain over-the-counter medication or other products subject to applicable federal, state, provincial, or local laws, rules, or regulations or merchant or

RidenRoll policies requiring age verification. You agree that you will only order age-restricted items if you, the intended recipient and Account holder, or anyone who may consume such products are of legal age to purchase the items. You also agree that, upon delivery or pickup of age-restricted items, the recipient will provide valid government-issued identification proving the requisite legal age for such age-restricted items. The person delivering age-restricted items will refuse delivery pursuant to applicable federal, state, provincial, or local laws, rules, or regulations, including if the recipient cannot provide a valid government-issued identification proving requisite legal age or is not physically present to accept the delivery. If the delivery of age-restricted items cannot be completed for one or more of these reasons, you agree and acknowledge that your purchase is non-refundable and you may not receive any part of your order, including items that are not age-restricted that you may have purchased with your age-restricted items, and you may also be subject to a non-refundable restocking fee.

#### **4. MINORS**

The Services may only be used by individuals who can form legally binding contracts under applicable law. The Services are not available to children (persons under the age of 18) or Users who have had their Account temporarily or permanently deactivated. By becoming a User, you represent and warrant that you are at least 18 years old and that you have the right, authority and capacity to enter into and abide by the terms and conditions of this Terms. You may not allow other persons to use your Account, and you agree that you are the sole authorized user of your account.

#### **5. CHANGES TO SERVICES**

The RidenRoll reserves the right to:

- a. change or remove (temporarily or permanently) the Services provided by the Site, the Apps or any part of it without notice and you confirm that RidenRoll shall not be liable to you for any such change or removal; and
- b. change these Terms at any time, and your continued use of the Service following any changes shall be deemed to be your acceptance of such change.

#### **6. USER ACCOUNTS**

The RidenRoll 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 terms, conditions, and obligations herein. The RidenRoll Services is not available to Users who have had their Account temporarily or permanently deactivated. You may not allow other persons to use your Account, you agree that you are the sole authorized user of your Account, and you may not use your Account on behalf of any third party, except as otherwise expressly permitted by RidenRoll. To use the RidenRoll Services, each User shall create their own individual Account. Each person may only create a single Account, and RidenRoll reserves the right to deactivate any additional or duplicate accounts. Your participation in certain RidenRoll programs and use of certain RidenRoll services may be subject to additional eligibility requirements as determined by RidenRoll.

Your Information is any information you provide, publish or post to or through the Services (including any Account information you provide) or send to other Users (including via in-application feedback or any email feature (your "Information"). You consent to us using your Information to create an Account that will allow you to use the Services and participate in the Services ("Account"). By becoming a User and creating an Account, you represent and warrant that you are at least 18 years old. Our collection and use of personal information in connection with the Services is as provided in RidenRoll's Privacy Policy located at <https://ridenroll.com/page/privacy-policy> ! NEED TO WORK ON THIS ONCE WEBSITE IS AVAILABLE You are solely responsible for your Information and your interactions with other members of the public, and we act only as a passive conduit for your online posting of your Information. You agree to provide and maintain accurate, current and complete information and that we and other members of the public may rely on your Information as accurate, current and complete. To enable RidenRoll to use your Information for the purposes described in the Privacy Policy and these Terms, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity, and database rights you have in your Information, and to use, copy, perform,

display and distribute such Information to prepare derivative works, or incorporate into other works, such Information, in any media now known or not currently known. RidenRoll does not assert any ownership over your Information; rather, as between you and RidenRoll, subject to the rights granted to us in these Terms, you retain full ownership of all of your Information and any intellectual property rights or other proprietary rights associated with your Information.

## **7. INTELLECTUAL PROPERTY**

All intellectual property rights in the Services shall be owned by RidenRoll absolutely and in their entirety. These rights include database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Services are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information ("Submissions") provided by you to us is non-confidential and shall become the sole property of RidenRoll. RidenRoll shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

RidenRoll and other RidenRoll logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of RidenRoll in the United States and/or other countries (collectively, the "RidenRoll Marks"). If you provide Services as a Driver, RidenRoll grants to you, during the term of this Terms, and subject to your compliance with the terms and conditions of this Terms, a limited, revocable, non-exclusive license to display and use the RidenRoll Marks solely in connection with providing your services through the Services ("License"). The License is non-transferable and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without RidenRoll's prior written permission, which it may withhold in its sole discretion. The RidenRoll Marks may not be used in any manner that is likely to cause confusion.

You acknowledge that RidenRoll is the owner and licensor of the RidenRoll Marks, including all goodwill associated therewith, and that your use of the RidenRoll Marks will confer no additional interest in or ownership of the RidenRoll Marks in you but rather inures to the benefit of RidenRoll.

You agree that you will not: (1) create any materials that use the RidenRoll Marks or any derivatives of the RidenRoll Marks as a trademark, service mark, trade name or trade dress, other than as expressly approved by RidenRoll in writing; (2) use the RidenRoll Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the RidenRoll Marks other than in accordance with the terms, conditions and restrictions herein; (3) take any other action that would jeopardize or impair RidenRoll's rights as owner of the RidenRoll Marks or the legality and/or enforceability of the RidenRoll Marks, including, challenging or opposing RidenRoll's ownership in the RidenRoll Marks; (4) apply for trademark registration or renewal of trademark registration of any of the RidenRoll Marks, any derivative of the RidenRoll Marks, any combination of the RidenRoll Marks and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the RidenRoll Marks; (5) use the RidenRoll Marks on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard.

Violation of any provision of this License may result in immediate termination of the License, in RidenRoll's sole discretion. If you create any materials bearing the RidenRoll Marks (in violation of this Terms or otherwise), you agree that upon their creation RidenRoll exclusively owns all right, title and interest in and to such materials, including any modifications to the RidenRoll Marks or derivative works based on the RidenRoll Marks. You further agree to assign any interest or right you may have in such materials to RidenRoll, and to provide information and execute any documents as reasonably requested by RidenRoll to enable RidenRoll to formalize such assignment.

## **8. USER LICENSE**

Unless otherwise expressly stated in writing by RidenRoll, by agreeing to these Terms you are

granted a limited, non-sublicensable license (i.e. a personal and limited right) to access and use the Services for your personal use or internal business use only.

RidenRoll reserves all rights not expressly granted in these Terms. This license is subject to these Terms and does not permit you to engage in any of the following: (a) resale or commercial use of the Services or the Materials; (b) distribution, public performance or public display of any Materials; (c) modifying or otherwise making any derivative uses of the Services or the Materials, or any portion of them; (d) use of any data mining, robots or similar data gathering or extraction methods; (e) downloading (except page caching) of any portion of the Services, the Materials, or any information contained in them, except as expressly permitted on the Services; or (f) any use of the Services or the Materials except for their intended purposes. Any use of the Services or the Materials except as specifically authorized in these Terms, without the prior written permission of RidenRoll, is strictly prohibited and may violate intellectual property rights or other laws. Unless explicitly stated in these Terms, nothing in them shall be interpreted as conferring any license to intellectual property rights, whether by estoppel, implication or other legal principles. RidenRoll can terminate this license at any time, without notice, including where we reasonably consider that: (a) your use of the Services violates these Terms or applicable law; (b) you fraudulently use or misuse the Services; or (c) we are unable to continue providing the Services to you due to technical or legitimate business reasons.

## **9. DISCLAIMERS AND LIMITATION OF LIABILITY**

The following disclaimers are made on behalf of RidenRoll, our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, and shareholders.

RidenRoll does not provide transportation services, and RidenRoll is not a transportation carrier. RidenRoll is not a common carrier or public carrier. It is up to the Driver to decide whether or not to offer a ride to a Rider contacted through the Services, and it is up to the Rider to decide whether or not to accept a ride from any Driver contacted through the Services. We cannot ensure that a Driver or Rider will complete an arranged transportation service. We have no control over the quality or safety of the transportation that occurs as a result of the Services.

The RidenRoll Services is provided on an "as is" basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the RidenRoll Services or Third-Party Services, including the ability to provide or receive rideshare or delivery services at any given location or time. RidenRoll reserves the right, for example, to limit or eliminate access to the RidenRoll Services or Third-Party Services in specific geographic areas and/or at specific times based on commercial viability, public health concerns, or changes in law. To the fullest extent permitted by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

Opinions, advice, statements, offers, or other information or content concerning RidenRoll or made available through the RidenRoll Services, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third parties, whether on the RidenRoll Services or otherwise. We reserve the right, but we have no obligation, to monitor the materials posted on the RidenRoll Services and remove any such material that in our sole opinion violates, or is alleged to violate, the law or these Terms or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

We do not warrant that your use of the RidenRoll Services or Third-Party Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that any defects in the RidenRoll Services will be corrected, or that the RidenRoll Services is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity, availability, accuracy, completeness, and reliability of the RidenRoll Services or Third-Party Services including with respect to mapping, navigation, estimated

times of arrival, and routing services. You are responsible at all times for your conduct and the consequences of your conduct while using the RidenRoll Services.

RidenRoll is not responsible for the conduct, whether online or offline, of any User of the RidenRoll Services or Third-Party Services. You are solely responsible for your interactions with other Users, Riders or Driver Users. We do not procure insurance for, nor are we responsible for, personal belongings left in the car by Drivers or Riders. By using the RidenRoll Services you agree to accept such risks and agree that RidenRoll is not responsible for the acts or omissions of Users on the RidenRoll Services or Third-Party Services.

You are responsible for the use of your Account and RidenRoll expressly disclaims any liability arising from the unauthorized use of your Account. Should you suspect that any unauthorized party may be using your Account or you suspect any other breach of security, you agree to notify us immediately.

It is possible for others to obtain information about you that you provide, publish or post to or through the Services (including any profile information you provide), send to other Users, or share during use of the Services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on or through the Services. Please carefully select the type of information that you post on or through the Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users, or "hackers").

Location data provided by the Services is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither RidenRoll, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the Services. Any of your Information, including geolocational data, you upload, provide, or post on the Services may be accessible to RidenRoll and certain Users of the Services.

RidenRoll advises you to use the Services with a data plan with unlimited or very high data usage limits, and RidenRoll shall not be responsible or liable for any fees, costs, or overage charges associated with any data plan you use to access the Services.

IN NO EVENT WILL RIDENROLL, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS (COLLECTIVELY "RIDENROLL" FOR PURPOSES OF THIS SECTION), BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE SERVICES, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, THE SERVICES, OR THESE TERMS, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR OTHER SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT RIDENROLL HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR OTHER SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## 10. RIDENROLL COMMUNICATIONS

By entering into these Terms or using the RidenRoll Services, you agree to receive communications from us, our affiliates, or our third-party partners, at any of the phone numbers provided to RidenRoll by you or on your behalf, and also via email, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from RidenRoll, its affiliated companies and/or Drivers may include but are not limited to: operational communications concerning your Account or use of the RidenRoll Services or Third-Party Services, updates concerning new and existing features on the RidenRoll Services, communications concerning marketing or promotions run by us or our third-party partners, and news concerning RidenRoll and industry developments. If you change or deactivate the phone number you provided to RidenRoll, you agree to update your Account information to help prevent us from inadvertently communicating with anyone who acquires your old number. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send.

IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. IF YOU WISH TO OPT OUT OF PROMOTIONAL CALLS OR TEXTS, YOU MAY TEXT "END" TO [+1 888 840 2290](tel:+18888402290) NEED TO WORK ON THIS FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS OR CALLS AS A CONDITION OF USING THE RIDENROLL SERVICES OR RELATED SERVICES. IF YOU WISH TO OPT OUT OF ALL TEXTS OR CALLS FROM RIDENROLL (INCLUDING OPERATIONAL OR TRANSACTIONAL TEXTS OR CALLS), YOU CAN TEXT THE WORD "STOPALL" TO [+1 888 840 2290](tel:+18888402290) NEED TO WORK ON THIS FROM THE MOBILE DEVICE RECEIVING THE MESSAGES; HOWEVER, YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL TEXTS MAY IMPACT YOUR USE OF THE RIDENROLL SERVICES OR RELATED SERVICES. WHEN YOU OPT OUT TEXTS OR CALLS, YOU MAY RECEIVE A ONE-TIME OPT-OUT CONFIRMATION TEXT MESSAGE. NO FURTHER MESSAGES WILL BE SENT TO YOUR MOBILE DEVICE, UNLESS INITIATED BY YOU.

## 11. ACCEPTABLE USE

As a condition of use, you promise not to use the Services or Third-Party Services, specifically the Driver to Rider message features ("Communication Services"), for any purpose that is unlawful or prohibited by these Terms, or any other purpose not intended by RidenRoll. We allow you to post information on your profile and to connect with other users. Including the following, but not limited to, you agree not to use the Services or the Communication Services for any of the following purposes:

- 1) To abuse, harass, threaten, impersonate or intimidate any person;
- 2) To violate these Terms;
- 3) To circumvent the Services as provided by RidenRoll or receive RidenRoll trade secret or other confidential information;
- 4) To breach any other agreements you enter into with third parties;
- 5) To post or transmit, or cause to be posted or transmitted, any visual content or communications that are libelous, defamatory, obscene, pornographic, abusive, offensive, profane or that infringes any copyright or other right of any person;
- 6) For any purpose that is not permitted under the laws of the jurisdiction where you are accessing the Services;
- 7) To post or transmit, or cause to be posted or transmitted, any communication designed or intended to obtain password, account or private information from any other user on the Services;
- 8) To create or transmit unwanted 'spam' to any person or any URL;
- 9) To post copyrighted content that does not belong to you;
- 10) You agree not to use any robot, spider, scraper or other automated means to access or use the Services for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass any measures we may use to prevent or restrict Services access;



- 11) To advertise to, or solicit, any user to buy or sell any third-party products or services, or to use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent; or
- 12) modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the RidenRoll Services;
- 13) rent, lease, lend, sell, redistribute, license or sublicense the RidenRoll Services or access to any portion of the RidenRoll Services;
- 14) link directly or indirectly to any other websites;
- 15) transfer, lend, or sell your Account, password and/or identification, or any other User's Information to any other party;
- 16) use a false email address or other identifying information, impersonate or misrepresent any person or entity, or your affiliation with any person or entity, or otherwise omit, misrepresent, or mislead as to the origin or source of any entity accessing the RidenRoll Services;
- 17) discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity or expression, physical or mental disability, medical condition, marital status, age or sexual orientation;
- 18) commercialize the Rideshare Services, Third-Party Services, or our RidenRoll Services without an agreement directly with RidenRoll;
- 19) misuse or abuse the Rideshare Services, Third-Party Services, or our RidenRoll Services in violation of eligibility requirements as determined by RidenRoll;
- 20) violate RidenRoll's harassment and sexual assault policies;
- 21) circumvent any measures implemented by RidenRoll to prevent or address violations of these Terms; or
- 22) To advocate encourage, or assist any third-party in doing any of the foregoing.

RidenRoll takes no responsibility and assumes no liability for any User Content or anything posted through the Communication Services, or for any loss or damage resulting therefrom, nor is RidenRoll liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter when using the Services. Your use of the Services is at your own risk. In addition, these rules do not create any private right of action on the part of any third-party or any reasonable expectation that the Services will not contain any content that is prohibited by such rules. To report a suspected abuse of the Services or a breach of the Terms please send written notice to RidenRoll by email to: [inquiries@RidenRoll.com](mailto:inquiries@RidenRoll.com). You are solely responsible for your interactions with other users of the Services. RidenRoll has no obligation to monitor disputes between you and other users.

## 12. NOTICE AND TAKE DOWN

If you believe your copyright-protected work was posted on RidenRoll without authorization, you may submit a copyright infringement notification. These requests should only be submitted by the copyright owner or an agent authorized to act on the owner's behalf. The fastest and easiest way to notify RidenRoll of alleged copyright infringement is via e-mail at: [inquiries@RidenRoll.com](mailto:inquiries@RidenRoll.com).

### DMCA Notice

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our us with the following information in writing (see 17 U.S.C 512(c)(3) for further details):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interests
- A description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address or item number) of the location where the copyrighted work exists or a copy of the copyrighted work
- Identification of the URL or other specific location on the Service where the material that you claim is infringing is located
- Your address, telephone number, and email address



- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

### **13. INDEMNITY**

You will defend, indemnify, and hold RidenRoll including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the Services and participation in the Services, including: (1) your breach of these Terms or the documents it incorporates by reference; (2) your violation of any law or the rights of a third party, including, Drivers, Riders, other motorists, and pedestrians, as a result of your own interaction with such third party; (3) any allegation that any materials that you submit to us or transmit through the Services or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (4) your ownership, use or operation of a motor vehicle or passenger vehicle, including your provision of Services as a Driver; and/or (5) any other activities in connection with the Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

### **14. DRIVER REPRESENTATIONS, WARRANTIES AND TERMS AND CONDITIONS**

By providing services as a Driver on the Services, you represent, warrant, and agree that:

- a. You possess a valid driver's license and are authorized and medically fit to operate a motor vehicle and have all appropriate licenses, approvals and authority to provide transportation to Riders in all jurisdictions in which you provide Services.
- b. You own, or have the legal right to operate, the vehicle you use when providing Services, and such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind.
- c. You will not engage in reckless behavior while driving, drive unsafely, operate a vehicle that is unsafe to drive, permit an unauthorized third party to accompany you in the vehicle while providing Services, provide Services as a Driver while under the influence of alcohol or drugs, or take action that harms or threatens to harm the safety of the RidenRoll community or third parties.
- d. You will only provide Services using the vehicle that has been reported to, and approved by RidenRoll, and for which a photograph has been provided to RidenRoll, and you will not transport more passengers than can securely be seated in such vehicle (and no more than seven (7) passengers in any instance).
- e. You will not, while providing the Services, operate as a public or common carrier or taxi service, accept street hails, charge for rides (except as expressly provided in this Terms), demand that a rider pay in cash, or use a credit card reader, such as a Square Reader, to accept payment or engage in any other activity in a manner that is inconsistent with your obligations under this Terms.
- f. You will not attempt to defraud RidenRoll or Riders on the Services or in connection with your provision of services. If we suspect that you have engaged in fraudulent activity, we may withhold applicable Fares or other payments for the ride(s) in question.
- g. You will make reasonable accommodation for Riders and/or for service animals, as required by law.
- h. You agree that we may obtain information about you, including your criminal and driving records, and you agree to provide any further necessary authorizations to facilitate our access to such records during the term of the Terms.
- i. You have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) that names or schedules you for the operation of the vehicle you use to provide Services.

- j. You will pay all applicable federal, state and local taxes based on your provision of services and any payments received by you.
- k. Driver is responsible for providing services in accordance with all local, state and federal laws for transportation services.
- l. You will not discriminate against Riders with disabilities and agree to review RidenRoll's applicable anti-discrimination policies. You will make reasonable accommodations as required by law and our wheelchair and service animal policies for Riders who travel with their service animals or who use wheelchairs (or other mobility devices) that can be folded for safe and secure storage in the car's trunk or backseat.
- m. You will comply with RidenRoll's reasonable requests to provide information in connection with Rider complaints, law enforcement requests, or any other incident.

## **15. THIRD-PARTY SERVICES**

In addition to connecting Riders with Drivers, the RidenRoll Services may enable Users to provide services or receive services from other third parties. For example, Users may be able to use the RidenRoll Services to rent a vehicle, order groceries, order food or other services provided by third parties (collectively, the "Third-Party Services"). These Terms between you and RidenRoll governs your use of the RidenRoll Services in connection with the Third-Party Services.

In addition, you understand that the Third-Party Services may also be subject to terms and pricing of the third-party provider (collectively, the "Third-Party Terms") which will govern your relationship with such third-party provider, as applicable. You agree that RidenRoll is not responsible and may not be held liable for the Third-Party Services or the actions or omissions of the third-party provider. Such Third-Party Services may not be investigated, monitored or checked for accuracy, appropriateness, or completeness by RidenRoll, and RidenRoll is not responsible for any Third-Party Services accessed through the RidenRoll Services.

In the event of a conflict in the terms of any Third-Party Terms and these Terms, the terms of these Terms shall control with respect to RidenRoll and your agreements with RidenRoll herein, and the limitations of liability set forth above shall also apply to the third-party provider. The Arbitration Agreement provisions in below shall apply instead of any terms in any Third-Party Terms for all purposes except with respect to claims that are solely against the third-party provider.

## **16. OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools, "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the Site or App, or as a function of the Service, is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the App or Site (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms.

## **17. TERMINATION**

### **A. RidenRoll Termination**

To the fullest extent permitted by applicable law, RidenRoll reserves the right, without notice and in our sole discretion, to terminate your license to use the Services and to block or prevent your future access to and use of the Services, including where we reasonably consider that: (a) your use of the Services violates these Terms or applicable law; (b) you fraudulently use or misuse the Services; or (c) we are unable to continue providing the Services to you due to technical or legitimate business reasons. This includes the ability to terminate or to suspend your access to any purchased products or services. To the fullest extent permitted by applicable law, your only remedy with respect to any

dissatisfaction with (i) the Services, (ii) any term of these Terms, (iii) any policy or practice of RidenRoll in operating the Services, or (iv) any content or information transmitted through the Services, is to terminate your account and to discontinue use of any and all parts of the Services.

#### B. User Termination.

You may deactivate or remove your Account at any time for any reason by or by emailing us at [inquiries@RidenRoll.com](mailto:inquiries@RidenRoll.com). Please allow up to seven (7) days for RidenRoll to deactivate and remove your account.

## 18. CHARGES AND PAYMENT

As a Rider, you understand that request or use of the Services may result in charges to you ("Charges"). Charges include Fares, product prices and other applicable fees, tolls, surcharges, and taxes, plus any tips to the Driver that you elect to pay. RidenRoll has the authority and reserves the right to determine and modify pricing by posting applicable pricing terms to your market's page or quoting you a price for a specific ride at the time you make a request. You are responsible for reviewing the applicable price quote within the RidenRoll App and shall be responsible for all Charges incurred under your User Account regardless of your awareness of such Charges or the amounts thereof.

Rideshare and Delivery Service Fares ("Fares"). There are two types of Fares, quoted and variable.

- ii) **Quoted Fares.** When you make a ride request using the RidenRoll Services, RidenRoll will quote you a Fare at the time of your request. The quote is subject to change until the ride request is confirmed. If the final destination is not the same as the destination in your ride request, or the time or distance of your ride differs substantially from your quoted fare, or if you attempt to abuse the RidenRoll Services, we may, at RidenRoll's sole discretion and determination, cancel the fare quote and charge you a variable fare as described below. RidenRoll does not guarantee that the quoted fare price will be equal to a variable fare for the same ride. Quoted fares may include the Rideshare Service Fees and Other Charges below, as applicable.
- iii) **Variable Fares.** Variable fares consist of a base charge and incremental charges based on the time and distance of your ride. For particularly short rides, minimum fares may apply. Please note that we use GPS data from your Driver's phone to calculate the distance traveled on your ride. We cannot guarantee the availability or accuracy of GPS data. If we lose signal, we will calculate time and distance using available data from your ride. In addition to the variable fare, the total cost of your ride may include the Rideshare Service Fees and Other Charges below, as applicable.

**Facilitation of Charges.** All Charges are facilitated through Stripe, Inc. RidenRoll may replace its third-party payment processing services without notice to you. Charges shall only be made through the App. With the exception of tips, cash payments are strictly prohibited. Your payment of Charges to RidenRoll satisfies your payment obligation for your use of the Services.

**No Refunds.** All Charges are non-refundable. However, we strive to provide the best services possible and may choose to provide refunds in specific situations. If you have any issues with the Services, please send us an email and we will do our best to assist and review. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the Services, any disruption to the Services, or any other reason whatsoever.

#### Service Fees and Other Charges.

- **Service Fee.** RidenRoll may charge a "Service Fee" for each ride, as set forth on the applicable RidenRoll Cities Page.

- **Cancellation Fee.** After requesting a ride you may cancel it through the RidenRoll Services, but note that in certain cases a cancellation fee may apply. RidenRoll may also charge a fee if you fail to show up after requesting a ride.
- **Damage Fee.** If a Driver reports that you have materially damaged the Driver's vehicle, you agree to pay a "Damage Fee" of up to \$500 depending on the extent of the damage (as determined by RidenRoll in its sole discretion), towards vehicle repair or cleaning. RidenRoll reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Damage Fee.
- **Abuse Fee.** If we receive a credible report that you have misused or abused the RidenRoll Services, you agree to pay an "Abuse Fee" of up to \$250 as determined by RidenRoll in its sole discretion. RidenRoll reserves the right (but is not obligated) to verify or otherwise require documentation of abuse prior to processing the Abuse Fee.
- **Tolls.** In some instances tolls, toll estimates, or return tolls may apply to your ride. Please see our Help Center and your market's RidenRoll Cities Page for more information about toll charges. We do not guarantee that the amount charged by RidenRoll will match the toll charged to the Driver, if any.
- **Other Charges.** Other fees and surcharges may apply to your ride, including, but not limited to: actual or anticipated airport fees, state fees, local fees, event fees, fuel surcharges, wait time fees, or distance surcharges as determined by RidenRoll or its marketing partners. In addition, where required by law RidenRoll will collect applicable taxes. See your market's RidenRoll Cities Page for information on other Charges that may apply to your ride.
- **Tips.** Following a ride, you may have the opportunity to elect to tip your Driver in cash or through the RidenRoll Services. You may also elect to set a default tip amount or percentage through the RidenRoll Services. Any tips will be provided entirely to the applicable Driver.

#### General Charges.

- **Supplemental Charges.** Charges related to RidenRoll Services (including the rental of vehicles) may be further detailed in the applicable Supplemental Agreement.
- **Third-Party Charges.** If you choose to purchase Third-Party Services through the RidenRoll Services, you authorize your payment method on file to be charged according to the pricing terms set by RidenRoll or the third-party provider, or as otherwise provided in the terms of the purchased services.
- **Payment Card Authorization.** Upon addition of a new payment method or each request for RidenRoll Services or Third-Party Services, RidenRoll may seek authorization of your selected payment method to verify the payment method, ensure the Charges will be covered, and protect against unauthorized behavior. The authorization is not a charge, however, it may reduce your available credit by the authorization amount until your bank's next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account, you may be subject to overdraft or NSF charges by the bank issuing your debit or prepaid card. RidenRoll is not responsible for these charges and is unable to assist you in recovering them from your issuing bank.

If you are a Driver, you will receive payment in accordance with your Driver Agreement, to be entered into prior to the initiation of providing any transportation services. Additionally, you may be eligible for health care cost and minimum wage pay.

## **19. FORCE MAJEURE**

Neither party shall be liable to the other for any failure to perform any obligation under any Terms which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any agreement contained herein.

## **20. WAIVER AND SEVERABILITY**

Failure of either Party to insist upon strict performance of any provision of this or any Terms or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Terms. No waiver of any of the provisions of this or any Terms shall be effective unless it is expressly stated to be such and signed by both Parties.

If any of these Terms should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such term or condition shall be severed and the remaining Terms shall survive and remain in full force and effect and continue to be binding and enforceable.

## **21. GOVERNING LAW AND JURISDICTION**

These Terms, the Privacy Policy and any separate agreements whereby we provide you services shall be governed by the laws of the State of California. The parties agree exclusive jurisdiction shall be in San Francisco County, California for any and all issues arising out of the Terms or any related documents or transactions.

## **22. ASSIGNMENT**

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by RidenRoll without restriction. Any assignment attempted to be made in violation of this Terms shall be void.

## **23. ENTIRE AGREEMENT**

The Terms, together with the Privacy Policy, Driver Agreement and any other applicable documents and policies is the entire agreement between you and RidenRoll relating to the subject matter herein and will not be modified except in writing, signed or otherwise agreed to by both parties, or by a change to these Terms made by RidenRoll as set forth above. Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

## **24. ACCESSING AND DOWNLOADING FROM THE APPLE APP STORE.** The following applies to any Services accessed through or downloaded from the Apple App Store (an “**App**”):

(i) You acknowledge and agree that (A) the Agreement is between you and RidenRoll only, and not Apple; and (B) RidenRoll, not Apple, is solely responsible for the App and content thereof. Your use of the App must comply with the App Store Terms of Service.

(ii) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

(iii) In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you and to the fullest extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. As between RidenRoll and Apple, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty or condition will be the sole responsibility of RidenRoll.

(iv) You and RidenRoll acknowledge that, as between RidenRoll and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (A) product liability claims; (B) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (C) claims arising under consumer protection or similar legislation.

(v) You and RidenRoll acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, as between RidenRoll and Apple, RidenRoll, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by these Terms.

(vi) You and RidenRoll acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as related to your license of the App, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third-party beneficiary thereof.

(vii) Without limiting any other terms of these Terms, you must comply with all applicable third-party terms of agreement when using the App.

## **25. AGREEMENT SHALL BE BINDING**

These Terms shall be binding upon, and inure to the benefit of, the heirs, executors, administrators, successors and assigns of the parties [unless to the contrary specifically provided in any particular covenant, term or condition hereof].

## **26. ARBITRATION AGREEMENT**

(a) Agreement to Binding Arbitration Between You and RidenRoll.

YOU AND RIDENROLL 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. These Terms to arbitrate ("Arbitration Agreement") is governed by the Federal Arbitration Act and survives after the Agreement terminates or your relationship with RidenRoll ends. ANY ARBITRATION UNDER THESE TERMS 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 (defined below) between you and RidenRoll, 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 RidenRoll'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.

Except as expressly provided below, ALL DISPUTES AND CLAIMS BETWEEN US (EACH A "CLAIM" AND COLLECTIVELY, "CLAIMS") SHALL BE EXCLUSIVELY RESOLVED BY BINDING ARBITRATION SOLELY BETWEEN YOU AND RIDENROLL. These 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 RidenRoll Services, the Services, any other goods or services made available through the RidenRoll Services, your relationship with RidenRoll, the threatened or actual suspension, deactivation or termination of your User Account or these Terms, background checks performed by or on RidenRoll's behalf, payments made by you or any payments made or allegedly owed to you, any promotions or offers made by RidenRoll, 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 (except for individual claims for employee benefits under any benefit plan sponsored by RidenRoll 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. All disputes concerning the arbitrability of a Claim (including disputes about the scope,

applicability, enforceability, revocability or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT YOU AND RIDENROLL 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) Prohibition of Class Actions and Non-Individualized Relief.

YOU UNDERSTAND AND AGREE THAT YOU AND RIDENROLL 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 RIDENROLL 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 (B) SHALL NOT APPLY TO REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT CLAIMS BROUGHT AGAINST RIDENROLL.

The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis. 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.

Notwithstanding any other provision of these Terms, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that the Class Action Waiver is unenforceable as to any Claims, then those Claims shall be severed from any remaining claims and may be brought in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible.

(c) Representative PAGA Waiver.

Notwithstanding any other provision of these Terms or the Arbitration Agreement, to the fullest extent permitted by law: (1) you and RidenRoll agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, including under the California PAGA, both you and RidenRoll agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, "representative PAGA Waiver"). Notwithstanding any other provision of these Terms, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from these Terms; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Agreement or the requirement that any remaining Claims be arbitrated on an individual basis pursuant to the Arbitration Agreement; and (iii) any such representative PAGA or other representative private attorneys general act claims must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any Claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the representative PAGA Waiver is unenforceable with



respect to those Claims, the Parties agree that litigation of those Claims shall be stayed pending the outcome of any individual Claims in arbitration.

(d) Rules Governing the Arbitration.

Any arbitration conducted pursuant to this Arbitration Agreement shall be administered by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules that are in effect at the time the arbitration is initiated, as modified by the terms set forth in these Terms. Copies of these rules can be obtained at the AAA's website ([www.adr.org](http://www.adr.org)) (the "AAA Rules") or by calling the AAA at 1-800-778-7879. 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.

As part of the arbitration, both you and RidenRoll 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) Arbitration Fees and Awards.

The payment of filing and arbitration fees will be governed by the relevant AAA Rules subject to the following modifications:

1. If you initiate arbitration under this Arbitration Agreement after participating in the optional Negotiation process described in subsection (k) below and are otherwise required to pay a filing fee under the relevant AAA Rules, RidenRoll agrees that, unless your claim is for \$5,000 or more, your share of the filing and arbitration fees is limited to \$50, and that, after you submit proof of payment of the filing fee to RidenRoll, RidenRoll will promptly reimburse you for all but \$50 of the filing fee. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the claim is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules.
2. If RidenRoll initiates arbitration under this Arbitration Agreement, RidenRoll will pay all AAA filing and arbitration fees.
3. With respect to any Claims brought by RidenRoll against a Driver, or for Claims brought by a Driver against RidenRoll that: (A) are based on an alleged employment relationship between RidenRoll and a Driver; (B) arise out of, or relate to, RidenRoll's actual deactivation of a Driver's Account or a threat by RidenRoll to deactivate a Driver's Account; (C) arise out of, or relate to, RidenRoll's actual termination of a Driver's Agreement with RidenRoll under the termination provisions of these Terms, or a threat by RidenRoll to terminate a Driver's Agreement; (D) arise out of, or relate to, Fares (as defined in these Terms, including RidenRoll's commission or fees on the Fares), tips, or average hourly guarantees owed by RidenRoll to Drivers for Services, other than disputes relating to referral bonuses, other RidenRoll promotions, or consumer-type disputes, or (E) arise out of or relate to background checks performed in connection with a user seeking to become a Driver (the subset of Claims in subsections (A)-(E) shall be collectively referred to as "Driver Claims"), RidenRoll shall pay all costs unique to arbitration (as compared to the costs of adjudicating the same claims

before a court), including the regular and customary arbitration fees and expenses (to the extent not paid by RidenRoll pursuant to the fee provisions above). However, if you are the party initiating the Driver Claim, you shall be responsible for contributing up to an amount equal to the filing fee that would be paid to initiate the claim in the court of general jurisdiction in the state in which you provide Services to Riders, unless a lower fee amount would be owed by you pursuant to the AAA Rules, applicable law, or subsection (e)(1) above. Any dispute as to whether a cost is unique to arbitration shall be resolved by the arbitrator. For purposes of this Section 17(e)(3), the term "Driver" shall be deemed to include both Drivers and Driver applicants who have not been approved to drive.

4. Except as provided in Federal Rule of Civil Procedure 68 or any state equivalents, each party shall pay its own attorneys' fees and pay any costs that are not unique to the arbitration (i.e., costs that each party would incur if the claim(s) were litigated in a court such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.).
5. At the end of any arbitration, the arbitrator may award reasonable fees and costs or any portion thereof to you if you prevail, to the extent authorized by applicable law.
6. Although under some laws RidenRoll may have a right to an award of attorneys' fees and non-filing fee expenses if it prevails in an arbitration, RidenRoll agrees that it will not seek such an award.
7. If the arbitrator issues you an award that is greater than the value of RidenRoll's last written settlement offer made after you participated in good faith in the optional Negotiation process described in subsection (k) below, then RidenRoll will pay you the amount of the award or U.S. \$1,000, whichever is greater.

(f) Location and Manner of Arbitration.

Unless you and RidenRoll agree otherwise, any arbitration hearings between RidenRoll and a Rider will take place in the county of your billing address, and any arbitration hearings between RidenRoll and a Driver will take place in the county in which the Driver provides Services. If AAA arbitration is unavailable in your county, the arbitration hearings will take place in the nearest available location for a AAA arbitration. If your Claim is for \$10,000 or less, RidenRoll agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as determined by the AAA Rules. If your Claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

(g) Exceptions to Arbitration.

This Arbitration Agreement shall not require arbitration of the following types of claims: (1) small claims actions brought on an individual basis that are within the scope of such small claims court's jurisdiction; (2) a representative action brought on behalf of others under PAGA or other private attorneys general acts, to the extent the representative PAGA Waiver in Section 17(c) of such action is deemed unenforceable by a court of competent jurisdiction under applicable law not preempted by the FAA; (3) claims for workers' compensation, state disability insurance and unemployment insurance benefits; and (4) claims that may not be subject to arbitration as a matter of generally applicable law not preempted by the FAA.

Nothing in this Arbitration Agreement prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board ("NLRB"), or Office of Federal Contract Compliance Programs, or similar local, state or federal agency, and nothing in this Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration. However, should you bring an administrative claim, you may only seek or recover money damages of any type pursuant to this Arbitration Provision, and you knowingly and voluntarily waive the right to seek or recover money damages of any type pursuant to any administrative complaint, except for a complaint issued by the NLRB. Should you participate in an NLRB proceeding, you may only recover money damages if such recovery does not arise from or relate to a claim previously adjudicated under this Arbitration Provision or settled by you. Similarly, you may not recover money damages under this Arbitration Provision if you have already adjudicated

such claim with the NLRB. Nothing in these Terms or Arbitration Agreement prevents your participation in an investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision.

(h) Severability.

In addition to the severability provisions in subsections (c) above, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable under applicable law not preempted by the FAA, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

(i) Driver Claims in Pending Settlement.

If you are a member of a putative class in a lawsuit against RidenRoll involving Driver Claims and a Motion for Preliminary Approval of a Settlement has been filed with the court in that lawsuit prior to these Terms's effective date (a "Pending Settlement Action"), then this Arbitration Agreement shall not apply to your Driver Claims in that particular class action. Instead, your Driver 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 these Terms's effective date.

(j) Opting Out of Arbitration for Driver Claims That Are Not In a Pending Settlement Action.

As a Driver or Driver applicant, you may opt out of the requirement to arbitrate Driver Claims defined in Section 21(e)(3) (except as limited by Section 21(i) above) pursuant to the terms of this subsection if you have not previously agreed to an arbitration provision in RidenRoll's Terms of Service where you had the opportunity to opt out of the requirement to arbitrate. If you have previously agreed to such an arbitration provision, you may opt out of any revisions to your prior arbitration agreement made by this provision in the manner specified below, but opting out of this arbitration provision has no effect on any previous, other, or future arbitration agreements that you may have with RidenRoll. If you have not previously agreed to such an arbitration provision and do not wish to be subject to this Arbitration Agreement with respect to Driver Claims, you may opt out of arbitration with respect to such Driver Claims, other than those in a Pending Settlement Action, by notifying RidenRoll in writing of your desire to opt out of arbitration for such Driver Claims, which writing must be dated, signed and delivered by: (1) electronic mail to [arbitrationoptout@RidenRoll.com](mailto:arbitrationoptout@RidenRoll.com), or (2) by certified mail, postage prepaid and return receipt requested, or by any nationally recognized delivery service (e.g, UPS, Federal Express, etc.) that is addressed to:

**JOYCE YI**

**101 N BRAND BLVD 11TH FL**

**GLENDALE, CA**

In order to be effective, (A) the writing must clearly indicate your intent to opt out of this Arbitration Agreement with respect to Driver Claims that are 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 or envelope containing the signed writing must be sent within 30 days of the date these Terms is executed by you. Should you not opt out within the 30-day period, you and RidenRoll shall be bound by the terms of this Arbitration Agreement in full (including with respect to Driver Claims that are not part of a Pending Settlement Action). As provided in paragraph 21(i) above, any opt out that you submit shall not apply to any Driver Claims that are part of a Pending Settlement Action and your Driver Claims in any such Pending Settlement Action shall continue to be governed by the arbitration provisions that are contained in the applicable RidenRoll Terms of Use that you agreed to prior to the effective date of these Terms.

Cases have been filed against RidenRoll and may be filed in the future involving Driver Claims. You should assume that there are now, and may be in the future, lawsuits against RidenRoll alleging class, collective, and/or representative Driver Claims in which the plaintiffs seek to act on your behalf, and which, if successful, could result in some monetary recovery to you. But if you do agree to

arbitration of Driver Claims with RidenRoll under this Arbitration Agreement, you are agreeing in advance that you will bring all such claims, and seek all monetary and other relief, against RidenRoll in an individual arbitration provision, except for the Driver Claims that are part of a Pending Settlement Action. You are also agreeing in advance that you will not participate in, or seek to recover monetary or other relief, for such claims in any court action or class, collective, and/or representative action. You have the right to consult with counsel of your choice concerning this Arbitration Agreement and you will not be subject to retaliation if you exercise your right to assert claims or opt- out of any Driver Claims under this Arbitration Agreement.

(k) Optional Pre-Arbitration Negotiation Process.

Before initiating any arbitration or proceeding, you and RidenRoll may agree to first attempt to negotiate any dispute, claim or controversy between the parties informally for 30 days, unless this time period is mutually extended by you and RidenRoll. A party who intends to seek negotiation under this subsection must first send to the other a written notice of the dispute ("Notice"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, and attorneys are confidential, privileged and inadmissible for any purpose, including as evidence of liability or for impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.