

**TERMS OF SERVICE AGREEMENT**  
**OF**  
**GETZIGO, LLC.**

Last updated: July 02, 2017

THE FOLLOWING USER AGREEMENT DESCRIBES THE TERMS AND CONDITIONS ON WHICH Getzigo, LLC. OFFERS YOU ACCESS TO THE Getzigo PLATFORM.

These terms of service constitute a legally binding agreement (the “Agreement”) between you (“you,” or “your”) and Getzigo, LLC. (“Getzigo,” “we,” “us” or “our”), a Delaware corporation, governing your use of the Getzigo application, website, and technology platform (collectively, the “Getzigo Platform”).

The Getzigo Platform provides a network in which persons who seek transportation to certain destinations (“Riders”) can be matched with persons that will drive them to those destinations (“Drivers”). Riders can use the Getzigo Platform to request Drivers to schedule rides in the future. Riders and Drivers are collectively referred to herein as “Users” and each User shall create a User account that enables such User to access the Getzigo Platform. For purposes of this Agreement, the driving services provided by Drivers to Riders that are matched through the Platform shall be referred to collectively as the “Services”.

GETZIGO DOES NOT PROVIDE TRANSPORTATION SERVICES, AND GETZIGO IS NOT A TRANSPORTATION CARRIER. IT IS UP TO THE DRIVER TO DECIDE WHETHER OR NOT TO OFFER A RIDE TO A RIDER CONTACTED THROUGH THE GETZIGO PLATFORM, AND IT IS UP TO THE RIDER TO DECIDE WHETHER OR NOT TO ACCEPT A RIDE FROM ANY DRIVER CONTACTED THROUGH THE GETZIGO PLATFORM. ANY DECISION BY A USER TO OFFER OR ACCEPT SERVICES ONCE SUCH USER IS MATCHED THROUGH THE GETZIGO PLATFORM IS A DECISION MADE IN SUCH USER’S SOLE DISCRETION. EACH TRANSPORTATION SERVICE PROVIDED BY A DRIVER TO A RIDER SHALL CONSTITUTE A SEPARATE AGREEMENT BETWEEN SUCH PERSONS.

By creating your User account and using the Getzigo Platform, you expressly acknowledge that you understand this Agreement and accept all of its terms. If you do not agree to be bound by the terms and conditions of this Agreement, you may not use or access the Getzigo Platform or the Services.

## Modification to the Agreement

We reserve the right to modify the terms and conditions of this Agreement at any time, effective upon posting the amended terms on this site. If we make changes, we will notify you by, at a minimum, revising the “Last Updated” date at the top of this Agreement. You are responsible for regularly reviewing this Agreement. Continued use of the Getzigo Platform or Services after any such changes shall constitute your consent to such changes. If you do not agree to any such changes you may not use or access the Getzigo Platform or the Services.

## Eligibility

The Getzigo Platform is available only to, and may only be used by individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, the Getzigo Platform is not available to children (persons under the age of 18) or Users who have had their User 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 Agreement.

## Payments

As a Rider, you agree that any amounts charged following a ride (a “Charge”) are mandatory and due and payable immediately upon completion of the ride. In some circumstances, Getzigo may process payments prior to completion of the ride. Charges include Ride Fees and other applicable fees, tolls, surcharges, and taxes, plus any tips to the Driver that you elect to pay. Getzigo has the authority and reserves the right to determine and modify pricing, which can be based on specific locations. Charges may vary based on the type of vehicle and service you request. You are responsible for all Charges incurred under your User

account regardless of your awareness of such Charges or the amounts thereof.

- **Ride Fees.** Ride Fees consist of a base price and incremental charges based on the duration and distance of your ride. For particularly short rides, minimum Ride Fees may apply. All Ride Fees will be quoted in advance.
- **Cancellation Fee.** In the event that you cancel a ride request on the Getzigo Platform more than 5 minutes after such request is made, make repeated or frequent cancellations, or fail to show up for your ride in a timely manner, you agree to pay a “Cancellation Fee”. We may also assess a Cancellation Fee against you if we suspect that you have intentionally cancelled rides to disrupt the Getzigo Platform or the provision of Services.
- **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 \$250 depending on the extent of the damage (as determined by Getzigo in its sole discretion), towards vehicle repair or cleaning. Getzigo reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Damage Fee.
- **Other Charges.** Other fees, tolls, and surcharges may apply to your ride, including: actual or anticipated airport fees, state or local fees, tolls (and return tolls in select instances), and processing fees for split payments. In addition, where required by law Getzigo will collect applicable taxes. Any tips will be provided entirely to the applicable Driver.
- **Facilitation of Payments.** All Charges are facilitated through a third-party payment processing service (e.g., Square, Inc., First Data Corporation, Stripe, Inc., BitPay, Inc., or Braintree, a division of PayPal, Inc.). Getzigo may replace its third-party payment processing services without notice to you. Charges shall only be made through the Getzigo Platform.
- **No Refunds.** Charges are assessed immediately following completion of the ride to your authorized payment method. In some services, payment may be collected immediately upon selection of service. All Charges are non-refundable. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the Getzigo Platform, any disruption to the Getzigo Platform or Services, or any other reason whatsoever.

- Promotions. Getzigo, at its sole discretion, may make available promotions with different features to any of our Riders or prospective Riders. These promotions, unless made to you, shall have no bearing whatsoever on your Agreement or relationship with Getzigo.
- Credit Card Authorization. Upon addition of a new payment method or each ride request, Getzigo may seek authorization of your selected payment method to verify your payment method, ensure the ride cost 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 check card. We cannot be held responsible for these charges and are unable to assist you in recovering them from your issuing bank.

As a Driver, you will receive applicable Ride Fees (net of Getzigo's Administrative Fee, as discussed below) and any tips provided by Riders to you for the Services you provide. Getzigo will process all payments due to you through its third party payments processor. You acknowledge and agree that such amounts shall not include any interest and will be net of any amounts that we are required to withhold by law. You expressly authorize Getzigo to set the prices on your behalf for all Charges that apply to the provision of Services. Getzigo reserves the right to withhold all or a portion of Ride Fees if it believes that you have attempted to defraud or abuse Getzigo or Getzigo's payment systems.

In exchange for permitting you to offer your Services through the Getzigo Platform and marketplace as a Driver, you agree to pay Getzigo (and permit Getzigo to retain) a fee that is specific to the type of service provided (for example, on-demand, reservation) (the "Administrative Fee") of the Ride Fees paid by Riders for such Services. In certain jurisdictions, including but not limited to New York, you agree to pay Getzigo an Administrative Fee of up to 35% of Ride Fees to cover additional operating costs. The amount of the applicable Administrative Fee will be communicated to you in writing but is subject to change on a prospective basis at Getzigo's discretion. You understand and agree that any airport fees, processing fees for split payments, or any taxes or state or local fees imposed on and collected by Getzigo shall be retained solely by Getzigo.

Getzigo, at its sole discretion, may make available promotions with different features to any Drivers or prospective Drivers. These promotions, unless made to you, shall have no bearing whatsoever on your Agreement or relationship with Getzigo.

## Getzigo Communications

By becoming a User, you expressly consent and agree to accept and receive communications from us, including via e-mail, text message, calls, and push notifications to the cellular telephone number you provided to us. By consenting to being contacted by Getzigo, you understand and agree that you may receive communications generated by automatic telephone dialing systems and/or which will deliver prerecorded messages sent by or on behalf of Getzigo, its affiliated companies and/or Drivers, including but not limited to: operational communications concerning your User account or use of the Getzigo Platform or Services, updates concerning new and existing features on the Getzigo Platform, communications concerning promotions run by us or our third party partners, and news concerning Getzigo and industry developments. If you wish to opt-out of promotional emails, text messages, or other communications, you may opt-out by following the unsubscribe options provided to you, including the “end” and “stopall” options described below. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. You acknowledge that you are not required to consent to receive promotional messages as a condition of using the Getzigo Platform or the Services. You may opt-out of receiving promotional or marketing texts or calls from Getzigo at any time by texting the word END to the sending number from the mobile device receiving the messages. You may also opt-out of receiving all texts or calls from Getzigo (including informational or transactional messages) by texting the word STOPALL to the sending number from the mobile device receiving the messages, however you acknowledge that opting out of receiving all texts may impact your use of the Getzigo Platform or the Services.

## Your Information

Your Information is any information you provide, publish or post to or through the Getzigo Platform (including any profile information you provide)

or send to other Users (including via in-application feedback, any email feature, or through any Getzigo-related Facebook, Twitter or other social media posting) (your “Information”). You consent to us using your Information to create a User account that will allow you to use the Getzigo Platform and participate in the Services.

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.

You warrant and represent to us that you are the sole author of your Information. To enable the Getzigo Platform to use your Information, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, 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. Getzigo does not assert any ownership over your Information; rather, as between us and you, subject to the rights granted to us in this Agreement, you retain full ownership of all of your Information and any intellectual property rights or other proprietary rights associated with your Information.

You are the sole authorized user of your account. You are responsible for maintaining the confidentiality of any password provided by you or Getzigo for accessing the Getzigo Platform. You are solely and fully responsible for all activities that occur under your User account, and Getzigo expressly disclaims any liability arising from the unauthorized use of your User account. Should you suspect that any unauthorized party may be using your User account or you suspect any other breach of security, you agree to notify us immediately.

## Social Networking Sites

As part of the functionality of the Getzigo Platform, you may be able to create or login to your User account through online accounts you may have with third party social networking sites (each such account, an "SNS Account") by either providing your SNS Account login information through the Getzigo Platform or allowing Getzigo to access your SNS Account. By granting Getzigo access to any SNS Accounts, you understand that Getzigo may access, make available and store any content that you have provided to and stored in your SNS Account including without limitation any friend, mutual friends, contacts or following/followed lists (the "SNS Content") so that it is available on and through the Getzigo Platform to other Users. Unless otherwise specified in this Agreement, all SNS Content, if any, shall be considered to be your Information. Depending on the privacy settings that you have set in such SNS Accounts, personally identifiable information that you post to your SNS Accounts may be available on and through the Getzigo Platform.

## Restricted Activities

With respect to your use of the Getzigo Platform and your participation in the Services, you agree that you will not:

- a impersonate any person or entity;
- b stalk, threaten, or otherwise harass any person, or carry any weapons;
- c violate any law, statute, ordinance or regulation;
- d interfere with or disrupt the Services or the Getzigo Platform or the servers or networks connected to the Getzigo Platform;
- e post Information or interact on the Getzigo Platform or Services in a manner which is false, inaccurate, misleading (directly or by omission or failure to update information), defamatory, libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal;
- f use the Getzigo Platform in any way that infringes any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- g post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or

- telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
- h forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Getzigo Platform;
  - i “frame” or “mirror” any part of the Getzigo Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose; or
  - j modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Getzigo Platform or any software used on or for the Getzigo Platform;
  - k rent, lease, lend, sell, redistribute, license or sublicense the Getzigo Platform or access to any portion of the Getzigo Platform;
  - l use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Getzigo Platform or its contents;
  - m create liability for us or cause us to become subject to regulation as a transportation carrier or provider of taxi service;
  - n link directly or indirectly to any other web sites;
  - o transfer or sell your User account, password and/or identification to any other party; or
  - p cause any third party to engage in the restricted activities above.
- We reserve the right, but we have no obligation, to suspend or deactivate your User account if you do not comply with these prohibitions.

## Driver Representations and Warranties

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

- You are at least 21 years in age.
- 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.
- 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.

- You will only provide Services using the vehicle that has been reported to and for which a photograph has been provided to Getzigo, 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).
- 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.
- You will be solely responsible for any and all liability that results from or is alleged as a result of your provision of Services, including, but not limited to personal injuries, death and property damages (however, this provision shall not limit the scope of Getzigo's insurance policies referenced on [www.Getzigo.com/safety](http://www.Getzigo.com/safety)).
- In the event of a motor vehicle accident you will be solely responsible for compliance with any applicable statutory or department of motor vehicles requirements, for reporting the accident to Getzigo and your insurer in a timely manner, and for all necessary contacts with your insurance carrier.
- You will comply with all applicable laws, rules and regulations while providing Services, and you will be solely responsible for any violations of such provisions.
- You will pay all applicable federal, state and local taxes based on your provision of Services and any payments received by you.
- You will not make any misrepresentation regarding Getzigo, the Getzigo Platform, the Services or your status as a Driver, or, while providing the Services, operate as a public carrier or taxi service, accept street hails, charge for rides (except as expressly provided in this Agreement), or engage in any other activity in a manner that is inconsistent with your obligations under this Agreement.
- You will not attempt to defraud Getzigo or Riders in connection with your provision of Services. If we suspect that you have engaged in fraudulent activity we may withhold applicable Ride Fees or other payments for the ride(s) in question.

- You will not discriminate or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation. You will make reasonable accommodation for service animals.
- 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 Agreement.

## Proprietary Rights and Trademark License

All intellectual property rights in the Getzigo Platform shall be owned by us absolutely and in their entirety. These rights include and are not limited to 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 Getzigo Platform 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 are non-confidential and shall become the sole property of Getzigo. Getzigo 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.

Getzigo and other Getzigo logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of Getzigo in the United States and/or other countries (collectively, the “Getzigo Marks”). If you provide Services as a Driver, Getzigo grants to you, during the term of this Agreement, and subject to your compliance with the terms and conditions of this Agreement, a limited, revocable, non-exclusive license to display and use the Getzigo Marks solely in connection with providing the Services through the Getzigo Platform (“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 Getzigo’s prior written

permission, which it may withhold in its sole discretion. The Getzigo Marks may not be used in any manner that is likely to cause confusion.

You acknowledge that Getzigo is the owner and licensor of the Getzigo Marks, and that your use of the Getzigo Marks will confer no additional interest in or ownership of the Getzigo Marks in you but rather inures to the benefit of Getzigo. You agree to use the Getzigo Marks strictly in accordance with Getzigo's Trademark Usage Guidelines, as may be provided to you and revised from time to time, and to immediately cease any use that Getzigo determines to be nonconforming or otherwise unacceptable.

You agree that you will not:

- 1 create any materials that incorporate the Getzigo Marks or any derivatives of the Getzigo Marks other than as expressly approved by Getzigo in writing;
- 2 use the Getzigo Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the Getzigo Marks other than in accordance with the terms, conditions and restrictions herein;
- 3 take any other action that would jeopardize or impair Getzigo's rights as owner of the Getzigo Marks or the legality and/or enforceability of the Getzigo Marks, including, without limitation, challenging or opposing Getzigo's ownership in the Getzigo Marks;
- 4 apply for trademark registration or renewal of trademark registration of any of the Getzigo Marks, any derivative of the Getzigo Marks, any combination of the Getzigo Marks and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the Getzigo Marks;
- 5 use the Getzigo 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 Getzigo's sole discretion. If you create any materials bearing the Getzigo Marks (in violation of this Agreement or otherwise), you agree that upon their creation Getzigo exclusively owns all right, title and interest in and to such materials, including without limitation any modifications to the Getzigo Marks or derivative works based on the Getzigo Marks. You further agree to assign any interest or right you may

have in such materials to Getzigo, and to provide information and execute any documents as reasonably requested by Getzigo to enable Getzigo to formalize such assignment.

## Copyright Complaints and Copyright Agent

Getzigo respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials on the Services infringe upon your copyrights, please send the following information to Getzigo's Copyright Agent at:

211 Hope St., # 390971, Mountain View, California 94041

- 1 a description of the copyrighted work that you claim has been infringed, including specific location on the Getzigo Platform where the material you claim is infringed is located. Include enough information to allow Getzigo to locate the material, and explain why you think an infringement has taken place;
- 2 a description of the location where the original or an authorized copy of the copyrighted work exists – for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
- 3 your address, telephone number, and e-mail address;
- 4 a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- 5 a statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- 6 an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

## Disclaimers

The following disclaimers are made on behalf of Getzigo, our affiliates, and each of our respective officers, directors, employees, agents, shareholders and suppliers.

THE GETZIGO PLATFORM 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 GETZIGO PLATFORM AND/OR THE SERVICES, INCLUDING THE ABILITY TO PROVIDE OR RECEIVE SERVICES AT ANY GIVEN LOCATION OR TIME.

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. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

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

We have no control over the quality or safety of the transportation that occurs as a result of the Services. We cannot ensure that a Driver or Rider will complete an arranged transportation service.

We cannot guarantee that each Rider is who he or she claims to be. Please use common sense when using the Getzigo Platform and Services, including looking at the photos of the Driver or Rider you have matched with to make sure it is the same individual you see in person. Please note that there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication or other use or access of the Getzigo Platform by persons under the age of 18 in violation of this Agreement. We encourage you to communicate directly with each potential Driver or Rider prior to engaging in an arranged transportation service.

Getzigo is not responsible for the conduct, whether online or offline, of any User of the Getzigo Platform or Services. You are solely responsible for your interactions with other 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 Getzigo Platform and participating in the Services, you agree

to accept such risks and agree that Getzigo is not responsible for the acts or omissions of Users on the Getzigo Platform or participating in the Services.

It is possible for others to obtain information about you that you provide, publish or post to or through the Getzigo Platform (including any profile information you provide), send to other Users, or share during 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 the Getzigo Platform or through the Services. Please carefully select the type of information that you post on the Getzigo Platform 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”).

Opinions, advice, statements, offers, or other information or content made available through the Getzigo Platform, 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 on the Getzigo Platform or otherwise disseminated by third parties. We reserve the right, but we have no obligation, to monitor the materials posted in the public areas of the Getzigo Platform and remove any such material that in our sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

The Getzigo Platform contains (or you may be sent through the Getzigo Platform) links to other web sites owned and operated by third parties (“Third Party Sites”), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (“Third Party Content”). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites or Third Party Content accessed through the Getzigo Platform.

Location data provided by the Getzigo Platform 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 Getzigo, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data displayed by the Getzigo Platform. Any of your Information, including geolocational data, you upload, provide, or post on the Getzigo Platform may be accessible to Getzigo and certain Users of the Getzigo Platform.

This paragraph applies to any version of the Getzigo Platform that you acquire from the Apple App Store. This Agreement is entered into between you and Getzigo. Apple, Inc. (“Apple”) is not a party to this Agreement and shall have no obligations with respect to the Getzigo Platform. Getzigo, not Apple, is solely responsible for the Getzigo Platform and the content thereof as set forth hereunder. However, Apple and Apple’s subsidiaries are third party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof. This Agreement incorporates by reference the Licensed Application End User License Agreement published by Apple at <http://www.apple.com/legal/internet-services/itunes/appstore/dev/stdeula/>, for purposes of which, you are “the end-user.” In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement shall control.

## State and Local Disclosures

Certain jurisdictions require additional disclosures to you. We will update the disclosures page as jurisdictions add, remove or amend these required disclosures, so please check in regularly for updates.

## Indemnity

You will defend, indemnify, and hold us and our affiliates and each of our respective officers, directors, employees, agents, shareholders and suppliers 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 Getzigo Platform and participation in the Services, including:

- 1 your breach of this Agreement or the documents it incorporates by reference;
- 2 your violation of any law or the rights of a third party, including, without limitation, 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 Getzigo Platform 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.

## Limitation of Liability

IN NO EVENT WILL WE, OUR AFFILIATES, OR EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS OR SUPPLIERS, BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE Getzigo PLATFORM, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE Getzigo PLATFORM, THE SERVICES, OR THIS AGREEMENT, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (PROVIDED HOWEVER THAT THIS PROVISION SHALL NOT LIMIT THE SCOPE OF Getzigo'S INSURANCE POLICIES REFERENCED AT [WWW.Getzigo.COM/SAFETY](http://WWW.Getzigo.COM/SAFETY)). WE WILL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL AND/OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO PHYSICAL



DAMAGES, BODILY INJURY, DEATH AND/OR EMOTIONAL DISTRESS AND DISCOMFORT) ARISING OUT OF YOUR COMMUNICATING WITH OR MEETING OTHER USERS OF THE Getzigo PLATFORM OR SERVICES, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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.

## Release

In the event that you have a dispute with one or more Users, you agree to release Getzigo (including our affiliates and each of our respective officers, directors, employees, agents, shareholders, and suppliers) from claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes with other Users or to your use of the Getzigo Platform or participation in the Services. Furthermore, you expressly waive any rights you may have under California Civil Code Section 1542 (or analogous laws of other states), which says: "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." We reserve the right, but have no obligation, to monitor disputes between you and other Users.

## Term and Termination

This Agreement is effective upon your creation of a User account, as amended by any modifications made pursuant to Section 1. You may discontinue your use of the Getzigo Platform or participation in the Services at any time, for any reason. We may suspend or deactivate your User account (either as a Rider and/or Driver), or revoke your permission to access the Getzigo Platform, at any time, for any reason, upon notice to you. We reserve the right to refuse access to the Getzigo Platform to any User for any reason not prohibited by law. Either party may terminate the Agreement for any reason upon written notice to the other party. Sections

1, 4 (with respect to the license), 6-11 and 13-21 shall survive any termination or expiration of this Agreement.

## Agreement to Arbitrate All Disputes and Legal Claims

You and We agree that any legal disputes or claims arising out of or related to the Agreement (including but not limited to the use of the Getzigo Platform and/or the Services, or the interpretation, enforceability, revocability, or validity of the Agreement, or the arbitrability of any dispute), that cannot be resolved informally shall be submitted to binding arbitration in the state in which the Agreement was performed. The arbitration shall be conducted by the American Arbitration Association under its Commercial Arbitration Rules (a copy of which can be obtained here), or as otherwise mutually agreed by you and we. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be brought within the time required by applicable law. You and we agree that any claim, action or proceeding arising out of or related to the Agreement must be brought in your individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, collective, or class proceeding.

YOU ACKNOWLEDGE AND AGREE THAT YOU AND Getzigo ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

## Confidentiality

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to Getzigo's business, operations and properties, including User information ("Confidential Information") disclosed to you by Getzigo for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Getzigo in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to

Getzigo with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by Getzigo or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of Getzigo; becomes known to you, without restriction, from a source other than Getzigo without breach of this Agreement by you and otherwise not in violation of Getzigo's rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that You shall provide prompt notice of such court order or requirement to Getzigo to enable Getzigo to seek a protective order or otherwise prevent or restrict such disclosure.

## No Agency

You and Getzigo are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

## Notices, Complaints

Except as explicitly stated otherwise, any notices to Getzigo shall be given by certified mail, postage prepaid and return receipt requested to:

211 Hope St., # 390971, Mountain View, California 94041

Such notice shall be deemed given three days after the date of mailing. Any notices to you shall be provided to you through the Getzigo Platform or given to you via the email address you provide to Getzigo during the registration process, and such notice shall be deemed given immediately upon sending. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Getzigo during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

To resolve a complaint regarding the Getzigo Platform, you should first contact our Customer Service Department through our support center at: [support@fortodo.com](mailto:support@fortodo.com).

## General

This Agreement shall be governed by the laws of the State of California without regard to choice of law principles. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement and all incorporated agreements may be automatically assigned by Getzigo, in our sole discretion in accordance with the "Notices" section of this Agreement. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between you and Getzigo with respect to the subject matter hereof.