

# CueRide Terms of Service

## CueRide Terms of Service

Last Updated: May 30, 2025

These Terms of Service constitute a legally binding agreement (the "Agreement") between you and CueRide, Inc., its parents, subsidiaries, representatives, affiliates, officers and directors (collectively, "CueRide," "we," "us" or "our") governing your use of the CueRide applications, websites, technology, artificial intelligence tools, facilities, and platform (collectively, the "CueRide Platform").

PLEASE BE ADVISED: THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN YOU AND LYFT CAN BE BROUGHT (). THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO: (1) WAIVE YOUR RIGHT TO A JURY TRIAL, AND (2) SUBMIT CLAIMS YOU HAVE AGAINST LYFT TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING.

AS A DRIVER OR DRIVER APPLICANT, YOU HAVE AN OPPORTUNITY TO OPT OUT OF ARBITRATION WITH RESPECT TO CERTAIN CLAIMS AS PROVIDED IN SECTION 17.

By entering into this Agreement, and/or by using or accessing the CueRide Platform, you expressly acknowledge that you understand this Agreement (including the dispute resolution and arbitration provisions in Section 17) and accept all of its terms. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE LYFT PLATFORM OR ANY OF THE SERVICES PROVIDED THROUGH THE LYFT PLATFORM. If you use the CueRide Platform in another country, you agree to be subject to CueRide's terms of service for that country. If you are accessing or using the CueRide Platform to access or use CueRide Business services on behalf of an organization contracted with CueRide, and you are not accessing or using the CueRide Platform as a Rider or Driver, your access and use is governed by the contract between CueRide and your organization.

When using the CueRide Platform, you also agree to conduct yourself in accordance with our , which shall form part of this Agreement between you and CueRide.

## The CueRide Platform

The CueRide Platform provides a marketplace where, among other things, persons who seek transportation to certain destinations ("Riders") can be matched with transportation options to such destinations. One option for Riders is to request a ride from rideshare drivers who are driving to or through those destinations ("Drivers"). Drivers, Riders, and any other individuals, excluding any Excluded Individuals, using the CueRide Platform are collectively referred to herein as "Users." The driving services provided (a) by Drivers to Riders

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(including other transportation related services provided by Drivers), or (b) by means of autonomous vehicles ("Autonomous Vehicles" or "AVs"), in connection with the CueRide Platform, shall collectively be referred to herein as "Rideshare Services" and the providers thereof "Rideshare Providers." "CueRide Services" shall include any service provided by CueRide pursuant to the CueRide Platform (for clarity, CueRide Services does not include Rideshare Services or Third-Party Services). As a User, you authorize CueRide to match and/or re-match you with Drivers or Riders or AVs based on factors such as your location, the requested pickup location, the estimated time to pickup, your destination, User preferences, ride mode, driver mode, applicable vehicle requirements, membership status, regulatory or other third-party requirements, user statistics, and platform efficiency, and to cancel an existing match based on the same or other considerations. Any decision by a User to offer or accept Rideshare Services is a decision made in such User's sole discretion. A separate agreement is formed between Drivers and Riders when the Rider accepts the offered Rideshare Services. As used herein, "Excluded Individuals" means any individual who is registering to use the CueRide Platform or whose use of the CueRide Platform is on behalf of an organization contracted with CueRide, except as a Rider or Driver.

In certain markets, Riders may have the option to rent transportation modalities (e.g., bikes, scooters, cars, etc.) or be offered other services through the CueRide Platform. In some markets, some of these rental programs and/or other services are owned and operated by CueRide. In other markets, some of these rental programs and/or other services are owned or operated by third parties.

In any case, your use of CueRide Services through the CueRide Platform may be subject to additional agreements between you and CueRide as applicable to the particular service in the particular market ("Supplemental Agreements"). Please review any applicable Supplemental Agreements carefully. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF A SUPPLEMENTAL AGREEMENT, YOU MAY NOT RENT OR USE LYFT SERVICES IN SUCH MARKET. In the event of any conflict between this Agreement and the terms and conditions of any Supplemental Agreement, the terms of this Agreement shall control, unless such Supplemental Agreement specifically states otherwise.

### **Modification to the Agreement**

CueRide reserves the right to modify the terms and conditions of this Agreement, including by changing or deleting existing terms or by adding new ones, and such modifications shall be binding on you upon your acceptance of the modified Agreement. Continued use of the CueRide Platform after modifications to this Agreement shall constitute your acceptance of such modifications. Drivers or driver applicants, however, may opt out of revisions to the Agreement's arbitration provisions with respect to certain claims as provided in

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Section 17 below. CueRide reserves the right to modify any information on pages referenced in the hyperlinks from this Agreement from time to time, and such modifications shall become effective upon posting. Continued use of the CueRide Platform after modifications to any information on pages referenced in the hyperlinks from this Agreement shall constitute your acceptance of such modifications.

Effective Date: May 30, 2025

### Eligibility

The CueRide Platform may only be used by individuals who have the right and authority to enter into this Agreement and are fully able and competent to satisfy the terms, conditions, and obligations herein. The CueRide Platform is not available to Users who have had their User account temporarily or permanently deactivated. You may not allow other persons to use your User account, you agree that you are the sole authorized user of your User account, and you may not use your User account on behalf of any third party, except as otherwise expressly permitted by CueRide. To use the CueRide Platform, each User shall create a User account. Each person may only create one User account, and CueRide reserves the right to deactivate any additional or duplicate accounts. Your participation in certain CueRide programs and use of certain CueRide services may be subject to additional eligibility requirements as determined by CueRide.

By becoming a User, you represent and warrant that you are at least 18 years old. Notwithstanding the foregoing, if you are the parent or legal guardian of a 16 or 17-year old minor you may create a User account for such minor to use the CueRide Platform subject to the following requirements and restrictions: (a) you ensure that the minor's use of the CueRide Platform is limited solely to accessing and using CueRide Services and/or Third-Party Services where expressly permitted under the Supplemental Agreement applicable to such CueRide Services and/or Third-Party Services, (b) you determine that the CueRide Services and/or Third-Party Services are suitable for the minor, (c) you ensure that the minor's use of the CueRide Platform and applicable CueRide Services and/or Third-Party Services is done in compliance and acknowledgement of all applicable safety instructions and warnings in this Agreement, any applicable Supplemental Agreements, and the CueRide Platform, (d) you ensure that the minor does not request or accept any Rideshare Services unless accompanied by you or an authorized guardian, and (e) you explain the terms of this Agreement to the minor. For clarity, no unaccompanied User under 18 years old may ride in an Autonomous Vehicle.

By creating a User account for such minor, you hereby give permission and consent to the Agreement on the minor's behalf, you expressly guarantee the minor's acceptance, and your own acceptance, of the terms of

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this Agreement, and you shall assume any and all responsibility and liability for the minor's use of the CueRide Platform as provided by the terms of this Agreement and any applicable Supplemental Agreements. You will be responsible for any breach of the above representations, warranties and/or this Agreement, and/or any attempt of the minor to disaffirm this Agreement. Furthermore, you hereby represent that you are fully authorized to execute this Agreement on behalf of yourself and all other parents or legal guardians of the minor rider.

### Charges

As a User, you understand that request or use of Rideshare Services, CueRide Services, or Third-Party Services may result in charges ("Charges") to you and/or to an organization, if applicable. Charges to Riders and/or organizations, if applicable, for Rideshare Services include Fares (defined below) and other applicable fees, tolls, surcharges, and taxes, including as set forth on your market's ("CueRide Cities Page"), plus any tips to the Driver that you elect to pay. CueRide has the authority and reserves the right to determine and modify pricing by posting applicable pricing terms to your market's CueRide Cities Page or quoting you a price for a specific ride at the time you make a request. Pricing may vary based on the type of service you request (e.g., economy, extra seats, luxury) as described on your market's CueRide Cities Page or within the CueRide Platform. You are responsible for reviewing the applicable CueRide Cities Page or price quote within the CueRide Platform and shall be responsible for all Charges incurred under your User account regardless of your awareness of such Charges or the amounts thereof.

Rideshare Service Fares ("Fares"). There are two types of Fares, quoted and variable.

Quoted Fares. When you make a ride request using the CueRide Platform, CueRide will quote you a Fare at the time of your request. The quote is subject to change until the ride request is confirmed. If your final destination is not the same as the destination in your ride request, or the time and/or distance of your ride differs substantially from your quoted fare, or if you attempt to abuse the CueRide Platform, we may, at CueRide's sole discretion and determination, cancel the fare quote and charge you a variable fare as described below. CueRide does not guarantee that the quoted fare price will be equal to a variable fare for the same ride. Quoted fares may include the Rideshare Service Fees and Other Charges below, as applicable.

Variable Fares. Variable fares consist of a base charge and incremental charges based on the time and distance of your ride. For particularly short rides, minimum fares may apply. Please note that we use GPS data from your Rideshare Provider's device to calculate the distance traveled on your ride. We cannot guarantee the availability or accuracy of GPS data. If we lose signal, we will calculate time and distance using

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available data from your ride. In addition to the variable fare, the total cost of your ride may include the Rideshare Service Fees and Other Charges below, as applicable.

Rideshare Service Fees and Other Charges.

**Service Fee.** CueRide may charge a "Service Fee" for each ride, as set forth on the applicable CueRide Cities Page.

**Prime Time.** At certain times, including times of high demand for Rideshare Services ("Prime Time"), you acknowledge that Charges may increase substantially. For quoted fares, we may factor Prime Time increases into the quoted price of the ride.

**Priority Pickup and Wait & Save.** In some cases, you may be able to select an expected pick up that is faster or slower than standard for a higher or lower Fare, respectively.

**Cancellation Fee.** After requesting a ride you may cancel it through the CueRide Platform, but note that in certain cases a cancellation fee may apply. CueRide may also charge a fee if you fail to show up after requesting a ride. Please check out our Help Center to learn more about .

**Damage Fee.** If a Driver reports that you have materially damaged the Driver's vehicle, you agree to pay a "Damage Fee" of up to \$250 depending on the extent of the damage (as determined by CueRide in its sole discretion), towards vehicle repair or cleaning. CueRide reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Damage Fee.

**Abuse Fee.** If we receive a credible report that you have misused or abused the CueRide Platform, you agree to pay an "Abuse Fee" of up to \$250 as determined by CueRide in its sole discretion. CueRide reserves the right (but is not obligated) to verify or otherwise require documentation of abuse prior to processing the Abuse Fee.

**Tolls.** In some instances tolls, toll estimates, and/or return tolls may apply to your ride. Please see our Help Center and your market's CueRide Cities Page for more information about toll charges. We do not guarantee that the amount charged by CueRide will match the toll charged to the Rideshare Provider, if any.

**Other Charges.** Other fees and surcharges may apply to your ride, including but not limited to: actual or anticipated airport fees, state fees, local fees, event fees, fuel surcharges, wait time fees, or distance surcharges as determined by CueRide or its marketing partners. In addition, where required by law CueRide will collect applicable taxes. See your market's CueRide Cities Page for information on other Charges that may apply to your ride.

**Tips.** Following a ride, you may have the opportunity to elect to tip your Driver in cash or through the CueRide

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Platform. You may also elect to set a default tip amount or percentage through the CueRide Platform. Any tips will be provided entirely to the applicable Driver.

### Charges Generally.

**Facilitation of Charges.** All Charges are facilitated through a third-party payment processor (First Data, Stripe, Inc., Braintree, a division of PayPal, Inc., etc.). CueRide may replace its third-party payment processor without notice to you. With the exception of tips and the purchase of CueRide Cash, cash payments are strictly prohibited unless expressly permitted by CueRide. Your payment of Charges to CueRide satisfies your payment obligation for your use of the CueRide Platform, CueRide Services, Third-Party Services, and Rideshare Services. Certain Charges may be collectively billed as a single purchase transaction to your selected payment method based on the payment frequency indicated in your settings. If your primary payment method expires, is invalid, or if Charges to your primary payment method are unable to be processed for whatever reason, then you agree that CueRide may charge your other available payment methods in the CueRide Platform. If you don't recognize a transaction, then check your ride receipts and payment history.

**No Refunds.** All Charges are non-refundable except to the extent required by law. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the CueRide Platform, any disruption to the CueRide Platform, CueRide Services, Third-Party Services, or Rideshare Services, or any other reason whatsoever.

**Coupons.** You may receive coupons, credits, discounts, or other promotions (collectively, "Coupons") that you can apply toward payment of certain Charges. Coupons are valid only for use on the CueRide Platform, and are not transferable or redeemable for cash except as required by law. Coupons cannot be combined unless expressly provided otherwise, and if the cost of your Charges exceeds the applicable Coupon value, we may charge your payment method on file for the Charges in excess of the Coupon amount. With respect to Fares, CueRide may deduct the amount attributable to the Service Fee, Tolls, or Other Charges before application of the Coupon. Additional restrictions on Coupons may apply as communicated to you in a relevant promotion or by clicking on the relevant Coupon within the Rewards section of the CueRide Platform.

**Supplemental Charges.** Charges related to CueRide Services (including the rental of bikes and scooters) may be further detailed in the applicable Supplemental Agreement.

**Third-Party Charges.** If you choose to purchase Third-Party Services (described further in Section 21) through the CueRide Platform, you authorize your payment method on file to be charged according to the pricing terms set by CueRide or the third-party provider, or as otherwise provided in the terms of the

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purchased services.

**Payment Card Authorization.** Upon addition of a new payment method or each request for CueRide Services, Rideshare Services, or Third-Party Services, CueRide may seek authorization of your selected payment method to verify the payment method, ensure the Charges will be covered, and protect against unauthorized behavior. The authorization is not a charge; however, it may reduce your available credit by the authorization amount until your bank's next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account, you may be subject to overdraft or NSF charges by the bank issuing your debit or prepaid card. CueRide is not responsible for these charges and is unable to assist you in recovering them from your issuing bank. Check out our Help Center to learn more about .

For clarity, CueRide does not charge a fee for Users to access the CueRide Platform, but retains the right to charge Users and/or organizations, if applicable, a fee or any other Charge for accessing or using CueRide Services, Rideshare Services, or Third-Party Services made available through the CueRide Platform.

### Driver Payments

If you are a Driver, you will receive payment for your provision of Rideshare Services pursuant to the terms of the , which shall form part of this Agreement between you and CueRide.

### CueRide Communications

By entering into this Agreement or using the CueRide Platform, you agree to receive communications from us, our affiliates, or our third-party partners, at any of the phone numbers provided to CueRide by you or on your behalf, and also via emails, text messages, calls, and push notifications at any time (including between the hours of 9 p.m. and 8 a.m., local time). You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from CueRide, its affiliated companies and/or Rideshare Providers may include but are not limited to: operational communications concerning your User account or use of the CueRide Platform, CueRide Services, Third-Party Services or Rideshare Services, payment receipts, payment reminders or processing issues, updates concerning new and existing features on the CueRide Platform, communications concerning marketing or promotions run by us or our third-party partners, and news concerning CueRide and industry developments. If you change or deactivate the phone number you provided to CueRide, you agree to update your User account information to help prevent us from inadvertently communicating with anyone who acquires your old number. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. While we endeavor to send routine communications between the hours of 8 a.m. and 9 p.m., local time, you acknowledge and agree that we may send or you may receive text messages, email, calls, and push

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communications from us at any time (including time sensitive communications; communications related to payment receipts, payment reminders, payment processing issues; or contemporaneous communications related to other actions taken by you).

IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. IF YOU WISH TO OPT OUT OF PROMOTIONAL CALLS OR TEXTS, YOU MAY TEXT "END" TO 46080 FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS OR CALLS AS A CONDITION OF USING THE LYFT PLATFORM OR RELATED SERVICES. IF YOU WISH TO OPT OUT OF ALL TEXTS OR CALLS FROM LYFT (INCLUDING OPERATIONAL OR TRANSACTIONAL TEXTS OR CALLS), YOU CAN TEXT THE WORD "STOPALL" TO 46080 FROM THE MOBILE DEVICE RECEIVING THE MESSAGES; HOWEVER, YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL TEXTS MAY IMPACT YOUR USE OF THE LYFT PLATFORM OR RELATED SERVICES. WHEN YOU OPT OUT TEXTS OR CALLS, YOU MAY RECEIVE A ONE-TIME OPT-OUT CONFIRMATION TEXT MESSAGE. NO FURTHER MESSAGES WILL BE SENT TO YOUR MOBILE DEVICE, UNLESS INITIATED BY YOU. FOR COMMUNICATION SERVICE SUPPORT OR ASSISTANCE, PLEASE VISIT OUR .

### Your Information

Your Information is any information you provide, publish, or post, and any information provided on your behalf, to or through the CueRide Platform (including any profile information you provide) or send to other Users (including via in-application feedback, any email feature, or through any CueRide-related Facebook, X or other social media posting) (your "Information"). You consent to us using your Information to create a User account that will allow you to use the CueRide Platform, CueRide Services, and participate in the Rideshare Services. Our collection and use of personal information in connection with the CueRide Platform, CueRide Services, and Rideshare Services is as provided in CueRide's . You are solely responsible for your Information and your interactions with other members of the public, and we act only as a passive conduit for your online posting of your Information. You agree to provide and maintain accurate, current and complete Information and that we and other members of the public may rely on your Information as accurate, current and complete. To enable CueRide to use your Information for the purposes described in the Privacy Policy and this Agreement, or to otherwise improve the CueRide Platform, CueRide Services, or Rideshare Services, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity, and database



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rights you have in your Information, and to use, copy, perform, display and distribute such Information to prepare derivative works, or incorporate into other works, such Information, in any media now known or not currently known. CueRide does not assert any ownership over your Information; rather, as between you and CueRide, subject to the rights granted to us in this Agreement, you retain full ownership of all of your Information and any intellectual property rights or other proprietary rights associated with your Information.

### Promotions

CueRide, at its sole discretion, may make available promotions, referral programs and loyalty programs with different features to any Users or prospective Users. CueRide reserves the right to withhold or deduct credits or benefits obtained through a promotion or program in the event that CueRide determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion or program terms or this Agreement. CueRide reserves the right to terminate, discontinue, modify or cancel any promotions or programs at any time and in its sole discretion without notice to you.

CueRide's referral program may provide you with incentives to refer your friends and family to become new Users of the CueRide Platform in your country (the "Referral Program"). Your participation in the Referral Program is subject to this Agreement and the additional .

### Restricted Activities

With respect to your use of the CueRide Platform, CueRide Services, Third-Party Services, and your participation in the Rideshare Services, you agree that you will not:

impersonate any person or entity;

stalk, threaten, or otherwise harass any person, or carry any weapons;

violate any law, statute, rule, permit, ordinance or regulation;

interfere with or disrupt the CueRide Platform or the servers or networks connected to the CueRide Platform;

post Information or interact on the CueRide Platform, CueRide Services, Third-Party Services, or Rideshare Services in a manner which is fraudulent, libelous, abusive, obscene, profane, sexually oriented, harassing, or illegal;

use the CueRide Platform in any way that infringes any third party's rights, including: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;

post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of the CueRide Platform or any computer software or hardware or

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telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;

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

"frame" or "mirror" any part of the CueRide Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other website for any purpose;

modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the CueRide Platform;

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

use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, "data mine", copy, access, acquire information, generate impressions or clicks, input or store information, search, monitor any portion of the CueRide Platform, or in any way reproduce or circumvent the navigational structure or presentation of the CueRide Platform or its contents;

link directly or indirectly to any other websites;

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

use a false email address or other identifying information, impersonate or misrepresent any person or entity, or your affiliation with any person or entity, or otherwise omit, misrepresent, or mislead as to the origin or source of any entity accessing the CueRide Platform;

discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity or expression, physical or mental disability, medical condition, marital status, age or sexual orientation;

violate any of the if you participate in the Referral Program;

commercialize the Rideshare Services, Third-Party Services, or our CueRide Services without an agreement directly with CueRide;

misuse or abuse the Rideshare Services, Third-Party Services, or our CueRide Services in violation of eligibility requirements as determined by CueRide;

violate ;

request Rideshare Services for an unaccompanied person under 18 years old;

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use the Rideshare Services to transport or deliver unaccompanied goods, products, parcels, or other objects of any kind;

circumvent any measures implemented by CueRide to prevent or address violations of this Agreement; or

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

Should you suspect that any unauthorized party may be using your User account or you suspect any other breach of security or violation of this Agreement, you agree to notify us immediately.

### Driver Representations, Warranties and Agreements

By providing Rideshare Services as a Driver on the CueRide Platform, you represent, warrant, and agree that:

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

You own, or have the legal right to operate, the vehicle you use when providing Rideshare Services; such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and state and local requirements for a vehicle of its kind; such vehicle meets the applicable requirements of the CueRide Platform; and any and all applicable safety recalls have been or will be remedied per manufacturer instructions.

You will not engage in reckless behavior while driving or otherwise providing Rideshare Services, operate a vehicle that is unsafe to drive, drive or operate a vehicle in an unsafe manner, permit an unauthorized third party to accompany you in the vehicle while providing Rideshare Services, provide Rideshare Services as a Driver while under the influence of alcohol or drugs, or take action that harms or threatens to harm the safety of the CueRide community or third parties.

You will only provide Rideshare Services using the vehicle that has been reported to, and approved by CueRide, and you will not transport more passengers than can securely be seated in such vehicle (and no more than seven (7) passengers in any instance).

You will not, while providing the Rideshare Services, operate as a public or common carrier or taxi service, accept street hails, charge for rides (except as expressly provided in this Agreement), demand that a rider pay in cash, or use a credit card reader, such as a Square Reader, to accept payment or engage in any other activity in a manner that is inconsistent with your obligations under this Agreement.

You will not attempt to defraud CueRide or Riders on the CueRide Platform or in connection with your

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provision of Rideshare Services. If we suspect that you have engaged in fraudulent activity we may withhold applicable Fares or other payments for the ride(s) in question and take any other action against you available under this Agreement and/or the law.

You will not discriminate against Riders with disabilities and agree to review CueRide's . You will make reasonable accommodations as required by law and our and for Riders who travel with their service animals or who use wheelchairs (or other mobility devices) that can be folded for safe and secure storage in the car's trunk or backseat.

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

You have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) that names or schedules you for the operation of the vehicle you use to provide Rideshare Services, and you agree to provide proof of such insurance and that information regarding such insurance may be released to CueRide upon CueRide's reasonable request.

You understand that providing Rideshare Services to unaccompanied persons under the age of 18 is prohibited, and you will cancel any ride involving an unaccompanied person under the age of 18.

If you are a professionally licensed or permitted Driver providing Rideshare Services on the CueRide Platform, you have or are subject to a valid commercial automobile insurance policy that meets all applicable requirements.

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

You will comply with CueRide's reasonable requests to provide information in connection with Rider complaints, law enforcement requests, or any other incident.

### **Intellectual Property**

All intellectual property rights in and to the CueRide Platform shall be owned by CueRide absolutely and in their entirety. These rights include database rights, inventions and patentable subject-matter, patents, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the CueRide Platform are the property of their respective owners. You acknowledge and agree that any questions,

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comments, suggestions, ideas, feedback or other information ("Submissions") provided by you or on your behalf to us are non-confidential and shall become the sole property of CueRide. CueRide shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you. Except for the explicit license grants hereunder, nothing in this Agreement shall be construed to transfer ownership of or grant a license under any intellectual property rights.

LYFT and other CueRide logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of CueRide in the United States and/or other countries (collectively, the "CueRide Marks"). If you provide Rideshare Services as a Driver, CueRide grants to you, during the term of this Agreement, and subject to your compliance with the terms and conditions of this Agreement, a limited, revocable, non-exclusive license to display and use the CueRide Marks solely on the CueRide stickers/decals, and any other CueRide-branded items provided by CueRide directly to you in connection with providing the Rideshare Services ("License"). The License is non-transferable and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without CueRide's prior written permission, which it may withhold in its sole discretion. The CueRide logo (or any CueRide Marks) may not be used in any manner that is likely to cause confusion, including but not limited to: use of a CueRide Mark in a domain name or CueRide referral code, or use of a CueRide Mark as a social media handle or name, avatar, profile photo, icon, favicon, or banner. You may identify yourself as a Driver on the CueRide Platform, but may not misidentify yourself as CueRide, an employee of CueRide, or a representative or agent of CueRide.

You acknowledge that CueRide is the owner and licensor of the CueRide Marks, including all goodwill associated therewith, and that your use of the CueRide logo (or any CueRide Marks) will confer no interest in or ownership of the CueRide Marks in you but rather inures to the benefit of CueRide. You agree to use the CueRide logo strictly in accordance with CueRide's Brand Guidelines, as may be provided to you and revised from time to time, and to immediately cease any use that CueRide determines to be nonconforming or otherwise unacceptable.

You agree that you will not: (1) create any materials that use the CueRide Marks or any derivatives of the CueRide Marks as a trademark, service mark, trade name or trade dress, other than as expressly approved by CueRide in writing; (2) use the CueRide Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the CueRide Marks other than in accordance with the terms, conditions and restrictions herein; (3) take any other action that would jeopardize or impair

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CueRide's rights as owner of the CueRide Marks or the legality and/or enforceability of the CueRide Marks, including challenging or opposing CueRide's ownership in the CueRide Marks; (4) apply for trademark registration or renewal of trademark registration of any of the CueRide Marks, any derivative of the CueRide Marks, any combination of the CueRide Marks and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the CueRide Marks; (5) use the CueRide Marks on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard.

You agree you will not rent, lease, lend, sell, or otherwise redistribute the CueRide driver Amp or Glow, or manufacture, produce, print, sell, distribute, purchase, or display counterfeit/inauthentic CueRide driver Amps, Glows, or other CueRide Marks or (including but not limited to signage, stickers, apparel, or decals) from any source other than directly from CueRide.

Violation of any provision of this License may result in immediate termination of the License, in CueRide's sole discretion, a takedown request sent to the appropriate ISP, or social media platform, and/or a Uniform Domain-Name Dispute-Resolution Policy Proceeding (or equivalent proceeding). If you create any materials (physical or digital) bearing the CueRide Marks (in violation of this Agreement or otherwise), you agree that upon their creation CueRide exclusively owns all right, title and interest in and to such materials, including any modifications to the CueRide Marks or derivative works based on the CueRide Marks or CueRide copyrights. You hereby assign any interest or right you may have in such materials to CueRide, and shall provide information and execute any documents as reasonably requested by CueRide to enable CueRide to formalize such assignment.

CueRide respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials on the CueRide Platform infringe upon your copyrights, please for information on how to make a copyright complaint.

### **Disclaimers**

The following disclaimers are made on behalf of CueRide, our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, and shareholders.

CueRide does not provide transportation services, and CueRide is not a transportation carrier. CueRide is not a common carrier or public carrier. It is up to the Rideshare Provider to decide whether or not to offer a ride to a Rider contacted through the CueRide Platform, and it is up to the Rider to decide whether or not to accept a ride from any Rideshare Provider contacted through the CueRide Platform. We cannot ensure that a Rideshare Provider or Rider will complete an arranged transportation service. We have no control over the

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quality or safety of the transportation that occurs as a result of the Rideshare Services. Any safety-related feature, process, policy, standard, or other effort undertaken by CueRide is not an indication of any employment or agency relationship with any User.

The CueRide Platform is provided on an "as is" basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the CueRide Platform, CueRide Services, Third-Party Services, and/or the Rideshare Services, including the ability to provide or receive Rideshare Services at any given location or time. CueRide reserves the right, for example, to limit or eliminate access to the CueRide Platform for Rideshare Services, Third-Party Services, and/or CueRide Services in specific geographic areas and/or at specific times based on commercial viability, public health concerns, or changes in law. To the fullest extent permitted by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

We do not warrant that your use of the CueRide Platform, CueRide Services, Third-Party Services, or Rideshare Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that any defects in the CueRide Platform will be corrected, or that the CueRide Platform is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity, availability, accuracy, completeness, and reliability of the CueRide Platform, CueRide Services, Third-Party Services, or Rideshare Services, including with respect to mapping, navigation, estimated times of arrival, and routing services. You are responsible at all times for your conduct and the consequences of your conduct while using the CueRide Platform.

We cannot guarantee that each Rider or Driver is who he or she claims to be. Please use common sense when using the CueRide Platform, CueRide Services, Third-Party Services, and Rideshare Services, including looking at the photos of the Driver or Rider you have matched with to make sure it is the same individual you see in person. Please note that there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication or other use or access of the CueRide Platform by persons under the age of 18 in violation of this Agreement. We encourage you to communicate directly with each potential Driver or Rider prior to engaging in an arranged transportation service.

CueRide is not responsible for the conduct, whether online or offline, of any User of the CueRide Platform, CueRide Services, Third-Party Services, or Rideshare Services. You are solely responsible for your interactions with other Users. We do not procure insurance for, nor are we responsible for, personal

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belongings left in the car by Drivers or Riders. By using the CueRide Platform, CueRide Services, Third-Party Services, and participating in the Rideshare Services, you agree to accept such risks and agree that CueRide is not responsible for the acts or omissions of Users on the CueRide Platform, CueRide Services, Third-Party Services, or participating in the Rideshare Services.

You are responsible for the use of your User account and CueRide expressly disclaims any liability arising from the unauthorized use of your User account.

It is possible for others to obtain information about you that you provide, publish or post to or through the CueRide Platform (including any profile information you provide), send to other Users, or share during the Rideshare Services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on the CueRide Platform or through the Rideshare Services, CueRide Services, or Third-Party Services. Please carefully select the type of information that you post on the CueRide Platform or through the Rideshare Services, CueRide Services, or Third-Party Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users, or "hackers").

Opinions, advice, statements, offers, or other information or content concerning CueRide or made available through the CueRide Platform, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third parties, whether on the CueRide Platform or otherwise. We reserve the right, but we have no obligation, to monitor the materials posted on the CueRide Platform and remove any such material that in our sole opinion violates, or is alleged to violate, the law or this Agreement or which might be offensive, illegal, or that might violate the rights of, harm, or threaten the safety of Users or others.

Location data provided by the CueRide Platform is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, or property or environmental damage. Neither CueRide, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the CueRide Platform. Any of your Information, including geolocation data, you upload, provide, or post on the CueRide Platform may be accessible to CueRide and certain Users of the CueRide Platform.

CueRide advises you to use the CueRide Platform with a data plan with unlimited or very high data usage limits, and CueRide shall not be responsible or liable for any fees, costs, or overage charges associated with



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any data plan you use to access the CueRide Platform.

This paragraph applies to any version of the CueRide Platform that you acquire from the Apple App Store. This Agreement is entered into between you and CueRide. Apple, Inc. ("Apple") is not a party to this Agreement and shall have no obligations with respect to the CueRide Platform. CueRide, not Apple, is solely responsible for the CueRide Platform and the content thereof as set forth hereunder. However, Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof. This Agreement incorporates by reference, for purposes of which, you are "the end-user." In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement shall control.

As a Driver, you may be able to use "CueRide Nav built by Google" while providing Rideshare Services on the CueRide Platform. Riders and Drivers may also use Google Maps while using the CueRide Platform. In either case, you agree that Google may collect your location data when the CueRide Platform is running in order to provide and improve Google's services, that such data may also be shared with CueRide in order to improve its operations, and that Google's and will apply to this usage.

As a Rider seeking Rideshare Services on the CueRide Platform, you may be matched with a professionally licensed or otherwise permitted Rideshare Provider who may be subject to state and local regulations, including requirements to carry commercial automobile insurance. Subject to applicable law, in select markets, CueRide may not provide insurance coverage for instances of Rideshare Services provided by these professionally licensed or otherwise permitted Rideshare Providers.

CueRide shall not be in breach of this Agreement nor liable for failure or delay in performing obligations under this Agreement if such failure or delay results from events, circumstances or causes beyond its reasonable control including (without limitation) natural disasters or acts of God; labor disputes or stoppages; war; government action; epidemic or pandemic; chemical or biological contamination; strikes; riots; acts of domestic or international terrorism; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. All service dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations as soon as practicable after the force majeure condition ceases to exist.

### State and Local Disclosures

Certain jurisdictions require additional disclosures to you, such as requirements for drivers, earnings

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information, and where you can access CueRide's certificates of insurance. You can view any disclosures required by your local jurisdiction at . By accepting this Agreement, you acknowledge that CueRide has provided these disclosures to you and that you have read them. Please check regularly for updates.

### Indemnity

You agree to fully indemnify, defend, and hold harmless CueRide, its officers, directors, employees, affiliates, and licensors from and against any claims, liabilities, damages, losses, and expenses (including legal fees) arising out of or in any way connected with: (1) your use of the CueRide platform, (2) any violation of these Terms, or (3) your interactions with Drivers, Riders, or third parties.

### Limitation of Liability

IN NO EVENT WILL LYFT, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS (COLLECTIVELY "LYFT" FOR PURPOSES OF THIS SECTION), BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE LYFT PLATFORM, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE LYFT PLATFORM, LYFT SERVICES, THE RIDESHARE SERVICES, OR THIS AGREEMENT, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LYFT PLATFORM MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR THIRD-PARTY SERVICES WITH THIRD-PARTY PROVIDERS, BUT YOU AGREE THAT LYFT HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS, OR THIRD-PARTY SERVICES SET FORTH IN THIS AGREEMENT. FOR CLARITY AND WITHOUT LIMITING THE FOREGOING, LYFT HAS NO RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR RELIANCE ON TRANSPORTATION, GOODS, OR THIRD-PARTY SERVICES SET FORTH IN THIS AGREEMENT OR ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD-PARTY PROVIDER. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

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### **Term and Termination**

This Agreement is effective upon your acceptance of this Agreement. This Agreement may be terminated: (a) by User, without cause, upon seven (7) days' prior written notice to CueRide; or (b) by either party immediately, without notice, upon the other party's material breach of this Agreement, including but not limited to any breach of Section 9 or breach of Section 10(a)-(i) of this Agreement. In addition, CueRide may terminate this Agreement or deactivate your User account or cease offering or deny access to CueRide services or any portion thereof immediately in the event: (1) you are no longer eligible to qualify as a User; (2) you no longer qualify to provide Rideshare Services or to operate the approved vehicle under applicable law, rule, permit, ordinance or regulation; (3) you fall below CueRide's star rating threshold; or (4) CueRide has the good faith belief that such action is necessary to protect the safety of the CueRide community or third parties, provided that in the event of a deactivation pursuant to (1)-(4) above, you will be given notice of the potential or actual deactivation and an opportunity to attempt to cure the issue to CueRide's reasonable satisfaction prior to CueRide permanently terminating the Agreement. For all other breaches of this Agreement, you will be provided notice and an opportunity to cure the breach. If the breach is cured in a timely manner and to CueRide's satisfaction, this Agreement will not be permanently terminated. Sections 2, 6, 7 (with respect to the license), 11-12, and 14-22 shall survive any termination or expiration of this Agreement.

### **Dispute Resolution**

(a) Agreement to Binding Arbitration Between You and CueRide.

YOU AND LYFT MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, as set forth below. This agreement to arbitrate ("Arbitration Agreement") is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16, including both the FAA's procedural and substantive provisions. If the FAA is inapplicable for any reason, then this Arbitration Agreement is governed by the laws of the State of Delaware, including the procedural and substantive provisions of Del. Code tit. 10, § 5701 et seq., without regard to choice of law principles. For the avoidance of doubt, a court may neither refuse to enforce this Arbitration Agreement, nor refuse to stay arbitration proceedings, pursuant to state law that is inconsistent with the FAA or Delaware law (including, for example, pursuant to California Code of Civil Procedure § 1281.2(c).) This Arbitration Agreement survives after the Agreement terminates or your relationship with CueRide ends. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. Except as

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expressly provided below, this Arbitration Agreement applies to all Claims (defined below) between you and CueRide (as defined above) as well as between you and our successors and assigns, employees, agents or shareholders. This Arbitration Agreement also applies to claims between you and CueRide's service providers, including but not limited to background check providers and payment processors; and such service providers shall be considered intended third-party beneficiaries of this Arbitration Agreement.

Except as expressly provided below, ALL DISPUTES AND CLAIMS BETWEEN US (EACH A "CLAIM" AND COLLECTIVELY, "CLAIMS") SHALL BE EXCLUSIVELY RESOLVED BY BINDING ARBITRATION. These Claims include, but are not limited to, any dispute, claim or controversy, whether based on past, present, or future events, arising out of or relating to: this Agreement and prior versions thereof (including the breach, termination, enforcement, interpretation or validity thereof), the CueRide Platform, the Rideshare Services, the CueRide Services, CueRide promotions, gift card, referrals or loyalty programs, the CueRide Tablet, any other goods or services made available through the CueRide Platform by CueRide or a third-party provider, your relationship with CueRide, the threatened or actual suspension, deactivation or termination of your User account or this Agreement, criminal background checks and driving history checks performed by or on CueRide's behalf, payments made by you or any payments made or allegedly owed to you, any promotions or offers made by CueRide, any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, wrongful termination, discrimination, harassment, retaliation, fraud, defamation, emotional distress, breach of any express or implied contract or covenant, claims arising under federal or state consumer protection laws; claims arising under antitrust laws, claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act of 1974 (except for individual claims for employee benefits under any benefit plan sponsored by CueRide and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), and state statutes, if any, addressing the same or similar subject matters, and all other federal and state statutory and common law claims. All disputes concerning the arbitrability of a Claim (including disputes about the scope, applicability, enforceability, revocability or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT YOU AND LYFT ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, EXCEPT AS EXPRESSLY

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OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT. This Arbitration Agreement is intended to require arbitration of every claim or dispute that can lawfully be arbitrated, except for those claims and disputes which by the terms of this Arbitration Agreement are expressly excluded from the requirement to arbitrate.

(b) Prohibition of Class Actions and Non-Individualized Relief.

YOU UNDERSTAND AND AGREE THAT YOU AND LYFT MAY EACH BRING CLAIMS IN ARBITRATION AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS ("CLASS ACTION WAIVER"). YOU UNDERSTAND AND AGREE THAT YOU AND LYFT BOTH ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING THE FOREGOING, THIS SUBSECTION (B) SHALL NOT APPLY TO REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT CLAIMS BROUGHT AGAINST LYFT, WHICH ARE ADDRESSED SEPARATELY IN SECTION 17(C). ALSO NOTWITHSTANDING THE FOREGOING, THE PARTIES MAY AGREE TO PARTICIPATE IN A CLASS-WIDE SETTLEMENT.

The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims.

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the American Arbitration Association ("AAA") Rules, disputes regarding the interpretation, applicability, or enforceability of this subsection (b) may be resolved only by a court and not by an arbitrator. In any case in which: (1) the dispute is filed as a class, collective, or representative action or otherwise seeks relief that is not limited to the individual party seeking relief, and (2) there is a final judicial determination that this subsection (b) is unenforceable with respect to any Claim or any particular remedy for a Claim (such as a request for public injunctive relief), then that Claim or particular remedy (and only that Claim or particular remedy) shall be severed from any remaining claims and/or remedies and may be brought in a court of competent jurisdiction, but the Class Action Waiver and all other provisions in this subsection (b) shall be enforced in arbitration on an individual basis as to all other Claims or remedies to the fullest extent possible. The Parties agree that a court will decide any Claim or any particular remedy for a Claim severed from any arbitration only after the

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completion of that arbitration.

### (c) Representative PAGA Waiver.

Notwithstanding any other provision of this Agreement or the Arbitration Agreement, to the fullest extent permitted by law: (1) you and CueRide agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, including under the California PAGA, both you and CueRide agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, "representative PAGA Waiver").

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from this Agreement; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Agreement or the requirement that any remaining Claims or portions of Claims be arbitrated on an individual basis pursuant to the Arbitration Agreement; and (iii) any such representative PAGA or other representative private attorneys general act claims or portions of such claims must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any Claims or portions of Claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the representative PAGA Waiver is unenforceable with respect to those Claims or portions of Claims, the Parties agree that litigation of those Claims or portions of Claims shall be stayed pending the outcome of any individual Claims or portions of Claims in arbitration.

### (d) Pre-Arbitration Process.

A party who intends to initiate arbitration must first send to the other a written notice of the dispute ("Notice"). The Notice must (1) describe the factual and legal nature and basis of the claim or dispute; (2) set forth the specific relief sought; and (3) include the name, mailing and email addresses, and phone number of the party sending the Notice.

Your Notice to CueRide must be personally signed by you (and by your attorney if you are represented by counsel). CueRide's notice to you must be personally signed by a CueRide representative (and CueRide's

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attorney if CueRide is represented by counsel). To safeguard your User Account, you might be required to provide both your authentication and consent for us to discuss your User Account or share your User Account information with anyone but you, including an attorney ("Authentication and Consent").

Your Notice to CueRide should be sent by email to [disputenotice@lyft.com](mailto:disputenotice@lyft.com). CueRide's notice to you will be sent by email to the most recent contact information that you have provided to CueRide.

Whoever sends the Notice must give the other party 60 days from receipt of the complete Notice (including the Authentication and Consent, if required) to investigate the claim before commencing an arbitration. The submission of a complete Notice will toll any applicable statute of limitations or other limitations period for the claims and requested relief in the Notice until 60 days from when the other party receives the Notice of Dispute.

This Pre-Arbitration Process is essential so that you and CueRide have a meaningful chance to resolve disputes informally. If any aspect of these requirements has not been met, a court can enjoin the filing or prosecution of an arbitration or assessment or collection of any arbitration fees in connection with such an arbitration. In addition, unless prohibited by law, the American Arbitration Association (or any other arbitration provider selected by the parties) may not accept, administer, assess, or demand fees in connection with such an arbitration. If the arbitration already is pending, it must be dismissed. If a process arbitrator has been appointed at the request of a party, the process arbitrator also has the same authority as a court to enforce the requirement that arbitration not be commenced until the requirements of this Section 17(d) have been satisfied.

### (e) Rules Governing the Arbitration.

Any arbitration conducted pursuant to this Arbitration Agreement shall be administered by the AAA pursuant to its , and, if applicable, its Mass Arbitration Supplementary Rules, that are in effect at the time the arbitration is initiated (the "AAA Rules"), as modified by the terms set forth in this Agreement. Copies of the AAA rules can be obtained at the AAA's website ([www.adr.org](http://www.adr.org)). Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules, but in no event, unless you and CueRide agree otherwise, shall the arbitrator consolidate more than one person's Claims, or otherwise preside over any form of representative, collective, or class proceeding. The parties may select a different arbitration administrator, forum, and/or third party neutral upon mutual written agreement. If the AAA is unable or unwilling to administer the arbitration under this Arbitration Agreement, you and CueRide will select another arbitration provider, forum, and/or third party neutral upon mutual written agreement. If there is no agreement, a court will do so.

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As part of the arbitration, both you and CueRide will have the opportunity for reasonable discovery of non-privileged information that is relevant to the Claim. Except as specified in subsections (b) and (c) above, the arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. The arbitrator will provide a reasoned written statement of the arbitrator's decision which shall explain the award given and the findings and conclusions on which the decision is based.

The arbitrator will decide the substance of all claims in accordance with applicable law, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Riders or Drivers, but is bound by rulings in prior arbitrations involving the same Rider or Driver to the extent required by applicable law. The arbitrator's ruling will not be binding in proceedings involving different Riders or Drivers. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided that any award may be challenged in a court of competent jurisdiction.

### (f) Arbitration Fees and Awards.

The payment of filing and arbitration fees will be governed by the relevant AAA Rules subject to the following modifications:

If CueRide initiates arbitration under this Arbitration Agreement, CueRide will pay all AAA filing and arbitration fees.

With respect to any Claims brought by CueRide against a Driver, or for Claims brought by a Driver against CueRide that: (A) are based on an alleged employment relationship between CueRide and a Driver; (B) arise out of, or relate to, CueRide's actual deactivation of a Driver's User account or a threat by CueRide to deactivate a Driver's User account; (C) arise out of, or relate to, CueRide's actual termination of a Driver's Agreement with CueRide under the termination provisions of this Agreement, or a threat by CueRide to terminate a Driver's Agreement; (D) arise out of, or relate to, Fares (as defined in this Agreement, including CueRide's commission or fees on the Fares), tips, or average hourly guarantees owed by CueRide to Drivers for Rideshare Services, other than disputes relating to referral bonuses, other CueRide promotions, or consumer-type disputes, or (E) arise out of or relate to background checks performed in connection with a user seeking to become a Driver (the subset of Claims in subsections (A)-(E) shall be collectively referred to as "Driver Claims"), CueRide shall pay all costs unique to arbitration (as compared to the costs of adjudicating the same claims before a court), including the regular and customary arbitration fees and



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expenses (to the extent not paid by CueRide pursuant to the fee provisions above). However, if you are the party initiating the Driver Claim, you shall be responsible for contributing up to an amount equal to the filing fee that would be paid to initiate the claim in the court of general jurisdiction in the state in which you provide Rideshare Services to Riders, unless a lower fee amount would be owed by you pursuant to the AAA Rules, applicable law, or subsection (f)(1) above. Any dispute as to whether a cost is unique to arbitration shall be resolved by the arbitrator. For purposes of this Section 17(f)(2), the term "Driver" shall be deemed to include both Drivers and Driver applicants who have not been approved to drive.

Unless applicable law provides otherwise, each party shall pay its own attorneys' fees and pay any costs that are not unique to the arbitration (i.e., costs that each party would incur if the claim(s) were litigated in a court such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.). Notwithstanding the foregoing, an arbitrator may award costs as provided in Federal Rule of Civil Procedure 68 or any state equivalents (which the parties agree shall apply in arbitration).

At the end of any arbitration, the arbitrator may award reasonable fees and costs or any portion thereof to you if you prevail, to the extent authorized by applicable law.

Although under some laws CueRide may have a right to an award of attorneys' fees and non-filing fee expenses if it prevails in an arbitration, CueRide agrees that it will not seek such an award from you unless you are represented by an attorney or the arbitrator has determined that you or your counsel have violated the standards of Federal Rule of Civil Procedure 11(b), which the parties agree shall be applicable in arbitration.

If the arbitrator issues you an award that is greater than the value of CueRide's last written settlement offer made after you fully complied with the Pre-Arbitration Process described in subsection (d) above, then CueRide will pay you the amount of the award or U.S. \$1,000, whichever is greater. In determining whether you are entitled to the minimum \$1,000 payment, the arbitrator shall not consider amounts offered or awarded for attorneys' fees or costs.

### (g) Location and Manner of Arbitration.

Unless you and CueRide agree otherwise, the arbitration hearing, if any, between CueRide and a Rider will take place in the county of your billing address or by videoconference, and the arbitration hearing, if any, between CueRide and a Driver will take place in the county in which the Driver provides Rideshare Services or by videoconference. If AAA arbitration is unavailable in your county, the arbitration hearings will take place in the nearest available location for an AAA arbitration. Your right to the hearing and the format of the hearing

## CueRide Terms of Service

will be determined by the AAA Rules. You and CueRide agree that you and a CueRide representative will personally appear (which can include appearance by videoconference) at the hearing (along with your and CueRide's respective legal counsel, if the parties are represented by counsel).

(h) Additional Procedures for Coordinated Claims.

If 25 or more claimants submit Notices or seek to file arbitrations raising similar claims and are represented by the same or coordinated counsel (regardless of whether the cases are submitted simultaneously), the AAA's Mass Arbitration Supplementary Rules, as modified by this Arbitration Agreement, shall apply, and all of the cases must be resolved in arbitration in stages using bellwether proceedings if they are not resolved during the Pre-Arbitration Process. You agree to this process even though it may delay the arbitration of your claim. In the first stage, each side shall select up to 20 cases (40 cases total) to be filed in arbitration. The cases shall be resolved individually by different arbitrators to the extent that the AAA has a sufficient number of arbitrators available. If the AAA does not have a sufficient number of available arbitrators to decide all of the cases filed, the AAA may assign multiple cases to the same arbitrator, but the arbitrator must still resolve each case individually. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, administer, or demand payment of fees for arbitrations commenced in violation of this subsection 17(h).

After the first stage is completed, the parties must engage in a single mediation of all remaining cases, and CueRide will pay the mediation fee. The parties shall attempt to reach agreement on a mutually agreeable mediator. If the parties cannot reach an agreement, AAA will oversee a rank and strike process with the parties and, if no agreeable mediator is chosen, AAA may administratively appoint a mediator. If the parties cannot agree how to resolve the remaining cases after the conclusion of the first stage of bellwether proceedings, the process will be repeated until all claims are resolved, except that in the second and later stages each side shall select up to 50 cases (100 cases total) to be filed in arbitration. Between stages, counsel for the parties shall meet and confer regarding ways to improve the efficiency of the staged proceedings, including whether to further increase the number of cases filed in each stage.

If this subsection 17(h) applies to a Notice, the statute of limitations applicable to the claims and relief set forth in that Notice shall be tolled from the date the Notice is sent until that Notice is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have authority to enforce this subsection 17(h), including to enjoin the filing, assessing or demanding fees for, administration of, or prosecution of arbitrations. To the fullest extent permitted by applicable law, the parties consent to the jurisdiction and venue of the courts in San Francisco County, California, to enforce this subsection 17(h). Notwithstanding the foregoing

## CueRide Terms of Service

and any other provision of this Arbitration Agreement, if either party requests appointment of a process arbitrator, a process arbitrator may decide issues relating to compliance with the requirements of subsection 17(d) above or this subsection 17(h), or the issues that a process arbitrator may decide under Rule MA-6 of the AAA's Mass Arbitration Supplementary Rules.

This subsection 17(h) and each of its requirements are intended to be severable from the rest of this Arbitration Agreement. If, after exhaustion of all appeals, a court decides that the staging process in this subsection 17(h) is not enforceable, then the cases may be filed in arbitration.

### (i) Exceptions to Arbitration.

This Arbitration Agreement shall not require arbitration of the following types of claims: (1) small claims actions brought on an individual basis that are within the scope of such small claims court's jurisdiction, so long as the action is not removed or appealed to a court of general jurisdiction; (2) a representative action brought on behalf of others under PAGA or other private attorneys general acts, to the extent the representative PAGA Waiver in Section 17(c) of such action is deemed unenforceable by a court of competent jurisdiction under applicable law not preempted by the FAA; (3) claims for workers' compensation, state disability insurance and unemployment insurance benefits; (4) claims that may not be subject to arbitration as a matter of generally applicable law not preempted by the FAA; and (5) individual claims of sexual assault or sexual harassment in connection with the use of the CueRide Platform, CueRide Services, or Rideshare Services. Where these claims are brought in a court of competent jurisdiction consistent with Section 18, CueRide will not require arbitration of those claims. CueRide's agreement not to require arbitration of these claims does not waive the enforceability of any other provision of this Arbitration Agreement (including without limitation the waivers provided in Section 17(b)), or of the enforceability of this Arbitration Agreement as to any other dispute, claim, or controversy.

Nothing in this Arbitration Agreement prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board ("NLRB"), or Office of Federal Contract Compliance Programs, or similar local, state or federal agency, and nothing in this Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration. However, should you bring an administrative claim, you may only seek or recover money damages of any type pursuant to this Arbitration Agreement, and you knowingly and voluntarily waive the right to seek or recover money damages of any type pursuant to any administrative complaint, except for a complaint issued by the NLRB. Should you participate

## **CueRide Terms of Service**

in an NLRB proceeding, you may only recover money damages if such recovery does not arise from or relate to a claim previously adjudicated under this Arbitration Agreement or settled by you. Similarly, you may not recover money damages under this Arbitration Agreement if you have already adjudicated such claim with the NLRB. Nothing in this Agreement or Arbitration Agreement prevents your participation in an investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Agreement.

### **(j) Severability.**

Except as otherwise provided in the severability provisions in subsections (b) and (c) above, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable under applicable law not preempted by the FAA, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

### **(k) Driver Claims in Pending Settlement.**

### **(l) Opting Out of Arbitration for Driver Claims That Are Not in a Pending Settlement Action.**

As a Driver or Driver applicant, you may opt out of the requirement to arbitrate Driver Claims defined in Section 17(f)(2) (except as limited by Section 17(k) above) pursuant to the terms of this subsection if you have not previously agreed to an arbitration provision in CueRide's Terms of Service where you had the opportunity to opt out of the requirement to arbitrate. If you have previously agreed to such an arbitration provision, you may opt out of any revisions to your prior arbitration agreement made by this provision in the manner specified below, but opting out of this arbitration provision has no effect on any previous, other, or future arbitration agreements that you may have with CueRide. If you have not previously agreed to such an arbitration provision and do not wish to be subject to this Arbitration Agreement with respect to Driver Claims, you may opt out of arbitration with respect to such Driver Claims, other than those in a Pending Settlement Action, by notifying CueRide in writing of your desire to opt out of arbitration for such Driver Claims, which writing must be dated, signed and delivered by electronic mail to [arbitrationoptout@lyft.com](mailto:arbitrationoptout@lyft.com).

Cases have been filed against CueRide and may be filed in the future involving Driver Claims. You should assume that there are now, and may be in the future, lawsuits against CueRide alleging class, collective, and/or representative Driver Claims in which the plaintiffs seek to act on your behalf, and which, if successful, could result in some monetary recovery to you. But if you do agree to arbitration of Driver Claims with CueRide under this Arbitration Agreement, you are agreeing in advance that you will bring all such claims, and seek all monetary and other relief, against CueRide in an individual arbitration, except for the Driver Claims that are part of a Pending Settlement Action. You are also agreeing in advance that you will not participate in, or seek to recover monetary or other relief, for such claims in any court action or class,

## CueRide Terms of Service

collective, and/or representative action. You have the right to consult with counsel of your choice concerning this Arbitration Agreement and you will not be subject to retaliation if you exercise your right to assert claims or opt out of any Driver Claims under this Arbitration Agreement.

(m) Binding Effect; Third-Party Beneficiaries.

This Arbitration Agreement shall be binding upon, and shall include any claims brought by or against any third parties, including but not limited to your spouses, heirs, third-party beneficiaries and permitted assigns, where their underlying claim(s) arise out of or relate to your use of the CueRide Platform, CueRide Services, or Rideshare Services. To the extent that any third-party beneficiary to this Agreement brings claims against a party, those claims shall also be subject to this Arbitration Agreement.

### Choice of Forum and Class-Action and Coordinated-Action Waiver for Non-Arbitrated Claims

Claims (1) excepted from arbitration by, and brought consistent with, Section 17(i) or (2) otherwise determined by a court of competent jurisdiction not to be subject to arbitration, shall be brought exclusively in the state or federal courts in the state in which the incident or accident underlying the plaintiff's claim(s) occurred, notwithstanding that other courts may have subject matter jurisdiction over the claims or personal jurisdiction over the parties.

If for any reason claims do not proceed in arbitration, such claims may be brought and litigated on an individual basis only. On an individual basis means that you cannot bring such claims as a class, collective, coordinated, consolidated, mass, multi-plaintiff, joint, and/or representative action against CueRide, or otherwise seek to include your claims or case in a pending class, collective, coordinated, consolidated, mass, multi-plaintiff, joint, and/or representative action against CueRide. No action brought by you may be consolidated or joined in any fashion with any other proceeding, except that the parties may agree to participate in a class-wide settlement. The interpretation, enforceability, and validity of this paragraph shall be governed by the laws of the State of Delaware without regard to choice of law principles, and by any applicable federal law. If Delaware law is inapplicable for any reason, then the interpretation, enforceability, and validity of this paragraph shall be governed by the law of the state where the court of competent jurisdiction deciding the claims is located. If there is a final judicial determination that any part of this paragraph is unenforceable or unlawful for any reason, the unenforceable or unlawful portion shall be severed and severance shall have no effect whatsoever on the enforceability, applicability, or validity of any other part of this Agreement, including without limitation the choice-of-forum provision in the preceding paragraph.

### Confidentiality

## **CueRide Terms of Service**

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to CueRide's business, operations and properties, information about a User made available to you in connection with such User's use of the CueRide Platform, which may include the User's name, pick-up location, contact information and photo ("Confidential Information") disclosed to you by CueRide for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties, and you agree not to store separate and outside of the CueRide Platform any Confidential Information obtained from the CueRide Platform. As a Driver, you understand that some of the Confidential Information you receive may be protected by federal and/or state confidentiality laws, such as the Health Information Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy and security of protected (patient) health information. You understand that any violation of the Agreement's confidentiality provisions may violate HIPAA or other federal and/or state confidentiality laws and could result in civil or criminal penalties against you. You will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to CueRide with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by CueRide or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of CueRide; becomes known to you, without restriction, from a source other than CueRide without breach of this Agreement by you and otherwise not in violation of CueRide's rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that you shall provide prompt notice of such court order or requirement to CueRide to enable CueRide to seek a protective order or otherwise prevent or restrict such disclosure.

### **Relationship with CueRide**

As a Driver on the CueRide Platform, you acknowledge and agree that you and CueRide are in a direct business relationship, and the relationship between the parties under this Agreement is solely that of independent contracting parties. You and CueRide expressly agree that (1) this is not an employment agreement and does not create an employment relationship between you and CueRide; and (2) no joint venture, franchisor-franchisee, partnership, or agency relationship is intended or created by this Agreement. You have no authority to bind CueRide, and you will not hold yourself out as an employee, agent or authorized representative of CueRide.

CueRide does not, and shall not be deemed to, direct or control you generally or in your performance under

## CueRide Terms of Service

this Agreement specifically, including in connection with your provision of Rideshare Services, your acts or omissions, or your operation and maintenance of your vehicle. You retain the sole right to determine when, where, and for how long you will use the CueRide Platform. CueRide does not, and shall not be deemed to, unilaterally prescribe specific dates, times of day, or any minimum number of hours for you to use the CueRide Platform. You retain the option to accept or to decline or ignore a Rider's request for Rideshare Services via the CueRide Platform, or to cancel an accepted request for Rideshare Services via the CueRide Platform, subject to CueRide's then-current cancellation policies. CueRide does not, and shall not be deemed to, require you to accept any specific request for Rideshare Services as a condition of maintaining access to the platform. With the exception of any signage required by law or permit/license rules or requirements, CueRide shall have no right to require you to: (a) display CueRide's names, logos or colors on your vehicle(s); or (b) wear a uniform or any other clothing displaying CueRide's names, logos or colors. You acknowledge and agree that you have complete discretion to provide Rideshare Services or otherwise engage in any other business or employment activities, including but not limited to providing services similar to the Rideshare Services to other companies, and that CueRide does not, and shall not be deemed to, restrict you from engaging in any such activity.

### Third-Party Services

In addition to connecting Riders with Drivers, the CueRide Platform may enable Users to provide services or receive services from other third parties. For example, Users may be able to use the CueRide Platform to plan and reserve rides on public transportation, take a ride in an Autonomous Vehicle provided by a third party, rent vehicles, bikes, scooters, or other similar personal transportation devices provided by a third party, receive roadside assistance, or obtain financial, vehicle repair, insurance, or other services provided by third parties (collectively, the "Third-Party Services"). This Agreement between you and CueRide governs your use of the CueRide Platform in connection with the Third-Party Services.

In addition, you understand that the Third-Party Services may also be subject to terms and pricing of the third-party provider (collectively, the "Third-Party Terms") which will govern your relationship with such third-party provider, as applicable. You agree that CueRide is not responsible and may not be held liable for the Third-Party Services or the actions or omissions of the third-party provider. Such Third-Party Services may not be investigated, monitored or checked for accuracy, appropriateness, or completeness by CueRide, and CueRide is not responsible for any Third-Party Services accessed through the CueRide Platform. This Agreement incorporates by reference , which are Third-Party Terms.

In the event of a conflict in the terms of any Third-Party Terms and this Agreement, the terms of this

## CueRide Terms of Service

Agreement shall control with respect to CueRide and your agreements with CueRide herein, and the limitations of liability set forth in Section 15 above shall also apply to the third-party provider. The Dispute Resolution and Arbitration Agreement provisions in Section 17 above shall apply instead of any terms in any Third-Party Terms for all purposes except with respect to claims that are solely against the third-party provider.

### General

Except as provided in Sections 17 and 18, this Agreement shall be governed by the laws of the State of California without regard to choice of law principles. This choice of law provision is only intended to specify the use of California law to interpret this Agreement and is not intended to create any other substantive right to non-Californians to assert claims under California law whether by statute, common law, or otherwise. If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions of this Agreement. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement. You agree that this Agreement and all incorporated agreements may be automatically assigned by CueRide, in our sole discretion by providing notice to you. You may not assign this Agreement without CueRide's prior written approval. Any purported assignment by you in violation of this Section 22 shall be void. Except as explicitly stated otherwise, any notices to CueRide shall be given by certified mail, postage prepaid and return receipt requested to CueRide, Inc., 548 Market Street, #68514 San Francisco, CA 94104. Any notices to you shall be provided to you through the CueRide Platform or given to you via the email address or physical address you provide to CueRide during the registration process. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. The words "include", "includes" and "including" are deemed to be followed by the words "without limitation." A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches, any such waiver shall be in writing. This Agreement sets forth the entire understanding and agreement between you and CueRide with respect to the subject matter hereof and supersedes all previous understandings and agreements between the parties, whether oral or written.

If you have any questions regarding the CueRide Platform, CueRide Services, or Rideshare Services, please contact us through our .

CueRide Privacy Policy

Last Updated: December 13, 2024



## **CueRide Terms of Service**

To power CueRide and your experience, we need to collect, use, and share some of your personal information. This Privacy Policy is meant to help you understand how CueRide does that and how to exercise the choices and rights you have in your information.

CueRide's provides additional information about our commitment to respecting your personal information, including ways for you to access and delete that information.

### **The Scope of This Policy**

This policy applies to all CueRide users, including Riders and Drivers (including Driver applicants), and to all CueRide platforms and services, including our applications, websites, technology, facilities, and other services (collectively, the "CueRide Platform"). This policy applies only to personal information, not to aggregate information or information that does not identify you. Please remember that your use of the CueRide Platform is also subject to our . Certain elements of the CueRide Platform may operate under separate or additional terms or practices different from or in addition to those described in this policy; in those cases, you will be provided separate notice and information relevant to your use of those parts of the CueRide Platform.

For users in California, Canada, Colorado, Connecticut, Delaware, Iowa, Maryland, Minnesota, Montana, Nebraska, New Hampshire, New Jersey, Oregon, Tennessee, Texas, Utah, and Virginia: Additional information regarding CueRide's privacy practices under jurisdiction-specific privacy laws is available .

### **Information We Collect**

When you use the CueRide Platform, we collect the information you provide, usage information, and

## CueRide Terms of Service

information about your device. We also collect information about you from other sources like service providers, and optional programs in which you participate, which we may combine with other information we have about you. Here are the types of information we collect about you:

### A. Information You Provide to Us

**Your Account.** When you create an account with CueRide, we collect the information you provide us, such as your name, email address, phone number, birth date, profile photo, and payment information. You may choose to share additional info with us for your profile, like saved addresses (e.g., home or work) and gender, and set up other preferences (such as your preferred pronouns). We may ask at the time you set up an account and thereafter that you provide additional information related to the identity of your account, such as documents related to identification (e.g., driver's license), a profile picture, or "selfie" imagery. If you choose to engage in additional offerings on the CueRide Platform (e.g., linking to other accounts like travel rewards), you may provide us additional information relevant to those offerings.

**Driver Information.** If you apply to be a Driver, we will collect the information you provide in your application, including your name, email address, phone number, birth date, profile photo, physical address, government identification number (such as social security number), driver's license information (including gender), vehicle information, and car insurance information. We collect the payment information you provide us, including your bank routing numbers and tax information. Depending on where you want to drive, we may also ask for additional business license or permit information or other information to manage driving and programs relevant to that location.

**User Content.** When you rate and provide feedback about the CueRide Platform (including about Riders or Drivers), we collect all of the information you provide in your feedback. When you contact us or we contact you, including through surveys or research projects, we collect any information that you provide, including the contents of the messages or attachments you send us. Users may choose to send us audio and video content, including in-ride recordings that may be initiated through the CueRide app.

### Information We Collect

**Location Information.** The CueRide Platform collects location information. This includes approximate and precise location through GPS and WiFi data, IP address, Bluetooth data, and any other location information you choose to share with us. Our processing of this information differs depending on your CueRide app settings, device permissions, and whether you are using the platform as a Rider or Driver:

**Riders:** We collect your device's precise location when you open and use the CueRide app, including while

## CueRide Terms of Service

the app is running in the background from the time you request a ride until it ends. You may otherwise choose to allow CueRide to collect your device's precise location if you explicitly grant permission to enable certain products or features. CueRide also tracks the precise location of scooters and e-bikes at all times.

**Drivers:** We collect your device's precise location when you open and use the app, including while the app is running in the background. We also collect precise location for a limited time after you exit driver mode in order to detect ride incidents, and continue collecting it until a reported or detected incident is no longer active. If you choose to install a CueRide Platform device in or on your vehicle (e.g., a CueRide dashboard device or a tablet), that device may collect precise location information when turned on.

**Usage Information.** We collect information about your use of the CueRide Platform, including ride information like the date, time, destination, distance, route, payment, and whether you used a promotional or referral code. Our e-bikes and scooters may collect mobile sensor data, such as speed, direction, altitude, acceleration, deceleration, and other technical data. We also collect information about your interactions with the CueRide Platform like our apps and websites, including the pages and content you view and the dates and times of your use.

**Device Information.** We collect information about the devices you use to access the CueRide Platform, including device model, IP address, type of browser, version of operating system, identity of carrier and manufacturer, radio type (such as 4G), preferences and settings (such as preferred language), application installations, device identifiers, advertising identifiers, and push notification tokens. If you are a Driver, we also collect mobile sensor data from your device (such as speed, direction, height, acceleration, deceleration, and other technical data). If you have installed a CueRide Platform device in your vehicle (e.g., a CueRide dashboard device or tablet), that device may similarly collect sensor data and other information like location, as described when you choose and set up such devices. If a Driver chooses to register with CueRide that they use a dashboard recording device, we will receive the information they provide to us about that device (e.g., device serial number).

**Communications Between Riders and Drivers.** We work with a third party to facilitate phone calls and text messages between Riders and Drivers without sharing either party's actual phone number with the other. But while we use a third party to provide the communication service, we collect information about these communications and CueRide Platform chat communications, including the participants' phone numbers, the date and time, and the contents of SMS and chat messages. For security purposes, we may also monitor or record the contents of phone calls made through the CueRide Platform, but we will always let you know we are about to do so before the call begins.

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**Address Book Contacts.** You may set your device permissions to grant CueRide access to your contact lists and direct CueRide to access your contact list, for example to help you refer friends to CueRide. If you choose to do this, we will access the names and contact information of the people in your address book.

**Calendar Information.** You may set your device permissions or otherwise grant CueRide access to your chosen calendar and direct CueRide to access calendar information, for example to help you get alerts to order a ride for your upcoming trip. If you choose to do this, we will access and store information available in your calendar to use in providing you these optional features. CueRide will adhere to the applicable calendar provider policies, including , which impose certain limitations on the use of data collected from user's calendar accounts. You may remove CueRide's access to your accounts at any time either in-app or through your account provider settings.

**Cookies, Analytics, and Third-Party Technologies.** We collect and use information through the use of "cookies," tracking pixels, data analytics tools like , SDKs, and other third-party tracking technologies on and off the CueRide Platform to understand how you navigate through the CueRide Platform and interact with advertisements, to make your CueRide experience safer, to learn what content is popular, to improve your experience with us, to serve you or others better ads, and to save your preferences.

**Inferences.** We may infer certain information from your interactions with the CueRide Platform and other personal information available to us. For example, if you frequently ride to or from airports, we may infer you are a frequent traveler. We may infer your approximate location from your precise location. We may also draw inferences from the information you provide to us, such as inferring your gender based on your first name.

### Information We Collect

**Service Providers and Other Parties.** Service providers and other parties provide us with information needed for core aspects of the CueRide Platform, as well as for additional services, programs, loyalty benefits, and promotions that can enhance your CueRide experience. These service providers and other parties include background check providers, insurance partners, financial service providers, marketing providers, and other businesses. We obtain the following information about you from these parties:

Information to make the CueRide Platform safer, like background check information or identity verification information;

Information about your participation in third-party programs that provide things like insurance coverage and financial instruments, such as insurance, payment, transaction, and fraud detection information;

## CueRide Terms of Service

Information to operationalize loyalty and promotional/marketing programs or applications, services, or features you choose to connect or link to your CueRide account, such as information about your use of such programs, applications, services, or features; and

Information about you provided by specific services, such as vehicle, demographic, and other information that helps us provide services or to personalize our marketing.

Enterprise Programs. If you use CueRide through your employer or other organization that participates in one of our CueRide Business enterprise programs, we will collect information about you from those parties, such as your name and contact information.

Concierge Service. Sometimes another business or entity may order you a CueRide ride. If an organization has ordered a ride for you using our Concierge service, they will provide us your contact information and the pickup and drop-off location of your ride.

Referral Programs. If someone refers you to CueRide, we will collect information about you from that referral including your name and contact information.

Other Users and Sources. Other users or public or third-party sources such as law enforcement, insurers, media, or pedestrians may provide us information about you, for example as part of an investigation into an incident or to provide you support.

### How We Use

We use your personal information to:

Provide the CueRide Platform;

Maintain the security and safety of the CueRide Platform and its users;

Build and maintain the CueRide community;

Provide customer support;

Improve the CueRide Platform;

Respond to legal proceedings and obligations; and

Provide marketing and advertising.

Providing the CueRide Platform. We use your personal information to provide an intuitive, useful, efficient, and worthwhile experience on our platform. To do this, we use your personal information to:

Verify your identity and maintain your account, settings, and preferences;

Connect you to your rides and track their progress;

## **CueRide Terms of Service**

Provide various CueRide Platform offerings to you, such as third party promotional advertisements that may be personalized to you;

Calculate fares and earnings and process payments;

Allow Riders and Drivers to connect regarding their ride and to choose to share their location with others;

Communicate with you about your use of the CueRide Platform and experience;

Collect feedback regarding your experience;

Facilitate additional services and programs with third parties; and

### **Promotions**

Maintaining the Security and Safety of the CueRide Platform and its Users. Providing you a secure and safe experience drives our platform, both on the road and on our apps. To do this, we use your personal information to:

Authenticate and verify users;

Verify that Drivers and their vehicles meet safety requirements;

Prevent, investigate, and resolve incidents, accidents, and insurance claims;

Prevent, investigate, and resolve theft, vandalism, and misuse of the system;

Encourage safe driving behavior and avoid unsafe activities;

Find and prevent fraud; and

Block and remove unsafe or fraudulent users from the CueRide Platform.

Building and Maintaining the CueRide Community. CueRide works to be a positive part of the community. We use your personal information to:

### **Promotions**

Personalize and provide content, experiences, communications, and targeted advertising to promote and grow the CueRide Platform; and

Help facilitate donations you choose to make through the CueRide Platform.

Providing Customer Support. We work hard to provide the best experience possible, including supporting you when you need it. To do this, we use your personal information to:

Investigate and assist in resolving questions or issues regarding the CueRide Platform; and

Provide support or respond to requests and issues.

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Improving the CueRide Platform. We are always working to improve the CueRide Platform and provide new and helpful features. To do this, we use your personal information to:

Perform research, testing, and analysis;

Develop new products, features, partnerships, and services;

Prevent, find, and resolve software or hardware bugs and issues; and

Monitor and improve our operations and processes, including security practices, algorithms, and other modeling.

Responding to Legal Proceedings and Requirements. Sometimes the law, government entities, or other regulatory bodies impose demands and obligations on us with respect to the services we seek to provide. In such a circumstance, we may use your personal information to respond to those demands or obligations.

Marketing and Advertising. To grow the CueRide Platform and to share partner opportunities that are relevant to you, we use your personal information, including information we infer about you or receive from marketing parties, to provide CueRide and third party marketing, advertising, and promotions that may be personalized to you. This may include, for example, your observed or inferred approximate location and trip history. To learn more about your choices regarding marketing and advertising, visit .

### How We Disclose Your Information

We do not sell your personal information to third parties for money -- no one can buy the personal information we collect from and about you and we do not act as a data broker. However, we may need to share your personal information with third parties to deliver relevant personalized ads to you on and off the CueRide Platform. Some of these disclosures may constitute "sharing" or the "sale" of personal information for "targeted advertising" purposes under certain local (e.g., U.S. state) privacy laws, which we describe in more detail . This section otherwise explains when, why, and with whom we disclose your information.

## Sharing

Riders and Drivers.

Rider information shared with Driver: As part of surfacing the ride request and enabling the ride, we share with the Driver the Rider's pickup and destination, location, name, profile photo, rating, Rider statistics (like approximate number of rides and years as a Rider), and information the Rider includes in their Rider profile (like preferred pronouns) as well as any additional stops the Rider inputs into the CueRide app. Once the ride is finished, we also eventually share the Rider's rating and feedback with the Driver. (We remove the Rider's identity associated with ratings and feedback when we share it with Drivers, but a Driver may be able to

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identify the Rider that provided the rating or feedback.)

**Driver information shared with Rider:** Upon a Driver accepting a requested ride, we will share with the Rider the Driver's name, profile photo, preferred pronouns, rating, real-time location, and the vehicle make, model, color, and license plate, as well as other information in the Driver's CueRide profile, such as information Drivers choose to add (like country flag and why you drive) and Driver statistics (like approximate number of rides and years as a Driver).

Although we help Riders and Drivers communicate with one another to arrange a pickup, we do not share your actual phone number or other contact information with other users when enabling this. If you report a lost or found item to us, we will seek to connect you with the relevant Rider or Driver, which may include sharing actual contact information with your consent.

**Shared Ride Riders.** When Riders use a CueRide shared ride, we share each Rider's name and profile picture to ensure safety. Riders may also see each other's pickup and drop-off locations as part of knowing the route while sharing the ride.

**Rides Requested or Paid For by Others.** Some rides may be requested or paid for by others. If a ride is requested or taken using a CueRide Business Profile account; a pass, code or coupon; a subsidized program (e.g., transit or government); a corporate credit card linked to another account; or another user or entity otherwise requests or pays for or portion of a ride, we may share some or all of that ride's details with that other party, including rider and driver information (e.g., name, rider phone number), the date, time, charge, region of trip, pick up and drop off location of the ride, feedback and rating regarding the ride, and information related to incidents and accidents that may have occurred.

**Linked Accounts and Sharing Upon Your Request.** If you use the CueRide Platform as part of a CueRide Family account linked with others or if you direct us to share your information with trusted contacts, we will then share with those parties information about your use of the CueRide Platform, such as the live location of your ride.

**Referral Programs.** If you refer someone to the CueRide Platform, we will let them know that you generated the referral. If another user referred you, we may share information about your use of the CueRide Platform with that user. For example, a referral source may receive a bonus when you join the CueRide Platform or complete a certain number of rides and would receive such information.

### B. Disclosures to Service Providers to Provide the CueRide Platform, and Other Parties

Depending on whether you're a Rider or a Driver, CueRide may disclose the following categories of your personal information to provide you with a variety of the CueRide Platform's features and services:



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Personal identifiers (such as your name, address, email address, phone number, date of birth, government identification number (including social security number)), driver's license information and image, profile photo, "selfie" photos and imagery, vehicle information, and car insurance information;

Financial information, such as bank routing numbers, tax information, and any other payment information you provide us;

Commercial information, such as ride information, Driver/Rider statistics and feedback, and Driver/Rider transaction and ride history;

Internet or other electronic network activity information, such as your IP address, type of browser, version of operating system, carrier and/or manufacturer, device identifiers, and mobile and other forms of advertising identifiers;

Location data;

Inferences we may make from your interactions with the CueRide Platform and other personal information available to us; and

This and other information you may direct us to disclose to other parties, such as when you choose to link your CueRide account with a separate travel rewards program or when you choose to engage with an offering from another company through the CueRide Platform.

We disclose those categories of personal information to these other parties and service providers to fulfill the following purposes:

Maintaining and servicing your CueRide account;

Processing or fulfilling rides or other offerings of the CueRide Platform;

Providing you customer service;

Processing transactions and payments;

Processing Driver applications;

Verifying the identity of users;

Detecting and preventing fraud and unsafe activity;

Processing insurance claims;

Providing Driver loyalty and promotional programs;

Providing marketing and advertising services, including targeted and cross-contextual behavioral advertising, that you may receive on or off CueRide's Platform;

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Providing financing;

Providing requested emergency services;

Providing analytics services to and by CueRide; and

Undertaking research to develop and improve the CueRide Platform.

### C. For Legal Reasons and to Protect the CueRide Platform

We may disclose your personal information in response to a legal obligation, or if we have determined that disclosing your personal information is reasonably necessary or appropriate to:

Comply with any applicable federal, state, or local law or regulation, civil, criminal or regulatory inquiry, investigation or legal process, enforceable governmental request, or requirement as condition to operate (e.g., operating permit, license or agreement);

Respond to legal process (such as a search warrant, subpoena, summons, or court order);

Enforce our Terms of Service;

Cooperate with law enforcement agencies concerning conduct or activity that we reasonably and in good faith believe may violate federal, state, or local law; or

Exercise or defend legal claims, protect against harm to our rights, property, interests, or safety or the rights, property, interests, or safety of you, third parties, or the public as required or permitted by law.

### D. In Connection with Sale or Merger

We may disclose your personal information while negotiating or in relation to a change of corporate control such as a restructuring, merger, or sale of our assets.

### E. Upon Your Further Direction

With your permission or upon your direction, we may disclose your personal information to interact with a third party or for other purposes.

### How We Store and Protect Your Information

We retain your information for as long as necessary to provide you and our other users the CueRide Platform. This means we keep your profile information for as long as you maintain an account. We retain transactional information such as rides and payments for at least seven years to ensure we can perform legitimate business functions, such as accounting for tax obligations. We also retain your information as necessary to comply with our legal obligations, resolve disputes and enforce our terms and policies. If you request account deletion, we will delete your information as set forth in the "Deleting Your Account" section below.

## CueRide Terms of Service

We take reasonable and appropriate measures designed to protect your personal information. But no security measures can be 100% effective, and we cannot guarantee the security of your information, including against unauthorized intrusions or acts by third parties.

### Your Rights And Choices Regarding Your Data

As explained more below and on our , CueRide provides ways for you to access and delete your personal information as well as exercise applicable data rights that give you certain control over your personal information.

#### A. All Users

**Email Subscriptions.** You can always unsubscribe from our commercial or promotional emails by clicking unsubscribe in those messages. We will still send you transactional and relational emails about your use of the CueRide Platform.

**Text Messages.** You can opt out of receiving commercial or promotional text messages by texting the word END to 46080 from the mobile device receiving the messages. You may also opt out of receiving all texts from CueRide (including transactional or relational messages) by texting the word STOPALL to 46080 from the mobile device receiving the messages. Note that opting out of receiving all texts may impact your use of the CueRide Platform. Drivers can also opt out of driver-specific messages by texting STOP in response to a driver SMS. To re-enable texts you can text START in response to an unsubscribe confirmation SMS.

**Push Notifications.** You can opt out of receiving push notifications through your device settings. Please note that opting out of receiving push notifications may impact your use of the CueRide Platform (such as receiving a notification that your ride has arrived).

**Profile Information.** You can review and edit certain account information you have chosen to add to your profile by logging in to your account settings and profile.

**Location Information.** You can prevent your device from sharing location information through your device's system settings. But if you do, this may impact CueRide's ability to provide you our full range of features and services. You may also control some elements of sharing your location with CueRide in your CueRide account settings.

**Cookie Tracking and Personalized Advertising.** Your browser and devices may offer some controls regarding personalized advertising. You may also modify your personalized advertising setting . See also the jurisdiction-specific rights as applicable.

**Accessing Your Information.** If you would like to access your personal information, please visit . You can also

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see information we have about you by logging into your account and viewing things like your profile, settings, and preferences (like preferred pronouns and address shortcuts such as home and work), ride history, or payment information. In addition, you may have some information included in things we have sent to you, such as ride receipts.

**Deleting Your Account.** If you would like to delete your CueRide account, please visit [. In some cases, we will be unable to delete your account, such as if there is an issue with your account related to trust, safety, or fraud. When we delete your account, we may retain certain information for legitimate business purposes or to comply with legal or regulatory obligations. For example, we may retain your information to resolve open insurance claims, or we may be obligated to retain your information as part of an open legal claim. When we retain such data, we do so in ways designed to prevent its use for other purposes.](#)

### B. Jurisdiction-Specific Rights

Some states such as California, Colorado, Connecticut, Delaware, Iowa, Maryland, Minnesota, Montana, Nebraska, New Hampshire, New Jersey, Oregon, Tennessee, Texas, Utah, and Virginia provide specific rights to residents of the state regarding personal information. Similarly, specific rights may be provided in Canada. To see more information about these rights and how to exercise them, see [.](#)

### Children's Data

CueRide is not directed to children, and we don't knowingly collect personal information from children under the age of 16. If we find out that a child under 16 has given us personal information, we will take steps to delete that information. If you believe that a child under the age of 16 has given us personal information, please contact us at our [.](#)

### Links to Third-Party Websites

The CueRide Platform may contain links or references to third-party websites, products, or services. Those third parties may have privacy policies that differ from ours. We are not responsible for those third parties and their websites, products or services, and we recommend that you review their policies. Please contact those parties directly if you have any questions about their privacy policies.

### Changes to This Privacy Policy

We may update this policy from time to time as the CueRide Platform changes and privacy law evolves. If we update it, we will do so online, and if we make material changes, we will let you know through the CueRide Platform or by some other method of communication like email. When you use CueRide, you are agreeing to the most recent terms of this policy.

## **CueRide Terms of Service**

CueRide operates with an unwavering commitment to rider safety through 100% sober transportation. All Drivers agree to maintain sobriety while operating under CueRide's platform, and may be subject to periodic verification. Riders are encouraged to report any concerns related to a Driver's fitness to operate.

### **CueRide Sobriety Commitment**

### **Contact Us**

If you have any questions or concerns about your privacy or anything in this policy, including if you need to access this policy in an alternative format, we encourage you to .