

**WaiveCar
Inc.**

MEMBER TERMS AND CONDITIONS

WaiveCar Inc. (“WaiveCar”) offers carsharing memberships to individuals and authorized legal entities that have been preapproved through an application process and registered as Members (as defined in the Trip Process).

For Members who use vehicles in the United States, these Terms and Conditions are a contract and govern the relationships, rights, and obligations between WaiveCar Inc. and the Member.

A Member must agree to the Terms and Conditions before reserving and using a vehicle.

The Terms and Conditions contain an indemnity provision in Section VII.

I. APPLYING FOR WaiveCar MEMBERSHIP

- A) An applicant can register to become a member of WaiveCar through a selfinitiated registration process found at www.WaiveCar.com or via the official WaiveCar smartphone application (the “WaiveCar app”).
1. As part of the registration process, WaiveCar will validate personal information provided by the applicant. By providing this information to WaiveCar, applicant certifies that such information is true and correct.
 2. An applicant must provide payment information that enables WaiveCar to charge an authorized payment card directly for any amounts that may become payable by the Member to WaiveCar.
 3. Members will provide WaiveCar with a valid driver’s license upon any reasonable request by WaiveCar.
 4. Members are required to keep their personal information provided to WaiveCar up to date in all respects and at all times. WaiveCar may validate such updated information as part of the registration process or to verify continued eligibility for membership in WaiveCar.
 5. WaiveCar will in no way be responsible or liable for any fines, damages, penalties, or any other costs or liabilities resulting from Members failing to provide WaiveCar with uptodate personal information.
- B) If membership criteria are met, as determined at WaiveCar’s sole discretion, and

applicable fees, if any, have been paid, WaiveCar will confirm acceptance of the Member's application. However, an applicant does not automatically become a WaiveCar Member if the applicant satisfies the membership criteria. Approval of an applicant's membership and continuing membership in WaiveCar is at WaiveCar's sole discretion. Further, decisions of WaiveCar's insurer may affect membership approval based on certain predefined criteria.

- C) A material part of a Member's membership in WaiveCar is his or her acceptance of and agreement to the contracts governing WaiveCar membership. The contracts are these Terms and Conditions and the relevant Trip Process agreement between WaiveCar and Member, as well as the documents and information incorporated by reference within such contracts. The Terms and Conditions and Trip Process are found at www.WaiveCar.com or via the WaiveCar app.
- D) Unless membership is suspended or terminated for any reasons specified in these Terms and Conditions or Trip Process, a Member's WaiveCar membership is for an indefinite term; provided, however, that there may be additional applicable fees as set forth in the Fee Schedule (as defined in the Trip Process) that may be issued from time to time.
- E) Membership and acceptance of WaiveCar's membership contracts, namely the Terms and Conditions and Trip Process, do not confer any right to obtain WaiveCar's services or guarantee the ability to use WaiveCar's services or vehicles. All services, trips, and WaiveCar vehicles remain subject and subordinate to availability. Further, WaiveCar reserves the right, in its sole discretion, to increase or decrease the size of, amend, suspend, or terminate its operating areas in North America.

II. WaiveCar DRIVING PRIVILEGES

- A) As part of the application process, or during a Member's membership in WaiveCar, WaiveCar may request copies of the applicant/Member's driving history, driving record, and/or driving abstract, on behalf of the applicant/Member, from regulatory authorities to determine if criteria for driving privileges are met or are still being met. By applying for membership in and/or continuing membership with WaiveCar, and to the extent permitted by law, an applicant/Member authorizes WaiveCar to request such history, record, and/or abstract and make a determination as to membership eligibility. However, WaiveCar has no obligation to check an applicant/Member's driving history, driving record, and/or abstract. WaiveCar also reserves the right to ask an applicant/Member to provide to WaiveCar a current, and certified translated copy if applicable, of the applicant/Member's driving record from the applicable government authority at the time of application or at WaiveCar's request during the tenure of the Member's membership for the purpose of verifying compliance with WaiveCar's eligibility requirements, these Terms and Conditions, and any applicable Trip Process. If WaiveCar learns that a Member's driving license has been suspended, revoked, surrendered, or lost, or if their driving license has expired, WaiveCar will revoke the Member's drive authorization and the ability of the Member to use WaiveCar.
- B) To retain driving privileges for the duration of a membership, a Member must

maintain a driver's license that authorizes the Member to operate a WaiveCar vehicle in the jurisdictions where he or she uses the vehicle.

C) The only individuals authorized to drive WaiveCar vehicles are those who:

1. Are Active Members as described in the Trip Process;
2. Hold and carry during every Trip (as defined in the Trip Process) a valid driver's license without any restrictions to such Member operating a WaiveCar vehicle in the jurisdiction in which the Member intends to drive the vehicle;
3. Have taken the necessary care, time and effort to familiarize themselves with the laws applicable to the operation of a vehicle in the jurisdictions in which the WaiveCar vehicle will be operated;
4. Meet the jurisdiction's minimum age and driving experience requirements, if any;
5. Are of sound mind and memory and are not under the influence of alcohol, drugs, or medication that could adversely impact their ability to drive. Drinking alcohol and driving is strictly prohibited, and a limit of 0.0% blood alcohol content (BAC) applies for all drivers of WaiveCar vehicles. As concerning drugs or medication that could adversely impact a Member's ability to drive, whether legally prohibited, prescribed, or otherwise, a zerotolerance policy applies;
6. Have a valid payment card associated with their membership;
7. Have registered the data and personal information of other drivers who are authorized to drive at the expense of such Member, if applicable; and,
8. Prior to using a vehicle, have familiarized themselves with these Terms and Conditions, Trip Process, Schedules (as defined in the Trip Process), and the Parking Rules (as defined in the Trip Process), all of which are available at www.WaiveCar.com and/or on the WaiveCar app.

D) WaiveCar may deny or suspend an applicant or Member's authority to use WaiveCar if the following appear on an applicant or Member's driving record:

1. A suspended, revoked, expired or surrendered license;
2. Convictions for any drivingrelated offenses under any federal, state, or provincial criminal or civil laws including: (a) careless or dangerous driving; (b) driving under the influence, driving while intoxicated, or driving while impaired, and (c) possession of a stolen vehicle, the unauthorized use of a vehicle, or the use of a vehicle in the commission of a crime;
3. Failure to report an accident or leaving the scene of an accident; or
4. a material number of driving infractions, as determined in WaiveCar's sole

discretion.

- E) It is a material condition of membership that a Member agrees to and shall notify WaiveCar immediately if any of the circumstances outlined in Section II.D occur after WaiveCar membership is conferred on the Member. The Member understands that this obligation to self report is mandatory irrespective of whether the circumstance outlined in Section II.D occurred when or because the Member was operating a WaiveCar vehicle or not. Such Member's driving privileges and account may, after the Member self reports any circumstance outlined in Section II.D, in WaiveCar's sole discretion, be suspended until such time as WaiveCar receives an updated copy of the Member's driving record and/or has verified the Member's driving history to be satisfactory.
- F) If a Member is involved in an accident where he/she is the operator of one of the involved vehicles, whether involving a WaiveCar vehicle or not, such Member shall:
1. Immediately inform WaiveCar. WaiveCar may, but, to the extent permitted by law, shall have no obligation to, obtain an updated copy of the Member's driving record from the applicable governmental authority, or
 2. If the Member's driving record is maintained in any jurisdiction in which WaiveCar is not able to obtain an abstract of the Member's driving record, within 10 days of the accident, obtain and provide to WaiveCar (at Member's sole expense) an updated, translated (if applicable) copy of the Member's driving record from the applicable governmental authority.

Such Member's driving privileges and account may be suspended until such time as WaiveCar receives an updated copy of the Member's driving record and has verified the Member's driving history to be satisfactory, in WaiveCar's sole discretion.

- G) WaiveCar will retain Member's driver's license information to monitor expiration dates and to provide notices to the Member to update their driver's license before expiration. Member consents to WaiveCar's retention of such information and gives WaiveCar permission to contact Member via email, telephone, or text message.
- H) WaiveCar reserves the right to change the eligibility criteria and to impose other eligibility criteria for WaiveCar membership.
- I) WaiveCar reserves the right to suspend or terminate a Member's membership in WaiveCar for any reason and in WaiveCar's sole discretion.

III. MEMBERSHIP ACCESS

- A) Once approved for membership, Members will be able use the WaiveCar app or other authorized mobile application to enable the Member to access WaiveCar vehicles.
- B) Members are prohibited from giving, lending, or selling access to their WaiveCar app

to anyone or otherwise allowing anyone to benefit from use of their WaiveCar app. Failure to comply with this condition will result in membership termination, will void any applicable insurance coverage, and will subject a Member to liability for any damages that stem from the unauthorized use of a vehicle.

- C) Members will select a password that is associated with their WaiveCar membership, and Members may not share the password with anyone. Any violation of this provision shall result in the immediate revocation of drive authorization and Member status. Additionally, the Member shall bear the costs of any costs and fees charged for vehicle use and for any damage that results from such use and/or violation of this section, even if the password is used by a person other than the Member.
- D) Any use of information technology in an attempt to read, copy, tamper with, destroy, modify, read, copy, manipulate, or reverse engineer the WaiveCar app in any way, for any purpose, including to gain access to a WaiveCar vehicle is prohibited. Any violation of this provision shall result in the immediate revocation of drive authorization and Member status. The Member shall bear the costs of any damage that results from such violation.
- E) In the event of violations of these Terms and Conditions, including, but not limited to, any default on payments, WaiveCar may exclude, with immediate effect, the Member from using WaiveCar vehicles. This exclusion may be temporary or permanent and is in WaiveCar's sole discretion. The Member will be informed of his/her exclusion by email or other electronic means, at WaiveCar's discretion.

IV. PRICES AND PAYMENTS IN DEFAULT

- A) Fees for using WaiveCar are available at www.WaiveCar.com and/or the WaiveCar app.
- B) Payments shall be made by payment card. The Member account from which the amount is to be collected shall have sufficient funds available to cover any charges. The Member is solely responsible for any associated payment card charges or fees.
- C) Under California Civil Code Section 1789.3, residents in the State of California in the United States are entitled to the following specific consumer rights information:
 - 1. Pricing Information. Current rates for our services may be obtained by calling WaiveCar or writing to us. We reserve the right to change fees, surcharges, monthly or other periodic subscription fees, or to institute new fees at any time as provided in these Terms and Conditions.
 - 2. Complaints. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd, Sacramento, CA 95834, or by telephone at (916) 4451254 or (800) 9525210.

V. BILLING

- A) Members are responsible for the payment of all charges in any way incurred in connection with use of a vehicle associated with their account.
- B) The Member will be responsible for any traffic, moving, or parking violation citations issued for failure to comply with traffic rules or other laws, and/or any highway or bridge toll charges levied against the vehicle related to the Trip. A Member may be charged for the actual amount of such citations and/or toll charges plus a processing fee related to the citation. Notwithstanding any other rights of WaiveCar contemplated herein, including the Indemnification Section, to the extent permitted by law, WaiveCar or its designated representatives or assignees may elect to challenge, settle, or assign to Member any such citations issued to WaiveCar which WaiveCar deems to have been incurred during Member's Trip. Member shall comply with the written demands to waive or assume responsibility of any related legal process and, upon written request by WaiveCar or its designated representatives or assignees, shall execute any required waiver, assumption, or assignment of Member's rights or obligations related thereto.
- C) No portion of the fees shall be refunded, unless determined otherwise in WaiveCar's sole discretion.
- D) If a payment card charge is declined by the Member's payment card issuer (either for advanced authorization or incurred charges), WaiveCar may suspend or terminate the Member's membership.
- E) WaiveCar reserves the right to assign a delinquent Member account to a third party collection agency.

VI. SUSPENSION AND TERMINATION OF WaiveCar MEMBERSHIP

- A) WaiveCar or the Member may terminate the agreement evidenced by these Terms and Conditions with or without cause at any time by providing written notice to the nonterminating party. Notwithstanding any termination, the Member will remain responsible for all charges, including account balances, registration fees and any damages and penalties incurred as of the date of termination. Members will only be able to obtain refunds for membership and registration fees pursuant to their rights under applicable consumer protection legislation or pursuant to WaiveCar's discretion.
- B) WaiveCar shall be entitled to immediately terminate a Member's membership if the Member:
 - 1. Does not pay charges at the time such charges are due and/or if WaiveCar receives notice that the method of payment selected in the Member's application has been lost, stolen, cancelled, revoked, expired, suspended, or otherwise invalidated UNLESS an alternative method of payment acceptable to WaiveCar is arranged;
 - 2. Fails to meet WaiveCar's membership requirements under these Terms and Conditions or otherwise;

3. Fails to comply with the Trip Process or these Terms and Conditions;
 4. Has made statements to WaiveCar which are incorrect or has failed to disclose facts or circumstances required to be disclosed under these Terms and Conditions;
 5. In addition to the foregoing, WaiveCar may suspend or terminate membership at any time and for any reason whatsoever, at WaiveCar's sole discretion.
- C) If a membership is suspended or terminated, WaiveCar:
1. Is entitled to immediate payment of any fees and other amounts owed by the Member to WaiveCar; and
 2. Is entitled to compensation for economic and property damages owed to it by the Member. By way of compensating its damages, WaiveCar will invoice the Member for specific damages resulting from the non fulfillment of any provision of these Terms and Conditions.

VII. INDEMNIFICATION OBLIGATION OF THE MEMBER AND HOLD HARMLESS REQUIREMENT

THE MEMBER SHALL INDEMNIFY AND HOLD WaiveCar, ITS PARENTS AND AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS, LAWYERS, ASSIGNS, AND SUCCESSORS IN INTEREST (COLLECTIVELY, THE "INDEMNIFIED PERSONS") HARMLESS FROM ALL LOSSES, INCLUDING LOST PROFITS DUE TO VEHICLE DAMAGE, CAUSED OR CONTRIBUTED TO BY THE MEMBER, LIABILITIES, DAMAGES, INJURIES, CLAIMS, DEMANDS, COSTS, LEGAL FEES, AND OTHER EXPENSES INCURRED BY ANY INDEMNIFIED PERSON IN ANY MANNER AND BASED UPON THE MEMBER'S NONCOMPLIANCE WITH THIS TRIP PROCESS, THE SCHEDULES, THE TERMS AND CONDITIONS, AND/OR FROM THE USE OF THE VEHICLE BY THE MEMBER OR ANY OTHER PERSON, INCLUDING CLAIMS OF OR LIABILITIES TO, THIRD PARTIES. THE MEMBER MAY PRESENT A CLAIM TO THE MEMBER'S INSURANCE CARRIER FOR SUCH EVENTS OR LOSSES; BUT IN ANY EVENT, THE MEMBER SHALL HAVE FINAL RESPONSIBILITY TO ALL INDEMNIFIED PERSONS FOR ALL SUCH LOSSES. THIS OBLIGATION MAY BE PARTIALLY LIMITED BY THE APPLICATION OF WaiveCar'S MINIMUM FINANCIAL RESPONSIBILITY COVERAGE .

VIII. GENERAL TERMS

- A) **Data Protection.** WaiveCar shall implement and maintain reasonable procedures for protecting personal information in compliance with applicable law and the WaiveCar Privacy Policy (as defined in the Trip Process).
- B) **Authorization to Call and Send Text Messages.** By providing his or her phone number to WaiveCar, the Member expressly consents and agrees that WaiveCar may place calls and send text messages to that number, including through the use of an

automatic telephone dialing system and calls utilizing artificial and prerecorded voices and/or messages, for any purpose related in any way to a Member's membership with WaiveCar, including, without limitation, as part of the application, registration, or reservation process, anything related to a Trip, and concerning customer service inquiries, customer satisfaction surveys, and/or WaiveCar marketing communications. Member's consent is valid as to Member as well as for anyone else that may use the phone number provided by Member. Member represents that Member is either the owner or the primary user of that number. Member also agrees to update WaiveCar promptly in the event that the number changes so that WaiveCar does not try to contact a number that is no longer owned or used by Member. Member

understands that providing this consent is a condition of using a vehicle and that if Member decides that he or she no longer wishes to receive such calls or texts from WaiveCar, Member may not be permitted to use a vehicle. Member agrees that he or she may only revoke this consent in writing by sending a letter to WaiveCar's General Counsel in accordance with the Notice section below. WaiveCar is not responsible for any fees assessed by the Member's cell phone provider for receipt of text messages or calls.

- C) **Choice of Law.** The law of New York will apply to disputes related to these Terms and Conditions. WaiveCar understands that the courts in some countries, states, and provinces will not apply New York law to some types of disputes. If a Member resides in one of those countries, states, or provinces then where New York law is excluded from applying, the Member's country, state, or province's laws will apply to such disputes.
- D) **Jurisdiction.** All claims arising out of or relating to these Terms and Conditions or the provision of products and services by WaiveCar will be litigated exclusively in the courts of New York and Members consent to personal jurisdiction in those courts. If, however, the courts in a Member's country, state, or province will not permit a Member to consent to the jurisdiction and venue of the courts in New York, then that Member's local jurisdiction and venue will apply to such disputes related to these Terms and Conditions and the provision of services by WaiveCar.
- E) **Conflicts.** In the event of any conflict between these Terms and Conditions and any other document with respect to the WaiveCar's carsharing program these Terms and Conditions shall govern except as otherwise set forth by an authorized WaiveCar representative in writing.
- F) **Assignment.** The rights of the Member granted by these Terms and Conditions are not assignable or transferable by the Member to third parties, in whole or in part. The rights of WaiveCar are assignable by WaiveCar to any third party, in whole and in part and, without limitation, WaiveCar may sell or assign its right to receive some or all of the amounts that are owed or which may become due to WaiveCar by a Member under these Terms and Conditions and/or the Trip Process, and/or relating to use of a WaiveCar vehicle.
- G) **Limitations of Liability and No Third Party Beneficiaries.** These Terms and Conditions are intended for the benefit of the Member and WaiveCar. No other third

party may claim rights hereunder, whether as a third party beneficiary or otherwise. UNDER NO CIRCUMSTANCES WILL WaiveCar BE LIABLE TO ANY MEMBER OR ANY THIRDPARTY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM OR RELATED TO THESE TERMS AND CONDITIONS, THE USE OF WaiveCar VEHICLES, AND/OR WaiveCar'S SERVICE.

The information, recommendations, and/or services provided by WaiveCar to Members, in whatever format or through whatever medium, are for general information purposes only and do not constitute advice. WaiveCar will reasonably keep the contents of its website and the WaiveCar app correct and up to date, but WaiveCar does not guarantee that the contents of the WaiveCar website and/or the WaiveCar app are free of errors, defects, malware, and viruses or that the WaiveCar website and/or WaiveCar app are correct, up to date and accurate. WaiveCar also does not guarantee, represent, or warrant that the WaiveCar website and/or WaiveCar app is or will be accurate, reliable, timely, secure, error-free, uninterrupted that defects will be corrected, or that such medium will otherwise meet a Member's needs, requirements or expectations.

WaiveCar shall not be liable for any damages resulting from the use of or inability to use the WaiveCar website or WaiveCar app, including damages: (a) caused by malware, viruses or any incorrectness or incompleteness of the information or the website or WaiveCar app, unless such damage is the result of WaiveCar's willful misconduct or gross negligence; and/or (b) resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties, or by computer programs used for electronic communications and transmission of viruses.

WaiveCar HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Members acknowledge and agree that the entire risk arising out of Members' use of the services offered by WaiveCar remains solely with Members, to the maximum extent permitted by law.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

- H) **Acknowledgement.** Members may be required to reacknowledge receipt and acceptance of these Terms and Conditions, via the WaiveCar app, or by another method designated by WaiveCar before driving a WaiveCar vehicle.
- I) **No Waiver.** Acceptance by WaiveCar of any default or failure by the Member concerning these Terms and Conditions shall not affect or alter WaiveCar's rights in

regard to any subsequent failure, whether of the same or of a different nature. If either party should waive, neglect, or delay the exercise of a right or recourse provided by these Terms and Conditions, this shall never be interpreted against said party as a renunciation of its rights and recourses, as long as the conventionally or legally prescribed time for exercising such a right or recourse has not expired.

- J) **Severability.** Each provision of these Terms and Conditions is distinct and separate. Therefore, any decision by a court under which any of the provisions contained in these Terms and Conditions are declared null, invalid, or unenforceable shall in no way affect the validity, nature, or enforceability of any other provision.
- K) **Gender and Number.** Where required by the context, the masculine gender used herein includes the feminine and vice versa, and the singular includes the plural and vice versa and, in those cases, the rest of the sentence or sentences concerned shall be interpreted as though the required grammatical or terminological changes had been made.
- L) **Modifications of Terms and Conditions.** The current version of these Terms and Conditions is available at www.WaiveCar.com and/or the WaiveCar app. WaiveCar reserves the right to amend, supplement or replace these Terms and Conditions and shall give notice of such changes as required by applicable law. Notice to the Member shall be considered given when such notice is indicated and accessible from the first page accessed after the Member logs on to the WaiveCar website, uses the WaiveCar app or receives an email to the Member's email address. The Member agrees that all modifications shall be effective and binding on the effective date indicated in the notice, which at a minimum should be 30 days following the notice. To the extent permitted by applicable law, by making a reservation or starting a Trip after receiving notice of any modifications to the Terms and Conditions, Member assents to and will be bound by such changes to the Terms and Conditions. The Member has the option of terminating its membership with WaiveCar if he or she does not wish to accept any modification to the Terms and Conditions.
- M) **Entire and Integrated Agreement.** These Terms and Conditions, as modified from time to time, will become a binding agreement upon acceptance by the Member.
- N) **Notice to WaiveCar.** Except as otherwise required herein, notice required to be given by the Member to WaiveCar shall be provided in writing. Such notices shall be given
- (1) by delivery in person; (2) by a nationally recognized next day courier service; or (3) by first class, registered or certified mail, postage prepaid. Such notices so given shall be effective upon receipt by WaiveCar at the following address:
- WaiveCar Inc
General Counsel
49 Canterbury Road
Clifton Park, New York 12065
United States
- O) **Questions.** Comments or questions regarding these Terms and Conditions should be

directed to WaiveCar. Visit www.WaiveCar.com or the WaiveCar app for methods of contact.

IX. EXPLANATIONS AND COMPREHENSION

THE MEMBER DECLARES TO WaiveCar THAT HE OR SHE HAS RECEIVED ALL REASONABLE EXPLANATIONS REQUIRED OF THE CONTENT OF THESE TERMS AND CONDITIONS AND ANY OTHER DOCUMENT WITH RESPECT TO THE WaiveCar CARSHARING MEMBERSHIP, INCLUDING ALL SCHEDULES AND THAT HE OR SHE HAS TAKEN ALL REASONABLE AND PRUDENT MEASURES TO ENSURE THAT HE OR SHE UNDERSTANDS EACH AND EVERY ONE OF HIS OR HER COMMITMENTS AND OBLIGATIONS.

X. ARBITRATION. For purposes of this section, “you” and “your” refers to the Member, and “us” refers to Member and WaiveCar.

A) Disputes. You agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of this or previous versions of these Terms and Conditions; your use of, or access to, WaiveCar services will be resolved in accordance with the provisions set forth in this Arbitration Section. Please read this Section carefully. It affects your rights and will impact on how the claims you and WaiveCar may have against each other are resolved.

B) Agreement to Arbitrate. You and WaiveCar each agree that any and all disputes or claims that have arisen or may arise between you and WaiveCar relating in any way to or arising out of these Terms and Conditions, or any previous or future versions, your use of or access to WaiveCar services shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

C) Prohibition of Class and Representative Actions and Non Individualized Relief.

YOU AND WaiveCar AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND WaiveCar AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER WaiveCar USERS.

D) Arbitration Procedures. Arbitration is less formal than a lawsuit in court. Arbitration uses

a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual; and an arbitrator must also follow these Terms and Conditions just as a court would.

The arbitrator, and not any federal, state, provincial, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, or of the these Terms and Conditions including, but not limited to, any claim that all or any part of this Agreement to Arbitrate or these Terms and Conditions is void or voidable.

Whoever first demands arbitration may choose to proceed under the applicable rules of the National Center for Dispute Settlement, 43230 Garfield Road, Suite 130, Clinton Township, MI 48038 on the Internet at <http://www.ncdsusa.org>, or any other organization that you may choose subject to our approval. Whichever rules are chosen, the arbitrator shall be an attorney or retired judge and shall be selected in accordance with the applicable rules. The arbitrator shall apply the law in deciding the dispute. Unless the rules require otherwise, the arbitration award shall be issued without a written opinion.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 USD or less, you or WaiveCar may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and WaiveCar subject to the arbitrator's discretion to require an inperson hearing, if the circumstances warrant. Attendance at an inperson hearing may be made by telephone by you and/or WaiveCar, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of New York, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different WaiveCar members, but is bound by rulings in prior arbitrations involving the same WaiveCar member to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

- E) **Costs of Arbitration.** If you demand arbitration first, you will pay the claimant's initial arbitration filing fees or case management fees required by the applicable rules up to \$125 USD, and WaiveCar will pay any additional initial filing fee or case management fee. WaiveCar will pay the whole filing fee or case management fee if it demands arbitration first. WaiveCar will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours. The arbitrator shall decide who shall pay any additional costs and fees. Nothing in this paragraph shall prevent you from requesting that the applicable arbitration entity reduce or waive your fees, or that WaiveCar voluntarily pay an additional share of said fees, based upon your financial circumstances or the nature of your claim

- F) **Severability.** With the exception of any of the provisions in subsection (C) of this Agreement to Arbitrate (“Prohibition of Class and Representative Actions and NonIndividualized Relief”), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in subsection (C) of this Agreement to Arbitrate (“Prohibition of Class and Representative Actions and NonIndividualized Relief”) is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void. The remainder of these Terms and Conditions will continue to apply.
- G) **OptOut Procedure. You can choose to reject this Agreement to Arbitrate (“opt out”) by mailing WaiveCar a written letter (the “OptOut Notice”). The OptOut Notice must be postmarked no later than 30 days after the date you accept these Terms and Conditions. You must mail the OptOut Notice to WaiveCar, Attn: General Counsel, in accordance with the Notice Section above.**

If you opt out of the Agreement to Arbitrate, all other parts of these Terms and Conditions will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

- H) **Future Changes to the Agreement to Arbitrate.** Notwithstanding any provision in these Terms and Conditions to the contrary, you agree that if WaiveCar makes any change to this Agreement to Arbitrate (other than a change to any notice address or website link provided herein) in the future, that change shall not apply to any claim that was filed in a legal proceeding against WaiveCar prior to the effective date of the change. The change shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and WaiveCar. We will notify you of changes to this Agreement to Arbitrate by posting the amended terms on <http://www.WaiveCar.com> and/or on the WaiveCar app at least thirty (30) days before the effective date of the changes and by sending notice via email to your email address on file with us. If you do not agree to the amended terms, you may close your account within the thirty (30) day period and you will not be bound by the amended terms.

Moreover, if we seek to terminate the Agreement to Arbitrate as included in these Terms and Conditions, any such termination shall not be effective until thirty (30) days after the version of the Terms and Conditions not containing the Agreement to Arbitrate is posted to <http://www.WaiveCar.com>, and shall not be effective as to any claim that was filed in a legal proceeding against WaiveCar prior to the effective date of termination.

These Terms and Conditions are effective June 1, 2015.

WaiveCar TRIP PROCESS AGREEMENT (U.S.)

WaiveCar Inc. (“**WaiveCar**”) offers carsharing transportation services in the United States to individuals and authorized legal entities that have been approved through an application process.

This Trip Process Agreement (hereafter, the “**Trip Process**”) governs the relationship, rights, and obligations between WaiveCar and the Member (as defined below) for the use of WaiveCar vehicles. A Member must agree to this Trip Process and the Terms and Conditions before reserving and/or using a WaiveCar vehicle.

This Trip Process contains an indemnity provision in Section 14.

Section 1 – Definitions

1.1 Fee Schedule

The current fee schedule of WaiveCar, as may be amended, is available at www.WaiveCar.com and on select affiliated websites.

1.2 Fixed Area of Operation

If the Trip is commenced in the United States, the Fixed Area of Operation is the operating area at the time of the Trip and a 50 mile radius surrounding the operating area, excluding any area outside of the United States.

1.3 Operating Area

The area predefined by WaiveCar in each of its operating locations as the exclusive area for the start and end of a Trip. Maps of current operating areas, as may be amended, are available at www.WaiveCar.com, [on the official WaiveCar app](#), and on select affiliated websites and apps.

1.4 Invoice

A summary of all fees and other amounts, as determined and applied by WaiveCar, for which a Member is responsible. Invoices are available for review at www.WaiveCar.com.

1.5 Member

A person approved through an application process, with a valid driver’s license, registered as an authorized WaiveCar user by WaiveCar, and who has agreed to this Trip Process and the Terms and Conditions. Members shall be categorized as either an:

- a) **Active Member** – A Member who is not an Inactive Member.

- b) **Inactive Member** – A Member whose account has been locked by WaiveCar because the Member has not taken at least one Trip in a WaiveCar vehicle (as a driver) in a twelve month period and/or because the Member is not in good standing. An Inactive Member may request that WaiveCar unlock the Member's account so that the Member may become an Active Member. WaiveCar may choose, at its sole discretion, to unlock an Inactive Member's account.

1.6 Parking Rules

WaiveCar's Parking Rules identify the locations within each operating area where a WaiveCar vehicle may be parked or a Trip ended. The Parking Rules may vary based on the applicable operating area. WaiveCar's Parking Rules, as may be amended, are available at www.WaiveCar.com and/or the official WaiveCar app and are referred to as "Parking Rules and FAQ."

1.7 Privacy Policy

WaiveCar's Privacy Policy, as may be amended, is available at www.WaiveCar.com, [the official WaiveCar app](#), and/or select affiliated websites.

1.8 Trip Period or Trip

The span of time beginning when a Member starts a trip pursuant to **Section 5** below and ends the trip pursuant to Section 5 below.

1.9 Schedules

The Fee Schedule and the Parking Rules, together with any additional Schedules that apply to the Member, which are available at www.WaiveCar.com and/or [the official WaiveCar app](#). These Schedules form an integral part of this Trip Process and are incorporated by reference.

1.10 Terms and Conditions

The agreement, as may be amended, between WaiveCar and the Member intended to govern the relationships, rights, and obligations between WaiveCar and the Member. WaiveCar's Terms and Conditions are available at www.WaiveCar.com and/or [the official WaiveCar app](#).

1.11 Valid Driver License

A driver license that authorizes the person to whom it is issued to operate a vehicle in the jurisdiction where he or she uses the vehicle.

1.12 Member App

A mobile app, which is issued to the Member by WaiveCar and is associated with a single WaiveCar membership account.

1.13 Payment Card

A payment card is a form of payment that may be accepted by WaiveCar.

1.14 Official WaiveCar App

The official WaiveCar app is a smartphone application that serves as an access medium for reserving and renting WaiveCar vehicles. The official WaiveCar app is available as a free download for Apple and Android devices, and other devices as may be available at the time of the Trip.

1.15 WaiveCar Vehicle or Vehicle

A WaiveCar vehicle is a Chevy Spark EV, or any vehicle as WaiveCar may designate, for use in the WaiveCar carsharing service, and any equipment or accessory installed to the interior or exterior of the vehicle, including but not limited to bike racks.

1.17 Digital Advertising Unit

The Digital Advertising Unit is an onboard digital billboard located on the roof of the WaiveCar vehicle. The advertising is displayed automatically without user input.

Section 2 – Terms of Use

2.1 Only Active Members, in accordance with this Trip Process, the Schedules, the Parking Rules, and the Terms and Conditions, may operate WaiveCar vehicles.

2.2 Membership does not guarantee your ability to use WaiveCar vehicles.

Section 3 – Start of Trip Period

3.1 A WaiveCar vehicle may be reserved by a Member through www.WaiveCar.com, the official WaiveCar app, and/or other authorized smartphone applications or select affiliated websites. Any reservation cancelled before the reservation time may result in a charge to the Member's account. Any reservation that is extended for an additional

period of time, if offered by WaiveCar, may also result in a charge to the Member's account.

- 3.2** Before operating a vehicle, the Member must inspect the interior and exterior of the vehicle for any visible defects, damages, or excessive soiling, and must immediately notify WaiveCar of any observed defects, damages, or problems to or with the vehicle itself or with any installed technology. WaiveCar reserves the right to prohibit the Member from using the WaiveCar vehicle if WaiveCar deems that the reported defects, damages, or soiling are a safety hazard.
- 3.3** Access to a vehicle and the start of a Trip may be granted through use of the official WaiveCar app, or an authorized mobile application.
 - a) Trip initiation via the official WaiveCar app or an authorized mobile application – A Trip is started when the Member selects a vehicle on the official WaiveCar app or authorized mobile application and presses the “begin rental” button. After the vehicle unlocks, the Member should then follow the instructions in the official WaiveCar app or authorized mobile application.
- 3.4** The Member must make complete and truthful statements. A Member's failure to report any deficiency when starting a Trip may result in that Member being held responsible for the repair or cleaning of the vehicle.
- 3.5** WaiveCar may contact the Member by phone, text message, or other method of communication for operational issues associated with a reservation or start of a Trip.
- 3.6** WaiveCar depends on its Members to ensure that vehicles are returned in a clean state. As a result, WaiveCar cannot guarantee that a vehicle will be clean.

Section 4 – During the Trip Period

- 4.1** During the Trip Period if a Member initiates a stopover (parks the vehicle but does not end his or her Trip), the Member must follow the Parking Rules.
- 4.2** Vehicles cannot be used more than 50 miles outside of the operating area. If a vehicle is driven more than 50 miles outside of the operating area, the Member will be personally responsible for costs associated with returning the vehicle to the operating area, including, but not limited to, costs associated with vehicle repair, motor vehicle accidents or collisions, towing services, and loss of vehicle use. The Member responsible for said vehicle will continue to incur charges until the vehicle is returned to the operating area and the trip is ended. At its sole discretion, WaiveCar reserves the right to repossess or end a trip involving any WaiveCar vehicle operating outside the Fixed Area of Operation at any time during or after the Trip.
- 4.3** WaiveCar may prohibit any continued use of the vehicle and/or notify the appropriate authorities, if WaiveCar has reasonable belief the vehicle is being used in connection

with a violation of any law(s) and/or this Trip Process, the Schedules, or the Terms and Conditions.

- 4.4** At no time shall a Member permit a vehicle to cross a national border or leave the country in which the Trip was started.
- 4.5** Barring special programs specifically stating otherwise, a vehicle may not be used for more than three (3) consecutive days.
- 4.6** WaiveCar reserves the right to end a Trip remotely for any reason, including if WaiveCar is unable to contact a Member in connection with an ongoing Trip.

Section 5 – End of Trip Period

A. A Trip may be ended only if the vehicle is located within the operating area and in accordance with the Parking Rules. The exact boundaries are shown at www.WaiveCar.com, on the official WaiveCar app, and on select affiliated websites.

B. When the Member wishes to end a Trip, the Member must:

- a) Park the vehicle according to the Parking Rules for the location in which the Member is operating the vehicle;
 - b) Ensure that the key and parking card, if applicable, have been returned to the vehicle;
 - c) Ensure that all windows and doors are fully closed and that all lights have been turned off; and
 - d) Remove all trash from and clean any soiling in the vehicle.
- 5.3** Member ends his or her Trip via the official WaiveCar app, or in such other manner as may be determined by WaiveCar at the time of the use of the vehicle. The Trip is ended only if the mobile app has correspondingly confirmed that the Trip has ended and the vehicle locks, or in such other manner as may be determined by WaiveCar at the time of the use of the vehicle. If the Member leaves the vehicle before receiving confirmation that the Trip has ended and that the vehicle has locked, the Member shall continue to accrue costs at his/her own expense.
- 5.4** If the vehicle cannot establish a network connection but the Member is able to call WaiveCar, WaiveCar may end the Trip remotely and provide confirmation and exit instructions to the Member. If ending the Trip at the parking location is not possible or not permitted by WaiveCar, the Member will have to park the WaiveCar vehicle in

accordance with the Parking Rules.

- 5.5** Failure to return the vehicle in accordance with this Trip Process may result in liability or, in some jurisdictions, possible criminal sanctions and/or prosecution.
- 5.6** If a Trip Period exceeds three (3) consecutive days and Section 4.5 does not apply or otherwise at WaiveCar's discretion, the Trip Period may be terminated by WaiveCar. WaiveCar will endeavor to contact the Member through Member Provided information prior to terminating the Trip. Until the vehicle is returned to the operating area and the Trip is ended, the Member will continue to incur fees and/or penalties, as specified in the Fee Schedule. If payment is not made or is rejected or otherwise unauthorized, WaiveCar retains the right to repossess the vehicle from its then current location and, to the extent permitted by law, the Member will assume all associated costs, including, but not limited to, transportation expenses, key replacement (if the key to the vehicle is not promptly returned), and/or loss of vehicle use.

Section 6 – Prices and Payments in Default

- 6.1** The fees for using a WaiveCar vehicle and related services are set out in the Schedules, and Members must pay such amounts when due. The fee structures and prices set out in the Schedules may include references to taxes applicable in certain jurisdictions. All fees for using a WaiveCar vehicle accrue at the start of the Trip and are payable in full at the end of the day the Trip ended.
- 6.2** Payments shall be made by payment card, and Member hereby authorizes WaiveCar and its assignees to charge Member, using the payment information supplied by the Member to WaiveCar. Such account shall have sufficient funds available to cover any charges. The Member is solely responsible for any associated payment card charges or fees. WaiveCar has the right to deactivate any Member's account due to nonpayment or for insufficient funds.
- 6.3** WaiveCar may issue time or other credits to Members to be used toward future Trips. Any such credits shall not have monetary value and will expire on the date(s) noted in the Member's account page. If any credit is remaining upon the expiry of the stated validity period, such remaining credits will expire and be removed from the Member's account. Use of such promotional time credits to use vehicles is subject to this Trip Process and the Terms and Conditions.
- 6.4** Any fees associated with Trips may still be applied to Trips taken by a Member on time or other credits.
- 6.5** Under California Civil Code Section 1789.3, residents in the State of California in the United States are entitled to the following specific consumer rights information:
1. Pricing Information. Current rates for our services may be obtained by calling WaiveCar or writing to us. We reserve the right to change fees, surcharges, monthly or other periodic subscription fees, or to institute new fees at any time as provided in these Terms and Conditions.

2. Complaints. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd, Sacramento, CA 95834, or by telephone at (916) 4451254 or (800) 9525210.

Section 7 – Billing

- 7.1** Members are responsible for the payment of all charges and fees associated with a Trip, their use of a vehicle, and/or the use of a vehicle on their account.
- 7.2** Fees for use of vehicles and Trips are provided and set forth in the Trip Process and the Schedules.
- 7.3** Invoices will be generated and can be viewed at www.WaiveCar.com and/or on the official WaiveCar app. Recent trip history and fees assessed by WaiveCar to a Member's account can also be viewed by accessing Member account information at www.WaiveCar.com and/or the official WaiveCar app.
- 7.4** Members are on notice of all fees assessed at the time the invoice is available at www.WaiveCar.com and/or the official WaiveCar app. Any request for refund of fees assessed to a Member's account must be received within 14 days of the date the invoice is available at www.WaiveCar.com and/or the official WaiveCar app. Refunds are subject to review and approval on a casebycase basis at WaiveCar's sole discretion.
- 7.5** If a payment card charge is declined by the Member's payment card issuer, WaiveCar may suspend or terminate the Member's account and use of WaiveCar.

Section 8 – Obligations of Members, Prohibitions

- 8.1** The Member shall:
- a) Use, operate, and handle the vehicle gently, and adhere to applicable maximum and minimum speeds, as local speed limits and weather conditions permit;
 - b) Comply with all laws applicable to operation of a vehicle;
 - c) Ensure that the vehicle is used only in a manner for which it is roadworthy and reliable;
 - d) Immediately inform WaiveCar of any instances of major soiling or damage to the vehicle;
 - e) Secure the vehicle against theft (windows must be closed and the doors must be locked);

- f) Return the vehicle in accordance with Section 5 and the Parking Rules;
- g) Keep any passwords, PINs, or other similar types of access codes in strict confidence and not record passwords, PINs, or other similar types of access codes on or near any access devices. A Member must pay for any associated costs and/or damages arising from unauthorized use of a Member's account by third parties. Accordingly, if a Member has reason to believe that a third party may have obtained unauthorized knowledge of a password, PIN, or other similar access code, the Member must change his/her compromised password, PIN, or other similar access code and notify WaiveCar immediately;
- h) Immediately notify WaiveCar if the access method, charge card, or parking card is lost or stolen so that WaiveCar may deactivate the access method or card and notify Member of any such membership deactivation by phone, text, email, or other communication method. Member shall pay any fees or expenses plus applicable taxes: (i) to replace the Member Card or other access method, charge card, or parking card; and (ii) for any damages resulting from the loss or theft of the foregoing items;
- i) Immediately inform the police/emergency personnel and WaiveCar of any accident. At the request of WaiveCar or its insurer, the Member must provide to WaiveCar a copy of any citation report, police report, or other document(s) related to the accident that are in the Member's possession;
- j) Notify WaiveCar of any tickets and/or warnings for traffic or driving offenses received by the Member while operating a WaiveCar vehicle or during a Trip, including parking tickets;
- k) Notify WaiveCar of any moving violations, traffic tickets, speeding tickets, and/or driving offenses received while operating any vehicle; and
- l) Unless prohibited by applicable law, permit WaiveCar and/or its agents and representatives to record telephone conversations in connection with membership, in order to investigate legal issues, and/or improve the quality of its vehicles and services.

8.2 The Member shall not:

- a) Use the vehicle while under the influence of alcohol, drugs, or medication that could adversely impact his/her ability to drive. Drinking alcohol and driving is strictly prohibited, and a limit of 0.0% blood alcohol content (BAC) applies for all drivers of WaiveCar vehicles. As concerning drugs or medication that could adversely impact a Member's ability to drive, whether legally prohibited, prescribed, or otherwise, a zerotolerance policy applies;
- b) Allow third parties to drive a vehicle (including individuals who are themselves Members, but who did not initiate the thencurrent Trip);
- c) Give, lend, or provide a method of access to any third party who may then drive a

vehicle on the Member's account;

- d) Use the charging card, if applicable, to get power for vehicles other than the vehicle to which the charging card is assigned;
- e) Drive the vehicle off paved roadways or in motor sports events or races of any kind;
- f) Engage in any distracting activity prohibited by applicable laws, rules, or regulations, and/or use any handheld electronic device while operating the vehicle;
- g) Use the vehicle for vehicle tests, driving tests, for driving classes, to transport individuals for commercial gain, or to deliver goods as part of a commercial business;
- h) Use the vehicle to transport flammable, poisonous, or otherwise dangerous goods for other than ordinary household use and in amounts greater than what is usually consumed in a household;
- i) Transport objects with the vehicle that could, due to their size, shape, or weight, adversely impact the vehicle's handling, safety, or that could damage the interior of the vehicle;
- j) Use the vehicle in the commission of a crime;
- k) Smoke or use tobacco or vapor products in the vehicle, or allow passengers to smoke or use tobacco or vapor products in the vehicle;
- l) With the exception of a guide animal accompanying a Member or passenger with a disability or a pet of a Member that is stored in an animal carrier, take animals into the vehicle;
- m) Excessively soil the vehicle or leave trash of any kind in the vehicle;
- n) Remove objects that are attached to the vehicle or form part of the vehicle's equipment, including keys;
- o) Drive with more than 3 passengers in the vehicle;
- p) Personally perform or authorize repairs or any conversions on or to the vehicle or its equipment;
- q) Use the vehicle in an imprudent, negligent, or abusive manner, or in any other manner deemed inappropriate by WaiveCar, in its sole discretion;
- r) Use the vehicle to propel or tow any vehicle, trailer, or other object; or,
- s) Use the vehicle to carry persons or property for hire.

Section 9 – Actions in the Event of Accidents, Damages or Defects, Repairs or Improper Authorization of Another Driver

- 9.1** The Member is solely responsible for all damage, including major soiling, to a vehicle and its equipment, incurred during the Trip. If damage to the vehicle or its equipment is reported, the last Member responsible for use of the vehicle shall be presumed to have caused such damage and shall be liable for the damage absent evidence to the contrary, as may be determined by WaiveCar in its sole discretion.
- 9.2** If the police attend to the scene of an accident involving the vehicle, the Member must remain at the accident site until the police have finished making a record of the accident and must take reasonable measures to conserve evidence and mitigate any damages. Even if the police do not attend at the accident site, the Member must report the accident to WaiveCar. A vehicle that has been in an accident may be parked only in an area that is sufficiently supervised and safe. Members shall fill out an accident report in the event of an accident, injury, or other incident and provide a copy to WaiveCar.
- 9.3** To the extent permitted by applicable law, in all cases, WaiveCar is entitled to any compensation paid in connection with damages to a WaiveCar vehicle. Should such compensation be paid to the Member, the Member must transfer such monies to WaiveCar.
- 9.4** The Member is solely responsible for the consequences of traffic offenses or criminal acts that are established to have been perpetrated in connection with use of the vehicle and/or Trip, including parking tickets, and shall be responsible to WaiveCar for any fees and costs that may be incurred in connection with same. The Member authorizes WaiveCar to release to any governmental agency or court, information relating to Member and any person who uses a WaiveCar vehicle on Member's account. WaiveCar may elect, in its sole discretion, to settle any such claims, including fines issued for parking violations, on behalf of the Member and/or, to the extent permitted by applicable law, transfer any legal process, responsibility, or liability related to such claim to the Member.
- 9.5** Should WaiveCar so demand, the Member must immediately provide to WaiveCar information on the location of the vehicle and enable inspection of the vehicle by WaiveCar or other third parties designated by WaiveCar.
- 9.6** Members authorizing other Members (an authorized Member being an "Authorized Driver") to use a WaiveCar vehicle and charge a Trip to the Member's settlement account shall be responsible for all fees and costs resulting from such Authorized Driver's use, including charges and fees in accordance with the Schedules. Members and Authorized Drivers shall also be jointly and severally responsible for any damages caused by the Authorized Driver, and WaiveCar's loss of vehicle use in cases of accidents, vehicles being impounded, and improper use resulting in a vehicle being

out of service. Members shall accept declarations and notices from WaiveCar on behalf of the Authorized Driver.

9.7 WaiveCar shall be entitled to suspend or terminate driving privileges immediately if the Member:

- a) does not pay fees or charges at the time such fees or charges are due;
- b) fails to comply with this Trip Process or any Schedule;
- c) fails to comply with the Terms and Conditions;
- d) fails to comply with any WaiveCar rules or policies relating to operation of a vehicle;
- e) no longer possesses a Valid Driver's License;
- f) misuses or uses, without authorization, any vehicle, vehicle equipment, or fuel and/or parking card (if applicable);
- g) ends a Trip at an unauthorized location and/or in violation of the Parking Rules;
- h) fails to notify WaiveCar of any perceived defect with a vehicle adversely affecting the operation of that vehicle; or
- i) makes statements to WaiveCar which are incorrect or fails to disclose facts or circumstances required to be disclosed under this Trip Process and/or the Terms and Conditions.

9.8 Notwithstanding the foregoing, WaiveCar, in its sole discretion, may suspend or terminate a Member's WaiveCar membership and/or driving privileges at any time and for any reason whatsoever.

9.9 If a Member's membership and/or driving privileges are suspended or terminated, WaiveCar may take possession of the vehicle, at Member's expense, if the Member fails to immediately return the vehicle to WaiveCar and Member shall be charged fees for the failure to return a vehicle in accordance with this Trip Process.

Section 10 – Lost and Found Policy

10.1 WaiveCar is not responsible for loss of or damage to a Member's property or the property of others left at any time in or on any vehicle or on WaiveCar's premises, even if it is in WaiveCar's possession and regardless of who is at fault.

10.2 WaiveCar will not contact Members regarding lost items belonging to another Member or Authorized Driver, passenger, or other person.

10.3 WaiveCar is not obligated to remove a vehicle from service due to loss of property and

is not required to search its vehicles for lost property.

Section 11 – Insurance and Member Responsibility [INCLUDING DEDUCTIBLE]

- 11.1** WaiveCar complies with applicable motor vehicle financial responsibility laws by obtaining insurance coverage for the benefit of Members.
- 11.2** The Member (and any Authorized Driver) qualifies as an insured under WaiveCar insurance only if the Member (or Authorized Driver) complies with this Trip Process, the Schedules, and the Terms and Conditions, and the Member (or Authorized Driver) is a an Active Member, at least 21 years old, has a Valid Driver's License, and is in compliance with certain jurisdiction's minimum driving experience requirements, if any (or as otherwise agreed by contract).
- 11.3** The WaiveCar insurance does not cover a Member, Authorized Driver, or passenger if the vehicle is used in violation of this Trip Process, the Schedules, the Terms and Conditions, or if the Member or Authorized Driver has violated this Trip Process, the Schedules, or the Terms and Conditions, or if the Member or Authorized Driver is not 21 years of age or older (unless WaiveCar has otherwise agreed by contract).
- 11.4** WaiveCar's insurance provides to Members and Authorized Drivers insurance as follows: (a) liability insurance coverage for third party bodily injury and property damage; (b) basic no fault benefits if the applicable state or province has adopted a no-fault statute; and (c) uninsured motorist bodily injury coverage with a coverage limit equal to the lesser of the statutory minimum financial responsibility limits for the applicable province or the minimum limits of uninsured motorist coverage defined by the laws of any applicable province. No other insurance is provided by WaiveCar.

USE OF A VEHICLE IN VIOLATION OF THIS TRIP PROCESS, THE SCHEDULES, OR THE TERMS AND CONDITIONS IS WITHOUT THE PERMISSION OF WaiveCar, VIOLATES THE AGREEMENTS BETWEEN MEMBER AND WaiveCar, AND DISQUALIFIES MEMBER AND ANY AUTHORIZED DRIVER FROM WaiveCar INSURANCE COVERAGE, WHERE PERMITTED BY LAW.

- 11.5** The terms of insurance provided by WaiveCar in accordance with Section 11.4, and the coverage limit per accident applicable therein, vary by jurisdiction. Summary information about minimum insurance coverage levels for the jurisdictions in which WaiveCar operates is available at www.WaiveCar.com and by contacting the applicable insurance commissioner or government authority.
- 11.6 Member Deductible Obligations:** Member will be responsible for a deductible between \$0 and \$1,000 if any accident occurs or damage is sustained by reason of the fault of the Member or Authorized Driver, if fault for any accident or damage cannot be determined, or if damages for any accident or loss cannot be recovered from a third party.

- G. Member Financial Responsibility:** In circumstances where the WaiveCar insurance does not apply, such as where the vehicle is used in violation of this Trip Process, the Schedules, or the Terms and Conditions, or for other reasons, the Member is liable for the entire cost of the vehicle replacement or repair and for any and all claims of any kind made by third parties, including those made against WaiveCar, and for the defense from and indemnity for such claims. There are laws that require vehicle operators to maintain insurance coverage for liability to third parties. Members are advised to seek other insurance protection for claims not covered by WaiveCar insurance.
- 11.8 Additional Member Financial Responsibility:** If at any time it appears that claim losses exceed the limit(s) of insurance provided by WaiveCar, WaiveCar will not be liable for such excess amounts. WaiveCar may notify the Member's insurance carrier(s) of liability claims. If the losses exceed the insurance coverage applicable to the Member, the Member will be personally liable for the excess amount of any losses.

Section 12 – Liability of the Member, Liquidated Damages, Exclusion

- 12.1** The Member shall be responsible to WaiveCar for theft of the vehicle or any of its equipment, damages to the vehicle or any of its equipment, loss of the vehicle or its equipment, damages associated with loss of vehicle use in cases where a vehicle is involved in an accident or has sustained damage preventing its use, vehicles being towed and/or impounded, and improper use of the vehicle or its equipment resulting in a vehicle being out of service, and for damages suffered by a third party. The Member shall fully compensate WaiveCar for such damages and losses, provided they were caused by the Member or by actions of a third party that are to be attributed to the Member or the Member's account. Furthermore, the Member shall be responsible to WaiveCar for the full amount of damages if the vehicle has been damaged or lost or if a third party has suffered damages by the fact that the Member or third parties for whom the Member is responsible have violated this Trip Process, the Terms and Conditions, the Schedules, or applicable law and have thus adversely impacted insurance coverage. **IF AN UNINSURED MEMBER IS LIABLE, THE MEMBER SHALL INDEMNIFY AND HOLD HARMLESS WaiveCar FROM ANY CLAIMS BROUGHT AGAINST WaiveCar BY THIRD PARTIES.**
- 12.2** In addition to any other rights of recourse that may be available to WaiveCar (including, but not limited to, payment of a deductible), and to the extent permitted by applicable law, the Member must pay liquidated damages in the amount of \$1,500 per violation if he or she has permitted an unauthorized person to drive the vehicle. In such an event, the liquidated damages may, at WaiveCar's sole discretion, be offset against any amount owed to WaiveCar by the Member.
- 12.3** In the event of violations of this Trip Process, the Schedules, or the Terms and Conditions, WaiveCar may exclude, with immediate effect, the Member from the use of the vehicle and may deactivate vehicle access; this exclusion may be temporary or permanent and is in the sole discretion of WaiveCar. The Member will be informed of his/her exclusion by phone, text, email, or other method of communication.

SECTION 13 – INDEMNIFICATION OBLIGATION OF THE MEMBER AND HOLD

HARMLESS REQUIREMENT

- 13.1 THE MEMBER SHALL INDEMNIFY AND HOLD WaiveCar, ITS PARENTS AND AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS, LAWYERS, ASSIGNS, AND SUCCESSORS IN INTEREST (COLLECTIVELY, THE “INDEMNIFIED PERSONS”) HARMLESS FROM ALL LOSSES, INCLUDING LOST PROFITS DUE TO VEHICLE DAMAGE, CAUSED OR CONTRIBUTED TO BY THE MEMBER, LIABILITIES, DAMAGES, INJURIES, CLAIMS, DEMANDS, COSTS, LEGAL FEES, AND OTHER EXPENSES INCURRED BY ANY INDEMNIFIED PERSON IN ANY MANNER AND BASED UPON THE MEMBER’S NONCOMPLIANCE WITH THIS TRIP PROCESS, THE SCHEDULES, THE TERMS AND CONDITIONS, AND/OR FROM THE USE OF THE VEHICLE BY THE MEMBER OR ANY OTHER PERSON, INCLUDING CLAIMS OF OR LIABILITIES TO, THIRD PARTIES. THE MEMBER MAY PRESENT A CLAIM TO THE MEMBER’S INSURANCE CARRIER FOR SUCH EVENTS OR LOSSES; BUT IN ANY EVENT, THE MEMBER SHALL HAVE FINAL RESPONSIBILITY TO ALL INDEMNIFIED PERSONS FOR ALL SUCH LOSSES. THIS OBLIGATION MAY BE PARTIALLY LIMITED TO THE EXTENT OF WaiveCar’S MINIMUM FINANCIAL RESPONSIBILITY COVERAGE**

Section 14 – General Terms

- 14.1 Data Protection.** WaiveCar shall implement and maintain reasonable procedures for protecting personal information in compliance with applicable law and the WaiveCar Privacy Policy.
- 14.2 Authorization to Call and Send Text Messages.** By providing his or her phone number to WaiveCar, the Member expressly consents and agrees that WaiveCar may place calls and send text messages to that number, including through the use of an automatic telephone dialing system and calls utilizing artificial and prerecorded voices and/or messages, for any purpose related in any way to a Member’s membership with WaiveCar, including, without limitation, as part of the application, registration, or reservation process, anything related to a Trip, and concerning customer service inquiries, customer satisfaction surveys, and/or WaiveCar marketing communications. Member’s consent is valid as to Member as well as for anyone else that may use the phone number provided by Member. Member represents that Member is either the owner or the primary user of that number. Member also agrees to update WaiveCar promptly in the event that the number changes so that WaiveCar does not try to contact a number that is no longer owned or used by Member. Member understands that providing this consent is a condition of using a vehicle and that if Member decides that he or she no longer wishes to receive such calls or texts from WaiveCar, Member may not be permitted to use a vehicle. Member agrees that he or she may only revoke this consent in writing by sending a letter to WaiveCar’s General Counsel in accordance with Section 15.13 below. WaiveCar is not responsible for any fees assessed by the Member’s cell phone provider for receipt of text messages or calls.
- 14.3 Choice of Law.** The law of Member’s state will apply to disputes related to this Trip

Process and Schedules.

- 14.4 Conflicts.** In the event of any conflict between this Trip Process and any other document with respect to the WaiveCar carsharing program, this Trip Process shall govern except as otherwise set forth by an authorized WaiveCar representative in writing. However, in the event of any conflict between this Trip Process and the WaiveCar Member Terms and Conditions, the Terms and Conditions shall govern except as otherwise set forth by an authorized WaiveCar representative in writing.
- 14.5 Assignment.** The rights of the Member granted by this Trip Process and any other document with respect to the WaiveCar carsharing program are not assignable or transferable by the Member to third parties, in whole or in part. The rights of WaiveCar are assignable by WaiveCar to any third party, in whole and in part and, without limitation, WaiveCar may sell or assign its right to receive some or all of the amounts that are owed or which may become due to WaiveCar by a Member under this Trip Process, relating to use of a WaiveCar vehicle, or otherwise.
- 14.6 Limitations of Liability and No ThirdParty Beneficiaries.** This Trip Process is intended for the benefit of the Member and WaiveCar. No other third party may claim rights hereunder, whether as a thirdparty beneficiary or otherwise. UNDER NO CIRCUMSTANCES WILL WaiveCar BE LIABLE TO ANY MEMBER OR ANY THIRDPARTY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM OR RELATED TO THIS TRIP PROCESS, THE USE OF WaiveCar VEHICLES, AND/OR WaiveCar'S SERVICE.
- 14.7 Acknowledgement.** Members may be required to reacknowledge receipt and acceptance of this Trip Process and Schedules on the head unit, via the official WaiveCar app, or by another method designated by WaiveCar before driving a WaiveCar vehicle.
- 14.8 No Waiver.** Acceptance by WaiveCar of any default or failure by the Member concerning this Trip Process or Schedules shall not affect or alter WaiveCar's rights in regard to any subsequent failure, whether of the same or of a different nature. If either party should waive, neglect, or delay the exercise of a right or recourse provided by this Trip Process, this shall never be interpreted against said party as a renunciation of its rights and recourses, as long as the conventionally or legally prescribed time for exercising such a right or recourse has not expired.
- 14.9 Severability.** Each provision of this Trip Process is distinct and separate. Therefore, any decision by a court under which any of the provisions contained in this Trip Process is declared null, invalid, or unenforceable shall in no way affect the validity, nature, or enforceability of any other provision.
- 14.10 Gender and Number.** Where required by the context, the masculine gender used herein includes the feminine and viceversa, and the singular includes the plural and viceversa and, in those cases, the rest of the sentence or sentences concerned shall be interpreted as though the required grammatical or terminological changes had been made.

14.11 Modifications of Trip Process. The current version of this Trip Process and Schedules is available at www.WaiveCar.com, on the official [WaiveCar app](#). WaiveCar reserves the right to amend, supplement, or replace this Trip Process and Schedules, and shall give notice of such changes as required by applicable law. Notice to the Member shall be considered given when such notice is indicated and accessible from the first page accessed after the Member logon to the WaiveCar website, uses the official WaiveCar app, or receives an email to the Member's email address. The Member agrees that all modifications shall be effective and binding on the effective date indicated in the notice. To the extent permitted by applicable law, by making a reservation after receiving notice of any modifications to this Trip Process or Schedules, Member assents to and will be bound by such changes to this Trip Process and Schedules.

14.12 Entire and Integrated Agreements. This Trip Process, the Schedules, and the Terms and Conditions constitute the entire agreement between the parties and will become a binding agreement upon acceptance by the Member. The foregoing described documents supersede and replace all previous understandings and agreements between Member and WaiveCar. Member acknowledges and represents that Member has not relied on any representation, assertion, guarantee, warranty, collateral contract, or other assurance, except those set out in this Trip Process, the Schedules, and the Terms and Conditions.

14.13 Notice to WaiveCar. Except as otherwise required herein, notice required to be given by the Member to WaiveCar shall be provided in writing. Such notices shall be given (1) by delivery in person; (2) by a nationally recognized next day courier service; or (3) by first class, registered or certified mail, postage prepaid. Such notices so given shall be effective upon receipt by WaiveCar at the following address:

WaiveCar Inc.
General Counsel
49 Canterbury Road
Clifton Park, New York 12065
United States

14.14 Questions. Comments or questions regarding this Trip Process or Schedules should be directed to WaiveCar. Visit www.WaiveCar.com or the official [WaiveCar app](#) for methods of contact.

14.15 Currency. All dollar amounts appearing in this Trip Process and Schedules are in United States dollars unless otherwise stated.

Section 15 – EXPLANATIONS AND COMPREHENSION

15.1 THE MEMBER DECLARES TO WaiveCar THAT HE OR SHE HAS RECEIVED ALL REASONABLE EXPLANATIONS REQUIRED OF THE CONTENT OF THIS TRIP PROCESS AND ANY OTHER DOCUMENT WITH RESPECT TO THE WaiveCar CARSHARING MEMBERSHIP, INCLUDING ALL

SCHEDULES AND THAT HE OR SHE HAS TAKEN ALL REASONABLE AND PRUDENT MEASURES TO ENSURE THAT HE OR SHE UNDERSTANDS EACH AND EVERY ONE OF HIS OR HER COMMITMENTS AND OBLIGATIONS.

This Trip Process is effective October 16, 2015.