

Terms of service

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION THAT AFFECTS YOUR RIGHTS, REMEDIES, AND OBLIGATIONS. THEY INCLUDE AN AGREEMENT TO ARBITRATE (UNLESS YOU OPT OUT). THESE TERMS ALSO INCLUDE A PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF FOR ALL MATTERS IN EITHER COURT OR ARBITRATION, VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION, VENUE, AND GOVERNING LAW OF DISPUTES, EXCEPT WHERE PROHIBITED, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

TakeMyCar's policies, terms and conditions and privacy policies are subject to constant change over time. Each time our policies are updated you will be notified to comply, else will lead to termination of services.

Introduction

TakeMyCar Inc. and its subsidiaries (collectively, “TakeMyCar”, “we”, or “us”), provide an online car sharing platform that connects vehicle owners with travelers and locals seeking to book those vehicles. TakeMyCar is accessible online including at [TakeMyCar.us](https://www.TakeMyCar.us) and as an application for mobile devices. The TakeMyCar websites, blog, mobile applications, and associated services are collectively referred to as “the Services”. By accessing or using the Services, including by communicating with us or other TakeMyCar users, you agree to comply with, and be legally bound by, the provisions of these Terms of Service (these “Terms”), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Services and constitute a binding legal agreement between you and TakeMyCar.

These Terms, together with the [TakeMyCar privacy policy](#), applicable insurance terms and certificates, roadside assistance terms, and the [additional policies](#) (together, the

“Policies”) constitute the “Agreement” between you and TakeMyCar (each a “Party” and together, “the Parties”).

Modification. TakeMyCar reserves the right, at our sole discretion, to modify the Services or to modify the Agreement, including these Terms, at any time. If we modify these Terms, we will post the modification on the Services. We will also update the “Last Revised” date at the top of these Terms. If you continue to access or use the Services after we have posted a modification or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified terms. If the modified terms are not acceptable to you, your sole recourse is to stop using and accessing the Services and close your TakeMyCar Account within 30 days. If you choose to close your TakeMyCar Account, the previous effective version of these Terms will apply to you, unless you use the Services during the intervening 30 day period, in which case the new version of these Terms will apply to you.

Eligibility, registration, verification

Eligibility

The Services are intended solely for guests who meet our [age requirements](#) in the location where the vehicle is booked and hosts who are 21 or older, except in the United Kingdom where we permit hosts age 18 to list eligible vehicles. Any use of the Services by anyone that does not meet these age requirements is expressly prohibited.

Registration

To access certain features of the Services, you must sign up for an account with us (a “TakeMyCar Account”). You can create a TakeMyCar Account by providing us your first and last name, email address, and creating a password or connecting through an account with a third-party site or service (including Apple, Facebook, and Google). When you book a vehicle as a traveler or guest (“guest”), you provide us with certain

additional information about yourself. Similarly, when you list a vehicle as a vehicle owner or host (“host”), you provide us with certain additional information about yourself and your vehicle(s) (if applicable). You must provide accurate, current, and complete information during the registration, booking, and/or listing process. You must keep your TakeMyCar Account up to date at all times. Based on information you provide, TakeMyCar may impose additional requirements for you to book a trip (e.g., providing a deposit, adding a second form of payment, buying a certain level of protection plan, or other requirements). To fight spam and abuse of the Services, TakeMyCar has implemented reCAPTCHA Enterprise, and your use of reCAPTCHA is subject to a separate [Privacy Policy](#) and [Terms of Use](#).

Verification

Where permitted, TakeMyCar has the right, but not the obligation, to undertake screenings, checks, and engage in processes designed to (1) help verify the identities or check the backgrounds of users, including driving history and driver’s license validity and (2) verify vehicle details. TakeMyCar does not endorse any vehicle, user, or a user’s background, or commit to undertake any specific screening process. TakeMyCar may in its sole discretion use third-party services to verify the information you provide to us and to obtain additional related information and corrections where applicable, and you hereby authorize TakeMyCar to request, receive, use, and store such information. TakeMyCar may permit or refuse your request to book or list a vehicle in its sole and absolute discretion. TakeMyCar may, but does not commit to, undertake efforts to ensure the safety of vehicles shared through the Services. We do not make any representations about, confirm, or endorse the safety, roadworthiness, or legal status of any vehicles beyond our policies that require hosts to ensure their vehicles are in safe and operable condition, legally registered to be driven on public roads, have a clean title (e.g., non-salvaged/non-branded/non-washed/non-written off), not subject to any applicable safety recalls, and otherwise satisfy our eligibility requirements.

Consumer Report Authorization. When you attempt to book or list a vehicle, or at any time after where TakeMyCar reasonably believes there may be an increased level of risk associated with your TakeMyCar Account, you hereby provide TakeMyCar with

written instructions and authorize TakeMyCar, in accordance with the Fair Credit Reporting Act, applicable consumer reporting laws, or any similar laws to obtain your personal and/or business auto insurance score, credit report, and/or conduct a background check, including a criminal background check where permissible under applicable law.

Fees, taxes

Fees

The fees we charge for using the Services and other cost structures will be itemized at checkout for guests. You can verify the amount for your trip at checkout before you submit your trip request. Hosts can view earnings on the Host Hub and learn more about earnings breakdown [here](#). When you provide TakeMyCar a payment method, you authorize TakeMyCar, or third-party service providers acting on behalf of TakeMyCar, to store your payment credential for future use in the event you owe TakeMyCar any money. You authorize TakeMyCar to use stored payment credentials for balances, including for [Trip costs](#), [host fees](#), and [guest fees](#) (e.g., late fees, security deposits, processing fees and claims costs, and related administrative fees). In some cases, our payment processors have arrangements with card networks to automatically update stored payment credentials whenever you receive a new card (e.g., replacing an expired card or one that was reported lost or stolen) and we will rely on such updates to stored payment credentials for balances. Any use of referral travel credit is governed by the terms and conditions outlined [here](#).

Collection of fees

TakeMyCar and its service providers will employ all legal methods available to collect amounts due, including the engagement of collection agencies or legal counsel.

TakeMyCar, or the collection agencies we retain, may also report information about your

TakeMyCar Account to credit bureaus. As a result, late payments, missed payments, or other defaults on your TakeMyCar Account may be reflected in your credit report. In addition to the amount due, delinquent accounts or chargebacks will be charged with fees and/or charges that are incidental to the collection of delinquent accounts or chargebacks including, but not limited to, collection fees, convenience fees, and/or other third party charges. If you wish to dispute the information TakeMyCar reported to a credit bureau (i.e., Experian, Equifax, or TransUnion), please contact help.TakeMyCar.us. If you wish to dispute the information a collection agency reported to a credit bureau regarding your TakeMyCar Account, you must contact the collection agency directly.

Taxes

In certain jurisdictions, TakeMyCar may enable the collection and remittance of certain taxes from or on behalf of guests or hosts, based on existing and future tax regulations, including marketplace facilitator or car sharing regulations. The amount of taxes, if any, collected and remitted by TakeMyCar will be visible to, and separately stated, to both guests and hosts on their respective trip related documents and invoices. Where TakeMyCar is facilitating the collection and remittance of taxes, hosts are not permitted to collect the same taxes on the Services in relation to their vehicle sharing in that jurisdiction.

Your commitments

You agree that you will always use your TakeMyCar Account and the Services in compliance with these Terms, applicable law, and any other policies and standards provided to you by TakeMyCar.

Account Activity. You are, and will be solely responsible for, all of the activity that occurs through your TakeMyCar Account. Keep your TakeMyCar Account information, including your password, secure. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your TakeMyCar Account, whether or not you have authorized such activities or actions. You will immediately notify TakeMyCar of any actual or suspected unauthorized use of your TakeMyCar Account. We are not responsible for your failure to comply with this clause, or for any delay in shutting down or protecting your TakeMyCar Account unless you have reported unauthorized access to us.

Content

TakeMyCar Content and User Content License. Subject to your compliance with the provisions of these Terms, TakeMyCar grants you a limited, revocable, non-exclusive, non-transferable license, to access and view any TakeMyCar and/or user content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by TakeMyCar or its licensors, except for the licenses and rights expressly granted in these Terms.

User Content. We may, in our sole discretion, permit you to post, upload, publish, submit or transmit content through the Services such as photographs of you and your vehicle(s), reviews, feedback, and descriptions of you, your vehicle, or trip. By making available any content on or through the Services, or through TakeMyCar promotional campaigns, you grant TakeMyCar a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such content on, through, by means of, or to promote or market the Services. Except as

described above with respect to TakeMyCar photography provided to hosts, TakeMyCar does not claim any ownership rights in any such content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such content.

Copyright Protection. We respond to notices of alleged copyright infringement and terminate TakeMyCar Accounts of repeat infringers according to the process set out in the US Digital Millennium Copyright Act and similar laws. If you think a user is violating your copyright(s) and want to notify us, you can find information about submitting notices [here](#).

Prohibited activities

In connection with your use of or access to the Services, you agree that you will not, nor advocate, encourage, request, or assist any third party to:

Violate any law, including:

- Breach, violate, and/or circumvent any local, state, provincial/territorial, regional, or national law or other law or regulation, or any order of a court, including, without limitation, airport regulations and tax regulations, licensing or registration requirements, or third-party rights
- Post false, inaccurate, misleading, defamatory, or libelous content
- Infringe, reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from content that belongs to or is licensed to TakeMyCar, or that comes from the Services and belongs to another TakeMyCar user or to a third party, including works covered by any copyrights, trademark, patent, or other intellectual property, privacy, publicity, moral, or contractual rights, except with prior express written permission of TakeMyCar

Dilute, tarnish, or otherwise harm the TakeMyCar brand in any way, including:

- Through unauthorized use of the Services and/or user content
- Registering and/or using "TakeMyCar" or derivative terms in domain names, trade names, trademarks, or otherwise
- Registering and/or using domain names, trade names, trademarks, social media account names, or other means of identification that closely imitate or are confusingly similar to TakeMyCar domains, trademarks, taglines, promotional campaigns, or TakeMyCar and/or user content

Provide or submit any false or misleading information, including:

- False name, date of birth, driver's license details, payment method, insurance, or other personal information
- In relation to a claim (for example about damage to a vehicle)
- By registering for a TakeMyCar Account on behalf of an individual other than yourself
- Impersonating any person or entity, or falsifying or otherwise misrepresenting yourself or your affiliation with any person or entity

Fail to honor your commitments, including:

- Fail to pay fees, penalties, or other amounts owed to TakeMyCar or another user
- Fail, as either a guest or host, to timely deliver, make available, or return any vehicle and optional Extras, unless you have a valid reason
- Use the Services to find a host or guest, and then complete a transaction partially or wholly independent of the Services, for any reason including but not limited to circumventing the obligation to pay any fees related to the provision of the Services by TakeMyCar (aka, gray market transactions, which do not necessarily require the exchange of money)
- Transfer your TakeMyCar Account and/or user ID to another party without our consent

- Leave a vehicle unlocked or running with the keys inside, except where instructed to do so directly by TakeMyCar in certain limited circumstances

Harm or threaten to harm users of our community, including:

- Harass, stalk, or defame any other TakeMyCar user or collect or store any personally identifiable information about any other user other than for purposes of transacting as a host or guest in accordance with these Terms
- Engage in physically or verbally abusive or threatening conduct
- Use the Services to transmit, distribute, post, or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information, payment method details, or account numbers
- Treat anyone differently based on the way they look, who they love, what they believe, how they self-identify, where they are from, or when they were born. Discrimination of any kind is not tolerated in the TakeMyCar community
- Sue or assert legal claims against TakeMyCar or a TakeMyCar user in any manner prohibited or waived by these Terms

Use the Services for your own unrelated purposes, including to:

- Contact another TakeMyCar user for any purpose other than in relation to a booking, vehicle, listing, or the use of the Services by such user
- Commercialize any content found on the Services or software associated with the Services, including reviews
- Harvest or otherwise collect information about users without their and our consent
- Recruit or otherwise solicit any user to join third-party services or websites that are competitive to TakeMyCar, without our prior written approval

Interfere with the operation of the Services, including by:

- Interfering with any other user's listings

- Using the Services in connection with the distribution or posting of unsolicited commercial messages (e.g., spam)
- Distributing viruses or any other technologies such as cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or e-mail address information, or similar methods or technology that may disrupt or interfere with the operation or provision of the Services, or harm TakeMyCar or the interests or property of others
- Bypassing robot exclusion headers, interfering with the working of the Services, or imposing an unreasonable or disproportionately large load on our infrastructure
- Systematically retrieving data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, directory, or the like, whether by manual methods, or through the use of bots, crawlers, spiders, or otherwise
- Using, displaying, mirroring, or framing the Services or any individual element within the Services, the TakeMyCar name, any TakeMyCar trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page in the Services, without the express written consent of TakeMyCar
- Accessing, tampering with, or using non-public areas of the Services, our computer systems, or the technical delivery systems of our service providers
- Attempting to probe, scan, or test the vulnerability of any of our system or network or breach any security or authentication measures
- Avoiding, bypassing, removing, deactivating, impairing, descrambling, or otherwise circumventing any technological measure implemented by TakeMyCar or any of our service providers or any other third party (including another user) to protect the Services
- Forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way using the Services to send altered, deceptive, or false source-identifying information

- Attempting to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services
- Endeavoring to circumvent a suspension, termination, or closure of your TakeMyCar Account or the account of another TakeMyCar user, including, but not limited to, creating a new TakeMyCar Account or listing vehicles affiliated with or registered to a TakeMyCar Account holder that has been suspended, terminated, or closed
- Carry drugs and violate the code of honor and conduct.

Other legal matters

Violations. TakeMyCar has the right, but not the obligation, to investigate, pursue, and seek to prosecute, litigate, or refer to law enforcement, violations of the Agreement to the fullest extent permissible by the law.

TakeMyCar reserves the right, at any time and without prior notice, in accordance with applicable law, to remove or disable access to any content that TakeMyCar, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms, or otherwise harmful to the Services or our community. If we believe you are abusing TakeMyCar, our users, or any other person in any way or violating the letter or spirit of any of these Terms, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your TakeMyCar Account and access to the Services, remove hosted content, deny a damage claim, remove or demote your listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using the Services. Additionally, we reserve the right to refuse or terminate access to the Services to anyone for any reason at our discretion to the full extent permitted under applicable law.

Policy enforcement. When an issue arises, we may consider the user's performance history and the specific circumstances in applying our Policies. We may choose to be more lenient with policy enforcement in an effort to do the right thing, subject to our sole and absolute discretion.

Communications with you. In order to contact you more efficiently, you agree that we may at times contact you using autodialed or prerecorded message calls or text messages at your phone number(s). We may place such calls or texts primarily to confirm your signup, provide notices regarding your TakeMyCar Account or TakeMyCar Account activity, investigate or prevent fraud, collect a debt owed to us, or communicate urgent messages. We may share your phone number(s) with service providers with whom we contract to assist us in pursuing these interests. We will not share your phone number(s) with third parties for their own purposes without your consent. Standard telephone minute and text and data charges may apply. Where TakeMyCar is required to obtain your consent for such communications, you may choose to revoke your consent.

You authorize TakeMyCar and its service providers, without further notice or warning and in our discretion, to monitor or record telephone conversations you or anyone acting on your behalf has with TakeMyCar or its agents for quality control and training purposes. You acknowledge and understand that your communications with TakeMyCar may be overheard, monitored, or recorded without further notice or warning. If you do not wish to have your call recorded, please contact us instead in writing through help.TakeMyCar.us.

Non-disparagement. The Parties agree that they will not take any action that will harm the reputation of the other Party, or which would reasonably be expected to lead to unwanted or unfavorable publicity to either of the other Party.

Insurance and protection plans. TakeMyCar is not an insurance company and does not insure hosts or guests. Host and guest protection plans made available through the Services are in no way related. To be eligible for the benefits of a protection plan, hosts and guests must comply with these Terms. Protection plans are available through the

Services only in the United States (excluding New York), Please refer to the specific terms for guests and specific terms for hosts sections below for additional information based on the nature of your use of the Services.

Use of the vehicle

When you book a vehicle on the Services, you must use the vehicle only for your personal use and not for any commercial purposes (e.g. driving other passengers for a fee such as through Uber or Lyft or delivering food or other packages) unless you have express written permission from the TakeMyCar Legal Department in advance or as otherwise described [here](#). You may not access a vehicle until the trip start time and you must return the vehicle on time and to the correct location. You must present the host with a current, valid driver's license. You must exercise reasonable care in your use of the vehicle. You are required at all times to operate the vehicle safely, and in compliance with all applicable laws, including without limitation, speed limits and prohibitions on impaired or distracted driving. In the event TakeMyCar has any concern about your use of a vehicle, TakeMyCar may terminate your trip in its discretion at any time and require the return of the vehicle, including recovering the vehicle on behalf of the host. You are required to wear seat belts during the operation of the vehicle and to require that all of your passengers wear seat belts. You are also required to meet any laws or regulations concerning child safety seats and other protections for children. You must not leave the car unlocked or with the keys unsecure (such as in the ignition). You must not engage in any [prohibited uses](#) with any vehicle you book through the Services. The prohibited uses list is not meant to be exhaustive. If you have any concerns about your planned use, please contact help.TakeMyCar.com. If you misuse a vehicle, you will be fully financially responsible for any related claims, loss, or damage, and your protection plan may be voided. **Guests also acknowledge that using a vehicle in a prohibited manner or otherwise breaching the Agreement may lower available liability coverage to legal minimum limits, or nullify coverage, and may furthermore nullify any comprehensive or collision protection and/or protection plan where allowed by applicable law.**

Condition of the vehicle and optional Extras

You understand that third parties own the vehicles and Extras offered through the Services. Each host is responsible for complying with all legal requirements (including ensuring the vehicle is registered and insured) and maintaining their vehicle(s) in safe and roadworthy condition. Please complete a visual inspection before you begin your use of the vehicle. If you find damage in your initial inspection, you should upload photos of such pre-existing damage at the start of your reservation as described [here](#) to ensure you are not held responsible for pre-existing damage. If you find damage on your initial inspection and fail to report it, TakeMyCar, third-party administrators, or insurance partners, may assume that the damage occurred during your reservation period. If, after your initial inspection, you believe that the vehicle is not safe to drive, please do not use the vehicle; instead, please contact the TakeMyCar team immediately at 1-415-965-4525 in the US, +44-8081894113 in the United Kingdom, or 888-391-0460 in Canada.

No responsibility for shared vehicles

You acknowledge that TakeMyCar is not responsible and shall not be liable for the safety, roadworthiness, or legal status (e.g., whether the vehicle is legally registered or the subject of a stolen vehicle report) of any vehicles shared via the Services beyond our policies that require hosts to ensure their vehicles are in safe and operable condition, legally registered to be driven on public roads, not subject to a missing or stolen vehicle report, have a clean title (e.g., non-salvaged/non-branded/non-washed/non-written off), not subject to any applicable safety recalls, and otherwise satisfy our [eligibility requirements](#).

Incident reporting

Where you elected for a protection plan when booking your trip via the Services, you must immediately report any damage to the vehicle you are using to TakeMyCar at help.TakeMyCar.us. If there has been a collision, you must also make a report to the police. You will need to use all reasonable efforts to secure evidence from any available

witnesses and to provide TakeMyCar or third-party claims administrators with a written description of the incident and any other information requested, including identity and insurance information of any parties involved in the incident. You are also required to cooperate in any loss investigation conducted by TakeMyCar, third party claims administrators, or insurers. After an incident, you may not continue to use the vehicle unless you have the explicit permission of TakeMyCar staff. Failure to timely report an incident or cooperate in an investigation may reduce or invalidate any protection plan received via the Services.

Vehicle theft

The following conduct may result in the reporting of the vehicle you have booked as stolen to law enforcement, possibly subjecting you and any other driver to arrest, and civil and/or criminal penalties, and the voiding of your protection plan:

- If you fail to return the vehicle you booked at the time and place agreed upon with the host and/or designated in your reservation
- If you do not return the vehicle by the end of the reservation period and you have not properly obtained an extension of the reservation through the Services as set forth
- If the vehicle is returned to any place other than the return location on the reservation or agreed upon with the host. Any damage to, or loss or theft of, a vehicle occurring prior to the host inspecting the vehicle upon return at the end of the reservation is the guest's responsibility
- If you misrepresent facts to the host pertaining to booking, use, or operation of vehicle
- If the vehicle's interior components are stolen or damaged or the vehicle itself is stolen or damaged when the vehicle is left unlocked or running or unattended with the keys not secured during reservation period
- If you fail or refuse to communicate in good faith with the host, police, TakeMyCar, or other authorities with a full report of any accident or vandalism involving the vehicle or otherwise fail to cooperate in the investigation of any accident or vandalism

- If the vehicle is operated by anyone who has given a fictitious name, false address, or a false or invalid driver's license, whose driver's license becomes invalid during the reservation period, who has obtained the keys without permission of the host, or who misrepresents or withholds facts to/from the host or TakeMyCar material to the booking, use, or operation of vehicle

The primary guest who books the reservation is responsible for any private investigation costs TakeMyCar deems necessary to recover a vehicle that is not returned. In addition, a \$500 case administration fee will be imposed on the primary guest if TakeMyCar and/or the host has to report a vehicle as stolen to law enforcement due to it not being returned.

Repossession. TakeMyCar, a hired agent of TakeMyCar, or the host may repossess any vehicle booked through the Services without demand, at the guest's expense, if the vehicle is not returned by the end of the reservation, is found illegally parked, apparently abandoned, or used in violation of applicable law or these Terms.

Missing Vehicles. If a vehicle you have booked through the Services goes missing and/or is stolen during the reservation period (or extension period), you must immediately return the original ignition key to the host, file a police report immediately after discovering the vehicle is missing or stolen, but in no event more than 24 hours after discovering it has gone missing, and cooperate fully with the host, law enforcement, TakeMyCar, and other authorities in all matters related to the investigation.

Specific terms for hosts

The following sections also apply if you share your vehicle through the Services:

Host commitments

As a host, you commit that you will provide a safe and legally registered and insured vehicle, with current license plates, with a clean (non-salvage/branded/written off) title,

and in good mechanical condition. You will provide such vehicle on time but only to a guest who is listed on the Services as an Approved Driver for the trip. You commit that your listings will be complete and accurate and you will honor all representations made in your listings, including honoring the price quoted to a guest. You will not cancel a booking for the purpose of seeking a higher price from a guest. You will not offer any vehicle or optional Extra that you do not yourself own or have authority to share or that may not be shared for compensation pursuant to the terms and conditions of any agreement with a third party, including, but not limited to, a lease or financing agreement. You will not offer any Extra that is not safe, clean, and acceptable for the use it is intended. You will not offer any vehicle that is the subject of a missing or stolen vehicle report. You will not offer any vehicle that is the subject of a safety recall without first properly addressing the matter subject to the recall. You will not offer a vehicle that is not roadworthy (i.e., not “street legal”) in the location where it is shared and it will not have any illegal modifications to any part of the vehicle. You will remove any firearms or other weapons from your vehicle prior to providing it to a guest. You will repay loans related to your TakeMyCar business on time and in full.

Information given at registration

When you sign up for TakeMyCar, you will identify passenger vehicle(s) that you want to list for sharing through the Services. Each vehicle must meet the requirements found. You may only use the Services in connection with vehicles that you own or otherwise have all the necessary rights and permissions to share for compensation.

Listing only on the Services

In the United States, any vehicle you list on the Services must be exclusively listed on the Services. You cannot list any vehicles you intend to share on the Services on any other car sharing marketplace. Failure to abide by this condition may result in fines, penalties, denial of physical damage claims, removal of the vehicle from the Services, account closure, or other action, in TakeMyCar’s sole discretion. Learn more about this policy. This does not limit Commercial Hosts’ (as defined below) ability to maintain their

own rental car business or prohibit a vehicle from being listed on ride sharing or other delivery services when not on a TakeMyCar reservation.

TakeMyCar photography

TakeMyCar may offer hosts the option of having photographers take photographs of their vehicles and/or hosts with their vehicles ("Images"). You alone are responsible for using the Images in connection with your TakeMyCar listing and you agree that you will cease using the Images if they no longer accurately represent your vehicle. You agree that TakeMyCar is the sole and exclusive owner - or exclusive licensee, as allowed by applicable law - of all right, title, and interest in all copyrights, trademark rights, and any and all other intellectual property rights, including right of publicity, worldwide, in the Images regardless of whether you include them in your listing, and you shall take no action to challenge or object to the validity of such rights or TakeMyCar's ownership or registration thereof. You acknowledge that TakeMyCar may use the Images for advertising, marketing, commercial, and other business purposes in any media or platform, whether in relation to your listing or otherwise, without further notice or compensation. Further, you waive any and all rights to royalties or moral rights you may have in the Images. If you use the TakeMyCar photography program, you agree that you will not use the Images in connection with sharing your vehicle on any platform, website, or application other than TakeMyCar. At TakeMyCar's request, you will execute documents and take such further acts as TakeMyCar may reasonably request to assist TakeMyCar to acquire, perfect, and maintain its intellectual property rights and other legal protection in the Images.

Vehicle availability

Once a trip is booked, you must make the vehicle available or deliver the vehicle as expected by the guest. If you offer the guest the option to pick up your vehicle at a persistent specified location, you must supply the location of the vehicle accurately to TakeMyCar and ensure that the vehicle is available at that location at the beginning of the reservation period. In order to qualify for available protection plans, you must verify that a prospective guest has a current, valid driver's license before you provide the

guest your vehicle, and ensure the driver's license matches the name on the reservation and that the person picking up the vehicle appears to match the photograph on a facially valid driver's license.

Pricing, earnings, and payments

You will have the ability to set and revise the vehicle's pricing as you choose.

TakeMyCar will pay you the amount collected from guests that book your vehicle, less the applicable fees payable to TakeMyCar. A description of fees can be found [here](#). To the extent you owe TakeMyCar or any third party lender (including via Kiva Microfunds or LoanGlide) money for any reason, TakeMyCar also reserves the right to deduct those amounts from your earnings payment, debit your bank account, charge any of your payment methods on file, and/or send you an invoice.

Payment Processing. In some countries, payment processing services are provided by Stripe and subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Services Agreement](#) (collectively, the "Stripe Terms"). In countries where you receive payment proceeds via Stripe, you agree to be bound by the Stripe Terms, which may be modified from time to time. As a condition of TakeMyCar enabling payment processing services through Stripe, you authorize TakeMyCar to obtain all necessary access and perform all necessary activity on your Stripe Connected Account to facilitate sharing of your vehicle. You further agree to provide accurate and complete information about you, and authorize TakeMyCar to share it and transaction information with Stripe for the purposes of facilitating the payment processing services provided by Stripe. TakeMyCar reserves the right to switch payment processing vendors at its discretion.

Airport delivery; personal vehicle sharing regulations

Some airports where you offer delivery may take the position that you must have a permit to use airport premises and remit fees. While TakeMyCar does not believe that rental car permits should apply to peer-to-peer car sharing, not all airport authorities agree with this position. [Learn more about airport delivery here](#).

There is personal vehicle sharing legislation that may apply to you.

Maintenance

You are required to regularly check your vehicle for any defects in its operations or safety. You promise that, at all times, your vehicle will be in safe and roadworthy condition, in good mechanical condition, and in full compliance with all applicable inspection and registration requirements. You will only list vehicles with a clean, non-salvaged, non-written off, non-washed, and non-branded title. You agree to respond to any applicable recall or similar safety notices and to complete any recommended action before allowing your vehicle to be booked. In addition, if TakeMyCar believes that your vehicle does not conform to reasonable standards, TakeMyCar may notify you and reserves the right to remove or decline listing your vehicle until its concerns have been resolved. TakeMyCar may, but does not commit to, undertake efforts to ensure the safety of vehicles booked through the Services. Learn more about our vehicle eligibility requirements.

Reporting vehicle damage

If you did not decline a protection plan made available via the Services, and you believe that a guest has caused any damage to your vehicle, you are required to report that damage as soon as you become aware of it (and in any event, no more than 24 hours after the scheduled end of the trip) and to provide reasonable cooperation in the investigation of the damage so that it can be eligible for coverage. Based on the investigation, TakeMyCar or third-party claims administrators will reasonably determine whether the damage occurred during the reservation period and is eligible for coverage. If it was, and you did not decline a protection plan made available via the Services, you will be reimbursed for the loss as described in the sections below. If TakeMyCar is not given prompt notice as described in this paragraph, or if you do not provide reasonable cooperation in the investigation by TakeMyCar or third-party claims administrators, we may not be able to determine the cause. In that case, you agree that we may decline any reimbursement or coverage for such damage.

Liability insurance

All host protection plans offered on the Services include coverage under a third-party automobile liability insurance policy. In the US, the policy is issued to TakeMyCar by Travelers Excess and Surplus Lines Company and does not provide a defense or indemnification for any claim asserted by TakeMyCar. In the UK, the policy is from Aioi Nissay Dowa Insurance UK Ltd., arranged by Aon UK Ltd. In Canada (excluding any of the territories and the provinces of British Columbia, Manitoba, and Saskatchewan), the policy is from Economical Insurance and in British Columbia the policy is from Insurance Corporation of British Columbia.

Physical damage to your vehicle

Physical damage reimbursement (US). The protection plans available to hosts in the US also address the allocation of financial consequences of physical damage to the vehicle offered by a host during a trip. Physical damage contractual reimbursement from TakeMyCar applies to your vehicle in the event of a collision and to comprehensive events during the trip, and is subject to terms and exclusions. Learn more about US host protection plans.

Actual cash value. If TakeMyCar, or third-party claims administrators, choose to pay you the actual cash value for your vehicle, you will be required to transfer title to the vehicle to TakeMyCar or a third party appointed by TakeMyCar to accept title. The standard for determining the actual cash value will be as determined by TakeMyCar or its third-party claims administrators and in compliance with applicable law.

Exclusions to physical damage reimbursement and coverage. Protection plans selected by hosts on the Services do not apply to:

- Optional extras or personal property, including aftermarket installations (e.g., equipment racks), that are taken from your vehicle or damaged during a trip. Remove all personal property before making your vehicle available for a reservation
- Normal wear and tear to your vehicle

If you violate the Agreement, these Terms, or any of our Policies or if you submit inaccurate information about your vehicle when listing it on the Services (for example, falsely represent the make, model, or year of the vehicle), **any protection plan you selected will be voided**. A protection will be voided under this provision even if the underlying circumstances are not directly related to the damage or harm at issue. You acknowledge that these provisions are material and that they serve to ensure your compliance. In the event your protection plan is voided, the remainder of the Agreement, these Terms, and Policies remain in effect.

Other host-specific insurance matters. You will maintain valid and up to date registration information and proof of insurance in any vehicle you share on the Services. You must maintain your own auto insurance policy for any vehicle you list on the Services and such policy must meet any minimum insurance levels required by law. You agree to provide TakeMyCar with information regarding your auto insurance policy as may be requested and to keep such information up to date. Where not prohibited by law, you hereby appoint TakeMyCar or a wholly owned subsidiary of TakeMyCar as your attorney-in-fact for the purpose of filing insurance claims, receiving insurance payment, otherwise administering an applicable insurance policy, and/or working with law enforcement, guests, or private entities to recover your vehicle, as necessary.

Missing vehicles

If you selected a protection plan via the Services and your vehicle goes missing, is not returned, and/or is stolen during the reservation period (or extension period), you, as the host, must immediately contact a TakeMyCar representative and follow his or her instructions, including cooperating with TakeMyCar, the police, and any other authorities in all related to the investigation of the theft. If you are instructed by TakeMyCar to file a police report, you must do so within 24 hours of receiving those instructions.

Additional provisions applicable in Quebec

Each host in Quebec grants TakeMyCar the right to use and enjoy the vehicle, solely during the sharing period, subject to TakeMyCar's obligations to the host to preserve the

substance of the vehicle pursuant to this Agreement. Each host in Quebec agrees that TakeMyCar's obligation to preserve the substance of his or her vehicle is fulfilled by TakeMyCar obtaining commercial automobile insurance coverage, the terms, limitations, and exclusions of which are set out in the standard form automobile policy applicable in the province of Quebec (Q.P.F. no. 1).

Indemnification of host

If you selected a protection plan via the Services, in the event of any claim for a loss or injury that occurs during the use of your vehicle by a guest (or by TakeMyCar itself), subject to your compliance with these Terms and the Policies, TakeMyCar or its insurers will defend and indemnify you, subject to any exclusions or limitations in the policy or policies of insurance contained with the protection plan, against such claims as required by applicable law. In connection with any indemnified claim, you are required to give TakeMyCar or its insurers prompt written notice of the claim, allow TakeMyCar sole control over the defense of the claim, and provide TakeMyCar reasonable cooperation in its defense of the claim, at TakeMyCar's expense. If TakeMyCar or its insurers reimburses you for a lost or damaged vehicle and you later receive payment for some or all of your vehicle from a third party (e.g. a third party insurance company or restitution), you must reimburse TakeMyCar any monies received from that third party in an amount equivalent to, but not to exceed, the funds provided to you by TakeMyCar.

Additional terms for Commercial Hosts

If you decline a protection plan made available via the Services (such as if you choose to offer your own commercial/rental policy to guests) or where no protection plan is offered via the Services you are a "Commercial Host."

In exchange for keeping more of the trip price for yourself, when you decline a TakeMyCar protection package or where no protection package is offered, you waive, on behalf of yourself and any affiliated individuals (including, but not limited to, employees, employers, associates, contractors, or any other related personnel) or entities (whether they be corporations, partnerships, sole proprietorships, limited liability

companies, or otherwise) (collectively, “Affiliates”) any protection plan normally offered via the Services, to you or any Affiliates, your vehicles, and any guests or approved drivers of all of the vehicles you list on TakeMyCar.

When you choose to provide your own commercial rental insurance in the United States, the United Kingdom, or Canada, or where no protection or insurance is offered via the Services in your region, you, as the host, or an authorized representative acting on behalf of the host, shall be exclusively responsible for providing commercial rental insurance coverage for any reservation of your vehicles through TakeMyCar. You shall carry no less than the minimum applicable liability and/or physical damage automobile insurance for your vehicle, your guest, and his/her authorized drivers. When you select to decline a protection plan or where none is offered in your region, you represent and warrant that (1) you are a licensed commercial rental car company or are authorized to act on behalf of and bind a commercial rental car company in connection with listing vehicles on TakeMyCar, or (2) you are an individual or company, or are authorized to act on behalf of, and bind a company, that can offer commercial rental car insurance to guests.

You further acknowledge and agree that you shall receive no protection or coverage from TakeMyCar or any affiliates, whether that be financial responsibility for physical damage, third-party liability protection, uninsured or underinsured motorist coverage, PIP or any similar coverage or indemnification, roadside assistance, or trust and safety support as part of a booking of your vehicle when you have chosen to provide your own commercial rental insurance. **You shall add TakeMyCar as an additional insured on all applicable automobile and excess liability policies.** These provisions replace and supersede any representation made by TakeMyCar, or those acting on behalf of TakeMyCar, including but not limited to statements made on the Services, these Terms, Help Center, Policies, emails, and/or marketing materials, concerning protection plans, insurance, and roadside assistance otherwise offered to host and guests when the hosts do not decline protection via the Services.

TakeMyCar reserves the right to, but does not commit to, satisfy itself that you are, or are acting on behalf of, a licensed commercial rental car company and have the ability

to offer commercial auto rental insurance to renters/drivers of your vehicles when you choose to decline protection. If TakeMyCar has any concerns in this regard, you agree that TakeMyCar can automatically, and in its sole discretion, default all of your vehicles to a protection plan of our choice, along with its associated fees (if offered in your region), remove your listings, or suspend your TakeMyCar Account.

If you lose the ability to offer commercial rental insurance to your guests (for example, your policy has been canceled or nonrenewed), you must immediately change the status of your vehicle. If the change is temporary, you can snooze your vehicle(s). If you need to permanently change the protection plan for your vehicle(s) back to a protection plan made available via the Services, contact us at help.TakeMyCar.us. Never let a guest pick up a vehicle or continue to use a vehicle without providing them insurance coverage.

You must disclose on your listing page any applicable additional fees, costs, and/or taxes you assess in addition to other requirements you may impose (such as a security deposit or if you do not accept debit cards, for example). You must never surprise guests with hidden costs or requirements at pick-up. TakeMyCar reserves the right, in its sole discretion, to default your vehicles to a protection plan of our choice, remove your listings, or suspend your TakeMyCar Account for failure to be transparent with guests about fees, costs, and requirements in your vehicle listing page.

You acknowledge that the actual damages likely to result from your breach of this section are difficult to estimate accurately and would be difficult for TakeMyCar to prove with certainty. You will pay TakeMyCar USD\$5,500 per breach in liquidated damages to compensate TakeMyCar for any such conduct. This amount is not intended as a punishment for any such breach, but rather as a reasonable estimate where actual damages are difficult to estimate accurately and/or prove with certainty.

You shall defend, indemnify, and hold TakeMyCar, its subsidiaries, affiliates, employees, officers, directors, and agents, and any of your guests or their authorized drivers, harmless from and against any and all claims, demands, suits,

judgments, costs, expenses, liabilities, attorneys fees, damages, consequential damages, punitive damages, property damage, personal injury, theft or otherwise, without limitation, related to or arising out of any reservation or use of any vehicles, including without limitation, any vehicle damage, personal injury or property damage where you have declined a protection plan made available via the Services or one is not available in your region.