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# Trip Rides Terms of Service

LAST UPDATED: April 01, 2020





Welcome to TRYP Technologies, Inc. (along with its parents, subsidiaries, representatives, affiliates, offers, and/or directors) (collectively, “TRIP,” “TRIP Rides,” “we,” “us,” or “our”), a Wyoming corporation, website located at [www.tryprides.com](http://www.tryprides.com) and other affiliated websites and mobile applications (the “TRIP Rides Platform”, “Website” or “Platform”). The Platform includes the website, TRIP Ride’s mobile applications, TRIP Ride’s technology platform, and any other services provided by or on behalf of TRIP Rides, including the use of the Platform to facilitate a rideshare.

## RELATIONSHIP BETWEEN YOU (USER) AND TRIP RIDES

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These terms of use are made up of a legally binding agreement (the “Agreement”) between you (“your,” “Driver,” “Rider,” “User,” or “TRIP Rides community member”) and TRIP Rides, dictating your usage of the Platform within the United States and its territories and possessions.

By agreeing to these Terms of Service, and/or by accessing or utilizing any element of the TRIP Rides Platform, you are clearly acknowledging that you have a comprehensive understanding of this Agreement and accept all of the policies and terms within it. ALL USERS OF THE TRIP RIDES PLATFORM ARE REQUIRED TO AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Please review the following terms and conditions concerning your use of and access to the PLATFORM. By accessing, using and/or downloading any materials or content from the PLATFORM, you agree to follow and be bound by these terms and conditions (these “Terms” or this “Agreement”). If you do not agree with these Terms, you may not use the platform. These Terms provide that all disputes between you and TRIP Rides will be resolved by BINDING ARBITRATION. ACCORDINGLY

YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION) to assert or defend your rights under these Terms (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the Section below titled Dispute Resolution; Arbitration Agreement for the details regarding your agreement to arbitrate any disputes with TRIP Rides.

The creation and registration of any User account with the TRIP Rides Platform automatically dictates that you have read, understood, consent to, and agree to be bound by all of the terms and conditions within this Agreement. These Terms will hereby take the place of any prior arrangements or agreements made between us and you, and we reserve the right to terminate these Terms or any Services at any time and for any reason. NO USER SHALL BE ALLOWED TO ACCESS THE PLATFORM IF THEY DO NOT AGREE TO THESE TERMS AND CONDITIONS.

Any segments of this Agreement that are deemed unenforceable or inapplicable shall be removed from the Agreement, however, all remaining terms and conditions will still remain valid and enforced. By agreeing to these Terms and Services, you understand that this specific Agreement, as well as all connecting agreements, may be automatically assigned by Trip Rides in accordance with the "Notices" section detailed below. All section titles and/or headings within this document are meant for comprehension or reference purposes only and have no legal limiting, binding, or defining effects on the terms or conditions described below. Any breach by either party of the terms and conditions laid out within this Agreement does not have any effect on the ability of either party to subsequently act on other breaches, regardless of the similarity of circumstances. These general Terms of Use, along with the Privacy Policy, and other consequential agreements not explicitly listed here yet agreed to by the User, shall determine the comprehension and agreement between you and TRIP Rides with the regards to the following information listed below. You may review such agreements at [www.tryprides.com](http://www.tryprides.com).

Additional terms may be applied to other Services and will be disclosed to you separately. All terms, whether written here or within connected supplemental agreements, will be considered a part of the overarching Terms associated with the Services and the Platform and any usage or provision concerning either or both. In the event that there is a conflict between two connecting agreements that fall under the general Terms, the language consented to and agreed upon within the additional terms and conditions shall prevail.

TRIP Rides can and will modify the terms and conditions of this Agreement at its sole discretion. Any additions or alterations to this Agreement will be made effective upon posting and notification of a posting to our Users. The "Last Updated Date" at the top of this Agreement may be the sole way in which we notify our Users of any updates to this Agreement. Your consent to this Agreement will be automatically received upon your continued usage of our Platform after the Agreement has been modified and such date has been changed. Any updates or changes that are deemed disagreeable to you as a User will render your usage or access of the Platform unacceptable.

## ARBITRATION AGREEMENT

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Consenting to the Terms of Use means that you agree to your requirement to resolve any claims made against TRIP Rides individually and via the terms and conditions laid out in the following Arbitration Agreement. Any class, collective, or representative actions taken against TRIP Rides will hereby be unwarranted. You may not participate in any current or future class, collective, consolidated, or representative action brought against TRIP Rides by a third-party.

## AGREEMENT TO BINDING ARBITRATION BETWEEN YOU AND TRIP

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Any and all claims, controversies, and/or disputes that are in any way connected to the terms and conditions laid out in this Agreement as well as any connecting agreements and/or your use of the Platform or Services shall be resolved via arbitration between you and TRIP Rides. You may not pursue action against TRIP Rides surrounding any of the above issues in a court of law.

You hereby understand and consent to the fact that you and TRIP Rides shall waive the right to a trial by jury or to participate in any representative or class action proceedings (either as a plaintiff or class member). All arbitration shall take place on an individual basis unless expressly agreed upon in writing by both you and TRIP Rides. Small claims court remains a valid venue in which either you or TRIP Rides may retain the right to bring individual action. The same rights are retained for the seeking of injunctive or other equitable relief in a court of competent jurisdiction regarding any issues involving intellectual property rights as laid out in the terms and conditions of this Agreement and all corresponding agreements.

## GOVERNING LAW AND ARBITRATION RULES

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American Arbitration Association (“AAA”) is the organization which shall administer all arbitration between you and TRIP Rides. This arbitration shall be performed according to the Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (“AAA Rules”) as laid out by the AAA, excluding those which have been explicitly modified by this Arbitration Agreement. You can find a listing of all AAA Rules at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or via their phone number: 1-800-778-7879.

All interpretations, applicability, enforceability or formation of this Arbitration Agreement (which may include any claim of this Agreement’s validity) shall fall under the sole authority of the AAA acting as the arbitrator (“Arbitrator”). The relinquishing of this authority to the AAA dissolves the prior authority of any federal, state, or local court or agency regarding this arbitration or the issues tied to it. All threshold arbitrability issues, which may include issues relating to the unconscionable or illusory nature of these Terms of Us, shall be the sole responsibility of AAA, the Arbitrator. The issues in the previous statement also include any defense to arbitration which may include waiver, delay, laches, or estoppel.

Both parties hereby agree that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”), will govern the interpretation and enforcement and any subsequent proceedings regarding said interpretation and enforcement due to the evidenced interstate transaction occurring as a result of this Arbitration Agreement. All state laws shall be preempted to the fullest legal extent by the FAA and AAA Rules as intended by both parties. The laws of the state of Nevada shall govern any issues that arise under this Arbitration Agreement which cannot be found within the FAA and AAA Rules.

## ARBITRATION PROCESS

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A written Demand for Arbitration (as detailed in the AAA Rules) shall be required of any party who wishes to initiate arbitration and must be provided to the opposing party. You can find a form for the Demand for Arbitration at the Consumer

Arbitration Rules section in [www.adr.org](http://www.adr.org) or via phone at 1-800-778-7879. The Arbitrator provided by AAA may be one of the following: 1. An attorney that has a specific license to practice law in the state of Nevada and that is selected by both parties from the AAA's roster of consumer dispute arbitrators; or 2. A retired judge. The AAA shall appoint an Arbitrator in accordance with AAA Rules if both parties cannot agree upon an Arbitrator within seven (7) days of the delivery of the Demand for Arbitration.

## LOCATION AND PROCEDURE

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Arbitration shall occur within Las Vegas, Nevada. Unless you request a hearing or the Arbitrator deems that the arbitration requires a hearing, and if the claim does not exceed the limit of \$10,000, then the arbitration will proceed based solely on the documents that TRIP Rides and you submit to the Arbitrator. For any claims exceeding \$10,000, the AAA Rules will dictate your right to a hearing. It is up to the Arbitrator, operating within the bounds of the AAA Rules, to govern and manage an exchange of information by the parties that is reasonable and consistent with the accelerated purpose of said arbitration.

## DECISION

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The AAA Rules specify a time frame within which the Arbitrator will determine an award. Any court that has competent jurisdiction to hold the judgement of the arbitration award may be valid. Injunctive or declaratory relief may be awarded by the Arbitrator if it is only in favor of the claimant and only to the extent that is deemed necessary for the relief that is warranted by the claimant's individual claim. All decisions made by the Arbitrator shall be final and all parties involved shall be bound to said decisions. Therefore, there shall be no precedential or collateral estoppel effect of the Arbitrator's decision or judgement. Attorneys' fees and expenses shall be compensated to the prevailing party in an arbitration in accordance with applicable law. TRIP Rides waives any rights and shall not seek attorneys' fees and expenses under the event that TRIP Rides may be the prevailing party during an arbitration.

## COSTS OF ARBITRATION

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The AAA Rules shall be solely responsible for setting forth any necessary fees that you are responsible to pay for any AAA filing, administrative, and/or arbitrator fees.

## MODIFICATIONS OR AMENDMENTS

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A written notice of rejection within 30 days of the date of any changes made to this Arbitration Agreement is required for you to officially reject the terms of this Arbitration Agreement, notwithstanding the consent to be bound by the changes made to the Terms of Use in this overarching Agreement and all corresponding agreements. This written notice must be submitted

to TRIP Rides by mail, by hand, or by email from the email address associated with your Trip Rides Account to: [customercare@triprides.app](mailto:customercare@triprides.app). Inclusion of your full name and a clear indication of your rejection to the changes that have been made to this Arbitration Agreement are required within this written notice. Any rejection of changes made to this Arbitration Agreement shall mean the rejecting party consents to the provisions of the Arbitration Agreement specified at the date and time that the terms and conditions of this Agreement and all corresponding agreements were initially consented to by said party.

## SEVERABILITY AND SURVIVAL

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In the event that any portion of this Arbitration Agreement is deemed unenforceable or unlawful for any reason whatsoever, the following actions will ensue. 1. The severance of the unenforceable or unlawful provision shall not impact the remainder of the Arbitration Agreement or the ability of either party to enact arbitration of any claims that may remain on an individual basis (which is pursuant to the Arbitration Agreement) in any way whatsoever. 2. The portion or provision of this Arbitration Agreement that is under question shall be stricken from these Terms of Use. 3. The claims that fall outside of the umbrella of the remaining Arbitration Agreement and the AAA Rules must proceed on a class, collective, consolidated, or representative basis in a civil court of competent jurisdiction. These claims shall not be made in arbitration and any individual claims that remain in arbitration shall bear no effect on these individual claims.

## THE SERVICES

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TRIP RIDES IS A FACILITATOR OF TRANSPORTATION SERVICES BETWEEN A DRIVER AND RIDER. WE ARE NOT A TRANSPORTATION SERVICE PROVIDER. WE ARE NOT A TRANSPORTATION CARRIER. EACH DRIVER DECIDES WHETHER THEY WANT TO ACCEPT A RIDE REQUEST ONCE THEY HAVE BEEN PLACED IN COMMUNICATION WITH A TRIP RIDER VIA OUR PLATFORM. EACH RIDER DECIDES WHETHER THEY WANT TO ACCEPT TRANSPORTATION FROM A DRIVER ONCE COMMUNICATION HAS BEEN ESTABLISHED BETWEEN THEM VIA OUR PLATFORM. IT IS UP TO THE USER TO DECIDE TO ACCEPT OR OFFER ANY SERVICES INVOLVING THE TRIP RIDES PLATFORM. EVERY RIDE OFFERED OR ACCEPTED BY EITHER USER PARTY SHALL BE DEEMED A SEPARATE AGREEMENT BETWEEN THESE TWO OR MORE USERS.

## GENERAL PROVISIONS

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**Accuracy of Information:** The information on the platform may be inaccurate, incomplete, or out of date. We make no representation as to the completeness, accuracy or correctness of any information on the Platform. All products and services described or depicted on the Platform are subject to change at any time without notice. The inclusion of any products or services on the Platform at a particular time does not imply or warrant that those products or services will be available at any time. We reserve the right, without prior notice and in our sole and absolute discretion, to limit the order quantity on any product or service, to refuse service to any customer and/or to refuse access to the Platform by any visitor or customer. We also may require verification of information prior to the acceptance and/or shipment of any order.

## GENERAL USE PROVISIONS

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All materials provided on the Platform, including but not limited to information, documents, products, logos, graphics, sounds, images, compilations, content and services (“Materials” or “Content”), are provided either by TRIP Rides or by respective third party authors, developers or vendors (“Third Party Providers”) and are the copyrighted works of TRIP Rides and/or its Third Party Providers (or are permitted/licensed to be used by Third Party Providers), unless specifically provided otherwise. Except as stated herein, none of the Materials may be modified, copied, printed, reproduced, distributed, republished, performed, downloaded, displayed, posted, transmitted and/or otherwise used in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, without the prior express written permission of TRIP Rides and/or a Third Party Provider. Also, you may not “mirror” or “archive” any Materials contained on the Platform on any other server without TRIP Ride’s prior express written permission.

Except where expressly provided otherwise by TRIP Rides, nothing on the Website shall be construed to confer any license or ownership right in or to the Materials, under any of TRIP Ride’s intellectual property rights, whether by estoppel, implication, or otherwise. You acknowledge sole responsibility for obtaining any such licenses. See the “Contact Information” section below if you have any questions about obtaining such licenses. Materials provided by Third Party Providers have not been independently reviewed, tested, certified, or authenticated in whole or in part by TRIP Rides. TRIP Rides does not provide, sell, license, or lease any of the Materials other than those specifically identified as being provided by TRIP Rides.

Any unauthorized use of any Materials contained on the Website may violate copyright laws, trademark laws, the laws of privacy and publicity, and/or communications regulations and statutes. It is your obligation to comply with all applicable state, federal and international laws. You are responsible for maintaining the confidentiality of your account information and password and for restricting access to such information and to your computer. You agree to accept responsibility for all activities that occur under your account or password.

Termination: You or we may suspend or terminate your account or your use of the Platform at any time, for any reason or for no reason. You are personally liable for any orders that you place or charges that you incur prior to termination. We reserve the right to change, suspend, or discontinue all or any aspect of this Website at any time without notice.

## PROPERTY RIGHTS AND LICENSE

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TRIP Rides is the sole owner of all intellectual property rights associated with the Platform and the Services. Regardless of registration status, all database rights, copyright, trademarks, design rights and any other rights not listed here shall be deemed the property of TRIP Rides. TRIP Rides is the owner of all logos, service marks, company and/or product names, and other trademarks not listed here. All information provided to TRIP Rides from you, whether in the form of questions, comments, suggestions, ideas, feedback, or any other type of information not listed here, shall be the sole property of TRIP Rides and any submission of said information deems that you understand and consent to this arrangement.

TRIP Rides shall retain the right to utilize your Information in a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable manner. This grants us the rights and license to copyright, publicize, and create databases based on this

Information that you provide. We shall also retain the right to use, copy, perform, display, and distribute this Information in all current and future possible capacities. TRIP Rides shall have no obligation to compensate you or notify you regarding any usage of your submission of information to TRIP Rides, through TRIP Rides Services, or via the TRIP Rides Platform. All materials including but not limited to logos, designs, graphics, scripts, service names, and icons are registered trademarks of TRIP Rides and shall be commanded as such. These materials shall be referred to as TRIP Rides Trademarks throughout this Agreement.

You consent and understand that TRIP Rides is the owner and licensor of TRIP Rides Trademarks. Your use of TRIP Rides Trademarks is solely to the benefit of TRIP Rides and in no way confers any additional interest or ownership to you of said Trademarks. You agree to not perform or assist in the following:

- Attempt to invalidate the proprietary nature of TRIP Rides Trademarks or other materials under the umbrella of our intellectual property rights through any form of usage whatsoever, or any usage that does not fall within the terms and conditions listed in this Agreement;
- Apply to register or renew any material that falls under the umbrella of previously or currently owned property rights or Trademarks by TRIP Rides as well as any material that may be deemed similar by TRIP Rides;
- Associate TRIP Rides Trademarks with any materials, products, services, or actions that in any way violate laws, statutes, governmental regulations or standards, or the terms and conditions laid out in this Agreement;
- Use TRIP Rides Trademarks or any derivation of TRIP Rides Trademarks in the creation of any materials, whether through incorporation or other means, unless you have been given written approval by TRIP Rides;
- Attempt to challenge TRIP Ride's ownership of the TRIP Rides Trademarks or take any action that would otherwise jeopardize or invalidate said ownership, including the ability for TRIP Rides to enforce our policies regarding intellectual property rights.

If you violate any provision of TRIP Ride's Trademark License, then immediate termination of said license will take place. All materials created that bear any of TRIP Ride's Trademarks or any significant similarity to TRIP Ride's Trademarks shall immediately fall under the umbrella of TRIP Ride's intellectual property, regardless of how derivative or different the materials are. You consent to submit any materials to TRIP Rides that are relevant to this policy.

## THIRD PARTY SERVICES AND CONTENT

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The TRIP Rides Platform contains, or you may be sent through the TRIP Rides Platform, links to other websites 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"). All materials that are posted in the TRIP Rides Platform may be monitored by us and removed at any time for any reasons that we see fit, however, we are in no way obligated to do so and are not liable for any harm that is caused by those materials. Within the TRIP Rides Platform, there are links and content that are created, owned and operated by third parties, which includes text, graphics, pictures, music, videos, software, and more. We are not responsible for investigating or monitoring any of this content for its accuracy, appropriateness, or legitimacy. In any situation where precise location information may be required or where inaccurate information may lead to harm, death, property, or environmental damage, the location data provided by TRIP Rides Platform should not be relied upon and we are in no way responsible or liable for anything that occurs to Users who disregard this statement. Our location data is only intended for basic location

purposes. Any date, time, or location information cannot be guaranteed in any way by TRIP Rides or our content providers. All location data that you share with TRIP Rides, either manually or automatically, will be made accessible to TRIP Rides and specific Users of the Platform. Review the Disclaimers section for further information regarding third-party content.

## ACCESS AND USE OF THE SERVICES

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### **Account Creation and Usage**

You and you alone are the only individual with the authorization to utilize or access your TRIP Rides account. We do not accept any responsibility regarding the maintenance and retention of your confidentiality of your password and/or username for your TRIP Rides account and/or Platform. Any activities that occur within your User account shall fall under your responsibility. Any unauthorized utilization of your User account shall not be in any way the fault of TRIP Rides. You agree to notify us immediately upon recognizing the unauthorized or suspicious activity or utilization regarding your User account.

### **Eligibility and Restricted Activity**

Only individuals who are legally allowed to form binding contracts under applicable law may use or access the TRIP Rides Platform. TRIP Rides is not made available or promoted to children (individuals less than 18 years of age). Users who have had their account deactivated for any reason shall not have access to the TRIP Rides Platform, either temporarily or permanently. By registering as a TRIP Rides User, you are legally acknowledging and declaring that you are at least 18 years of age. You are also acknowledging and declaring that you have a legal right and authority to agree and abide by the terms and conditions listed in this Agreement.

By using the TRIP Rides Platform and participating in the Services, you agree to never perform the following acts:

- Harassment of any person via stalking, threatening, or otherwise illegal or intolerable act;
- Violation of any laws, statutes, ordination or regulations laid out by the governing or regulatory body in which you access the TRIP Platform;
- Posting of any information or interactions on or in conjunction with the TRIP Rides Platform or Services in a manner which may be deemed false, inaccurate, misleading (by direct means, omission, or failure to update), defamatory, libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal;
- Infringing on any third party's rights by use of the Platform in any way that may include but is not limited to: intellectual property rights, copyright, patent, trademark, trade secret, and/or other proprietary rights or rights of publicity or privacy;
- Usage of any part of the TRIP Rides Platform in a circumstance which could be deemed as "framing" or "mirroring" without prior written authorization, as well as the usage of meta tags or code or other devices that may contain any reference to us in an attempt to direct any individual or party to another website for any reason whatsoever;
- Attempting to modify, adapt, translate, reverse engineer, decipher, decompile, or otherwise disassemble any portion or segment of the TRIP Rides Platform or any affiliated software that may be used on or in conjunction with the TRIP Rides Platform;
- Sub licensing, licensing, redistribution, selling, lending, renting, and/or leasing of access to the TRIP Rides Platform, any element of the TRIP Rides Platform, and/or the TRIP Rides Platform as a whole;

- Causing us to become subject to regulation or creating liability for us regarding the usage of TRIP Rides as a transportation carrier or provider of a taxi service;
- Creating links directly, or indirectly, to any external content or websites;
- Transferring or selling any information regarding your User account, which may include but is not limited to your password;
- Causing the engagement of any third party with regards to any of the restricted activities that have been listed above;
- Involvement in the impersonation of any person or entity;
- Interference or disruption of servers or networks that may connect the TRIP Rides Platform, as well as the general Services provided from within the TRIP Rides Platform;
- Forging or manipulating of any headers or identifiers in an attempt to disguise the origin of any information that may be transmitted through the Platform;
- Using any spiders, robots, site search/retrieval applications, and/or other manual or automatic devices or process in an effort to retrieve, index, scrape, “data mine”, or create or circumvent or attempt to reproduce any of the navigational structuring or presentation of the contents within the TRIP Rides Platform or the TRIP Rides Platform as a whole.

The transmission, publication, and/or posting of any malicious content, including but not limited to code, files or programs that are designed in any way to corrupt, interrupt, damage, destroy or limit the functionality of any computer software or hardware, as well as any telecommunications equipment, including the interception or expropriation of any system, data, and/or personal information;

You shall agree to contact us immediately and directly at [customercare@triprides.app](mailto:customercare@triprides.app) as soon as you experience or notice any violation or attempted violation of these Restricted Activities. You also agree to provide any and all information regarding these circumstances.

We have no obligation to suspend or deactivate any User not in compliance with this Agreement. However, we reserve to do so at our sole discretion.

## CONTACT AND COMMUNICATION

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Registering as a TRIP Rides User dictates that you automatically agree to the consensual acceptance and reception of communications from us via email, SMS, phone calls, and push notifications from within the mobile device that you access the TRIP Rides platform from. The consent to this communication from TRIP Rides means that you accept that you may be sent automated or pre-recorded content from TRIP Rides, our Drivers, and/or our third-party partners which shall include but is not limited to messages regarding your account, updates or information involving our Platform or Services, promotional or marketing content managed by us or our partners, and any relevant news or developments surrounding TRIP Rides or our relevant industries.

SMS disclosures: You will receive a one-time PIN to verify your mobile number on Trip Rides. Message frequency may vary. Standard message and data rates may apply. Reply HELP for help. Reply STOP to cancel. T-Mobile® is not liable for delayed or undeliverable messages. Supported carriers include, but are not limited to : AT&T Boost MetroPCS Sprint T-Mobile® U.S. Cellular® Verizon Wireless Virgin Mobile USA.

YOU MAY OPT-OUT OF RECEIVING COMMUNICATIONS BY COMPLETING THE FOLLOWING ACTIONS. Standard SMS messaging and/or data utilization fees shall apply to your communications with TRIP Rides and are your responsibility. You are not required to consent to the reception of any promotional content or communication. Text the word STOP from the mobile device receiving the messages in order to opt-out of any promotional or marketing communications via text or phone call. Text the word STOP ALL from the mobile device receiving the messages in order to opt-out of receiving all text messages or calls from TRIP Rides entirely. It shall be noted that opting out of receiving all texts may impact your ability to effectively and efficiently utilize the TRIP Rides Platform.

## PROMOTIONS

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TRIP Rides reserves the right to make promotions available with a variety of features to any of our Riders for any reason whatsoever without notification of other Users who may have not received said promotions. These promotions shall not have any bearing on your charges unless otherwise explicitly stated to you in writing by TRIP Rides. The use of promotions may include the creation of promotional codes that can be redeemed to specific User Accounts. These promotional codes shall be subject to separate promotional code agreements on a per-code basis and shall not apply to any Riders that have not received said codes or to any charges made outside of the agreements pertaining to said codes. The following restrictions apply to promotional code usage: 1. Codes may not be used for anyone other than the intended recipient and for the intended purpose. 2. Unless written consent is given by TRIP Rides, promotional codes may not be duplicated, sold, or distributed in any manner other than what has been expressly stated in the relevant code's agreement. 3. TRIP Rides reserves the right to disable any and all promotions at any time for any reason. 4. Promotional codes cannot be redeemed for cash. 5. Promotional codes may have an expiration date set by TRIP Rides. Any fraudulent, error-based, or violating usage of promotional codes warrants that TRIP Rides may disable said code or even issue charges based on the amount that said code had reduced initial charges to the User deemed at-fault.

## CONTENT

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By registering with TRIP Rides as a User, you consent to us utilizing the information you provide to create your TRIP Rides User account which enables you to access the Platform and make use of the Services. You can view the full extent to which we gather, store, and utilize your information within our Privacy Policy page. Throughout this document, the term "Information" maybe used to describe the data or information that you choose to provide to us or to other Users via our Platform or connected third-party services (such as Facebook).

As a TRIP Rides User, you accept full responsibility for the publication, promotion, and/or sharing of your Information or interactions between us and other users of our Platform. Any Information that you provide that may be required by law or by TRIP Rides to ensure proper utilization and functioning of our Platform shall be automatically deemed accurate, current, and complete by you as a TRIP Rides User. You accept that you are the only individual in control of the publication or sharing of your Information. TRIP Rides shall retain the right to utilize your Information in a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable manner. This grants us the rights and license to copyright, publicize, and create databases based on this Information you provide. We shall also retain the right to use, copy, perform, display, and distribute

this Information in all current and future possible capacities. We do not claim any ownership of your Information. You retain any and all rights related to your Information within the bounds of the rights granted to us in this Agreement.

## ACCESS

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It is the sole responsibility of the User to access any data or network that may be necessary for the functionality of the Platform and Services. TRIP Rides is not responsible for any fees or rates applied to this access via your mobile device and/or the applicable network or data provider associated with your connection. There is no guarantee or liability on the part of TRIP Rides that any or all of the Services and the Platform shall be accessible at any specific point or for any specific reason. Please review the Disclaimers section for further information regarding access to the TRIP Rides Platform.

## PAYMENTS AND REFUNDS

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TRIP Rides will assist you in establishing your own merchant account that will process all payments due to you. As a Driver, you will receive 100% of the Base Fare as determined by the current Compensation Plan and any tips provided by Riders to you for the Services you provide. 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. TRIP Rides works hard to ensure that legitimate Riders are matched with legitimate Drivers. Fraud and abuse do take place by both Drivers and Riders and TRIP Rides will attempt to investigate any claim of fraud or abuse. Although TRIP Rides takes steps, such as pre-authorization and pre-checking the validity of a Rider's credit card, there is no guarantee that a Rider's payment will be successfully made and therefore you bear the risk of not receiving the payment, not TRIP Rides. Where a Driver has given a successful ride to a Rider, but the Rider's payment is not made for some reason, TRIP Rides will immediately investigate. If TRIP Rides determines that its assessment and screening were insufficient to protect the Driver, then TRIP Rides will cover the payment to the Driver. Likewise, if a Rider makes a payment to a Driver but the Rider did not receive the Services as intended, TRIP Rides will investigate and has the discretion to refund the fare or credit the account of Riders for a ride. If we refund the fare or credit a Rider account for a ride you provided, you will not be paid for the portion of the ride that was refunded or credited. If you have already received payment for a refunded/credited ride, TRIP Rides has the right to seek immediate repayment from you. TRIP Rides' third-party payment processor maintains statistics on chargebacks. Should the Driver exceed reasonable or acceptable chargeback ratios, your merchant account could be suspended or terminated by the merchant account provider.

As a Rider, you agree to pay TRIP Rides, and permit TRIP Rides to retain a fee (the "Booking Fee") based on each transaction in which you utilize any of TRIP Ride's Services. The amount of the applicable Booking Fee will be communicated in a Booking Fee schedule. TRIP Rides reserves the right to change the Booking Fee at any time at TRIP Ride's discretion based upon local market factors. Changing the Booking Fee in the Booking Fee schedule will constitute notice in the event of such change. Continued use of the TRIP Rides Platform after any such change in the Booking Fee calculation shall constitute your consent to such change.

Certain trips and fare destinations or pickup require the payment of fees and/or tolls (i.e. airport fees). To the extent that these fees/tolls are paid by the Rider, the Driver acknowledges that these receipts will be retained by TRIP Rides for payment to the appropriate legal authority.

## DAMAGES AND MAINTENANCE

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Users are solely responsible for any costs associated with the damage, maintenance, and/or loss of any and all property (including vehicles) that may fall under the umbrella of the Services, the Platform, or under your User account. See the Disclaimers section for more information regarding faults and liability for repairs, cleaning, losses, and fees.

## DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY.

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### DISCLAIMERS

These disclaimers are made on behalf of the affiliates, officers, directors, employees, agents, shareholders and suppliers of TRIP Rides. There are no warranties or conditions (express, implied, or statutory) that are made within the TRIP Rides Platform and said Platform is offered on an "as is" basis. Additionally, there are no guarantees or promises made that are specific to the results of the use of our Platform and/or Services within it. Any warranties of title, merchantability, fitness for a specific purpose, and/or non-infringement implications are officially disclaimed by TRIP Rides. It is possible that you live in a state which does not allow TRIP Rides to disclaim any implied warranties. In this case, the following disclaimer may not apply to you. The warranty detailed here allows each user specific legal rights which may be in addition to various legal rights that will vary depending on your jurisdiction of operation. The following implications or promises are not warranted during your use of the TRIP Rides Platform: Accurate, complete, reliable, current, secure, uninterrupted, always available, and/or error-free usage. Any defects in the TRIP Rides platform being discovered and/or corrected or the implication of virus-free and non-harmful component usage are also not warranted by TRIP Rides. Any connectivity and availability of the TRIP Rides Platform or Services is not warranted and we are not liable for any lack of connection or availability. The quality or safety of the transportation that is provided via the Services within the TRIP Rides platform does not fall under our control. We do not guarantee that Services will be completed using the TRIP Rides Platform, whether or not they were initiated or promised by the Rider or Driver. Users can lie about their identity and we cannot guarantee that any individual is who they claim to be. The use of common sense is encouraged. Make sure that profile pictures align with the User's appearance in person. If either User suspects fraudulent activity or falsification of identity, please contact TRIP Rides at [Safety@tryprides.com](mailto:Safety@tryprides.com). We are not liable or responsible for any Users and any content, communication, or usage by said Users who may be falsifying information about their age. Direct communication with the User that you are arranged to connect with is encouraged in order to ensure that none of the above activities are taking place. Any online or offline actions performed by TRIP Rides Users is in no way the responsibility of TRIP Rides. All of your interactions and communications with other Users are your responsibility. The whereabouts and possession of personal belongings are the sole responsibility of the users that claim ownership over them. We do not provide or procure insurance for left or lost belongings. Using the TRIP Rides Platform and taking part in the Services means that you agree TRIP Rides is not responsible for any of the described actions or lack thereof and that you automatically consent to these risks. Any information that you provide to us, via our Platform, or during Services to other Users is your responsibility and it is possible that said information will be used to harm or harass you. We shall not be held liable for any harmful actions taken with your personal information. We encourage you to be careful about what information you decide to provide to us or via the TRIP Rides Platform or during Services. Any actions taken with regards to this information does not fall under our responsibility, regardless of whether the User(s) at fault is officially authorized or is a malicious entity. All opinions, offers, statements, advice, and/or other information that is published, posted, provided, and/or shared through the TRIP Rides Platform (except that which is provided directly by us)

are the responsibility of the individual(s) who created and distributed them, and we cannot guarantee the legitimacy of said information. Any harm or loss that is incurred as a result of the following of this information is your responsibility and not ours.

The TRIP Rides Platform contains, or you may be sent through the TRIP Rides Platform, links to other websites 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"). All materials that are posted in the TRIP Rides Platform may be monitored by us and removed at any time for any reasons that we see fit, however, we are in no way obligated to do so and are not liable for any harm that is caused by those materials. Within the TRIP Rides Platform, there are links and content that are created, owned and operated by third parties, which includes text, graphics, pictures, music, videos, software, and more. We are not responsible for investigating or monitoring any of this content for its accuracy, appropriateness, or legitimacy. In any situation where precise location information may be required or where inaccurate information may lead to harm, death, property, or environmental damage, the location data provided by TRIP Rides Platform should not be relied upon and we are in no way responsible or liable for anything that occurs to Users who disregard this statement. Our location data is only meant for basic location purposes. Any date, time, or location information cannot be guaranteed in any way by TRIP Rides or our content providers. All location data that you share with TRIP Rides, either manually or automatically, will be made accessible to TRIP Rides and specific Users of the Platform.

## LIABILITY

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TRIP RIDES, OUR AFFILIATES, AND/OR OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, OR SUPPLIERS, ARE IN NO WAY OR IN ANY EVENT LIABLE TO YOU FOR ANY TYPE OF DAMAGES THAT MAY ARISE OUT OF OR FALL WITHIN THE UMBRELLA OF THE PLATFORM, THE SERVICES, OR ANY DIRECT OR INDIRECT USAGE OF EITHER. THESE DAMAGES, WHETHER INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INDIRECT SHALL INCLUDE BUT ARE NOT LIMITED TO ANY INFORMATION OR CONTENT MAINTAINED OR TRANSMITTED BY THE TRIP RIDES PLATFORM, ANY SERVICE INTERRUPTIONS, THE COST OF PROCURING A SUBSTITUTION TO OUR SERVICES, LOSS OF DATA, LOSS OF PROGRAMS, DELETION, CORRUPTION, OR FAILURE TO STORE INFORMATION THAT MAY IN ANY WAY BE RELATED TO THE USE OF THE PLATFORM, THE SERVICES, AND THE AGREEMENT. THE SCOPE OF TRIP RIDES INSURANCE POLICIES SHALL NOT BE LIMITED BY ANY OF THESE DAMAGES OR ANY SUPPOSED NEGLIGENCE OF THESE DAMAGES. ANY DAMAGES OF THE SAME TYPE(S) LISTED ABOVE THAT INCLUDE BUT ARE NOT LIMITED TO PHYSICAL DAMAGES, EMOTIONAL DISTRESS OR DISCOMFORT, OR BODILY INJURY THAT IS IN ANY WAY CONNECTED TO THE USAGE OF THIS PLATFORM, THE SERVICES, OR YOUR COMMUNICATION OR CONNECTION WITH USERS SHALL ALSO REMAIN OUTSIDE OF THE SCOPE OF OUR LIABILITY, REGARDLESS OF OUR KNOWLEDGE OF SAID DAMAGES PRIOR TO, DURING, OR AFTER THEIR SUPPOSED OCCURRENCE(S). DEPENDING ON THE JURISDICTION IN WHICH YOU OPERATE OR USE THE PLATFORM OR SERVICES, THE LIMITATION, AND EXCLUSION OF SAID DAMAGES MAY NOT BE ALLOWED. YOU MAY RETAIN ADDITIONAL RIGHTS IF THE LAWS WITHIN THESE SPECIAL JURISDICTIONS APPLY TO YOU.

## INDEMNITY

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TRIP Rides, any of our affiliates, and all of our officers, directors, employees, agents, shareholders, and suppliers shall be defended and indemnified by you. All of the stated groups and individuals shall be rendered immune to any claims, actions, suits, losses, costs, liabilities, and expenses that have any connection to your usage of the Services and the Platform as a whole. This includes the following:

- Your violation of any rights or laws laid out or respected by third parties which include but are not limited to other Users and other citizens that may come into contact during your use of the Platform or Services, as a result of your own connections with the respective third party;
- Your ownership, use or operation of a motor vehicle or passenger vehicle, including your provision of Services as a Driver;
- Any other activities that take place within the realm of the Platform or the Services. Any negligence of any party does not render this indemnity inapplicable.
- Your breach of the terms and conditions within this Agreement as well as any corresponding agreements;
- Your submission or transmission (or any allegation regarding such) of materials that may violate or infringe upon copyright, trademark, trade secret, or intellectual property or any other similar rights of a third party;

## OTHER PROVISIONS - CHOICE OF LAW

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The laws of the State of Nevada (excluding the regard to choice of law principles) shall govern this Agreement. Only the federal or state courts in Las Vegas County, Nevada, shall be the proper locations for the resolution of any litigation (assuming a lack of arbitration).

THE ARBITRATION AGREEMENT AND DISPUTE RESOLUTION SHOULD BE RECOGNIZED AS THE DOCUMENTS THAT INCLUDE IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND ELIGIBILITY TO RESOLVE ANY DISPUTES WHICH MAY ARISE UNDER THIS AGREEMENT.

## NOTICES

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All notices in relation to this Agreement or any other corresponding agreements shall be delivered to TRIP Rides via certified mail with prepaid postage and a return receipt (unless stated otherwise within this Agreement) to the following address:

TRIP Technologies, Inc.  
10161 Park Run Drive, Suite 150  
Las Vegas, Nevada, 89145

Any notice will be marked as given with a date that is 5 days following the date of initial mailing of the notice. We will provide you with any relevant notices via the TRIP Rides Platform, text, email, or mobile phone calls based on the contact information that you provided to us during your registration. These notices shall be marked as given immediately upon sending. In certain cases, in which we will send you certified mail with the same standards as described above, the notices will be marked as given 5 days after the initial mailing of said notices.

Any complaints regarding the TRIP Rides Platform shall be resolved by contacting our Customer Service Department through our support center at [customer@triprides.app](mailto:customer@triprides.app)

Furthermore, TRIP Rides complies with the Digital Millennium Copyright Act (“DMCA”). Any notices given pursuant to the DMCA shall be given to TRIP Ride’s designated agent via email at [webmaster@triprides.com](mailto:webmaster@triprides.com) or via registered US mail sent return receipt to: DMCA Compliance Agent, TRIP Technologies, Inc., 10161 Park Run Drive, Suite 150, Las Vegas, Nevada, 89145.

## GENERAL

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TRIP Ride’s written approval is required for you to assign these Terms. Your consent is not required for TRIP Rides to assign these Terms to the following groups or individuals: 1. An acquirer of TRIP Ride’s equity, business or assets; 2. A subsidiary or affiliate; or 3. A successor by merger. Any and all assignments of this section shall be deemed invalid if they are seen to be in violation of the language stated within this Agreement. The relationship between TRIP Rides Drivers using the TRIP Rides Platform and TRIP Rides is one entirely consisting of independent contracting parties. As a Driver, you understand and consent to this form of direct business relationship. Any segments of this Agreement that are deemed unenforceable or inapplicable shall be removed from the Agreement, however, all remaining terms and conditions will still remain valid and be enforced. By agreeing to these Terms and Services, you understand that this specific Agreement, as well as all connecting agreements, may be automatically assigned by TRIP Rides in accordance with the “Notices” section detailed below. Any failure by TRIP Rides to enforce any terms or conditions stated within these Terms shall not in any way waive any of this Agreement unless otherwise noted by TRIP Rides in a written document.

## INTELLECTUAL PROPERTY NOTICES

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## CONTACT INFORMATION

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If you have any questions about these Terms, or if you would like to request permission to use any Materials, please contact our Customer Support Department at [customer@triprides.app](mailto:customer@triprides.app)