

Terms of Service

Updated: October 5th, 2017

This following user agreement describes the terms and conditions on which YUR Drivers Network Inc. offers you access to the YUR Drivers Platform.

These terms of service constitute a legally binding agreement (the “Agreement”) between you and YUR Drivers Network Inc. (“YUR Drivers”, “we,” “us” or “our”), a Delaware corporation, governing your use of the YUR Drivers application, website, and technology platform (collectively, the “YUR Drivers Platform”). The YUR Drivers Platform provides a marketplace where persons who seek transportation to certain destinations (“Riders”) can be matched with persons driving to or through those destinations (“Drivers”). Drivers and Riders are collectively referred to herein as “Users” and each User shall create a User account that enables such User to access the YUR Drivers Platform. For purposes of this Agreement, the driving services provided by Drivers to Riders that are matched through the Platform shall be referred to collectively as the “Services”. YUR Drivers does not provide transportation services, and YUR Drivers is not a transportation carrier. It is up to the Driver to decide whether or not to offer a ride to a Rider contacted through the YUR Drivers Platform, and it is up to the Rider to decide whether or not to accept a ride from any Driver contacted through the YUR Drivers Platform. Any decision by a User to offer or accept Services once such User is matched through the YUR Drivers Platform is a decision made in such User’s sole discretion. Each transportation Service provided by a Driver to a Rider shall constitute a separate agreement between such persons. By creating your User account and using the YUR Drivers Platform, you expressly acknowledge that you understand this Agreement and accept all of its terms. If you do not agree to be bound by the terms and conditions of this Agreement, you may not use or access the YUR Drivers Platform or the Services, modification to the Agreement. We reserve the right to modify the terms and conditions of this Agreement at any time, effective upon posting the amended terms on this site. If we make changes, we will notify you by, at a minimum, revising the “Last Updated” date at the top of this Agreement. You are responsible for regularly reviewing this Agreement. Continued use of the YUR Drivers Platform or Services after any such changes shall constitute your consent to such changes. If you do not agree to any such changes you may not use or access the YUR Drivers Platform or the Services.

Eligibility

The YUR Drivers Platform is available only to, and may only be used by individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, the YUR Drivers Platform is not available to children (persons under the age of 18) or Users who have had their User account temporarily or permanently deactivated. By becoming a User, you represent and warrant that you are at least 18 years old and that you have the right, authority and capacity to enter into and abide by the terms and conditions of this Agreement. Payments As a Rider, you agree that any amounts charged following a ride (a “Charge”) are mandatory and due and payable immediately upon completion of the ride. Charges include Ride Fees and other applicable fees, tolls, surcharges, and taxes as set forth on your market’s YUR Drivers terms plus any tips to the Driver that you elect to pay. YUR Drivers has the authority and reserves the right to determine and modify pricing by posting applicable Charges to your market’s “YUR Drivers

Cities” page. You are responsible for reviewing the applicable YUR Drivers Cities page and shall be responsible for all Charges incurred under your User account regardless of your awareness of such Charges or the amounts thereof. In all markets, Charges are subject to maximum limits and in no event, shall they exceed \$500.

Ride Fees. Ride Fees consist of a base price and incremental charges based on the duration and distance of your ride. For particularly short rides, minimum Ride Fees may apply.

Cancellation Fee. In the event that you cancel a ride request on the YUR Drivers Platform more than 5 minutes after such request is made, make repeated or frequent cancellations, or fail to show up for your ride in a timely manner, you agree to pay a “Cancellation Fee”. We may also assess a Cancellation Fee against you if we suspect that you have intentionally cancelled rides to disrupt the YUR Drivers Platform or the provision of Services.

Damage Fee. If a Driver reports that you have materially damaged the Driver's vehicle, you agree to pay a “Damage Fee” of up to \$250 depending on the extent of the damage (as determined by YUR Drivers in its sole discretion), towards vehicle repair or cleaning. YUR Drivers reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Damage Fee. Any damages above \$250 will be reported to the Driver's insurance company.

Other Charges. Other fees, tolls, and surcharges may apply to your ride, including: actual or anticipated airport fees, state or local fees, tolls (and return tolls in select instances), and processing fees for split payments. In addition, where required by law YUR Drivers will collect applicable taxes. See your market’s YUR Drivers Cities page for details on other Charges that may apply. Any tips will be provided entirely to the applicable Driver.

Facilitation of Payments. All Charges are facilitated through a third-party payment processing service (e.g., Stripe, Inc., or Braintree, a division of PayPal, Inc.). YUR Drivers may replace its third-party payment processing services without notice to you. Charges shall only be made through the YUR Drivers Platform. Cash payments are strictly prohibited.

No Refunds. Charges are assessed immediately following completion of the ride to your authorized payment method. All Charges are non-refundable unless otherwise determined by YUR Drivers Network Inc. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the YUR Drivers Platform, any disruption to the YUR Drivers Platform or Services, or any other reason whatsoever.

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

Credit Card Authorization

Upon addition of a new payment method or each ride request, YUR Drivers may seek authorization of your selected payment method to verify your payment method, ensure the ride

cost will be covered, and protect against unauthorized behavior. The authorization is not a charge; however, it may reduce your available credit by the authorization amount until your bank's next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account, you may be subject to overdraft of NSF charges by the bank issuing your debit or check card. We cannot be held responsible for these charges and are unable to assist you in recovering them from your issuing bank. Pre-authorization hold When you first start using YUR Drivers add a new credit card, log in, or make a ride request, you may see an authorization hold up to \$25 in your bank account. This is not a charge, but a pre-authorization hold used to verify your payment method, ensure the ride cost will be covered, and to protect against unauthorized behavior. The hold is temporary and will never actually be charged, but may show up on your bank statement as "pending." In addition, you may see "New York" in the descriptor on your bank statement, depending on the bank who issued your card. Please note that in the event your ride is over the pre-authorization amount, you may see two charges associated with the ride - one for the pre-authorization amount and another for the difference between the total ride amount and the pre-authorization amount. Pre-authorization holds are an important step to protect YUR Drivers and the YUR Drivers community against fraud or other unauthorized behavior that violates our Terms of Service.

Drivers Only

As a Driver, you will receive applicable Ride Fees (net after YUR Drivers Administrative Fee, as discussed below) and any tips provided by Riders to you for the Services you provide. Payments due to you shall be processed through the third-party payments processor. You acknowledge and agree that such amounts shall not include any interest and will be net of any amounts that we are required to withhold by law. You expressly authorize YUR Drivers to set the prices on your behalf for all Charges that apply to the provision of Services. YUR Drivers reserves the right to withhold all or a portion of Ride Fees if it believes that you have attempted to defraud or abuse YUR Drivers or YUR Drivers payment systems. In exchange for permitting you to offer your Services through the YUR Drivers Platform and marketplace as a Driver, you agree to pay YUR Drivers (and permit YUR Drivers to retain) a fee of up to 20% (the "Administrative Fee") of the Ride Fees paid by Riders for such Services. When you refer both new passengers and new drivers who sign up using your referral code you will receive 5% of fares completed by them as long as you reach your target mark for the week. In certain jurisdictions, including but not limited to New York, you agree to pay YUR Drivers may apply an Administrative Fee of up to 25% of Ride Fees to cover additional operating costs. YUR Drivers at its sole discretion, may make available promotions with different features to any Drivers or prospective Drivers. These promotions, unless made to you, shall have no bearing whatsoever on you Agreement or relationship with YUR Drivers.

Your Information

Your Information is any information you provide, publish or post to or through the YUR Drivers Platform (including any profile information you provide) or send to other Users (including via in-application feedback, any email feature, or through any YUR Drivers related Facebook, Twitter or other social media posting) (your "Information"). You consent to us using your Information to create a User account that will allow you to use the YUR Drivers Platform and

participate in the Services. Our collection and use of personal information in connection with the YUR Drivers Platform and Services is as provided in YUR Drivers Privacy Policy.

Privacy Policy

YUR Drivers is dedicated to protecting your personal information and informing you about how we use it. This privacy policy applies to transactions and activities and data gathered through the YUR Drivers Platform. Please review this privacy policy periodically as we may revise it without notice. This privacy policy was last revised on February 8, 2016. Each time you use the YUR Drivers Platform or provide us with information, by doing so you are accepting the practices described in this privacy policy at that time. Data We Collect from You In order to operate the YUR Drivers Platform and to provide You with information about products or services that may be of interest to You, We may collect “personal information” (i.e. information that could be used to contact You directly (without using the YUR Drivers Platform) such as full name, postal address, phone number, credit/debit card information, or email address) or “demographic information” (i.e. information that You submit, or that We collect, that is not personal information; this may include, but is not limited to, zip code, hometown, gender, username, age/birth date, browsing history information, searching history information, and registration history information). We will also collect the contact information of you friends, if you choose to connect you contacts and address book information with YUR Drivers and your login credentials to Your social network accounts, such as Facebook and Twitter, if you choose to connect those accounts with your YUR Drivers account. You represent and warrant that you have the authority to provide us with any such contact information. Demographic information is divided into two categories:

“non-public information”, which consists of ride transaction information and one-on-one communications between You and other users of the YUR Drivers Platform; and

“Public information”, which consists of all other demographic information.

Please note that nowhere on the YUR Drivers Platform do We knowingly collect, keep or maintain personal information from children under the age of 18, as We require that all users represent to Us that they are at least 18 years old. How We Use Personal Information We use Your email address and Your other personal information to help Us efficiently operate the YUR Drivers Platform, to contact You in connection with Your transactions and other activities on the YUR Drivers Platform (including, but not limited to, confirmation emails, or important news that could affect Your relationship with YUR Drivers), to forward trip information to You from other Users, to forward trip information from You to other Users, and to contact You and others to suggest potential matches. We use your contact information to find and connect with your friends (when instructed by you). These types of communications are known as “Operational Communications.” In some cases, Operational Communications may also contain commercial messages, such as banner ads and special offers. To operate the YUR Drivers Platform, including processing Your transactions and supporting Your activities on the YUR Drivers Platform, we may share your personal information with Our agents, representatives, contractors and service providers so they can provide Us with support services such as email origination, receipt or support services, customer relationship management services, and order fulfillment. We require these entities not to use your information for any other purpose. By purchasing, or registering or

making reservations for, products or services offered or sponsored by third parties on the YUR Drivers Platform, or electing to receive communications (such as emails or material by mail) or electing to participate in contests, sweepstakes or other programs (such as discount or rewards programs), offered or sponsored by third parties on the YUR Drivers Platform, your consent to Our providing your personal information to those third parties. Those third parties may use your personal information in accordance with their own privacy policies. You will need to contact those third parties to instruct them directly regarding your preferences for the use of your personal information by them. Additionally, you agree that we may use and disclose all such information so submitted to such third parties in the same manner in which we are entitled to use and disclose any other information you submit to us. Any third party with whom We are allowed to share your personal information is authorized to use your personal information in accordance with Our contractual arrangements with such third parties and in accordance with their own privacy policies, over which We have no control, and You agree that We are not responsible or liable for any of their actions or omissions. Those who contact you will need to be instructed directly by you regarding your preferences for the use of your personal information by them.

How We Use Demographic Data

We may review all demographic Data. We may use public information to enable other users to search your profile, to determine whether your trip details fit other user's requirements, and to communicate with you. We may use demographic information to tailor the YUR Drivers Platform and communications to your interests. We may also share demographic information with advertisers on an anonymous and aggregated basis (i.e., without telling the advertisers your identity). One of the reasons we may do this is to increase the likelihood that our advertisers' goods and services will appeal to you as a user of the YUR Drivers Platform. Our sharing of demographic information with advertisers is anonymous (i.e., we do not tell advertisers which particular YUR Drivers Users are members of which demographic groups), subject to the rest of this privacy policy. When you respond to an advertisement, however, we ask you to remember that if that ad that is targeted to a demographic group and you decide to give the advertiser your personal information, then the advertiser may be able to identify you as being a member of that demographic group.

How We Edit Your Information

YUR Drivers provides you with the ability to access and edit your personal information. To update your personal info, click Settings in the YUR Drivers menu. There you can view, update and correct your account information. So that we can protect the integrity of sensitive data, there are certain pieces of information, such as your age, that you cannot alter yourself. Our databases automatically update any personal information you edit in your profile, or that You request we edit. Information transmitted through boards, chats, polls or through any other means remain in our databases and become the property of YUR Drivers upon submission. Keep this in mind if you decide to communicate personal information through any of these applications.

Information Retention

To preserve the integrity of our databases, standard procedure calls for us to retain information submitted by members for an indefinite length of time. YUR Drivers understands your

submissions as consent to store all your information in one place for this indefinite length of time, if we so wish. If required by law, as is the case to comply with the Children's Online Privacy Protection Act (COPPA), we will nullify member information by erasing it from our database. We will also respond to written member requests to nullify account information. Also, by using the YUR Drivers Platform, you do hereby represent and warrant that You understand and agree that all information submitted by You through the YUR Drivers Platform or otherwise to YUR Drivers becomes the property of YUR Drivers and may be used in the sole discretion of YUR Drivers in accordance with this Privacy Policy and the Terms of Use.

Choice/Opt-Out

YUR Drivers provides Users the opportunity to opt-out of receiving communications from us and our partners at the point where we request information about the visitor. YUR Drivers gives Users the option to remove their information from our database, to not receive future communications or to no longer receive our service. Special Cases in Which We Share Personal Information Your personal information may be passed on to a third party in the event of a transfer of ownership or assets, or a bankruptcy. We may also disclose personal information when we determine that such disclosure is necessary to comply with applicable law, to cooperate with law enforcement or to protect the interests or safety of YUR Drivers or other visitors to the YUR Drivers Platform. We also may disclose your personal information to our subsidiary and parent companies and businesses, and other affiliated legal entities and businesses with whom we are under common corporate control. Whenever personal information is disclosed under this paragraph, we may also disclose your demographic information along with it, on a non-anonymous basis. All of Our parent, subsidiary and affiliated legal entities and businesses that receive your personal information or non-anonymous demographic information from us will comply with the terms of this privacy policy with respect to their use and disclosure of such information.

Our Security Precautions (for Riders only)

Your YUR Drivers Profile is password-protected so that only you and authorized YUR Drivers employees have access to your account information. If you have registered for YUR Drivers using Facebook Connect, then your login and password shall be the same as Your Facebook login and password. In order to maintain this protection, do not give your password to anyone. YUR Drivers staff will never proactively reach out to you and ask for any personal account information, including your password. If you share a computer, you should sign out of Your YUR Drivers account and close the browser window before someone else logs on. This will help protect your information entered on public terminals from disclosure to third parties. YUR Drivers makes every effort to ensure that your information is secure on its system. YUR Drivers has staff dedicated to maintaining our privacy policy as set forth herein and other privacy initiatives, periodically reviewing Web security and making sure that every YUR Drivers employee is aware of our security practices. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, YUR Drivers cannot guarantee the security of any information you transmit to us, and you do so at your own risk. If you have any further questions on this issue, refer to YUR Drivers Terms of Use. YUR Drivers expressly disclaims any liability that may arise should any other individuals obtain the information you submit to the YUR Drivers Platform. YUR Drivers has security measures in place to protect

against the loss, misuse and alteration of the information under our control. Your information may be transferred to and maintained on computer networks which may be located outside of the state, province, country or other governmental jurisdiction in which You reside, and the country or jurisdiction in which these computer networks are located may not have privacy laws as protective as the laws in Your country or jurisdiction. The YUR Drivers Platform may contain links to other web sites. We are of course not responsible for the privacy practices of other web sites. We encourage Our Users to be aware when they leave the YUR Drivers Platform to read the privacy statements of each and every web site that collects personally identifiable information. This Privacy Policy applies solely to information collected by the YUR Drivers Platform.

Driver and Vehicle Screening Procedures Background Checks

Ridesharing and livery drivers in the U.S. are screened through a process that includes county, federal, and multi-state criminal background checks. YUR Drivers also reviews drivers' motor vehicle records throughout their time driving with YUR Drivers and drivers must submit a current abstract and have a clean driving record. Background check: make sure that in the past 7 years you have had:

No DUI or drug-related offenses.

No incidents of driving without insurance or license.

No fatal accidents

No history of reckless driving.

No criminal history.

No more than three moving violations in the past 36 months.

No more than two at fault accidents in the past 36 months.

General YUR Drivers vehicle requirements

Must be model year 2003 or newer

Must be a four-door car, truck, or minivan. Manual (standard) transmission is OK

Must pass a vehicle inspection

Driver's full name must be on the insurance for the vehicle

Driver must pass a background check

You need to have in-state car insurance in your name.

You must have in-state car registration. It does not need to be in your name.

You must have an in-state Driver's License.

You must have a Social Security Number, or EIN for a background check.

4-door sedan, must seat 4 or more passengers excluding driver.

In-state plates.

No marked or salvaged vehicles.

The car must be currently registered

YUR Drivers Driver Age Requirements

You must be 21 years of age or older.

You must have 3 years driving experience. If you have recently moved from another state, you may have to verify your driving history.

Changing our Privacy Policy for Previously Gathered Information

If at any point we decide to use particular personally identifiable information in a manner materially different from that stated at the time it was collected, we will notify Users by way of an email or by providing 30 days' notice on the YUR Drivers Platform. We also encourage you to review this privacy policy periodically. By using the YUR Drivers Platform, you do hereby represent and warrant that you have read, understand and agree to all terms of Agreement. Each time you use the YUR Drivers Platform, you agree to all terms set forth in this Agreement and any other policies published by YUR Drivers on the YUR Drivers Platform. Please note that we will continue to have the right to change our privacy policy and practices, and how we use your personally identifiable information, without notice, as described in herein, provided that such changes shall only apply to information gathered on or after the date of the change.

Contacting YUR Drivers

If you have any questions about this privacy statement, the practices of YUR Drivers, or Your dealings with YUR Drivers, you may contact us at our support center.
support@YurDriversnetwork.com.

Information

You are solely responsible for your Information and your interactions with other members of the public, and we act only as a passive conduit for your online posting of your Information. You agree to provide and maintain accurate, current and complete information and that we and other members of the public may rely on your Information as accurate, current and complete. You warrant and represent to us that you are the sole author of your Information. To enable the YUR

Drivers Platform to use your Information, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity, and database rights you have in your Information, and to use, copy, perform, display and distribute such Information to prepare derivative works, or incorporate into other works, such Information, in any media now known or not currently known. YUR Drivers does not assert any ownership over your Information; rather, as between us and you, subject to the rights granted to us in this Agreement, you retain full ownership of all of your Information and any intellectual property rights or other proprietary rights associated with you Information. You are the sole authorized user of your account. You are responsible for maintaining the confidentiality of any password provided by you or YUR Drivers for accessing the YUR Drivers Platform. You are solely and fully responsible for all activities that occur under your User account, and YUR Drivers expressly disclaims any liability arising from the unauthorized use of your User account. Should you suspect that any unauthorized party may be using your User account or you suspect any other breach of security, you agree to notify us immediately. Social Networking Sites for Riders As part of the functionality of the YUR Drivers Platform, you may be able to create or login to your User account through online accounts you may have with third party social networking sites (each such account, an "SNS Account") by either providing your SNS Account login information through the YUR Drivers Platform or allowing YUR Drivers to access your SNS Account. By granting YUR Drivers access to any SNS Accounts, you understand that YUR Drivers may access, make available and store any content that you have provided to and stored in your SNS Account including without limitation any friend, mutual friends, contacts or following/followed lists (the "SNS Content") so that it is available on and through the YUR Drivers Platform to other Users. Unless otherwise specified in this Agreement, all SNS Content, if any, shall be considered to be you Information. Depending on the privacy settings that you have set in such SNS Accounts, personally identifiable information that you post to your SNS Accounts may be available on and through the YUR Drivers Platform.

YUR Drivers Communications

By becoming a User, you expressly consent and agree to accept and receive communications from us, including via e-mail, text message, calls, and push notifications to the cellular telephone number you provided to us. By consenting to being contacted by YUR Drivers , you understand and agree that you may receive communications generated by automatic telephone dialing systems and/or which will deliver prerecorded messages sent by or on behalf of YUR Drivers , its affiliated companies and/or Drivers, including but not limited to: operational communications concerning your User account or use of the YUR Drivers Platform or Services, updates concerning new and existing features on the YUR Drivers Platform, communications concerning promotions run by us or our third party partners, and news concerning YUR Drivers and industry developments. If a Rider wishes to opt-out of promotional emails, text messages, or other communications, you may opt-out by following the unsubscribe options provided to you, including the "end" and "stop all" options described below. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. You acknowledge that you are not required to consent to receive promotional messages as a condition of using the YUR Drivers Platform or the Services.

Restricted Activities

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

impersonate any person or entity;

stalk, threaten, or otherwise harass any person;

violate any law, statute, ordinance or regulation;

interfere with or disrupt the Services or the YUR Drivers Platform or the servers or networks connected to the YUR Drivers Platform;

post Information or interact on the YUR Drivers Platform or Services in a manner which is false, inaccurate, misleading (directly or by omission or failure to update information), defamatory, libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal;

use the YUR Drivers Platform in any way that infringes any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;

post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;

forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the YUR Drivers Platform;

“frame” or “mirror” any part of the YUR Drivers Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose; or

modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the YUR Drivers Platform or any software used on or for the YUR Drivers Platform;

rent, lease, lend, sell, redistribute, license or sublicense the YUR Drivers Platform or access to any portion of the YUR Drivers Platform;

use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the YUR Drivers Platform or its contents;

create liability for us or cause us to become subject to regulation as a transportation carrier or provider of taxi service;

link directly or indirectly to any other web sites;

transfer or sell your User account, password and/or identification to any other party; or

Cause any third party to engage in the restricted activities above.

We reserve the right, but we have no obligation, to suspend or deactivate your User account if you do not comply with these prohibitions. Driver Representations and Warranties By providing Services as a Driver on the YUR Drivers Platform, you represent, warrant, and agree that:

You possess a valid driver's license and are authorized and medically fit to operate a motor vehicle and have all appropriate licenses, approvals and authority to provide transportation to Riders in all jurisdictions in which you provide Services.

You own, or have the legal right to operate, the vehicle you use when providing Services, and such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind.

You will only provide Services using the vehicle that has been reported to and for which a photograph has been provided to YUR Drivers and you will not transport more passengers than can securely and legally be seated in such vehicle (and no more than seven (7) passengers in any instance).

In the event that one or more children are passengers, the Rider is responsible for providing the proper legal seats, booster or child seat, for each child. Some Drivers may provide such seats, but it is not a requirement for the Driver. If such seats are not provided, the Ride cannot be accepted.

If you need a child seat or booster, please contact the driver to let him know. In the event the driver does not carry a booster or child seat you must provide one.

You have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) that names or schedules you for the operation of the vehicle you use to provide Services.

You will be solely responsible for any and all liability that results from or is alleged as a result of your provision of Services, including, but not limited to personal injuries, death and property damages (however, this provision shall not limit the scope of YUR Drivers Insurance Declaration Page, available upon request

In the event of a motor vehicle accident you will be solely responsible for compliance with any applicable statutory or department of motor vehicles requirements, for reporting the accident to YUR Drivers and your insurer in a timely manner, and for all necessary contacts with your insurance carrier.

You will comply with all applicable laws, rules and regulations while providing Services, and you will be solely responsible for any violations of such provisions.

You will pay all applicable federal, state and local taxes based on your provision of Services and any payments received by you.

You will not make any misrepresentation regarding YUR Drivers the YUR Drivers Platform, the Services or your status as a Driver, or, while providing the Services, operate as a public carrier or taxi service, accept street hails, charge for rides (except as expressly provided in this Agreement), or engage in any other activity in a manner that is inconsistent with your obligations under this Agreement.

You will not attempt to defraud YUR Drivers or Riders in connection with your provision of Services. If we suspect that you have engaged in fraudulent activity we may withhold applicable Ride Fees or other payments for the ride(s) in question.

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

You agree that we may obtain information about you, including your criminal and driving records, and you agree to provide any further necessary authorizations to facilitate our access to such records during the term of the Agreement.

Proprietary Rights and Trademark License

All intellectual property rights in the YUR Drivers Platform shall be owned by us absolutely and in their entirety. These rights include and are not limited to database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the YUR Drivers Platform are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information (“Submissions”) provided by you to us are non-confidential and shall become the sole property of YUR Drivers. YUR Drivers shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you. YUR Drivers' name and other YUR Drivers logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of YUR Drivers in the United States and/or other countries (collectively, the “YUR Drivers Marks”). If you provide Services as a Driver, YUR Drivers grants to you, during the term of this Agreement, and subject to your compliance with the terms and conditions of this Agreement, a limited, revocable, non-exclusive license to display and use the YUR Drivers Marks solely in connection with providing the Services through the YUR Drivers Platform (“License”). The License is non-transferable and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without YUR Drivers prior written permission, which it may withhold in its sole discretion. The YUR Drivers Marks may not be used in any manner that is likely to cause confusion. You acknowledge that YUR Drivers is the owner and licensor of the YUR Drivers Marks, and that your use of the YUR Drivers Marks will confer no additional interest in or ownership of the YUR Drivers Marks in you but rather insures to the benefit of

YUR Drivers. You agree to use the YUR Drivers Marks strictly in accordance with YUR Drivers Trademark Usage Guidelines, as may be provided to you and revised from time to time, and to immediately cease any use that YUR Drivers determines to be nonconforming or otherwise unacceptable. You agree that you will not:

create any materials that incorporate the YUR Drivers Marks or any derivatives of the YUR Drivers Marks other than as expressly approved by YUR Drivers in writing;

use the YUR Drivers Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the YUR Drivers Marks other than in accordance with the terms, conditions and restrictions herein;

take any other action that would jeopardize or impair YUR Drivers rights as owner of the YUR Drivers Marks or the legality and/or enforceability of the YUR Drivers Marks, including, without limitation, challenging or opposing YUR Drivers ownership in the YUR Drivers Marks;

apply for trademark registration or renewal of trademark registration of any of the YUR Drivers Marks, any derivative of the YUR Drivers Marks, any combination of the YUR Drivers Marks and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the YUR Drivers Marks;

Use the YUR Drivers Marks on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard.

Violation of any provision of this License may result in immediate termination of the License, in YUR Drivers sole discretion. If you create any materials bearing the YUR Drivers Marks (in violation of this Agreement or otherwise), you agree that upon their creation YUR Drivers exclusively owns all right, title and interest in and to such materials, including without limitation any modifications to the YUR Drivers Marks or derivative works based on the YUR Drivers Marks. You further agree to assign any interest or right you may have in such materials to YUR Drivers and to provide information and execute any documents as reasonably requested by YUR Drivers to enable YUR Drivers to formalize such assignment.

Copyright Complaints and Copyright Agent

YUR Drivers respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials on the Services infringe upon your copyrights, please send the following information to YUR Drivers Copyright Agent at 151 W. Passaic St. Rochelle Park N.J.

description of the copyrighted work that you claim has been infringed, including specific location on the YUR Drivers Platform where the material you claim is infringed is located. Include enough information to allow YUR Drivers to locate the material, and explain why you think an infringement has taken place;

a description of the location where the original or an authorized copy of the copyrighted work exists – for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;

Your address, telephone number, and e-mail 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 information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and

An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

Disclaimers

The following disclaimers are made on behalf of YUR Drivers, our affiliates, and each of our respective officers, directors, employees, agents, shareholders and suppliers. The YUR Drivers Platform is provided on an “as is” basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the YUR Drivers Platform and/or the Services, including the ability to provide or receive Services at any given location or time. We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state. We do not warrant that your use of the YUR Drivers Platform or Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that any defects in the YUR Drivers Platform will be corrected, or that the YUR Drivers Platform is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the YUR Drivers Platform or Services. We have no control over the quality or safety of the transportation that occurs as a result of the Services. We cannot ensure that a Driver or Rider will complete an arranged transportation service. We cannot guarantee that each User is who he or she claims to be. Please use common sense when using the YUR Drivers Platform and Services. Please note that there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication or other use or access of the YUR Drivers Platform by persons under the age of 18 in violation of this Agreement. We encourage you to communicate directly with each potential Driver or Rider prior to engaging in an arranged transportation service.

YUR Drivers is not responsible for the conduct

Whether online or offline, of any User of the YUR Drivers Platform or Services. You are solely responsible for your interactions with other Users. We do not procure insurance for, nor are we responsible for, personal belongings left in the car by Drivers or Riders. By using the YUR

Drivers Platform and participating in the Services, you agree to accept such risks and agree that YUR Drivers is not responsible for the acts or omissions of Users on the YUR Drivers Platform or participating in the Services. It is possible for others to obtain information about you that you provide, publish or post to or through the YUR Drivers Platform (including any profile information you provide), send to other Users, or share during the Services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on the YUR Drivers Platform or through the Services. Please carefully select the type of information that you post on the YUR Drivers Platform or through the Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users, or “hackers”). Opinions, advice, statements, offers, or other information or content made available through the YUR Drivers Platform, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted on the YUR Drivers Platform or otherwise disseminated by third parties. We reserve the right, but we have no obligation, to monitor the materials posted in the public areas of the YUR Drivers Platform and remove any such material that in our sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others. The YUR Drivers Platform contains (or you may be sent through the YUR Drivers Platform) links to other web sites owned and operated by third parties (“Third Party Sites”), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (“Third Party Content”). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites or Third Party Content accessed through the YUR Drivers Platform. Location data provided by the YUR Drivers Platform is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither YUR Drivers nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data displayed by the YUR Drivers Platform. Any of your Information, including geolocation data, you upload, provide, or post on the YUR Drivers Platform may be accessible to YUR Drivers and certain Users of the YUR Drivers Platform. This paragraph applies to any version of the YUR Drivers Platform that you acquire from the Apple App Store. This Agreement is entered into between you and YUR Drivers Apple, Inc. (“Apple”) is not a party to this Agreement and shall have no obligations with respect to the YUR Drivers Platform. YUR Drivers not Apple, is solely responsible for the YUR Drivers Platform and the content thereof as set forth hereunder. However, Apple and Apple’s subsidiaries are third party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof. This Agreement incorporates by reference the Licensed Application End User License Agreement published by Apple at <http://www.apple.com/legal/internet-services/itunes/appstore/dev/stdeula/>, for purposes of which, you are “the end-user.” In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement shall control.

State and Local Disclosures

Certain jurisdictions require additional disclosures to you. You can view any disclosures required by your local government. State and Local Disclosures. There are currently no disclosure requirements for New Jersey or New York. YUR Drivers does not have permission to operate at any of the tristate area airports. Until approval is provided you are prohibited from picking up passengers in these areas. In doing so you might be breaking the municipalities current statutes and may be subject to a fine or criminal prosecution. You do this at your own risk and YUR Drivers Network will not be held liable for these actions. We will update the disclosures page as jurisdictions add, remove or amend these required disclosures, so please check in regularly for updates

Indemnity

You will defend, indemnify, and hold us and our affiliates and each of our respective officers, directors, employees, agents, shareholders and suppliers harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the YUR Drivers Platform and participation in the Services, including, but not limited to:

Your breach of this Agreement or the documents it incorporates by reference;

Your violation of any law or the rights of a third party, including, without limitation, Drivers, Riders, other motorists, and pedestrians, as a result of your own interaction with such third party;

Any allegation that any materials that you submit to us or transmit through the YUR Drivers Platform or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party;

Your ownership, use or operation of a motor vehicle or passenger vehicle, including your provision of Services as a Driver; and/or

Any other activities in connection with the Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

Limitation of Liability

In no event will we, our affiliates, or each of our respective officers, directors, employees, agents, shareholders or suppliers, be liable to you for any incidental, special, punitive, consequential, or indirect damages (including, but not limited to, damages for deletion, corruption, loss of data, loss of programs, failure to store any information or other content maintained or transmitted by the YUR Drivers Platform, service interruptions, or for the cost of procurement of substitute services) arising out of or in connection with the YUR Drivers Platform, the Services, or this Agreement, however arising including negligence, even if we or our agents or representatives know or have been advised of the possibility of such damages (provided however that this provision shall not limit the scope of YUR Drivers' insurance policies). We will not be liable for any damages, direct, indirect, special, punitive, incidental

and/or consequential (including, but not limited to physical damages, bodily injury, death and/or emotional distress and discomfort) arising out of you communicating with or meeting other Users of the YUR Drivers Platform or Services, even if we or our agents or representatives know or have been advised of the possibility of such damages. Certain jurisdictions may not allow the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have additional rights.

Release

In the event that you have a dispute with one or more Users, you agree to release YUR Drivers (including our affiliates and each of our respective officers, directors, employees, agents, shareholders, and suppliers) from claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes with other Users or to you use of the YUR Drivers Platform or participation in the Services. Furthermore, you expressly waive any rights you may have under California Civil Code Section 1542 (or analogous laws of other states), which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor." We reserve the right, but have no obligation, to monitor disputes between you and other Users.

Term and Termination

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

Agreement to Arbitrate All Disputes and Legal Claims

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

acknowledge and agree that you and YUR Drivers are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.

Confidentiality

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to YUR Drivers business, operations, and properties, including User information (“Confidential Information”) disclosed to you by YUR Drivers for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of YUR Drivers in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to YUR Drivers with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by YUR Drivers or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of YUR Drivers ; becomes known to you, without restriction, from a source other than YUR Drivers without breach of this Agreement by you and otherwise not in violation of YUR Drivers ’s rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that You shall provide prompt notice of such court order or requirement to YUR Drivers to enable YUR Drivers to seek a protective order or otherwise prevent or restrict such disclosure.

No Agency

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

Notices, Complaints

Except as explicitly stated otherwise, any notices to YUR Drivers shall be given by certified mail, postage prepaid and return receipt requested to: 151 W Passaic St. Rochelle Park N.J. Such notice shall be deemed given three days after the date of mailing. Any notices to you shall be provided to you through the YUR Drivers Platform or given to you via the email address you provide to YUR Drivers during the registration process, and such notice shall be deemed given immediately upon sending. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to YUR Drivers during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing. To resolve a complaint regarding the YUR Drivers Platform, you should first contact our Customer Service Department through our support center.

General

This Agreement shall be governed by the laws of the State of New Jersey without regard to choice of law principles. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

You agree that this Agreement and all incorporated agreements may be automatically assigned by YUR Drivers, in our sole discretion in accordance with the “Notices” section of this Agreement. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. A party’s failure to act with respect to a breach by the other party does not constitute a waiver of the party’s right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between you and YUR Drivers with respect to the subject matter hereof.