

Subscriber and Rider Terms and Conditions

Last updated: September 10, 2021

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using the SendaRide web-based platform (the “Service”) operated by SendaRide, Inc. (“us”, “we”, or “our”). The following terms constitute a binding legal agreement between you and SendaRide, Inc., Inc. These Terms govern your use of our website, www.SendaRide.com (“Site”), our web-based platform (“Application”) and your use and participation in any related services provided through either (the “Services”).

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

SENDARIDE, INC. DOES NOT PROVIDE TRANSPORTATION SERVICES. INDEPENDENT, THIRD PARTY CARE PARTNERS OFFER TRANSPORTATION SERVICES THAT ARE ARRANGED THROUGH USE OF OUR DIGITAL SERVICES. SENDARIDE, INC. OFFERS INFORMATION AND A METHOD TO ARRANGE SUCH THIRD-PARTY TRANSPORTATION SERVICES, BUT DOES NOT AND DOES NOT INTEND TO PROVIDE TRANSPORTATION SERVICES AND HAS NO RESPONSIBILITY OR LIABILITY FOR ANY TRANSPORTATION SERVICES PROVIDED TO YOU BY SUCH THIRD PARTIES.

BY CLICKING THE CHECKBOX NEXT TO “I AGREE TO THE SENDARIDE, INC. TERMS OF USE”, BY REGISTERING TO USE THE WEB-BASED PLATFORM, OR BY ACCESSING OR USING THE SERVICES, YOU: (1) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT (WHICH INCLUDES THESE TERMS AND ANY APPLICABLE SUPPLEMENTAL TERMS); (2) REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT, PERSONALLY OR IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, ON BEHALF OF THAT COMPANY AND TO BIND SUCH COMPANY TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT AND AGREE TO ALL OF THE FOLLOWING TERMS AND CONDITIONS, OR IF YOU DO NOT HAVE SUCH AUTHORITY, YOU WILL NOT BE PERMITTED TO USE THE APPLICATION OR TO ACCESS OR USE THE SERVICES. YOUR CLICKING ON THE CHECKBOX NEXT TO “I AGREE TO THE SENDARIDE, INC. TERMS OF USE” CONSTITUTES YOUR ELECTRONIC SIGNATURE ON THIS AGREEMENT AND YOUR CONSENT TO EXECUTE THIS AGREEMENT ELECTRONICALLY.

THE TERMS INCLUDE A CLASS ACTION WAIVER AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

Communications

By creating an Account, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

You consent to e-mail and text message/SMS communication from SendaRide, Inc. and other participants in the Services, including Care Partners. We do not charge for this

Service. However, you are responsible for all message and data rates that may be charged from your carrier for these messages. You may not opt-out from these messages, as they are necessary for providing the Services. We will not be liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from your mobile service operator.

Audio Recordings

You, on behalf of your Riders consent to audio recordings of each ride, from the time the rider is checked in until they are checked out, by SendaRide, Inc. These recordings will not be used for any purposes other than ensuring each ride meets the standards expected of the company or to determine if any misconduct occurred during the ride by either party. Users may request that the company review an audio recording if a question about character or misconduct should arise.

Purchases

When you purchase any product or service made available through the Service (“Purchase”), you may be asked to supply certain information relevant to your Purchase including, without limitation, the business’s credit card number, the expiration date, billing address, and CCV code.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

SendaRide, Inc. charges the actual amount of the service so our charge may vary from the estimation by a factor of +15%. If this occurs, we default to the estimated price and flag it in our administrative system for review.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

Availability, Errors and Inaccuracies

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mis-priced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Service, you represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third-party posts on or through the Service. However, by posting Content using the Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service.

SendaRide, Inc. has the right but not the obligation to monitor and edit all Content provided by users.

In addition, Content found on or through this Service are the property of SendaRide, Inc. or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

Accounts

When you create an account with us, you guarantee that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account.

You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

You must register for an account on our Site to schedule transportation. You agree not to create an account using a false identity or this information, or on behalf of someone other than yourself. You shall have no ownership or other property interest in your account.

You agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Services' registration form.

You must provide all equipment and software necessary to connect to the SendaRide, Inc. Properties, including but not limited to, an internet accessible device that is suitable to connect with and use the SendaRide, Inc. You are solely responsible for any fees, including Internet connection or mobile fees that you incur when accessing the SendaRide, Inc.

You must treat all information about participants in our Services, including profile information about Care Partners and other User Submissions as confidential information. You may use this information only for the purpose of fulfilling your

obligations as a participant in the Services, and you may not share this information with any third party.

SendaRide, Inc. has a cancellation policy for transportation and you will be charged if your Rider fails to show and fails to cancel the reservation within the cancellation policy. Please see our Rules and other policies for details on these cancellation policies and applicable fees. SendaRide, Inc. reserves the right to charge you cancellation fees and/or no-show fees. Depending on the services booked and the circumstances of the cancellation or no-show, such fees range from a flat-fee to the full quoted fare. You hereby authorize any such charges and fees.

You agree to:

- Fully and accurately complete your Riders' profiles, and immediately update the form if there are any changes to this information.
- Ensure that their Riders are familiar with and follows all applicable rules.
- Inform the Care Partner of any specific instructions regarding the pickup or drop-off of the Rider.
- Maintain all necessary permissions to enable Care Partner to pick up Rider from the applicable pickup location and drop-off Rider at the applicable destination.
- Provide emergency contact information for the Rider on the Profile.
- Not circumvent our Services to interact with a Care Partner outside of our application.

We reserve the right to refuse any potential User or Rider or to suspend or terminate any User's or Rider's eligibility to obtain transportation or Rider care services at any time, for any reason.

Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to legal@sendaride.com, with the subject line: “Copyright Infringement” and include in your claim a detailed description of the alleged Infringement as detailed below, under “DMCA Notice and Procedure for Copyright Infringement Claims”

You may be held accountable for damages (including costs and attorneys’ fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the Service on your copyright.

DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright’s interest; a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) 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 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; 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.

You can contact our Copyright Agent via email at legal@sendaride.com

Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of SendaRide, Inc. and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of SendaRide, Inc.

Links to Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by SendaRide, Inc.

SendaRide, Inc. has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or the websites.

You acknowledge and agree that SendaRide, Inc. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third-party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

You agree to defend, indemnify and hold harmless SendaRide, Inc. and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

You hereby release the Covered Parties from claims, demands any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, that is either directly or indirectly related to or arises from (i) your use of the Application or Services, or (ii) any transportation services arranged as a result of your activities through the SendaRide, Inc. Properties.

Limitation of Liability

In no event shall SendaRide, Inc., nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the

possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an “AS IS” and “AS AVAILABLE” basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

SendaRide, Inc. its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Users shall arrange transportation and/or Rider care services through the Site. Users will input their requests prior to any transportation services and SendaRide, Inc. will endeavor to match the request with an available Care Partner. A RIDE REQUESTED IS NOT A GUARANTEE THAT A RIDE WILL BE ARRANGED OR PROVIDED. Although Users will be notified of the matched Care Partner prior to the transportation services, Users acknowledge that Care Partners may change prior to the transportation.

Care Partners are not covered parties under this agreement. Care Partners are not agents, employees, joint venturers, affiliates, franchisees or partners of SendaRide, Inc. We do not control or have the right to control the Care Partners, except to the extent we have provided them with our policies and procedures. We do not guarantee that a Care Partner will accept a request for transportation. We are not liable for the acts errors, omissions, representations, warranties, breaches or negligence of Care Partners or for any personal injury, death, property damage or other damages or expenses resulting

from actions by a Care Partner. We have no liability and will make no refund in the event of any delay, cancellation or any other cause outside of our direct control.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Oklahoma, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

Arbitration Agreement; Class Waiver; Waiver of Trial by Jury.

This section contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

a. Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by SendaRide, Inc. that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration

Agreement applies to you and SendaRide, Inc., and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

b. Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to SendaRide, Inc. should be sent to: 13919-B North May Avenue, #210, Oklahoma City, OK 73134. After the Notice is received, you and SendaRide, Inc. may attempt to resolve the claim or dispute informally. If you and SendaRide, Inc. do not resolve the claim or dispute within 30 days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

c. Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the

option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the ADR Provider.

d. Additional Rules for Non-appearance Based Arbitration: If non-appearance arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties.

e. Time Limits. If you or SendaRide, Inc. pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

f. Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and SendaRide, Inc., and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the

calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and SendaRide, Inc..

g. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and SendaRide, Inc. in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND SENDARIDE, INC. WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

h. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

i. Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This Paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

j. Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

k. Right to Waive. Any or all of the rights and limitations set forth in this Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or effect any other portion of this Agreement.

l. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Company.

m. Small Claims Court. Notwithstanding the foregoing, either you or SendaRide, Inc. may bring an individual action in small claims court.

n. Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

o. Courts. In any circumstances where the foregoing Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Oklahoma City, Oklahoma, for such purpose.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. When changes are made, we will make a new copy of the Terms available in the Application. We will also update the “Last Updated” date at the top of these Terms. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Contact Us

If you have any questions about these Terms, please contact us at

legal@sendaride.com