

PoolUp Terms of Service

Thank you for choosing PoolUp to help you find a carpool ride! We value and appreciate your patronage. However, that patronage-and the patronage of any and all PoolUp products, services, mobile websites, and mobile applications ("Service" or "Services", further defined in Section 1 below) owned or operated by PoolUp, LLC ("PoolUp", "we", "us", "our")- is subject to the rules of our Terms of Service ("Terms" or "Agreement").

The following Terms represent a binding contract. Make sure to carefully review them before using the Services provided by PoolUp. Your access to our Services is governed by these Terms. This is a binding agreement. By using the Internet site located at www.poolup.co (the "Site") or any Services, you agree to abide by these Terms of Service, as they may be amended by PoolUp from time to time in its sole discretion. If you are a lawyer, financial advisor, or any other party accessing the Services on behalf of a client, customer, or other entity, you agree you have the authority to agree to these Terms on the behalf of that client, customer, or other entity.

PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW IN SECTION 20 CAREFULLY. THIS ARBITRATION AGREEMENT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH POOLUP ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

While we may notify you of changes to these Terms of Service, it is your responsibility to read any notices we send, and to review these Terms of Service periodically, as written here, and if at any time you find these Terms of Service unacceptable, you must immediately leave the Site and cease all use of the Service and the Site.

1. PoolUp's Services

Summary of the Following: PoolUp is a digital marketplace connecting students looking for a carpool to get them where they want to go. PoolUp is not a rideshare or taxi company and does not itself offer rides or employ drivers.

- A. **Services.** PoolUp's services are comprised of a website, and other related services (the "Services") designed to enable users looking for a ride ("Riders"), to easily connect with users offering seats in their personal vehicles ("Drivers") in order to carpool from one location to another (a "Ride."). The Services are, unless otherwise agreed to in writing, provided exclusively for your personal, non-commercial use.
- B. **Riders.** Anybody who creates an Account (as further discussed in Section 3) is considered a Rider for purposes of the Services.
- C. **Drivers.** Drivers are Users who choose to create a Driver Account using the Services as discussed further in Section 3. Drivers are Users who can use the Services to offer seats in their personal vehicles in order to recoup some of the costs of a given trip through a one-time payment from a Rider or Riders.

- D. **Acknowledgments.** YOU HEREBY ACKNOWLEDGE THAT YOUR ABILITY TO OBTAIN TRANSPORTATION SERVICES THROUGH THE USE OF THE SERVICES DOES NOT ESTABLISH POOLUP AS A PROVIDER OF SUCH SERVICES. YOU HEREBY ACKNOWLEDGE THAT POOLUP IS EXCLUSIVELY PROVIDING A MARKETPLACE TO CONNECT USERS WITH CARPOOLS.

2. Eligibility

Summary of the Following: You must be at least 18 years-old and not be located in the European Union to use these Services. You may not use any Services where these Terms are in violation of any local law. We can change eligibility rules at any time, for any reason.

- A. **Geographic Requirement.** PoolUp is a California based company, and services California university campuses. You are not eligible to use the Services if you are located in the European Union or otherwise subject to the protections of the European Union's General Data Protection Regulation. If you are a resident of the European Union, you agree you will not access the Services from within the European Union.
- B. **Age Requirement.** You agree that by using the Service you represent that you are at least 18 years old and that you are legally able to enter into this agreement. If you are under 18 or otherwise legally unable to enter into this agreement, you may not use the Services of PoolUp.
- C. **Eligibility Subject to Change.** We may change these eligibility criteria at any time. We may also refuse to offer the Services to anyone for any or no reason.
- D. **Compliance with Local Laws.** It is your responsibility to ensure that your use of our service under these Terms complies with all applicable laws, rules and regulations (collectively "Laws"). If at any time your use of all or any part of the Services conflicts with any Laws, your right to use the Services is revoked.
- E. **University Email Address Required.** In order to be eligible to use the Services, you must have access to a California university email address and said email address must be active and in your name. Some California universities reuse email addresses when students graduate, and it is your responsibility to take measures to secure or delete your PoolUp Account if your email is going to be reused. PoolUp is not liable if you fail to take appropriate measures regarding your university email account.

3. Registering an Account and Account Responsibilities

Summary of the Following: You are responsible for any account you sign up for through our Services. You are responsible for keeping contact data associated with that account up to date. You are required to immediately alert us to any actual or suspected misuse of your accounts. Users may create a Driver account by providing some additional information, but becoming a Driver carries some

additional obligations beyond the obligations of creating a Rider account.

- A. **Accounts.** PoolUp provides resources and includes assets which are freely available to the public as well as those which require you to sign up for Services by registering for an account ("Account"). When you are required to open an account to use or access the Site or Service, you must complete the registration process by providing the complete and accurate information requested on the registration form. You will also be asked to provide information including an email address, full name, and password. You are responsible for keeping the email address and other information associated with your Account accurate and up to date.
- B. **Improper Use of Accounts.** You agree not to (1) intentionally impersonate another person by using their name and/or email address or (2) use a name and/or email address for which you do not have the proper authorization. If you make an account on behalf of another person, you must first have proper authorization from that person.
- C. **Securing Passwords.** You are entirely responsible for maintaining the confidentiality of your password. Never publish, distribute or post your Account login information. You are responsible for any activity that occurs on your Account.
- D. **Decisions Regarding Account Use.** You are responsible for any decision to use the Services, either by yourself or with another user, so long as you share ownership of or have authorization to use the data contained in your Account.
- E. **Other People's Accounts.** You may not use another person's Account or registration information for the Services without permission from the owner of that Account.
- F. **Notifying PoolUp of Security Breach.** You agree to notify us immediately on any unauthorized use of your account, user name, or password, other security breach, or change in your eligibility to use the Services. PoolUp shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge. You may be held liable for any losses incurred by PoolUp, our affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your account or password.
- G. **Deleting Your Account.** You may delete your Account at any time by emailing help@poolup.co or through deletion methods provided by the Services. Some of these Terms of Service will still apply after deleting your account and/or cancelling your relationship with PoolUp. For more information see Section 30.
- H. **Creating a Driver Account.** In order for a User to become a Driver and be able to post Rides for Riders to see they must create a Driver Account. This is done by registering as a Driver through the Services. In order to register, you must provide accurate information regarding the make, model, and license plate number of the car you intend to use in any Rides you offer. In order to complete

the creation of a Driver Account, you are also required to set up a Stripe account for payment purposes, and complete Stripe's onboarding process. Once this Stripe account is finalized, you will be notified by the Services that your Driver Account is complete and will be able to offer Rides using the Services. You are responsible for ensuring all of the above information is up to date and accurate.

4. Changes to Your Information

Summary of the Following: You are responsible for quickly updating any and all information you provide to PoolUp, along with the accuracy of that information.

- A. **Agreement to Update Contact Information.** You agree to keep your profile information up to date, including but not limited to your name and email address and billing information. We are not responsible for any Services issues arising from your failure to keep your account information current, such as payment processing errors or fees.
- B. **Updating Your Profile Information.** You may change your profile information using the Services of the PoolUp Site. You are responsible for making changes to ensure any information provided to PoolUp is up to date and accurate.

5. Your Information

Summary of the Following: Your information shall be stored in accordance with our privacy policy. In case of a data breach, you will be notified in accordance with our privacy policy.

PoolUp respects your privacy and your personal information. You may review our Privacy Policy here [<put link>](#). We comply with all California privacy law requirements. By using the Services, you agree you have read and understand our Privacy Policy.

6. The Proprietary Rights of PoolUp

Summary of the Following: PoolUp, or our suppliers or licensors, own the various content which appears in our Services. You shall not violate the ownership and intellectual property rights in this content.

- A. **Proprietary Content.** All information and data, including but not limited to visual and/or audio content, written posts and comments, software, or scripts generated, provided or otherwise made accessible on or through the Services (collectively, "Content") are either the property of PoolUp or our suppliers or licensors. The Content is protected by copyrights, patents, trademarks, service marks, trade secrets, and/or other rights and laws. You agree to maintain all copyright notices, information and restrictions contained in any Content that you access through the Services.
- B. **Licensed Exclusively for Use of Services.** While you follow these Terms, we grant you a worldwide, revocable, non-exclusive, non-transferable and non-

sublicensable license to use (i.e., to download and display on your local device) Content for the sole purposes of using PoolUp Services.

- C. **Prior Written Permission Required.** You agree not to use, reproduce, modify, distribute or store any Content for purposes other than using PoolUp Services without our prior written permission.
- D. **No Commercial Use.** You agree not to sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right.
- E. **Removing and Modifying Content.** We retain the right to, (1) remove, edit or modify any Content in our sole discretion at any time, without notice to you and for any reason (for instance, if we think you may have violated these Terms) or for no reason at all or (2) to remove or block any Content from the Services.
- F. **No Unauthorized Use.** PoolUp neither grants, nor implies, nor gives consent in any way to make unauthorized use of any intellectual property or other property of PoolUp, our suppliers, or our licensors.

7. Permissible Use

Summary of the Following: You may not use PoolUp for illegal purposes, as a job, or for purposes in violation of these Terms of Service. You will not attempt to breach or violate any security measure of PoolUp.

- A. **Lawful and Compliant Use.** As a condition of using the Services, you agree to use the Services only for lawful purposes and to comply with these Terms and all applicable laws. PoolUp intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Service or of any applicable laws. In particular, as a Driver, you acknowledge and confirm that you meet all legal requirements necessary to drive in California and/or in any location you offer a Ride to, from, or through.
- B. **Limited to Carpooling.** You agree you are using the Services to coordinate carpooling for the purpose of defraying costs, reducing emissions, and/or other not for profit activities. You agree you will not use the Services to facilitate your trade, business, or occupation.
- C. **Privacy of Other Users.** You also agree to respect the privacy and all personally identifiable information not displayed publicly ("Secure Information") of other users of the Services.
- D. **Compliance With Intellectual Property Laws.** When accessing the Site or using the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any Content in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright, trademark, patent, and trade secret ownership and use of intellectual property, and you shall

be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any Content you provide or transmit, or that is provided or transmitted using your Account.

- E. **Illicit Use of PoolUp.** You agree not to, and shall not allow anyone else to distribute any Content through any PoolUp Service by uploading, downloading, displaying, posting, performing, transmitting, and/or submitting said Content, or otherwise take any action to distribute said Content through any PoolUp Service which:
- a. includes anyone else's identification documents, sensitive financial information, or other Secure Information;
 - b. you know to be false, misleading, or inaccurate, including any misrepresentation regarding PoolUp, yourself, other users, and/or your status as a Rider or Driver;
 - c. intimidates, impersonates, or harasses any person or entity, including any of our representatives, employees, and users;
 - d. constitutes unauthorized or unsolicited advertising, or otherwise solicits funds or is a solicitation for goods or services, or is junk or bulk e-mail, regardless of whether similar communications are prohibited by local law or not; or
 - e. is unlawful, threatening, defamatory, abusive, harassing, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, offensive, profane, obscene, vulgar, pornographic, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by PoolUp in their sole discretion, or;
 - f. advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation.
- F. **Violating PoolUp's Security.** You are prohibited from violating or attempting to violate any security features of the Site or Service, including, without limitation,
- a. accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access;
 - b. attempting to probe, scan, or test the vulnerability of the Service, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization;
 - c. interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site or Service, overloading, "flooding," "spamming," "mail bombing," or "crashing;"
 - d. using the Site or Service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services;

- e. forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service; or
- f. attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Company in providing the Site or Service. Any violation of system or network security may subject you to civil and/or criminal liability.
- g. acting in contravention to any local laws regarding the violation of security of computer systems.

8. PoolUp's Relationship With Drivers.

Summary of the Following: PoolUp does not employ drivers, and is only for finding carpools. Only students are allowed to make PoolUp accounts, and you can't use PoolUp as a job replacement.

PoolUp does not employ Drivers, and does not retain Drivers as independent contractors. The Services are not intended to replace a User's primary income. The Services are meant purely to facilitate carpooling, reduce driving emissions, and defray the costs of driving for Users of the Services. PoolUp:

- A. Does not exercise control over Drivers. PoolUp provides a platform connecting Drivers and Riders, and processes payments by Riders to Drivers, but does not exercise control over the route Drivers take, what Drivers charge, or the schedule of the Rides. PoolUp does not vet Drivers or require background checks, although PoolUp reserves the right to offer optional profile badges based on optional, User submitted background checks, reviews, or other such verification.
- B. Does not provide taxi or driving services. PoolUp operates the Services, which consist of a website connecting Drivers and Riders. PoolUp does not have its own drivers.
- C. Does not care or review what occupation or trade Drivers normally engage in. Users (both Riders and Drivers) must be students at a California University campus. If PoolUp knows or has reason to know a Driver is using the Services as a regular source of income, instead of defraying the costs of their own trips, PoolUp will investigate and/or immediately terminate that Driver's account.

9. Your Safety. PoolUp seeks to foster a community of respect and safety amongst its users. However, you are ultimately responsible for ensuring your safety in your interaction with other Users. You agree to use caution in all interactions with other users, particularly if you decide to communicate off the Services or meet in person. You understand sharing any financial information or making payments to another individual outside of the payment methods expressly offered through the Services is done at your own risk and against the recommendations of PoolUp.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT POOLUP DOES NOT ROUTINELY CONDUCT OR REQUIRE BACKGROUND CHECKS, ALTHOUGH IT RESERVES THE RIGHT TO

DO SO, ON ITS USERS. YOU ALSO UNDERSTAND THAT POOLUP DOES NOT OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. POOLUP MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS. BY USING THE SERVICES YOU AGREE THAT POOLUP MAY, AT ITS OWN DISCRETION, SEEK PUBLICALLY AVAILABLE BACKGROUND CHECK INFORMATION ON YOU.

10. You Consent to Receive Electronic Communications

Summary of the Following: We will send you a number of types of communications. By using PoolUp Services you acknowledge and consent to this. Anything we send you will be deemed received after 5 business days.

- A. **Notifications.** PoolUp may send you notifications, notices, or links, via your email, phone, text messages, messages to your account, or via your mobile device. By using the Services, you agree to receive these notifications. The types of notifications you may receive include changes to these Terms, invoices or records of payment, marketing communications, and any number of other communications related to our Services. Any notification is considered "in writing," regardless of whether it is in a paper format, a digital format, or some other format.
- B. **Notification Procedures.** Anything sent to you is considered received 5 business days after it is sent to you via any of the methods described in Subsection A of this Section. An electronic notification is sent at the time it is directed by PoolUp to your email address or other means of receiving electronic notifications. You agree these are reasonable procedures for sending and receiving electronic notifications.
- C. **Paper Notifications.** We reserve the right, but are under no obligation, to send notifications in a paper format.
- D. **Withdrawing Consent to Notifications.** If you have opened an Account but you wish to withdraw your consent to have notifications sent electronically, beyond what opt-out options are provided by the Services, you must delete your account as described in Section 30 of this Agreement, and email us at help@poolup.co.

11. Links to Third Party Sites

Summary of the Following: We have no control over outside websites or third party services. We aren't liable for problems with such a website or service. Remember, another website will have its own terms regarding how you can use it.

- A. **Links to Outside Sites.** You will likely find links to third party websites, services or resources as you use PoolUp Services. PoolUp has no control over, and no liability for any third-party websites or materials. PoolUp works with a number of partners and affiliates whose internet sites may be linked with the Site. Because neither PoolUp nor the Site has control over the content and performance of these partner and affiliate sites, PoolUp makes no guarantees about the

accuracy, currency, content, or quality of the information provided by such sites, and PoolUp assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Similarly, from time to time in connection with your use of the Site, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that PoolUp makes no guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this third-party content, and that, unless expressly provided otherwise, such as with another site's own Terms and Conditions, these Terms of Service shall govern your use of any and all third-party content.

- B. **No Endorsement.** The inclusion of a link to any other site on any PoolUp Service does not mean or imply that we endorse or are associated with that site or its operator.

12. Driver-Rider Agreements.

Summary of the Following: Drivers may offer Rides through the services from one point to another at a price per seat set by the Driver posting the Ride. If you post a Ride you agree to receive messages and requests about that Ride. Riders can search up Rides and ask for a seat in a given Ride using the Services. If you ask for a seat, you agree to pay the amount asked for the Ride if the Driver accepts your request. A Driver may accept or deny any Rider Ride request. If a Driver accepts a Rider's request it creates a contract between the Rider and Driver as discussed below. This contract can be terminated via cancellation by either the Rider or Driver subject to the refund terms of Section 13.

- A. **Offering a Ride as a Driver.** In order for a Driver to offer a Ride, they must post this Ride through the Services. In order to do this, the Driver must provide the start and end location of the Ride, the date of the Ride, the number of available seats in the Driver's personal vehicle for this Ride, the time Riders for this Ride will be picked up, and the amount charged per seat to a Rider seeking to join the Driver's posted Ride. By posting a Ride, the Driver agrees to receive messages and requests to join the Ride from Riders using the Services.
- B. **Requesting a Ride as a Rider.** Riders may see posted Rides through the Services. A Rider may request a seat on any of these Rides if they wish to be picked up as part of said Ride. By sending a request to join a Ride, Rider is agreeing that they will pay the listed price for that Ride if the Driver confirms their Ride request as discussed below.
- C. **Confirming or Denying a Ride as a Driver.** Once a Rider sends a Ride request to a Driver, the Driver will have the option to accept or deny that Ride request. Once a Driver accepts a Ride request, that acceptance forms a contractual agreement between Rider and Driver. PoolUp is not responsible for enforcement or fulfillment of that contractual relationship, beyond temporarily holding funds according to Section 13 of this Agreement.
- D. **Obligations after a Ride is Confirmed.** The details of the contractual agreement created between Rider and Driver after the Driver accepts the Rider's request to join their posted Ride will vary from Ride to Ride. However, this

contractual agreement will always require Rider to pay the Driver the posted price of the Ride in exchange for being picked up and driven to the end location of the Ride, subject to the terms of cancellation discussed below.

- E. **Cancellation of Confirmed Rides by Either a Rider or a Driver.** The Services offer the option to cancel Rides. Either action will terminate the contractual agreement between a Driver and their Rider(s). Refunds will be processed according to Section 13.

13. Payments and Billing- Premium Services

Summary of the Following: You have to pay for rides. PoolUp uses Stripe to process payments, and you need to keep your payment information current. During this testing phase, PoolUp will waive all transaction fees, but plans to charge transaction fees in the future. You have 4 hours from a Driver accepting your ride request to get a full refund, and after that you can get a 50% refund until your ride starts. If your ride gets cancelled on you, you'll get a full refund.

A. **Premium Services.** PoolUp offers Services which require payments now and/or in the future ("Premium Services"). These services include, but are not limited to, providing a marketplace to coordinate Rides.

B. **Billing.** FOR OUR BETA AND TESTING PHASES POOLUP WILL BE WAIVING ALL TRANSACTIONAL FEES IT WOULD NORMALLY CHARGE. DRIVERS WILL RECEIVE 100% (ONE HUNDRED PERCENT) OF RIDER PAYMENTS DURING THIS PERIOD. DURING THIS PERIOD, POOLUP WILL BE PAYING ANY FEES ASSOCIATED WITH TRANSACTIONS MADE USING STRIPE. PoolUp uses the third-party service Stripe to charge any costs or fees associated with your use of any Premium Services plus applicable tax to the credit card or other payment method you have provided. Riders will be charged for Rides immediately upon a Driver accepting their Ride request. Any refunds are handled as described in Subsection D of this Section. Through the act of signing up for or purchasing any Premium Services, you acknowledge the fees associated with your Ride will be temporarily held by PoolUp until 24 hours after the Ride is scheduled to start, at which point the funds will be transmitted to the Driver minus the amount of PoolUp's percentage-based transactional fee. BY USING ANY POOLUP SERVICE YOU HEREBY AGREE TO BEING CHARGED FOR THOSE SERVICES, AND ANY FEES ASSOCIATED WITH ANY PREMIUM SERVICE YOU PURCHASE, VIA THE PAYMENT METHOD YOU HAVE PROVIDED. YOU WILL BE CHARGED AUTOMATICALLY BY US WITHOUT FURTHER AUTHORIZATION FROM YOU. YOU WILL NOT RECEIVE ANY SERVICES THAT ARE NOT PAID FOR.

C. **Current Payment Information Required.** You agree to provide and update Stripe with your most current and complete payment information. When your credit card expires, or a payment is rejected for any other reason, we have the option of attempting to contact you to update your payment information on Stripe. If we choose to do so, we will do this via the primary email address associated with your Account, or through the Services. You agree to promptly notify Stripe if your credit card is canceled (e.g., for damage, loss, or theft). You further agree to notify Stripe if you become aware of a potential breach of security regarding your credit card. If

any fee is not paid in a timely manner, we reserve the right to suspend or terminate your access to any and all Premium Services.

D. Refund Policy. After a Driver has accepted the Ride request of a Rider, that Rider will be notified via the Services that their Ride request has been accepted. Where a Rider cancels their Ride using the cancellation options provided within the Services, within 4 (four) hours of that acceptance notification they will receive a full refund. Where a Rider cancels their Ride, using the cancellation options provided through the Services, more than 4 (four) hours after that notification they will receive a refund of 50% (fifty percent) of the amount charged for the Ride. The other 50% (fifty percent) of the amount charged for the Ride will go to the Driver for that Ride. If a Driver cancels a ride after accepting a Riders request to join that Ride, all Riders who had their Ride requests accepted will receive a full refund. All other refund requests will be handled on a case by case basis in the sole discretion of PoolUp. For any additional refund requests contact PoolUp at help@poolup.co. Refunds generally take 5-7 (five to seven) days to process, depending on the bank. Once initiated, a refund cannot be cancelled. At the end of the testing period, PoolUp will begin deducting a percentage based transaction fee on Rider refunds for refunds later than 4 (four) hours.

E. Applicable Fees. PoolUp reserves the right to change the fees and charges in effect, or add new fees and charges. However, we will notify you of any such changes in advance through the primary email address associated with your Account. It is your responsibility to keep your contact information and payment information current and updated.

F. Third Party Payment Providers. We use Stripe, which is a third party company, to process our billing and your payments for Premium Services. Their Terms and Services also apply, and we encourage you to read them on their site at <https://stripe.com/>.

14. Profiles. All Users may create a Profile through the Services which can feature content including: a picture of yourself, a brief biography and description of yourself, and tags describing your Ride preferences. If you create a Driver account, your Profile may also feature text reviews left by Riders who have ridden with you on Rides you have posted, a numerical rating based on an average of the reviews you have received, and the number of Rides you have completed and/or cancelled using the Services. You agree and attest that all information posted by you to your profile is true and accurate. You further agree that if you post a picture to your profile that picture is a true and accurate representation of your appearance. You also agree that other Users may view the information and images contained in your profile from time to time as part of their use of the Services. If there are any changes to the information you post to your profile, it is your responsibility to update your information. PoolUp is not responsible for the accuracy of information posted to a profile.

15. Reviews. Users may be given the option to post a review after a Ride is completed in which the User was involved. You agree that all reviews you post will follow the

content guidelines rules of these Terms of Service. You further agree that any information included in a posted review is true and accurate to the best of your knowledge. You understand and agree that reviews you post, or are posted about you, may become publicly accessible. PoolUp is not responsible for the accuracy or content of information posted in a review. If a User wishes to report a review for a violation of these Terms of Service they may do so by contacting PoolUp at help@poolup.co. PoolUp may respond to reported reviews using reasonable methods. If PoolUp determines that a User has posted a review which violates these Terms of Service, PoolUp may, in PoolUp's sole discretion, take actions, including but not limited to, removing the review, warnings to the posting User or terminating the posting User's access to the Services.

16. Reporting Abusive or Non-Permissible Messages. If you receive a message through the Services from another User that you believe to violate these Terms of Service (eg. harassing, intimidating, impersonating another person, etc) you may contact us regarding the matter at help@poolup.co. We may make reasonable efforts to investigate any such claims and will take, in our own sole discretion, appropriate action. Such action can include, but is not limited to, warnings to the messaging User or termination of access to the Services for said User.

17. Warranty Disclaimer

Summary of the Following: We strive to provide the best possible security safeguards for your information. However, it is impossible for anything on the internet to be completely secure. We are not liable for following any instruction regarding a release of information that appears valid on its face. PoolUp Services are provided as is, with no warranty as to function, content, security, etc. See below for a full explanation of what "as is" entails.

- A. **No Special Relationship or Fiduciary Duty.** PoolUp has absolutely no special relationship or fiduciary duty to you. By using PoolUp Services, you release us from any and all liability for any release of your information pursuant to our terms. This includes, but is not limited to, releasing information, pursuant to our (1) receipt from you, or what appears to be you, of any instructions or permissions authorizing such release to any other person, including without limitation any party you have granted access to or (2) compliance with any Laws.
- B. **Security Measures.** PoolUp makes use of security measures which either meet or exceed industry standards. These include, but are not limited to, administrative, physical, and technical safeguards (passwords, encryption, etc.) to protect the security and confidentiality of your Account as well as your personal and financial information.
- C. **Network/Internet Access and Devices.** You are solely responsible for obtaining the data network access necessary to use the Services, whether via a mobile device or other means. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are

responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services, related software, and any updates thereto. PoolUp does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications. These include, but are not limited to, loss of service due to lack of network access or non-compatible hardware.

- D. **Services Provided As Is - NO WARRANTY.** Even with these strong security measures, there can be no absolute guarantee of security. POOLUP HEREBY DISCLAIMS ALL WARRANTIES. POOLUP IS MAKING THE SITE AVAILABLE "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, POOLUP EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. FOR INSTANCE, WE DO NOT WARRANT THAT: (1) THE SERVICES WILL BE TIMELY, SECURE, FREE FROM HACKING OR OTHER SECURITY INTRUSION, UNINTERRUPTED, ERROR FREE, OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (2) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (3) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (4) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. POOLUP DOES NOT WARRANT THAT THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SERVICES.
- E. **No Liability.** OTHER THAN AS REQUIRED UNDER APPLICABLE CONSUMER PROTECTION LAW, POOLUP WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON OUR SITE OR A THIRD-PARTY SITE, OR BY YOUR RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED THROUGH A THIRD-PARTY SITE. YOU ARE SOLELY RESPONSIBLE FOR EVALUATING THE COMPLETENESS, ACCURACY OR USEFULNESS OF CONTENT AVAILABLE THROUGH THE SITE OR OBTAINED THROUGH A THIRD-PARTY SITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC CONTENT, OR ANY OF YOUR LEGAL OBLIGATIONS WHICH MIGHT ARISE IN CONNECTION TO THE SERVICES. NO CONTENT OBTAINED BY YOU THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

18. Indemnification

Summary of the Following: You will pay us back for any loss we suffer associated with your Account and resulting from the use or misuse of PoolUp Services, a violation of the Terms of this agreement, or the infringement of the rights of a third party.

- A. **Indemnification.** You agree to indemnify PoolUp for certain acts and omissions of yours. You agree to indemnify, defend, and hold harmless PoolUp, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Site, your violation of these Terms of Service, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. PoolUp will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.
- B. **Right to Assume Exclusive Defense.** We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to assist and cooperate with us in asserting any available defenses.

19. Limitation of Liability

Summary of the Following: In order to keep our business up and running and offering the quality services we provide, the legal liability of PoolUp is limited.

- A. **Limitations on Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL POOLUP, OUR AFFILIATES, NOR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE TO YOU OR TO THOSE YOU PROVIDE ACCESS TO YOUR ACCOUNT, HEIRS, SUCCESSORS OR YOUR ESTATE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY POOLUP. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION.
- B. **Specific Situations Where Liability Limited.** Below is an illustrative list of situations where our liability is limited. PLEASE REVIEW THIS LIST. WE ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COMPENSATORY, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO, BUT NOT LIMITED TO:
 - a. THE USE OR THE INABILITY TO USE THE SERVICES, CONTENT, MATERIALS AND FUNCTIONS OF POOLUP,

- b. UNAUTHORIZED ACCESS TO YOUR INFORMATION, DATA, TRANSMISSIONS, CONTENT OR OTHER INFORMATION,
- c. LOSS, CORRUPTION OR ALTERATION OF YOUR INFORMATION, DATA, TRANSMISSIONS, CONTENT OR OTHER INFORMATION,
- d. ANY BUGS, VIRUSES, TROJAN HORSES, OR SIMILAR SOFTWARE, REGARDLESS OF THE SOURCE OF ORIGIN
- e. STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR USING OUR SERVICES,
- f. POOLUP'S ACTIONS OR OMISSIONS IN RELIANCE UPON YOUR ACCOUNT OR CREDIT CARD INFORMATION AND ANY RELATED CHANGES OR NOTICES,
- g. YOUR FAILURE TO MAINTAIN CONFIDENTIALITY OF YOUR INFORMATION OR ANY PASSWORDS OR ACCESS RIGHTS TO YOUR ACCOUNT,
- h. THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING OR INTEGRATING THE SERVICES OR
- i. ANY OTHER MATTER RELATING TO THE SERVICES, INCLUDING TANGIBLE AND INTANGIBLE LOSSES, EVEN IF POOLUP OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. Liability Limited in Amount. IF ANY LIABILITY DOES EXIST UNDER LOCAL LAW, POOLUP'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO (1) US\$500.00 (FIVE HUNDRED UNITED STATES DOLLARS) OR (2) THE AGGREGATE AMOUNT PAID FOR POOLUP SERVICES IN THE PAST THREE MONTHS--WHICHEVER IS LESS.

20. Arbitration, Applicable Law, Choice of Venue, Jurisdiction, and Fee-Shifting.

Summary of the Following: We highly advise you to read the following in its entirety, it relates to your rights to bring action against us. Any claim arising out of a PoolUp Service goes to arbitration. The Terms of this agreement are governed by California and US law. Any dispute relating to or arising from these Terms that is not arbitrated will be governed by the exclusive jurisdiction of the courts of Santa Barbara County, California. In the event there are any legal fees generated in the event of litigation or arbitration arising out of a PoolUp Service, the prevailing party may recover reasonable attorney's fees and costs from the other party.

- A. Arbitration.** Any controversy or claim arising under, out of, or in relation to these Terms or the use of the PoolUp Service, or any breach or asserted breach thereof, shall be settled by arbitration in Santa Barbara County, California, subject to the conditions and exclusions of this Section 20, before a single

arbitrator pursuant to the rules of the American Arbitration Association. Any award rendered shall be final and conclusive upon the parties and judgement then may be entered in any court of the forum, State or Federal, having jurisdiction.

- B. **Individual Arbitration and Acknowledgments.** You hereby acknowledge and agree that you and PoolUp are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and PoolUp otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and PoolUp will still each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.
- C. **Applicable Law.** These Terms of Service shall be construed in accordance with and governed by the laws of the United States and the State of California, without reference to their rules regarding conflicts of law.
- D. **Exclusions.** You hereby acknowledge the following exclusions to Subsections A and B of this Section 20.
 - a. You and PoolUp both retain the right to bring an individual action in small claims court
 - b. You and PoolUp both retain the right to seek equitable relief in a court, chosen in compliance with Subsection E, solely to prevent the actual or threatened infringement, misappropriation or violation of a party's intellectual property rights, including but not limited to copyrights, trademarks, trade secrets, and patents.
- E. **Jurisdiction and Choice of Venue.** You acknowledge that all claims or controversy shall be settled by arbitration according to Subsection A of this Section 20 . However, you additionally hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in Santa Barbara County, California, in all disputes arising out of or related to the use of the Site or Service, that, for any reason, are not arbitrated.
- F. **Fee-Shifting.** In the event there are any legal fees generated in the event of litigation or arbitration arising out of a PoolUp Service, the prevailing party may recover reasonable attorney's fees and costs from the other party.

21. Remedies of Users.

- A. **Remedy Available.** The sole and exclusive remedy for any failure or non-performance of any PoolUp Service, and/or anything supplied in connection with

a Service, shall be for PoolUp to use commercially reasonable efforts to effectuate an adjustment or repair of the applicable Service.

- B. Time Limit on Actions Against PoolUp.** BY USING THESE SERVICES, YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO (1) USE OF THE SITES OR SERVICES OR (2) THESE TERMS OF SERVICE MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

22. Modifying the Terms and the Service.

Summary of the Following: PoolUp reserves the right to change these Terms at any time. Where you keep using our Services after a change in Terms, you are considered to have accepted the changes to the Terms.

- A. Modifying Terms.** PoolUp reserves the right to - at any time and for any reason or without reason - revise these Terms of Service. It is your responsibility to review the Terms of Service for changes with some regularity. Your continued use of the Services following notification of any changes to these Terms constitutes acceptance of those changes.
- B. Modifying the Service.** PoolUp reserves the right to - at any time and for any reason or without reason - change, suspend or discontinue the Services. Before we do this we will notify you by replacing these Terms on the Site and may additionally notify you by sending you a notice through email you provide to us through your Account. It is your responsibility to check these Terms periodically for changes, and to keep your email address current. We want to make it clear that we obviously do not expect to be shutting the doors on PoolUp anytime soon, we just want to be sure that we have precautions in place.
- C. Limiting the Service.** PoolUp reserves the right to - at any time and for any reason or without reason - impose limits on some Services or restrict your access to the Services without notice or liability.
- D. If You Don't Agree to ToS Changes, You Must Terminate Use of the Services.** You agree that, by continuing to use or access the Site following notice of any revision, you shall abide by any such revision. If at any point, you disagree with a change to the Terms or Services on the part of PoolUp, please cease use of PoolUp Services by deleting your Account. You may not continue to use the Services without agreeing to these Terms.

23. Entire Agreement.

- A. Terms are Agreement in Entirety.** These Terms, and the terms of policies and agreements incorporated by reference (through names of documents and web links) are the whole and complete agreement between you and PoolUp. No other agreements shall govern use of PoolUp Services. These Terms supersede any conflicting agreements or policies.

24. Section Headings and Summaries.

- A. **Headings and Summaries Not Binding.** The headings to each section of these terms and the summaries of each section are not legally binding, nor do they have any effect on the proper interpretation of these Terms. They are exclusively to aid in ease of use. THEY SHOULD NOT BE READ IN LIEU OF READING THE FULL TERMS.

25. Force Majeure.

- A. **No Liability for Events Outside Our Control.** Where PoolUps fails to perform our obligations under these Terms, we are not liable where such failure results from any cause beyond our reasonable control. Such situations include but are not limited to: acts of god, or mechanical, electronic or communications failure or degradation.

26. Waiver.

Summary of the Following. Where we don't exercise a right, it is not waived. One waiver does not imply a similar waiver in the future. In order for any waiver of a right to be valid, it must come as a signed writing from a PoolUp representative.

- A. **Failure to Exercise a Right Not a Waiver.** Even if PoolUp, or any of our employees, representatives, or other affiliates fail to exercise any right or provision of these Terms, this failure does not waive our right to later enforce any part of these Terms.
- B. **Waiver Does Not Imply Future Waiver.** No waiver of any breach of any provision of these Terms of Service shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof.
- C. **Requirements of a Waiver.** In order for any waiver of compliance with these Terms to be effective, it must be made in writing and signed by an authorized representative of the waiving party.

27. Severability.

- A. **No Single Term Makes Rest of Terms Unenforceable or Invalid.** If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, in that jurisdiction, to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and fully enforceable.

28. Assignment.

- A. **Assignability of Terms Rights by You.** These Terms are exclusive and personal to you. You may not assign, transfer or sublicense any of your rights or obligations under these Terms without the express, signed prior written consent of an authorized PoolUp representative.
- B. **PoolUp Rights Assignable.** We may assign, transfer or delegate any of our rights and obligations under these Terms without consent.

29. No Relationship.

- A. **No Relationship Created by Terms.** No agency, partnership, joint venture or employment relationship is created as a result of these Terms and neither party has any authority of any kind to bind the other in any respect.

30. Cancellation and Termination.

- A. **Cancellation.** You may cancel your relationship with PoolUp by (1) deleting your account as described in Section 3 of these Terms of Service, and (2) ceasing use of the Services.
- B. **Termination of Use.** PoolUp reserves the right to terminate your use of the Service and/or the Site. To ensure that PoolUp provides a high-quality experience for you and for other users of the Site and the Service, you agree that PoolUp or its representatives may, in accordance with our Terms, access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site or the Service. PoolUp does not intend to disclose the existence or occurrence of such an investigation unless required by law, but PoolUp reserves the right to terminate your account or your access to the Site immediately, with or without notice to you, and without liability to you, if PoolUp believes that you have violated any of the Terms of Service, furnished PoolUp with false or misleading information, or interfered with use of the Site or the Service by others.
- C. **Terms Surviving Cancellation.** There are many provisions within these Terms which by their nature should extend past your cancellation or our termination of Services. All such terms shall survive cancellation or termination. These terms include but are not limited to: (1) ownership provisions, (2) warranty disclaimers, (3) indemnity and (4) limitation of liability.

31. Notices.

- A. **In Writing.** Unless otherwise specified in another section of these Terms, all notices under these Terms will be in writing as defined in these Terms.
- B. **Notice Duly Given.** Notice will be considered to have been duly given at the time when (1) transmitted by email with no indication of failed transmission; (2) received, if personally delivered or sent by certified or registered mail, return receipt requested; (3) the day after it is sent, if sent for next day delivery or recognized overnight delivery service; or (4) transmitted electronically through the Services to your Account, such as through a messaging or alert feature.
- C. **Online Contact Info.** PoolUp may be contacted online through help@poolup.co

32. ACKNOWLEDGEMENT. BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

33. Contact Address: You may contact us at the following address:

PoolUp
6594 Del Playa Drive #A

Goleta, CA 93117

EFFECTIVE DATE: February 11, 2020

LAST UPDATE: February 11, 2020