

SendaRide Terms of Agreement

Last updated: August, 2022

Independent Contractor Status

SendaRide Care Partners are independent contractors and not employees of SendaRide.

SendaRide does not prescribe specific hours during which a Care Partner must be logged into the SendaRide digital platform.

SendaRide imposes no restrictions on Care Partners' ability to utilize a website, digital network, or software application of other transportation network companies.

SendaRide does not assign a Care Partner a particular territory in which transportation services will be provided.

SendaRide does not restrict a Care Partner from engaging in any other occupation or business.

SendaRide and Care Partner agree that the Care Partner is an independent contractor of SendaRide.

Fare Calculation Method

SendaRide, Inc. discloses the fare-calculation method on our web portal and within the software application. We provide Subscribers with an estimated fare before confirming the ride and entering the vehicle. We also provide the Subscriber with a receipt at the conclusion of the ride detailing the fare-calculation method.

Drug/Alcohol Zero Tolerance & Reporting Procedure for Passengers

SendaRide, Inc. maintains a zero-tolerance policy for our Care Partners (drivers) prohibiting both:

- The use of drugs or alcohol while providing transportation services on our digital platform or logged into our digital platform.
- Providing transportation services or logging into our digital platform while under the influence of drugs or alcohol.

Upon receipt of a complaint alleging a violation of our zero-tolerance policy, SendaRide will immediately suspend such Care Partner's access to our digital platform and conduct an investigation into the reported incident. The Care Partner's suspension shall last the duration of our investigation. Any Care Partner found in violation of this policy shall be immediately prohibited from either accessing or utilizing our platform.

SendaRide, Inc. maintains records of all such complaints and investigations for a period of two years from the date the complaint was received by SendaRide, Inc.

Should you reasonably suspect that one of our Care Partners has violated this policy, please contact us at 800-731-1885 or legal@sendaride.com

By signing this agreement below, Care Partner agrees that they have reviewed, understand, consent, and agree to abide by the terms of the SendaRide Drug and Alcohol Use and Testing Policy. A copy of the SendaRide Drug and Alcohol Use and Testing Policy will be provided contemporaneously with this Agreement.

Street Hailing

Care Partner agrees they will accept services exclusively through our platform while utilizing our platform. If you observe a Care Partner accepting driving services outside of the platform while utilizing the platform, please contact us at 800-731-1885 or info@sendaride.com

Cash Payment Prohibition

Care Partner agrees they will not solicit or accept any cash payment, including tips, from any passenger. All payments, including tips, shall be made exclusively through our platform. If you observe a Care Partner accepting any cash payment, please contact us at 800-731-1885 or legal@sendaride.com

Legal limit on size of personal vehicles used to provide pre-arranged rides

Care Partner agrees they will not provide transportation arranged on our platform in any vehicle with a manufacturer's designed seating capacity of more than fifteen persons, including the driver, and that they will not transport multiple passengers in numbers exceeding the manufacturer's designed seating capacity. If you observe a Care Partner using a personal vehicle with seating in excess of fifteen persons, please contact us at 800-731-1885.

Legal limit on number of passengers in vehicles

Care Partner agrees they will not provide transportation arranged on our platform in any vehicle with a manufacturer's designed seating capacity of more than fifteen persons, including the driver, and Care Partners will not transport multiple passengers in numbers exceeding the manufacturer's designed seating capacity. If you observe a Care Partner transporting multiple passengers in a number in excess of fifteen persons, please contact us at 800-731-1885.

Nondiscrimination against passengers

Care Partners agree that they will not refuse to provide their services on the basis of a person's destination, race, color, religion, national origin, disability, sexual orientation, sex, marital status, gender identity, age or any other characteristic protected under applicable federal, state, or local law. Violation of this provision is grounds for prohibition from accessing or utilizing the SendaRide platform.

Accommodation of service animals

Care Partner agrees that they will comply with all federal, state, and local laws governing the transportation of riders with disabilities. This agreement necessarily includes a requirement to accommodate the use of service animals in compliance with accessibility laws. Violation of this agreement is grounds for prohibition from accessing or utilizing the SendaRide platform.

No extra charges for service to those with disabilities

Care Partner agrees that they will comply with all federal, state, and local laws governing the transportation of riders with disabilities. Care Partner further agrees that the addition of any charges or fees to accommodate riders with disabilities or service animals that exceed the charges or fees established for riders without disabilities or service animals will be grounds for prohibition from either accessing or utilizing the platform.

Method to request wheelchair accessible vehicle

SendaRide, Inc. complies with all state, federal and local laws governing the transportation of riders with disabilities. SendaRide, Inc. incorporates filters within our Subscribers' profiles to allow them the opportunity to designate that they require a wheelchair accessible vehicle. SendaRide, Inc. makes every effort to ensure we are able to accommodate riders with disabilities or service animals. If we are unable to accommodate a rider with a wheelchair we will suggest an alternative provider of wheelchair accessible services, if available. A violation of this requirement by our Care Partners is grounds for termination from our mobile application platform.

Notice to Care Partners as TNC drivers concerning insurance coverage

SendaRide, Inc. provides the following insurance coverage, which covers the riders and property damage to vehicles, other than the Care Partner's vehicle, should an accident occur while the Care Partner is logged on and available or logged on and engaged in a prearranged ride:

- While a Care Partner (driver) is logged on to SendaRide Inc.'s digital network and is available to receive transportation requests but is not engaged in prearranged rides:
 - \$50,000/\$100,000/\$25,000 liability coverage (per accident), and
 - \$50,000/\$100,000 uninsured/underinsured motorist (per accident).
- While a Care Partner (driver) is engaged in a prearranged ride:
 - \$1,000,000 liability coverage (per accident), and
 - \$1,000,000 (per accident) for uninsured/underinsured motorist coverage.

Care Partners are responsible for obtaining a ride-share endorsement on the Care Partner's liability insurance policy. A Care Partner's personal automobile insurance policy might not provide any coverage while the Care Partner is logged on to our platform, online and available to receive transportation requests or is engaged in prearranged rides, depending on its terms.

Your personal vehicle insurance policy may exclude any and all coverage for injuries to you and to others and may exclude the duty to defend or indemnify any person or organization for liability for any loss or injury that occurs while providing transportation network company services; and

Your personal vehicle insurance policy may exclude coverage for damage to the personal vehicle, medical payments coverage, uninsured and underinsured motorist coverage, and other first-party claims;

If the vehicle with which you provide transportation network company services has a lien against it, you must notify the lienholder that you provide transportation network

company services with such vehicle. Providing such transportation network company services may violate the terms of your contract with the lienholder.

Care Partner Criminal Background Checks

SendaRide, Inc. contracts with a third party to conduct the following background investigations:

- SSN Trace Check (including address verification)
- Identity Verification
- National Criminal Check
- Unlimited County Criminal Checks
- Sex Offender Check
- Terrorist Check
- MVR Driving Record Check
- Drug screening
- Physical Examination

Periodic Criminal Background Information Updates for Care Partners

Care Partner agrees that they will submit an application to access and utilize the SendaRide platform which includes his or her address, age, social security number, driver license, motor vehicle registration and automobile liability insurance. SendaRide, Inc. obtains a motor vehicle background investigation for each applicant.

SendaRide, Inc., contracts with a third party to conduct a local and national criminal background check for each applicant that includes a check of:

- the Multi-State/Multi-Jurisdictional Criminal Records Locator or other similar commercial nationwide database with validation through a primary source search,
- the National Sex Offender Registry database; and
- driving history research report for such individual.

Care Partner acknowledges that SendaRide, Inc. does not permit an individual to act as a Care Partner on our platform who:

1. Has had more than three moving violations in the prior three-year period, or one major violation, including but not limited to, attempting to evade the police, reckless driving, or driving on a suspended or revoked license, in the prior three-year period;
2. Has been convicted, within the past seven (7) years, of driving under the influence of drugs or alcohol, fraud, sexual offenses, use of a motor vehicle to commit a felony, a crime involving property damage, theft, acts of violence, or acts of terror;
3. Is a match in the National Sex Offender Registry database;
4. Does not possess a valid driver license;
5. Does not possess current proof of motor vehicle registration for the motor vehicle(s) used to provide transportation;
6. Does not possess proof of the automobile liability insurance required by law or rule for the motor vehicle(s) used to provide transportation; or
7. Is not at least twenty-one (21) years of age.

Care Partner agrees and acknowledges that SendaRide, Inc. performs periodic information updates and re-verifies each Care Partner's vehicle(s) and motor vehicle insurance, as well as, rechecking each Care Partner's criminal background and driving record information to ensure continued compliance by each driver of the following items:

1. They have no more than three moving violations in the prior three-year period, or one major violation, including but not limited to attempting to evade the police, reckless driving, or driving on a suspended or revoked license, in the prior three-year period;
2. They have no convictions of driving under the influence of drugs or alcohol, fraud, sexual offenses, use of a motor vehicle to commit a felony, a crime involving property damage, theft, acts of violence, or acts of terror;
3. They are not a match in the National Sex Offender Registry database;
4. They continue to possess a valid driver license;
5. They continue to possess current proof of motor vehicle registration for the motor vehicle(s) used to provide transportation;
6. They continue to possess proof of the automobile liability insurance required by law or rule for the motor vehicle(s) used to provide transportation.

Care Partner acknowledges and consents that SendaRide, Inc. periodically re-verifies each Care Partner's vehicle(s) and motor vehicle insurance, criminal background investigation, driving record information and performs random drug screenings to ensure continued compliance by each driver of our stated policies and procedures.

Care Partner acknowledges that SendaRide, Inc. continuously monitors arrest records and exclusion from Federal Programs by the Office of Inspector General. SendaRide reserves the right to remove any Care Partner from our platform upon arrest and prohibits any Care Partner from using our platform should they be excluded from a Federal Program.

Arkansas and Kentucky Care Partner Applicants:

Care Partners located in Arkansas and Kentucky must meet the state's motor vehicle safety and emissions requirements for a private motor vehicle or the safety and emissions requirements for a private motor vehicle of the state in which the motor vehicle is registered.

SendaRide will require verification of an initial safety inspection of the Care Partner applicant's motor vehicle, conducted or supervised by a mechanic certified by the National Institute for Automotive Service Excellence, within ninety (90) days of beginning service for SendaRide.

The safety inspection shall include a check of the following motor vehicle equipment to ensure that the equipment is safe and in proper operating condition:

- Foot brakes;
- Emergency parking brake;
- Suspension and steering mechanisms;
- Windshield;
- Rear window and other glass;
- Windshield wipers;
- Headlights;
- Taillights;
- Turn indicator lights;
- Brake lights;
- Front seat adjustment mechanism;
- Doors, including the opening, closing, and locking mechanisms;
- Horn;

- Speedometer;
- Bumpers;
- Muffler and exhaust system;
- Tires, including their condition and tread depth;
- Interior and exterior rear view mirrors; and
- Safety belts for driver and passengers.

Complaints

Complaints of violations of SendaRide's Terms and Conditions should be sent to legal@SendaRide.com or submitted by phone to 800-731-1885. SendaRide will investigate all complaints, make a good faith effort to resolve the issues raised by the complaint and take appropriate action toward any parties involved.

Record Retention Policy

SendaRide, Inc. maintains:

- Individual trip records for two (2) years from the date each trip was provided; and
- Care Partner records until the two-year anniversary of the date on which a Care Partner's activation on our platform has ended.
- Audio recordings of each ride, from the time a rider is checked in until they are checked out of the vehicle.

In appropriate circumstances, and as required by state law or rule, a Regulatory Agency or its duly authorized agents, may inspect records held by SendaRide, should those records be necessary to investigate or resolve a complaint.

SendaRide will demonstrate compliance with state record-keeping regulations through inspection by the Regulatory Agency, or if inspection is not feasible, by providing copies of records required to be maintained by state law or rule that are necessary to ensure public safety.

Records obtained by a Regulatory Agency, or its duly authorized agents, pertaining to SendaRide's services, Care Partners, or Care Partners' motor vehicles are not subject

to disclosure to a third party and are exempt from the Freedom of Information Act of 1967, § 25- 19-101 et seq.

Compliance with Oklahoma Statute 47 Sections 12-101 through 12-415

Care Partners agree that they will comply with Sections 12-101 through 12-415 of Title 47 of the Oklahoma Statutes. Please click the following link to view a document containing a compilation of these statutes.

Car Accidents:

In the event of an accident and a claims coverage investigation, SendaRide and its insurer shall:

- (1) Cooperate with the private passenger motor vehicle liability insurer that insures the motor vehicle that SendaRide's Care Partner uses to provide transportation network company services; and
- (2) Within ten (10) business days of receiving a request for information from a private passenger motor vehicle liability insurer, provide to the private passenger motor vehicle liability insurer information, including the precise times that a SendaRide Care Partner logged on and off of the SendaRide digital network or software application within the twenty-four (24) hours immediately preceding the accident being investigated.

In the event a Care Partner is involved in a car accident, Care Partner agrees that they will be bound by the terms of SendaRide's Car Accident Policy and Procedure as a term of this Agreement. A copy of the SendaRide Car Accident Policy and Procedure will be provided to the Care Partner contemporaneously with this Agreement.