**Effective April, 10, 2020**

This Fleet Agreement (the “Agreement”), effective the date accepted by You, is made and entered into by and between you (“You”) and Gride Inc. (“Gride”). By entering into this Agreement, You also acknowledge that you have read, understood, and voluntarily agreed to the Gride [Terms of Service](https://about.postmates.com/legal/terms) and [Privacy Policy](https://about.postmates.com/legal/privacy), both of which are expressly incorporated herein by reference. Additionally, and for clarity, you and Gride may each be referenced in this Agreement as a “Party” and together as the "Parties."

IMPORTANT: PLEASE REVIEW THIS AGREEMENT CAREFULLY, SPECIFICALLY THE MUTUAL ARBITRATION PROVISION IN SECTION 10. UNLESS YOU OPT OUT OF ARBITRATION AS PROVIDED BELOW, THIS AGREEMENT REQUIRES THE PARTIES TO RESOLVE DISPUTES THROUGH FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO THE FULLEST EXTENT PERMITTED BY LAW. BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND VOLUNTARILY AGREED TO ALL OF THE TERMS OF THIS AGREEMENT, INCLUDING THE MUTUAL ARBITRATION PROVISION, AND THAT YOU HAVE TAKEN TIME AND SOUGHT ANY ASSISTANCE NEEDED TO COMPREHEND AND CONSIDER THE CONSEQUENCES OF THIS IMPORTANT BUSINESS DECISION.

**Recitals**

Gride provides and maintains an online marketplace and mobile platform on which individual customers (collectively “Customers”); restaurants, retail stores, and other merchants (collectively “Merchants”), and independent providers of delivery services connect to facilitate the purchase, fulfillment, and, when applicable, delivery of goods from Merchant(s) to Customer(s). You are an independent provider of delivery services, authorized and able to satisfy any and all legal requirements necessary to perform the services contemplated by this Agreement in the geographic location(s) in which you operate. You understand and agree that you may enter into this Agreement either as an individual or a business entity, and you desire to enter into this Agreement for the right to access Gride in order to receive Delivery Opportunities (as defined in section 3A below). In consideration of these recitals and the mutual promises below, and for other good and valuable consideration, you and Gride agree as follows:

**1. Purpose Of Agreement**

1A. This Agreement governs the entire relationship between the Parties, and establishes the Parties’ respective rights and obligations arising out of this relationship. The Parties acknowledge and agree that this Agreement is between independent businesses that are separately owned and operated. The Parties intend this Agreement to create the relationship of principal and independent contractor and not that of employer and employee. Neither Party shall have the right to bind the other by contract (or otherwise) except as specifically provided in this agreement.

1B. Nothing in this Agreement requires You to accept any Delivery Opportunity(s) from Gride, and nothing in this Agreement shall guarantee You any particular volume of Delivery Opportunities or Deliveries for any particular time period.

1C. Gride reserves the right, at any time, to modify external documents referenced and incorporated into this Agreement and/or any information referenced via hyperlink. Such modifications shall become effective upon posting. Your continued use of Gride after any such changes shall constitute your consent to such changes.

1D. You acknowledge and agree that if Gride modifies any provision of this Agreement (including any information referenced via hyperlink) you will not have a renewed opportunity to opt out of arbitration. You further acknowledge and agree that Your acceptance of this Agreement does not create a renewed opportunity to opt out of arbitration (if applicable).

**2. Your Operations**

2A. You understand and agree that in providing any services under this Agreement, You are not an employee or customer of Gride, any Merchant selling goods through Gride, or any Customer purchasing goods through Gride.

2B. You understand that: (i) You are free to select the times You wish to use Gride; (ii) You are free to accept, reject, or ignore any particular Delivery Opportunities made available to You through Gride; and (iii) You have the sole right to control the manner and means by which You perform Deliveries through Gride.

2C. You represent that, as applicable, You possess all equipment, including mobile telephone, modes of transportation, etc. (collectively “Equipment”) and personnel necessary to lawfully provide the services contemplated by this Agreement. Moreover, You agree that You are solely responsible for ensuring that such Equipment conforms to applicable laws, including those pertaining to health, safety, inspection, and operational capability, and that You are responsible for all costs and expenses You may incur under this Agreement, including, but not limited to, traffic tickets, tolls, parking fees, inspections, insurance, and any other costs related to Equipment. Except as otherwise required by law, You assume all risk of damage or loss to Your Equipment.

2D. Nothing in this Agreement prohibits You, to the extent permitted by law and subject to the terms of this Agreement, from hiring, subcontracting, or otherwise engaging any other person (a “Subcontractor”) to assist You with the performance of a Delivery, provided that any such Subcontractor accepts the terms of this Agreement and separately completes the process to receive Delivery Opportunities from Gride. You agree to bear sole responsibility for the direction and control over any Subcontractor. Specifically, to the extent You engage a Subcontractor, unless otherwise mandated by law, You assume full and sole responsibility for the payment of all amounts due or required to be withheld from Subcontractor(s) for work performed under this Agreement, including but not limited to any wages, benefits and expenses, state and federal income tax withholdings, unemployment insurance contributions, and/or social security taxes. Gride shall have no responsibility for money or obligations you may owe Subcontractor(s), and neither You nor any Subcontractor(s) shall participate in or receive any wages or other benefits available to Gride’ employees. The Parties acknowledge and agree that any provisions of this Agreement reserving ultimate authority in Gride have been inserted solely to achieve compliance with federal, state, or local laws, regulations, and interpretations thereof, and/or to ensure the safety of Gride for all users.

2E. You understand and agree that You are required to wear or use any clothing or equipment provided by or bearing Gride’ name or logo; or to purchase, lease, or rent any products, equipment, or services from Gride.

2F. Nothing in this Agreement shall prevent the Parties from at any time engaging in similar arrangements or business with others, including the Parties’ direct competitors, and You agree to immediately notify Gride in writing if You believe You have been restricted in any way by Gride from engaging with or providing your services to any other entity(s).

2G. You agree that before you receive access to Gride, You will submit to and pass a background check based on Your own social security number. You also agree that, at its sole discretion and in accordance with applicable law, Gride may require you to submit to and pass additional background check(s) conducted with Your consent.

2H. SMS and push communications from Gride, its affiliates or its representatives and/or Merchants or Customers, may include but are not limited to: (1) operational communications concerning your user account, sign up progress to become a Contractor, use of the Platform, or features available on the Platform, (2) communications relating to Deliveries and Delivery Opportunities, including delivery fees, (3) news concerning Gride and industry developments that affect your relationship with us, and (4) account verification communications. With your consent, Gride may also send you marketing SMS regarding promotions from us or our third-party partners. Message and data rates may apply.

2I. You agree that Gride, its affiliates or its representatives may contact You (including for marketing purposes from Gride or our third-party partners where permitted by law) by email, phone, push notifications, SMS, or by other comparable means (including by use of an automatic telephone dialing system) at the email address (es), phone(s), or phone number(s) You provide to Gride.

2J. You also agree and consent to SMS and push communications from Gride, its partners, affiliates, or representatives, and/or Merchants or Customers, that may include but are not limited to: (1) operational communications concerning Your user account, sign up progress to use Gride, use of Gride, or features available from Gride; (2) communications relating to Deliveries and Delivery Opportunities, including any money paid to You fees for services provided; (3) news concerning Gride and industry developments that affect Your relationship with Gride; and (4) account verification communications. Message and data rates may apply.

YOU CAN UNSUBSCRIBE FROM GRIDE’ MARKETING EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE MARKETING EMAIL ITSELF. PLEASE BE ADVISED THAT IF YOU OPT OUT OF MARKETING EMAILS, GRIDE MAY STILL SEND YOU EMAILS ABOUT YOUR ACCOUNT OR ANY TRANSACTIONS BETWEEN THE PARTIES.

IF YOU WISH TO OPT OUT OF MARKETING TEXT OR SMS MESSAGES, IN RESPONSE TO SUCH A MESSAGE YOU MAY REPLY “STOP” FROM THE MOBILE DEVICE RECEIVING THE MESSAGE. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE MARKETING TEXTS OR CALLS AS A CONDITION OF PERFORMING SERVICES USING GRIDE.

**3. Deliveries**

3A. Gride may notify you of the opportunity to complete a delivery from a Merchant to a Customer (each, a “Delivery Opportunity”), and You may have the option to choose automatic acceptance or other preferences for certain Delivery Opportunities. For a Delivery Opportunity You accept (each, a “Delivery”), You agree to complete the delivery of the good(s) purchased by a Customer in a form free from tampering, in the condition intended by the Customer and/or Merchant, according to the terms of this Agreement and/or as otherwise set forth in the Help 678-402-7234 and in compliance with any and all applicable federal, state, and local laws, rules and regulations, including but not limited to applicable food and health safety laws, rules, and/or regulations. You further agree that for any Delivery that includes any age-restricted items, including but not limited to alcohol, tobacco, e-cigarettes, or vaporizers, You are responsible for ensuring the Delivery complies with all federal, state, and local laws, including but not limited to ensuring that the individual accepting the Delivery is the individual who placed the order, has provided valid identification, is the required age, and is not intoxicated.

3B. You agree that Gride may provide You with a prepaid debit card that can be used to pay for certain Deliveries. Any unauthorized use of this prepaid debit card will be considered theft and/or fraud. You further agree that if you lose the prepaid debit card, you will report the loss to Gride immediately.

3C. You agree that if you fail to complete any Delivery (a “Service Failure”), Gride reserves the right to recover any costs incurred by Gride related to your action(s) or omission(s). You further agree that if you fail to return to a Merchant any item that cannot be delivered (a “Return Failure”), Gride reserves the right to recover any costs incurred by Gride related to the Return Failure. If you dispute responsibility for a Service Failure or Return Failure, You agree to resolve the dispute pursuant to the “Payment Disputes” provision in Section 5 below.

**4. Fees for Services Provided**

4A. Unless otherwise notified in writing by Gride or as otherwise provided herein, You will receive payment per completed leg of Delivery in the amount listed in the payment schedule for the relevant type of delivery and/or relevant market as found in the  Main office 0r 678-402-7234. Gride reserves the right, at its sole discretion, to change the payment schedules at any time for any reason, and your continued use of the Gride Platform shall constitute Your consent to any change. Nothing in this Agreement prevents the Parties from negotiating a different rate of pay, and you are free to accept, reject, or ignore any Delivery Opportunities as a means to earn different rates of pay.

4B. Gride agrees to transmit payment(s) for all completed leg(s) of Delivery to You via direct deposit payment no later than seven (7) days after you complete the related Delivery, unless otherwise agreed to by the Parties. You are responsible for any applicable processing fees associated with such remittance, and you agree to accept transfer and/or transaction fees, as applicable, for such payments.

4C. Customers can pay you a gratuity in cash or via other payment method(s). Nothing in this Agreement shall prevent you from retaining 100% of any gratuity paid by a Customer. Gride acknowledges it has no right to interfere with the amount of gratuity given to You by a Customer.

4D Marketplace Sales Channel.

Portier will charge Merchant a fee percentage of 27% for each Item sold via the Gride App through the Marketplace Sales Channel;

4E Non-Delivery Sales Channel.

Portier will charge Merchant a fee percentage of 15% for each Item sold via the Gride App through the Non-Delivery Sales Channel; ( Non-Delivery or Cancellation) \* if customer on responsive, contact Gride for further instruction.

4F Merchant Managed Delivery Sales Channel.

Portier will charge Merchant a fee percentage of 15% for each Item sold via the Gride App through the Merchant Managed Delivery Sales Channel. Further, Portier will charge Merchant a Fee of 27% for each Item sold via the Gride App through the Marketplace Sales Channel.

**5. Payment Disputes**

5A. In the event of a Service Failure or Return Failure, You agree that You may forfeit all or a portion of the payment as described in Section 4 above (depending on the extent to which the Service Failure results from Your action or omission). Any reduction of payment shall be based upon proof provided by the Customer, Merchant, You, and/or any other party with information relevant to the dispute. Gride shall make the initial determination as to what percentage of fault You bear, and You shall have the right to challenge Gride’ determination as described in the provisions set forth in Sections 10 and 11, below.

5B. In the event Gride fails to remit payment in a timely or accurate manner, You shall have the right to seek proper payment by any legal means contemplated by this Agreement, provided, however, You first inform Gride in writing of the failure and provide Gride a reasonable opportunity to cure.

**6. Reporting Your Income**

6A. If You earn the minimum income established by the Internal Revenue Service, Gride shall report all payments made to You on a calendar year basis by issuing an IRS Form 1099.

6B. You agree that Gride may fulfill any tax-related obligations, including but not limited to providing 1099 Forms, through any means, including by electronic transmission to the email address associated with Your Gride account as provided by You. Further, You agree to report all such payments to the appropriate federal, state, and local taxing authorities.

**7. Insurance**

7A. At Your own expense, You shall, during the Term of this Agreement, maintain up-to-date insurance of the types and in amounts equal to or greater than the minimum requirements as required by law in the jurisdiction in which You provide services as contemplated by this Agreement. This includes, but is not limited to, vehicle insurance that is equal to or greater than the minimum vehicle insurance coverage amounts and types required by state or local law, workers’ compensation insurance, and/or occupational accident insurance.

7B. Gride may offer You the opportunity to participate in certain group insurance plans made available by third-party providers to You

7C. You agree to deliver to Gride, upon request, up-to-date certificates of insurance as proof of coverage. You agree to make available updated certificates each time You purchase, renew, or alter Your insurance coverage. You also agree to give Gride at least thirty (30) days’ prior written notice before cancellation of any insurance policy required by this Agreement.

**8. Confidentiality**

8A. You acknowledge and agree that in the performance of this Agreement You may have direct or indirect access or exposure to Gride’ confidential information (“Confidential Information”). Confidential Information includes Gride’ data, provider IDs, user information, Customer information, package information, and the transaction volume, marketing and business plans, business, financial, technical, operational and such other nonpublic information (whether disclosed in writing or verbally) that Gride designates as being proprietary or confidential or that You should reasonably know to treat as confidential.

8B. You acknowledge and agree that: (a) all Confidential Information shall remain the exclusive property of the Gride; (b) You shall not use Confidential Information for any purpose except to complete a Delivery; (c) You shall not disclose Confidential Information to any third-party; and (d) You shall not keep Confidential Information and shall return or destroy (with confirmation of destruction) all Confidential Information upon the termination of this Agreement or at Gride’ request.

8C. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (a) is or becomes part of the public domain through no action or omission by You; (b) was possessed by You prior to the date of this Agreement without an obligation of confidentiality; or (c) is disclosed to You by a third party having no obligation of confidentiality with respect thereto.

8D. If You becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, You will provide Gride prompt written notice of such disclosure and will cooperate with Gride should Gride seek a protective order or another appropriate remedy. If Gride waives Your compliance with this obligation or fails to obtain a protective order or other appropriate remedy, You will furnish only that portion of the Confidential Information that is legally required to be disclosed; provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

**9. Indemnity**

9A. You agree to indemnify, protect, and hold harmless Gride, including all parent, subsidiary, and/or affiliated companies, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees (collectively “Indemnitees”), from: (i) any and all claims, demands, damages, lawsuits, losses, liabilities and causes of action arising directly or indirectly from, as a result of or in connection with the actions of You and/or any Subcontractor under this Agreement, including but not limited to, personal injury to or death of any person (including You and/or any Subcontractor); (ii) any liability arising from Your failure to comply with the terms of this Agreement; (iii) any and all tax liabilities and responsibilities for payment of all federal, state, and/or local taxes, including, but not limited to all payroll taxes, self-employment taxes, workers’ compensation premiums, and any contributions imposed or required under federal, state, and/or local laws, that are owed by You with respect to Your and/or any Subcontractors using the Gride Platform to complete Deliveries; and (iv) all costs associated with Your business, including, but not limited to, the expense and responsibility for any and all applicable insurance, local, state, and/or federal licenses, permits, taxes, and assessments of any and all regulatory agencies, boards or municipalities.

9B. You agree that Your obligations in this Section 9 shall include the cost of defense, including attorneys’ fees, as well as the payment of any final judgment rendered against or settlement agreed upon by Gride or any of the Indemnitees

**10. Mutual Arbitration Provision**

10A. Arbitration of Disputes. The Parties mutually agree to resolve any disputes between them exclusively through final and binding arbitration instead of filing a lawsuit in court.

1. Gride and You expressly agree that this Mutual Arbitration Provision is governed exclusively by the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA") and shall apply to any and all claims between the Parties, including but not limited to those arising out of or relating to this Agreement, Your classification as an independent contractor, Your provision of services under this Agreement, the fees received by You for performing Deliveries, the termination of this Agreement, the deactivation of Your Gride account, and all other aspects of Your relationship with Gride, past or present, whether arising under federal, state, or local law, including without limitation harassment, discrimination, and/or retaliation claims and claims arising under or related to the Civil Rights Act of 1964 (or its state or local equivalents), Americans with Disabilities Act (or its state or local equivalents), Age Discrimination in Employment Act (or its state or local equivalents), Family Medical Leave Act (or its state or local equivalents), Fair Labor Standards Act (or its state or local equivalents), state and local wage and hour laws, state and local statutes or regulations addressing the same or similar subject matters, and all other federal, state, and/or local claims arising out of or relating to Your relationship or termination of that relationship with Gride. The Parties expressly agree that this Agreement shall be governed by the FAA even in the event You and/or Gride are otherwise exempted from the FAA. Any disputes in this regard shall be resolved exclusively by an arbitrator. In the event, but only in the event, the arbitrator determines the FAA does not apply, the state law governing arbitration agreements in the state in which You perform delivery services shall apply.
2. Only an arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Mutual Arbitration Provision, including without limitation any dispute concerning arbitrability. However, as stated in Section 10B.iv below, the preceding clause shall not apply to any dispute relating to or arising out of the Class Action Waiver and Representative Action Waiver, which must proceed in a court of competent jurisdiction and cannot be heard or arbitrated by an arbitrator.

10B. BY AGREEING TO ARBITRATE DISPUTES BETWEEN THEM AS DESCRIBED HEREIN THE PARTIES TO THIS AGREEMENT AGREE THAT ALL SUCH DISPUTES WILL BE RESOLVED THROUGH BINDING ARBITRATION BEFORE AN ARBITRATOR AND NOT BY WAY OF A COURT OR JURY TRIAL.

1. If either Party wishes to initiate arbitration, the initiating Party must notify the other Party in writing via certified mail, return receipt requested, or hand delivery within the applicable statute of limitations period. This demand for arbitration must include (1) the name and address of the Party seeking arbitration, (2) a statement of the legal and factual basis of the claim, and (3) a description of the remedy sought. Any demand for arbitration by You must be delivered to Gride Attn: Legal Department, 3411 Austell Rd Suite 2D, Marietta, Ga, 30008
2. CLASS ACTION WAIVER—PLEASE READ. Gride and You mutually agree that any and all disputes or claims between the Parties will be resolved in individual arbitration. The Parties further agree that by entering into this Agreement, they waive their right to have any dispute or claim brought, heard or arbitrated as a class and/or collective action, or to participate in any class and/or collective action, and an arbitrator shall not have any authority to hear or arbitrate any class and/or collective action (“Class Action Waiver”).
3. REPRESENTATIVE ACTION WAIVER—PLEASE READ. Gride and You mutually agree that any and all disputes or claims between the Parties will be resolved in individual arbitration. The Parties further agree that by entering into this Agreement, they waive their right to have any dispute or claim brought, heard or arbitrated as a representative action, or to participate in any representative action, including but not limited to, claims brought under any state’s Private Attorneys General Act (PAGA), and an arbitrator shall not have any authority to arbitrate a representative action (“Representative Action Waiver”).
4. Notwithstanding any other clause contained in this Agreement, this Mutual Arbitration Provision, or the American Arbitration Association Commercial Arbitration Rules (“AAA Rules”), any claim that all or part of this Class Action Waiver and/or Representative Action Waiver is unenforceable, unconscionable, void, or voidable shall be determined only by a court of competent jurisdiction and not by an arbitrator. As stated above, all other disputes regarding interpretation, applicability, enforceability, or formation of this Mutual Arbitration Provision shall be determined exclusively by an arbitrator.
5. You agree and acknowledge that entering into this Mutual Arbitration Provision does not change Your status as an independent contractor in fact and in law. You further agree that when performing services pursuant to the terms of this Agreement, You are not doing so as an employee of Gride, a Merchant, or a Customer. You further agree that any disputes in this regard shall be determined exclusively by an arbitrator.
6. Any arbitration shall be governed by the AAA Rules, except as follows: (1) The arbitration shall be heard by one arbitrator selected in accordance with the AAA Rules. The arbitrator shall be an attorney with experience in the law underlying the dispute; (2) Unless applicable law provides otherwise, as determined by the Arbitrator, Gride and You shall equally share filing fees and other similar and usual administrative costs, as are common to both court and administrative proceedings. Gride shall pay any costs uniquely associated with arbitration, such as payment of the Arbitrator and room rental; (3) The arbitrator may issue orders (including subpoenas to third-parties) allowing the Parties to conduct discovery sufficient to allow each Party to prepare that Party’s claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes; (4) Except as provided in the Class Action Waiver and Representative Action Waiver, the arbitrator may award all remedies to which a Party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The arbitrator shall apply the state or federal substantive law, or both, as is applicable; (5) The arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the Federal Rules of Civil Procedure governing such motions; (6) The arbitrator’s decision or award shall be in writing with findings of fact and conclusions of law; (7) Either Gride or You may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this Section 10 may be rendered ineffectual.
7. Regardless of any other terms of this Agreement, nothing prevents You from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S Department of Labor, Securities Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, and nothing in this Agreement or Mutual Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Mutual Arbitration Provision. This Mutual Arbitration Provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on the claims addressed in this Section 10, even if the claims would otherwise be covered by this Mutual Arbitration Provision. Nothing in this Mutual Arbitration Provision prevents or excuses a Party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law or as required under this Agreement before bringing a claim in arbitration. Gride will not retaliate against You for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act.
8. The AAA Rules may be found at www.gridetech.com or by searching for "AAA Commercial Arbitration Rules" using a service such as [www.google.com](http://www.google.com/) or by asking Gride to provide a copy.
9. Right to Opt Out of Arbitration. Arbitration is not a mandatory condition of Your contractual relationship with Gride, and therefore You may opt out of this Mutual Arbitration Provision. In order to opt out, You must notify Gride of Your intention to opt out by submitting to Gride, via USPS Priority Mail or hand delivery to Attn: Legal Department, 201 3rd Street, Suite 200, San Francisco, California, 94103, a written notice stating that you are opting out of this Mutual Arbitration Provision. This written notice must be signed by You, and not any attorney, agent, or other representative of yours. In order to be effective, Your opt-out notice must be postmarked or received by Gride within thirty (30) days of Your acceptance of this Agreement. If You opt out as provided in this subparagraph, Contractor will not be subject to any adverse action as a consequence of that decision and may pursue available legal remedies without regard to this Mutual Arbitration Provision. If You do not opt out within thirty (30) days of Your execution of this Agreement, Your failure to do so shall constitute mutual acceptance of the terms of this Mutual Arbitration Provision by Gride and You.
10. You may only opt out on behalf of Yourself. A written notice submitted to Gride indicating Your intention to opt out may apply, at most, to You.
11. Your decision to opt out of this Mutual Arbitration Provision will relieve You only of Your obligation to arbitrate the disputes specified in this Mutual Arbitration Provision, and does not relieve You of any obligation to arbitrate disputes not specified in this Mutual Arbitration Provision that might arise under any Gride Terms of Service to which You may be bound as a customer. Similarly, Your decision to opt out of another arbitration provision contained in any other agreement shall not relieve You of Your obligation to arbitrate disputes pursuant to this Mutual Arbitration Provision.
12. Right To Consult With An Attorney: You have the right to consult with private counsel of Your choice, at Your own expense, with respect to any aspect of, or any claim that may be subject to this Mutual Arbitration Provision.
13. In the event any portion of this Mutual Arbitration Provision is deemed unenforceable, the remainder of this Mutual Arbitration Provision will be enforceable. In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that all or part of the Class Action Waiver and/or Representative Action Waiver is invalid or unenforceable, the class, collective, or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver and Representative Action Waiver that is valid and enforceable shall be enforced in arbitration.

**11. Term and Termination of Agreement**

11A. This Agreement shall remain in full force and effect for a term of one (1) year from the date it is accepted by you and may not be terminated early without penalty except in the following limited circumstances:

1. Upon the mutual written consent of the Parties hereto (with electronic communication satisfying this requirement). With the mutually agreed-upon termination date stated in the written notice.
2. By Gride, upon thirty (30) days’ written notice to you, if you have not performed a delivery for a period of at least four (4) months (with electronic communication satisfying this requirement), with the date of transmission commencing the thirty (30) day period.
3. By Gride, in the event of an anticipated change in control or cessation of its operations in your market, upon thirty (30) days’ written notice to you (with electronic communication satisfying this requirement), with the date of transmission commencing the thirty (30) day period.
4. If one Party has materially breached the Agreement, immediately upon written notice to the breaching Party (with electronic communication satisfying this requirement), with such notice specifying the breach relied upon. In the case of a material breach by you, and upon written notice, Gride may deactivate your Gride account.

11B. The following acts and/or occurrences shall constitute a material breach of this agreement:

1. Failure by Gride to remit to you all fees for a completed Delivery within twenty-one (21) days of the completed Delivery.
2. Failure by you to maintain current insurance coverage in the amounts and types specified herein or as required by law.
3. Failure by you to complete a delivery without waiver of the obligation as communicated by Gride.
4. Failure by you to maintain all licenses, permits, authorities, registrations and/or other prerequisites to operate that are required by law and/or this agreement.
5. Any act by a party that causes the other party to violate its obligations under any applicable state, federal or local law.
6. Documented complaint by a customer, employee of Gride, employee of a merchant. And / or third-party that you have engaged in conduct that a reasonable person would find physically threatening, highly offensive or harassing.
7. Failure by You to reasonably cooperate with Gride in the investigation of or response to any claim (insurance, civil, or otherwise) arising out of or related to your and/or Subcontractor’s alleged or actual acts or omissions while using Gride.
8. Documented abuse or manipulation of promotions or referral programs offered by Gride.
9. Failure by You to provide delivery in a manner consistent with Gride’ effective operation of the Gride Platform.

11C. Early termination of this agreement by Gride without proper notice (as established in subsection “A” above) shall result in liquidated damages of $100.00 for each day that notice is not properly provided to you, up to a maximum amount of $500.00. The parties acknowledge that liquidated damages are appropriate, because actual damages are not reasonably ascertainable.

11D. Other than for illegal or destructive acts, in the event you dispute that you materially breached this agreement, you may challenge Gride’s decision using the dispute resolution process described in Section 10, above. In all such instances, the parties will be responsible for their own attorneys’ fees and costs, subject to any remedy to which they may be entitled under applicable law and which would otherwise be available in a court of law, but Gride shall bear the arbitrator’s and arbitration fees and costs. Notwithstanding the foregoing, as set forth below, you are not precluded from asserting that applicable law requires Gride to bear the arbitrator’s and arbitration fees and costs, even for illegal or destructive acts. In the event there is a dispute in this regard, the arbitrator must determine the appropriate apportionment of fees at the earliest practicable time following commencement of the arbitration.

11E. If not terminated, the agreement shall be automatically renewed for successive one-year terms, unless terminated by either party as described in Sections 11A and 11B.

11F. The Parties’ obligations and rights arising under Section 5, 6, 8, 9, 10, 11, 12, and 13 of this Agreement shall survive termination of this Agreement and deactivation of Your Gride account.

**12. Entire Agreement, Transferability, and Waiver**

12A. Unless otherwise stated in this agreement, this agreement shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this agreement and shall not be modified, altered, changed, or amended in any respect, unless in writing and executed by both parties. This agreement supersedes any prior contract between the parties. This agreement may not be assigned by either party without written consent of the other, and shall be binding upon the parties hereto, including their heirs and successors, provided, however, that Gride may assign its rights and obligations under this agreement to an affiliate of Gride or any successor(s) to its business and/or purchaser of all or substantially all of its stock or assets. References in this agreement to Gride shall be deemed to include such successor(s).

12B. The failure of a party in any instance to insist upon a strict performance of the terms of this agreement or to exercise any option herein, shall not be construed as a waiver or relinquishment of such term or option and such term or option shall continue in full force and effect.

**13. Miscellaneous**

13A. Severability. Except as otherwise provided in this agreement, if any part of this agreement is declared unlawful or unenforceable, the remainder of this agreement shall remain in full force and effect.

13B. Captions. Captions appearing in this agreement are for convenience only and do not in any way limit, amplify, modify, or otherwise affect the terms and provisions of this agreement.

13C. Savings Clause. If any part of this agreement is declared unlawful or unenforceable, the remainder of this agreement shall remain in full force and effect.

13D. Force Majeure. The performance of the obligations of this agreement on the part of either Party shall be excused by reasons of closing of public highways, changes in operations, strikes or work stoppages, weather conditions that make operations unsafe or impractical, Acts of God, or the temporary or permanent cessation of business by either Party.

13E. Conflict of Terms Clause. In case of any inconsistency or conflict between the terms and conditions of this fleet agreement and those of the privacy policy or terms of service, the terms of this fleet agreement shall govern and control.

13F. Stripe Connected Account Terms of Service. You represent and warrant that you have reviewed, understand, and agree to the [Stripe Connected Account Agreement](https://stripe.com/us/connect-account/legal), which is expressly incorporated herein by reference.

By entering into this Agreement, You expressly acknowledge and agree that you read and fully understand the provisions of this Agreement, You have had sufficient time and opportunity to consult with legal and tax advisors before executing this Agreement, You are legally competent to enter into this Agreement, and you agree to be bound by this Agreement.

Terms of Use for Alcohol Sales

These terms of use (“*Alcohol Terms*”) are additional terms and conditions between Merchant and Portier, made subject to the terms and conditions of that certain Agreement (or comparable agreement provisioning access to the GrideServices to Merchant) by and between Merchant and Portier (the “*Agreement*”).

GENERAL.

Upon acceptance, these Alcohol Terms are incorporated by reference and a part of the Agreement and the definition of “Items” in the Agreement shall be modified to include Alcohol Items subject to the terms herein. Except where modified above, the remainder of the Agreement shall remain unchanged. These Alcohol Terms replace and supersede any previous addendum that you have accepted related to the subject matter described herein. Should you choose to offer for sale Alcohol Items (defined below) to Customers via the GrideApp, these Alcohol Terms incorporate your obligations for the provision of Alcohol Items into the Agreement. These Alcohol Terms do not alter your relationship with Portier and in the event of a conflict between the Agreement and the Alcohol Terms, the Alcohol Terms shall supercede only with respect to the provision of Alcohol Items.

ADDITIONAL TERMS FOR ALCOHOL ITEM SALES ON Gride Delivery APP.

As permitted by applicable laws and regulations, Merchant may make available alcoholic beverages for sale on the Gride App (“*Alcohol Items*”), subject to the following obligations and conditions:

2.1 Additional Representations and Warranties.

Merchant represents and warrants that (a) Merchant complies with all applicable laws and regulations related to the sale of Alcohol Items, including without limitations laws and regulations related to the promotion, packaging, sale, taxation and delivery of Alcohol Items, and (b) Merchant has all required licenses (“*Required Licenses*”) to sell Alcoholic Items through each Sales Channel the Merchant utilizes, including all Required Licenses for the each of the specific type of Alcohol Items that Merchant makes available via the Gride App.

2.2 Role of the Parties.

For the avoidance of doubt, Portier is an unlicensed entity that is involved with the promotion, marketing, and/or facilitation of sales of alcoholic beverages by Merchant via the Gride App. Merchant is a licensed seller of alcoholic beverages that wants to sell Alcohol Items through Gride App. Orders for Alcohol Items solicited via the Gride App will be transmitted to Merchant. Mechant is responsible for the sale, will be clearly identified, and controls the transaction, including any decisions concerning acceptance or rejection of any such orders. Merchant is responsible for, and controls, the fulfillment of such orders.

2.3 Alcohol Laws and Requirements.

Merchant shall disclose to Portier, in writing, any applicable laws, codes, regulations, licensing requirements, and any other similar requirements, related to Alcohol Items delivered using the GridePlatform.

2.4 Alcohol Licenses.

Before Merchant makes available any Alcohol Items for which Merchant is required to provide copies of such licenses to Portier. Merchant will notify Portier immediately upon any change, modification, revocation, renewal, or termination of any Required License (in each case, considered a “*Modified License*”). Merchant will, immediately upon its receipt of any Modified License or upon Portier’s request, deliver copies of such Modified License to Portier.

2.5 Packaging and Labeling.

Merchant will package all Items appropriately for delivery by Delivery People, including any protection necessary to prevent tampering or damage due to any cause, including inclement weather or the nature of the Alcohol Items themselves; any labeling required by law, including but not limited to a statement that the package contains alcohol and may only be delivered to a person 21 years or older with valid proof of age and identity

2.6 Hours Availability.

Merchant agrees that Portier may modify the hours during which Alcohol Items are available for purchase and delivery from Merchant on the Gride App, in accordance with applicable law and regulation as well as operational considerations of the Gride App. Portier will use reasonable efforts to notify Merchant of any such modifications.

2.7 Payment Instructions.

Merchant instructs Portier (and for purposes of this clause, including its affiliates) to collect payments on Merchant’s behalf that are made by Customers for purchasing Alcohol Items from Merchant on the Gride App (“*Customer Payments*”). Merchant instructs Portier to collect payments into an account that will be held for the benefit of Merchant and other merchants who also sell Alcohol Items on the Gride App (“*FBO Alcool Account*”). Merchant instructs Portier to then transfer Customer Payments to a bank account that Merchant provides to Portier (“*Merchant Account*”), less any fees or obligations that Merchant owes Portier and minus any fees or obligations that are owed to the Delivery Person. Merchant further instructs Portier to withhold for itself, from Customer Payments, any fees or obligations that Merchant owes Portier, and to withhold from Customer Payments, and then deliver to, any fees or obligations that are owed to the Delivery Person.

2.8 Returns Generally.

Merchant acknowledges that the Delivery Person or Customers may be required to return the Alcohol Item to Merchant for the below listed reasons. Merchant agrees to accept such return of Alcohol Items in such cases. Merchant understands and agrees that if such Alcohol Item is returned then Merchant shall not be paid for such items.

i) Such Delivery Person is unable to deliver an Alcohol Item, including due to inability to deliver Alcohol Items compliantly;

ii) The Customer is unable to accept the Alcoholic Item pursuant to law; and

iii) The Alcohol Item in question constitutes a Substandard Item as determined by the Delivery Person or Customer. In the event Merchant provides an Alcohol Item that is a Substandard Item, Merchant will be responsible for disposal of such Substandard Item.

2.9 Promotions and Advertising.

Merchant agrees to follow all laws and regulations related to the advertisement and promotion of Alcohol Items, including but not limited to, Merchant will only create Merchant Promotions that apply to Alcohol Items that are in compliance with all applicable local laws, all Alcohol and Tobacco Tax and Trade Bureau and Federal Trade Commission guidelines, and follow industry best practices.

FULFILLMENT METHODS.

As permitted by applicable laws and regulations, Merchant may make Alcohol Items for sale via the Gride App via the Sales Channels (as defined in the Agreement), subject to Merchant eligibility for such Sales Channel and all applicable terms and conditions for usage of such Sales Channel.

MARKETPLACE ADDITIONAL TERMS.

If Merchant elects to offer Alcohol Items to Customers through the Marketplace Sales Channel, Merchant acknowledges and agrees to the following:

4.1 Delivery Person.

Each Delivery Person shall conduct delivery of Alcohol Items under and pursuant to Merchant’s liquor license, and as necessary, as Merchant’s third-party beneficiary. Merchant understands and agrees that Delivery People shall be conducting the delivery and therefore are responsible to verify the age and identity of the Customer and confirm that the Customer is not intoxicated when completing the delivery to the Customer. Gride is a third party technology platform and shall provide in-app screens and tools for the Delivery People to help complete the ID verification compliantly. Where applicable or required by law, the in-app screen may enable the Delivery Person to capture a photo of the Customer’s ID and capture the Customer’s signature.

4.2 Marketplace Return Fee.

If the Delivery Person is unable to deliver an Alcohol Item due to the act or omission of the Customer who purchased such Alcohol Items from Merchant, then Merchant agrees that the Customer may be charged for a return fee (the “*Return Fee*”), the amount of which shall be determined according to the standard fares charged by Delivery People in the region. Merchant agrees that it has no right to the Return Fare and such monies will be used to pay the Delivery Person for the return.

MERCHANT MANAGED DELIVERY AND NON-DELIVERY ADDITIONAL TERMS.

If Merchant elects to offer Alcohol Items to Customers through the Merchant Managed Delivery and Non-Delivery Sales Channel, Merchant acknowledges and agrees to the following:

5.1 Verification of Customer.

Merchant agrees that it is the Merchant's responsibility to verify the age and identity of the Customer and confirm that the Customer is not intoxicated when the Customer picks up the alcohol for Non-Delivery Sales Channels or when delivering the Alcohol Items to the Customer for Merchant Managed Delivery Sales Channels. Merchant disclaims Gride and all of its Affiliates including Portier from all liability related to noncompliant delivery of Alcohol Items.

5.2 Return Notifications.

Merchant agrees to notify Gride within the GrideTools or by contacting Gride support if Merchant is unable to compliantly sell Alcohol Item(s) to a Customer through the Merchant Managed Delivery and Non-Delivery Sales Channels. Merchant understands that in order to issue a refund, Merchant must first notify Gride of such return.

5.3 Merchant Manages Return Fee.

If Merchant Managed Delivery Staff are unable to deliver an Alcohol Item due to the act or omission of the Customer who purchased such Alcohol Items from Merchant, then Merchant agrees that the Customer may be charged for a return fee (the “*Merchant Managed Return Fee*”), the amount of which shall be determined by Portier. If the Customer is charged a Merchant Managed Return Fee, Portier shall remit such fee to Merchant.

SALES CHANNEL FEES (Gride App)

Unless otherwise agreed to by the parties or modified by requirement of applicable laws and regulations, the Sales Channel Fee Portier charges Merchant for the sale of Alcohol Items shall be calculated as follows:

6.1 Marketplace Sales Channel.

Portier will charge Merchant a fee percentage of 27% for each Item sold via the Gride App through the Marketplace Sales Channel;

6.2 Non-Delivery Sales Channel.

Portier will charge Merchant a fee percentage of 15% for each Item sold via the Gride App through the Non-Delivery Sales Channel; ( Non-Delivery or Cancellation) \* if customer on responsive, contact Gride for further instruction.

6.3 Merchant Managed Delivery Sales Channel.

Portier will charge Merchant a fee percentage of 15% for each Item sold via the Gride App through the Merchant Managed Delivery Sales Channel. Further, Portier will charge Merchant a Fee of 27% for each Item sold via the Gride App through the Marketplace Sales Channel.