**Terms and Conditions of Use**

Effective: July 19, 2018

**1. Contractual Relationship**

These Terms of Use ("Terms") govern your access or use, from within the United States and its territories and possessions, of the applications, websites, content, products, and services (the "Services," as more fully defined below in Section 3) made available in the United States and its territories and possessions by VERO 1 TECHNOLOGIES, LLC and its parents, subsidiaries, representatives, affiliates, officers and directors (collectively, "VERO 1"). PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND VERO 1. In these Terms, the words "including" and "include" mean "including, but not limited to."

By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. VERO 1 may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

**IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH VERO 1 ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.**

Supplemental terms may apply to certain Services, such as policies for a particular event, program, activity or promotion, and such supplemental terms will be disclosed to you in separate region-specific disclosures (e.g., a particular city webpage on VERO 1.com) or in connection with the applicable Service(s). Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

VERO 1 may amend the Terms from time to time. Amendments will be effective upon VERO 1's posting of such updated Terms at this location or in the amended policies or supplemental terms on the applicable Service(s). Your continued access or use of the Services after such posting confirms your consent to be bound by the Terms, as amended. If VERO 1 changes these Terms after the date you first agreed to the Terms (or to any subsequent changes to these Terms), you may reject any such change by providing VERO 1 written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective" date above. This written notice must be provided either (a) by mail or hand delivery to our registered agent for service of process, c/o VERO 1 USA, LLC (the name and current contact information for the registered agent in each state are available online [here](https://ct.wolterskluwer.com/sop-locations)), or (b) by email from the email address associated with your Account to: change-dr@VERO 1.com. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to these Terms. By rejecting changes, you are agreeing that you will continue to be bound by the provisions of these Terms as of the date you first agreed to the Terms (or to any subsequent changes to these Terms).

VERO 1’s collection and use of personal information in connection with the Services is described in VERO 1's Privacy Statements located at [www.VERO 1.com/legal/privacy](https://www.uber.com/legal/usa/privacy).

**2. Arbitration Agreement**

**By agreeing to the Terms, you agree that you are required to resolve any claim that you may have against VERO 1 on an individual basis in arbitration, as set forth in this Arbitration Agreement. This will preclude you from bringing any class, collective, or representative action against VERO 1, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against VERO 1 by someone else.**

**Agreement to Binding Arbitration Between You and VERO 1.**

You and VERO 1 agree that any dispute, claim or controversy arising out of or relating to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Services at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between you and VERO 1, and not in a court of law.

You acknowledge and agree that you and VERO 1 are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and VERO 1 otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and VERO 1 each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

**Rules and Governing Law.**

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA’s Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement. The AAA Rules are available at [www.adr.org/arb\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.

The parties agree that the arbitrator (“Arbitrator”), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of California.

**Process.**

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at [www.adr.org](http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_004175) or by calling the AAA at 1-800-778-7879). The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an Arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the Arbitrator in accordance with the AAA Rules.

**Location and Procedure.**

Unless you and VERO 1 otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed $10,000, then the arbitration will be conducted solely on the basis of documents you and VERO 1 submit to the Arbitrator, unless you request a hearing or the Arbitrator determines that a hearing is necessary. If your claim exceeds $10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

**Arbitrator's Decision.**

The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator’s decision shall be final and binding on all parties. An Arbitrator’s decision and judgment thereon shall have no precedential or collateral estoppel effect.

**Fees.**

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

**Changes.**

Notwithstanding the provisions in Section I above, regarding consent to be bound by amendments to these Terms, if VERO 1 changes this Arbitration Agreement after the date you first agreed to the Terms (or to any subsequent changes to the Terms), you may reject any such change by providing VERO 1 written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective" date above. This written notice must be provided either (a) by mail or hand delivery to our registered agent for service of process, c/o VERO 1 USA, LLC (the name and current contact information for the registered agent in each state are available online [here](https://ct.wolterskluwer.com/sop-locations)), or (b) by email from the email address associated with your Account to: change-dr@VERO 1.com. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this Arbitration Agreement. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and VERO 1 in accordance with the provisions of this Arbitration Agreement as of the date you first agreed to the Terms (or to any subsequent changes to the Terms).

**Severability and Survival.**

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision shall be severed from these Terms; (2) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties’ ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

**3. The Services**

The Services comprise mobile applications and related services (each, an "Application"), which enable users to arrange and schedule transportation, logistics and/or delivery services and/or to purchase certain goods, including with third party providers of such services and goods under agreement with VERO 1 or certain of VERO 1's affiliates ("Third Party Providers"). In certain instances the Services may also include an option to receive transportation, logistics and/or delivery services for an upfront price, subject to acceptance by the respective Third Party Providers. Unless otherwise agreed by VERO 1 in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use. YOU ACKNOWLEDGE THAT YOUR ABILITY TO OBTAIN TRANSPORTATION, LOGISTICS AND/OR DELIVERY SERVICES THROUGH THE USE OF THE SERVICES DOES NOT ESTABLISH VERO 1 AS A PROVIDER OF TRANSPORTATION, LOGISTICS OR DELIVERY SERVICES OR AS A TRANSPORTATION CARRIER.

**License.**

Subject to your compliance with these Terms, VERO 1 grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by VERO 1 and VERO 1's licensors.

**Restrictions.**

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by VERO 1; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

**Provision of the Services.**

You acknowledge that portions of the Services may be made available under VERO 1's various brands or request options associated with transportation or logistics, including the transportation request brands currently referred to as "VERO 1," "VERO 1X," "VERO 1XL," "VERO 1BLACK," “VERO 1SELECT,” "VERO 1SUV" and "VERO 1LUX" and the logistics request products currently referred to as "VERO 1RUSH," and "VERO 1EATS." You also acknowledge that the Services may be made available under such brands or request options by or in connection with: (i) certain of VERO 1's subsidiaries and affiliates; or (ii) independent Third Party Providers, including Transportation Network Company drivers, Transportation Charter Permit holders or holders of similar transportation permits, authorizations or licenses.

**Third Party Services and Content.**

The Services may be made available or accessed in connection with third party services and content (including advertising) that VERO 1 does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. VERO 1 does not endorse such third party services and content and in no event shall VERO 1 be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

**Ownership.**

The Services and all rights therein are and shall remain VERO 1's property or the property of VERO 1's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner VERO 1's company names, logos, product and service names, trademarks or services marks or those of VERO 1's licensors.

**4. Access and Use of the Services**

**User Accounts.**

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account, unless a specific Service permits otherwise. Account registration requires you to submit to VERO 1 certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method supported by VERO 1. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by VERO 1 in writing, you may only possess one Account.

**User Requirements and Conduct.**

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation or logistics services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when accessing or using the Services, and you may only access or use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You may not in your access or use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity or other method of identity verification to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity or other method of identity verification.

**Text Messaging and Telephone Calls.**

You agree that VERO 1 may contact you by telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with an VERO 1 account, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any property, goods or services. You also understand that you may opt out of receiving text messages from VERO 1 at any time, either by texting the word “STOP” to 89203 using the mobile device that is receiving the messages, or by contacting help.VERO 1.com. If you do not choose to opt out, VERO 1 may contact you as outlined in its User Privacy Statement, located at [www.VERO 1.com/legal/privacy](https://www.uber.com/legal/usa/privacy).

**Referrals and Promotional Codes.**

VERO 1 may, in its sole discretion, create referral and/or promotional codes ("Promo Codes") that may be redeemed for discounts on future Services and/or a Third Party Provider's services, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that VERO 1 establishes. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by VERO 1; (iii) may be disabled by VERO 1 at any time for any reason without liability to VERO 1; (iv) may only be used pursuant to the specific terms that VERO 1 establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. VERO 1 reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by you or any other user in the event that VERO 1 determines or believes that the use of the referral system or use or redemption of the Promo Code was in error, fraudulent, illegal, or otherwise in violation of VERO 1’s Terms.

**User Provided Content.**

VERO 1 may, in VERO 1's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to VERO 1 through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to VERO 1, you grant VERO 1 a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and VERO 1's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant VERO 1 the license to the User Content as set forth above; and (ii) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor VERO 1's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by VERO 1 in its sole discretion, whether or not such material may be protected by law. VERO 1 may, but shall not be obligated to, review, monitor, or remove User Content, at VERO 1's sole discretion and at any time and for any reason, without notice to you.

**Network Access and Devices.**

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. VERO 1 does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

**5. Payment**

You understand that use of the Services may result in charges to you for the services or goods you receive ("Charges"). VERO 1 will receive and/or enable your payment of the applicable Charges for services or goods obtained through your use of the Services. Charges will be inclusive of applicable taxes where required by law. Charges may include other applicable fees, tolls, and/or surcharges including a booking fee, municipal tolls, airport surcharges or processing fees for split payments. Please visit [www.VERO 1.com/cities](http://www.uber.com/cities) for further information on your particular location.

All Charges and payments will be enabled by VERO 1 using the preferred payment method designated in your Account, after which you will receive a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that VERO 1 may use a secondary payment method in your Account, if available. Charges paid by you are final and non-refundable, unless otherwise determined by VERO 1.

As between you and VERO 1, VERO 1 reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in VERO 1's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. VERO 1 will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. VERO 1 may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for Services at any time prior to the commencement of such Services, in which case you may be charged a cancellation fee on a Third Party Provider’s behalf. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback. VERO 1 may use the proceeds of any Charges for any purpose, subject to any payment obligations it has agreed to with any Third Party Providers or other third parties.

In certain cases, with respect to Third Party Providers, Charges you incur will be owed directly to Third Party Providers, and VERO 1 will collect payment of those charges from you, on the Third Party Provider’s behalf as their limited payment collection agent, and payment of the Charges shall be considered the same as payment made directly by you to the Third Party Provider. In such cases, you retain the right to request lower Charges from a Third Party Provider for services or goods received by you from such Third Party Provider at the time you receive such services or goods, and Charges you incur will be owed to the Third Party Provider. VERO 1 will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service or good. This payment structure is intended to fully compensate a Third Party Provider, if applicable, for the services or goods obtained in connection with your use of the Services. In all other cases, Charges you incur will be owed and paid directly to VERO 1 or its affiliates, where VERO 1 is solely liable for any obligations to Third Party Providers. In such cases, you retain the right to request lower Charges from VERO 1 for services or goods received by you from a Third Party Provider at the time you receive such services or goods, and VERO 1 will respond accordingly to any request from you to modify the Charges for a particular service or good. Except with respect to taxicab transportation services requested through the Application, VERO 1 does not designate any portion of your payment as a tip or gratuity to a Third Party Provider. Any representation by VERO 1 (on VERO 1's website, in the Application, or in VERO 1's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services or goods provided is not intended to suggest that VERO 1 provides any additional amounts, beyond those described above, to a Third Party Provider you may use. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary.

**Repair, Cleaning or Lost and Found Fees.**

You shall be responsible for the cost of repair for damage to, or necessary cleaning of, vehicles and property resulting from use of the Services under your Account in excess of normal "wear and tear" damages and necessary cleaning ("Repair or Cleaning"). In the event that a Repair or Cleaning request is verified by VERO 1 in VERO 1's reasonable discretion, VERO 1 reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning using your payment method designated in your Account. Such amounts, as well as those pertaining to lost and found goods, will be transferred by VERO 1 to a Third Party Provider, if applicable, and are non-refundable.

The amounts related to repair, cleaning or lost & found fees applicable in Puerto Rico may be found at [https://www.VERO 1.com/es-US/blog/puerto-rico/puerto-rico-terminos-y-condiciones/](https://www.uber.com/es-US/blog/puerto-rico/puerto-rico-terminos-y-condiciones/) and may be updated from time to time solely by VERO 1.

**6. Disclaimers; Limitation of Liability; Indemnity.**

**DISCLAIMER.**

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." VERO 1 DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, VERO 1 MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. VERO 1 DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

**LIMITATION OF LIABILITY.**

VERO 1 SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF VERO 1, EVEN IF VERO 1 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

VERO 1 SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF VERO 1 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VERO 1 SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND VERO 1'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH SOME REQUEST PRODUCTS MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED.

THE SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR LOGISTICS SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT VERO 1 HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR LOGISTICS SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, VERO 1’S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON VERO 1’S CHOICE OF LAW PROVISION SET FORTH BELOW.

**Indemnity.**

You agree to indemnify and hold VERO 1 and its affiliates and their officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) VERO 1's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

**7. Other Provisions**

**Choice of Law.**

These Terms are governed by and construed in accordance with the laws of the State of California, U.S.A., without giving effect to any conflict of law principles, except as may be otherwise provided in the Arbitration Agreement above or in supplemental terms applicable to your region. However, the choice of law provision regarding the interpretation of these Terms is not intended to create any other substantive right to non-Californians to assert claims under California law whether that be by statute, common law, or otherwise. These provisions, and except as otherwise provided in Section 2 of these Terms, are only intended to specify the use of California law to interpret these Terms and the forum for disputes asserting a breach of these Terms, and these provisions shall not be interpreted as generally extending California law to you if you do not otherwise reside in California. The foregoing choice of law and forum selection provisions do not apply to the arbitration clause in Section 2 or to any arbitrable disputes as defined therein. Instead, as described in Section 2, the Federal Arbitration Act shall apply to any such disputes.

**Claims of Copyright Infringement.**

Claims of copyright infringement should be sent to VERO 1's designated agent. Please visit VERO 1's web page at [https://www.VERO 1.com/legal/intellectual-property/copyright/global](https://www.uber.com/legal/intellectual-property/copyright/global) for the designated address and additional information.

**Notice.**

VERO 1 may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, telephone or text message to any phone number provided in connection with your account, or by written communication sent by first class mail or pre-paid post to any address connected with your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email or telephone). You may give notice to VERO 1, with such notice deemed given when received by VERO 1, at any time by first class mail or pre-paid post to our registered agent for service of process, c/o VERO 1 USA, LLC. The name and current contact information for the registered agent in each state are available online [here](https://ct.wolterskluwer.com/sop-locations).

**General.**

You may not assign these Terms without VERO 1's prior written approval. VERO 1 may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of VERO 1's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, VERO 1 or any Third Party Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. VERO 1's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by VERO 1 in writing. This provision shall not affect the Severability and Survivability section of the Arbitration Agreement of these Terms.

#### Legal

**VERO 1CENTRAL**

**TERMS AND CONDITIONS**

As of July 18, 2016

These VERO 1CENTRAL terms and conditions (the "**Agreement**") are entered into by and between the company identified within this sign-up page ("**Company**") and VERO 1 Technologies, Inc., a Delaware corporation ("**VERO 1**"). Capitalized terms used herein shall have the meaning ascribed to them in this Agreement.

This Agreement sets forth the terms under which Company may access the VERO 1 Service and Central Billing on behalf of Company's customers, clients or other authorized individuals via use of the VERO 1CENTRAL product. Company's use of VERO 1CENTRAL and access to Central Billing is subject to this Agreement, as may be modified or updated by VERO 1 from time to time, effective upon posting of an updated version of the Agreement at [https://www.VERO 1.com/legal/commercial/VERO 1CENTRAL-tnc/us/](https://www.uber.com/legal/commercial/uberCENTRAL-tnc/us/). VERO 1 will provide Company with a notice of any such modifications or updates via email and/or the Dashboard, and Company is responsible for regularly reviewing the Agreement. Continued use of VERO 1CENTRAL or Central Billing after any such modifications or updates shall constitute Company's consent to such changes.

**2.1. CERTAIN DEFINITIONS**

**"Active Account"** means an active personal VERO 1 user account for the VERO 1 Service, the creation of which requires (i) installing or accessing the VERO 1 App on a compatible mobile device, (ii) submitting certain personally identifiable information and a personal credit card number, (iii) accepting the User Terms, and (iv) confirming the mobile number provided during the registration process.

**"Active User"** means an individual with an Active Account who has been authorized by Company to utilize Central Billing in connection with such individual's use of the VERO 1 Services.

**"Central Billing"** means an enterprise billing and payment process for the VERO 1 Service provided by VERO 1 to Company hereunder for User Charges, with payment due from Company pursuant to a statement delivered by VERO 1 to Company on a monthly basis.

**"Company User"** means any Active User or Guest User.

**"Guest User"** means an individual without an Active Account who has been authorized by Company to utilize Central Billing in connection with such individual's use of the VERO 1 Services.

**"Service Fee"** shall mean the service fees applicable to User Charges and/or Company’s use of the VERO 1 Services, if any, as set forth on the account creation form associated with this Agreement or otherwise agreed to between VERO 1 and Company.

**"VERO 1 App"** means VERO 1's mobile application or mobile website (m.VERO 1.com) required for use of the VERO 1 Service, as may be updated by VERO 1 from time to time.

**"VERO 1 Service"** means VERO 1's technology platform that, when used in conjunction with the VERO 1 App, enables users to request on-demand ground transportation and logistics services from independent third-party providers.

**"User Charges"** means charges incurred by Company Users for the use of the VERO 1 Service, including any applicable tolls, foreign transaction fees, taxes, and any other fees or charges that may be due for a particular use of the VERO 1 Service.

**"User Terms"** means the terms and conditions applicable to all users of the VERO 1 Service, available at [www.VERO 1.com/legal](http://www.uber.com/legal), as may be updated by VERO 1 from time to time.

**2.** **PROVISION OF SERVICES TO COMPANY**

**2.1 Access to Services.** Upon execution of this Agreement, VERO 1 will establish a Company corporate account that will enable Company to request the VERO 1 Service and provide Central Billing on behalf of any Company User. Company expressly acknowledges and agrees that (a) any and all transportation services provided to Company Users are provided neither by VERO 1 nor by Company, but by independent third-party transportation providers, and (b) Company is acting solely as an administrative agent of Company Users to relay requests for transportation services on behalf of Company Users, and is not performing healthcare services or otherwise acting in any capacity as a "Covered Entity" as defined pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"). As part of the corporate account, Company agrees to provide and maintain during the Term a valid Company credit card number (the "**Company Card**") that may be charged for Central Billing as set forth herein. Company acknowledges that any Company User utilizing Central Billing will incur User Charges to the account of Company, and not to the Company User's personal account or credit card. Subject to Company's compliance with this Agreement, VERO 1 agrees to use commercially reasonable efforts to provide the VERO 1 Service and Central Billing to Company and the Company Users as set forth herein.

**2.2 Active Users; Guest Users.**

(a) Prior to requesting the VERO 1 Service on behalf of any Company User, Company shall obtain from the Company User and submit to VERO 1 the following information with respect to such Company User: (i) first and last name, (ii) active telephone number, and (iii) if available, valid e-mail address, in order to permit VERO 1 to confirm whether such Company User is an Active User or a Guest User; provided that if Company is subject to regulation under HIPAA it shall obtain from the Company User and submit to VERO 1 only the following information with respect to such Company User: (i) first name, and (ii) active telephone number. Company agrees to inform, and obtain all necessary consents from, each Company User as necessary to provide each such Company User's information as set forth above. Company further agrees to inform, and get all necessary consents from each Company User as necessary for VERO 1 to provide Company with detailed information on the rides charged to Company's Central Billing Account. Company shall ensure that all data provided to VERO 1 is accurate and complete, and VERO 1 shall not be liable to Company, any Company User or any other party with respect to inaccurate or incomplete data supplied by Company. VERO 1's collection and use of any Personal Data and credit card information shall be as set forth on the VERO 1 Privacy Statement, available at [www.VERO 1.com/privacy](http://www.uber.com/privacy), as may be updated by VERO 1 from time to time. (b) Company shall be solely responsible for contacting, or facilitating contact with, any Guest User for whom Company requests the VERO 1 Services. VERO 1 shall have no responsibility for contacting or providing messaging of any sort pursuant to this Agreement to any individual who is not an Active User. (c) Company acknowledges that any Company User may be suspended or banned from use of the VERO 1 Service due to future or past violations of the User Terms (" **Violations**"), and that VERO 1 shall have no obligation or liability related to a Company User that is unable to obtain or maintain an Active Account for the purposes of Central Billing hereunder due to Violations.

**2.3 Responsibility for Company User Charges.** Company agrees that (a) Company is responsible for all User Charges incurred by Company Users via Central Billing, regardless of whether such User Charge was authorized between Company User and Company and (b) User Charges may be subject to price changes at any time, including without limitation, occasional increases during periods of high demand as further described in the User Terms. Further, Company agrees that VERO 1 shall not be responsible for User Charges incurred by a Company User after Company has attempted removal of such Company User from Central Billing to the extent Company provides incomplete or inaccurate Company User removal information via the Dashboard. Finally, as between Company and VERO 1, Company shall be responsible for any User Charges incurred due to fraudulent or other unpermitted activity on the part of Company User's use of Central Billing for the VERO 1 Service. Company shall notify VERO 1 promptly upon discovery of fraudulent or unpermitted activity occurring under Company's account.

**2.4 Restrictions.** Company agrees to, and to cause all Company Users to, use the VERO 1 Service and VERO 1 App solely as set forth in this Agreement and the User Terms; provided, however, that in the event of a conflict between this Agreement and the User Terms with respect to Company or any authorized Company User employing Central Billing with the VERO 1 Service, the terms of this Agreement shall control. VERO 1 reserves the right to suspend participation in Central Billing to Company and/or any Company Users for violations of this Agreement or the User Terms. In the event that an Active User's Active Account is suspended or terminated pursuant to the User Terms, such Active User's access to Central Billing shall also be suspended. Company shall not, and shall not authorize others to, (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the VERO 1 Service or VERO 1 App, except to the extent allowed by applicable law, (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the VERO 1 Service or VERO 1 App to any unaffiliated third party, (c) upcharge, increase or otherwise modify the User Charges as calculated through the VERO 1 App for any usage of the VERO 1 Service or (d) impose any additional fees or charges on a Company User related to use of the VERO 1 Service. VERO 1 reserves all rights not expressly granted to Company or Company Users under this Agreement.

**3. ACCOUNT ADMINISTRATION AND COMPANY DASHBOARD.**

Company shall be provided with access to VERO 1's browser-based online dashboard for VERO 1CENTRAL customers ("**Dashboard**"). VERO 1's primary contact with Company shall be by way of Company's administrator designated through the Dashboard ("**Administrator**"). VERO 1 will inform the Administrator of Dashboard login credentials. The Dashboard will enable Company to (a) view a monthly statement setting forth trips requested on behalf of Company Users, (b) provide additional data to authorize additional Company Users, (c) revoke any Company User's access to Central Billing, (d) disable all current Company Users of Central Billing, (e) manage and update the Company Card on file, (f) review and manage payment statements, (g) settle outstanding balances on the Company account, (h) view current, appoint new, and remove Administrators, and (i) view detailed trip information, which may include, without limitation, Company User name together with request time and date, drop-off time and date, pick-up and drop-off location, trip route, real-time trip status, distance, duration, fare amount, service type, trip ID ("**Dashboard Data**"). Company agrees (a) to maintain all Dashboard login credentials in confidence, (b) to only permit Company's authorized administrators to access the Dashboard, and (c) that Company shall be responsible for all activity that occurs under its Dashboard login credentials. VERO 1 reserves the right to add, remove and update features and functionality of the Dashboard at any time.

**4. PRIVACY AND DATA SECURITY**

**4.1 Definition.** "**Personal Data**" means any information Company obtains from VERO 1 in connection with this Agreement (i) relating to an identified or identifiable natural person, (ii) that can reasonably be used to identify an individual, and (iii) that may otherwise be considered "personal data" or "personal information" under the applicable law. For the avoidance of doubt, Dashboard Data shall constitute "Personal Data," which is subject to VERO 1's Privacy Statement, as may be modified or updated by VERO 1 from time to time, effective upon posting of an updated version of the Privacy Statement at [VERO 1.com/privacy](http://www.uber.com/privacy).

**4.2 Notice and Consent**. Company agrees to inform, and obtain all necessary consents from, each Company User to provide each such Company User's information to VERO 1 as set forth in Section 2.2(a) above. Company further agrees to inform, and get all necessary consents from each Company User for VERO 1 to provide Company with detailed information on, and real-time trip status of, the rides charged to Company's Central Billing Account.

**4.3 Restrictions**. Company agrees that (a) any Personal Data obtained from VERO 1 shall be processed by Company solely for legitimate business purposes and to retained only so long as necessary, (b) access to Personal Data will be limited to Company's personnel who have a legitimate business need to access such Personal Data, and (c) Company will not disclose Personal Data to any third party, including vendors, unless expressly authorized in writing by VERO 1. Company agrees to hold personnel accountable for violations of this Agreement, including imposing sanctions, and where appropriate, terminating contracts and employment. Personal Data will at all times remain the property of VERO 1. Company shall not rent or sell Personal Data for any purpose. Company shall not use Personal Data in any way that harms VERO 1 or that benefits a competitor of VERO 1.

**4.4 Security**. Company agrees to implement appropriate legal, technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure, as well as any breach or attempted breach of Company security measures ("Information Security Incident"). Company shall promptly notify VERO 1 in the event that Company learns or has reason to believe that an Information Security Incident has occurred including at least: (1) the nature of the breach of security measures; (2) the types of potentially compromised Personal Data; (3) the duration and expected consequences of the Information Security Incident; and (4) any mitigation or remediation measures taken or planned in response to the Information Security Incident. Upon any such discovery, Company will (a) take all reasonable steps to investigate, remediate, and mitigate the effects of the Information Security Incident, and (b) provide VERO 1 with assurances reasonably satisfactory to VERO 1 that such Information Security Incident will not recur. Additionally, if and to the extent any Information Security Breach occurs as a result of an act or omission of Company, and if VERO 1 determines that notices (whether in VERO 1's or Company's name) or other remedial measures are warranted, Company will, at VERO 1's request and at Company's cost and expense, undertake the aforementioned remedial actions.

**4.5 Standard Contractual Clauses**. To the extent this Agreement involves Personal Data of residents of jurisdictions outside the United States, Company agrees that the Standard Contractual Clauses, included in this Agreement as Exhibit A, shall apply.

**5. FEES AND PAYMENTS**

**5.1 Fees.** In consideration of VERO 1's provision of the VERO 1 Services and Central Billing as set forth herein, Company shall pay to VERO 1 all User Charges, the Service Fee, and any applicable services or access fees VERO 1 may charge for certain functionality and features (collectively, the "**Fees**") as set forth in Section 5.2.

**5.2 Payment Terms.** VERO 1 shall deliver to Company monthly billing statements (each, a "**Monthly Statement**") for Fees incurred by Company and Company Users utilizing Central Billing during the preceding month. Each Monthly Statement shall be payable in full by Company within thirty (30) days of receipt thereof. Unless otherwise indicated on a Company User receipt, all Fees are exclusive of applicable taxes, and Company agrees to be responsible for the payment of any such taxes assessed on Fees, including, but not limited to, all sales, use, VAT or similar taxes, except for taxes based on VERO 1's income. All payments shall be processed in the local currency applicable to the geography of the Company User's applicable ride except in certain instances when VERO 1 may process foreign transactions in United States dollars. All payments are nonrefundable except as may be expressly provided otherwise herein.

**5.3 Nonpayment.** VERO 1 reserves the right to immediately charge the Company Card in the event that any Monthly Statement has not been paid as of the applicable due date. VERO 1 reserves the right to immediately suspend Company's account and suspend any or all Central Billing by all Company Users in the event of any unpaid Fees by Company due to past due Monthly Statements (as applicable), an invalid credit Company Card on the Company account, or a rejected Company Card transaction. VERO 1 further reserves the right to pursue any and all remedies available to it under applicable law, including reporting Company to applicable credit reporting agencies, in the event of any unpaid Fees hereunder. Reestablishing a Company account after full payment of late Fees shall be at VERO 1's sole discretion. All late payments shall bear interest at 3% per month or the maximum allowed by applicable law, if less than 3%.

**6. TERM AND TERMINATION.** The Agreement shall commence on the date of Company's acceptance hereof and shall remain in effect until terminated as set forth herein (the "**Term**"). Either party may terminate this Agreement with or without cause upon five (5) days' advance written notice to the other party. All outstanding payment obligations and Sections 4, 5, 7, 8 and 9 of this Agreement shall survive the termination of this Agreement.

**7. WARRANTY AND DISCLAIMER OF LIABILITY**

**7.1 Mutual Warranties.** Each party represents and warrants that: (a) such party has the full right, power and authority to enter into this Agreement; and (b) such party's acceptance of this Agreement, as well as such party's performance of the obligations set forth in this Agreement, does not and will not violate any other agreement to which such party is a party.

**7.2 Company Warranties.** Company represents and warrants that: (a) Company has all rights, consents and permissions necessary to provide VERO 1 with Company User information provided to VERO 1 hereunder in connection with the VERO 1 Service and Central Billing; (b) Company has obtained legally-adequate consent from Company Users as necessary to provide VERO 1 with any Personal Data in connection with the VERO 1 Service and Central Billing, (c) Company has notified, and obtained legally adequate consent from Company Users that VERO 1 will provide Company with detailed trip information, including real-time trip status, for the rides charged to Company's account, and (d) Company is in compliance, and shall remain in compliance during the term of the Agreement, with all applicable local, city, state, federal, national, and international laws, rules and regulations relating to data protection, privacy, identity theft, data breach, consumer protection, and data security, and any applicable industry standards relating to privacy and data security, and (b) Company shall not (and shall ensure its personnel do not) disclose to VERO 1 or otherwise provide VERO 1 access to: (i) any health information protected by law, such as Protected Health Information as that term is defined in regulations promulgated pursuant to HIPAA, or (ii) other personally identifiable information protected under federal or state privacy or security laws. Company acknowledges that it may elect to utilize the Dashboard to request the VERO 1 Service for, and provide access to Central Billing on behalf of, Guest Users. Any such election is at Company's sole discretion, and Company therefore will indemnify, defend and hold harmless VERO 1, its affiliates and their directors, officers, employees and agents against all claims, damages, losses and expenses (including reasonable attorney's fees) with respect to any third party claim arising out of or related to the use of the VERO 1 Service by any Guest User.

**7.3 Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, VERO 1 PROVIDES THE VERO 1 SERVICE, VERO 1 APP AND DASHBOARD "AS IS" AND WITHOUT WARRANTY. VERO 1 DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE VERO 1 SERVICE, VERO 1 APP AND DASHBOARD WILL MEET COMPANY'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. VERO 1 HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) ANY IMPLIED OR STATUTORY WARRANTIES COVERING THE VERO 1 SERVICE OR THE VERO 1 APP, AND (B) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY ACKNOWLEDGES AND AGREES THAT THE VERO 1 SERVICE IS A TECHNOLOGY PLATFORM THAT ENABLES ACCESS TO REQUEST ON-DEMAND GROUND TRANSPORTATION AND LOGISTICS SERVICES PROVIDED BY INDEPENDENT PROVIDERS. VERO 1 IS NOT A TRANSPORTATION OR LOGISTICS PROVIDER. VERO 1 DOES NOT GUARANTEE AVAILABILITY OF TRANSPORTATION OR LOGISTICS SERVICES, ON-TIME ARRIVALS OR DEPARTURES THEREOF, OR ANY OTHER SERVICES LEVELS RELATED TO INDEPENDENT TRANSPORTATION OR LOGISTICS PROVIDERS THAT MAY BE OBTAINED VIA THE VERO 1 SERVICE.

**7.4 Limitations on Liability.** OTHER THAN WITH RESPECT TO A BREACH OF CONFIDENTIALITY OR A PARTY'S INDEMNIFCATION OBLIGATIONS, (A) IN NO EVENT SHALL VERO 1 OR COMPANY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF BUSINESS OR PROFITS, SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF VERO 1 OR COMPANY (OR THEIR AGENTS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES IN AN AMOUNT EXCEEDING THE GREATER OF (X) ONE MILLION DOLLARS ($1,000,000), AND (Y) THE TOTAL FEES PAYABLE BY COMPANY TO VERO 1 HEREUNDER

**8. PROPRIETARY RIGHTS**.

**8.1 No Publicity.** Company may not use or reference VERO 1's name, logo, trademarks or service marks in a press release or otherwise without the prior consent of VERO 1 in each instance. Company hereby grants VERO 1 a worldwide, irrevocable, non-transferable, royalty-free license to use Company's name and logo in "representative customer" marketing materials.

**8.2 Ownership.** VERO 1 and its affiliates are and shall remain the owners of all right, title and interest in and to the VERO 1 Service, VERO 1 App, Dashboard and Dashboard Data, including any updates, enhancements and new versions thereof, all data related to the use of the VERO 1 Services, and all related documentation and materials provided or available to Company or any Company User in connection with this Agreement.

**8.3 Confidentiality.** The term "**Confidential Information**" shall mean any confidential or proprietary business, technical or financial information or materials of a party ("**Disclosing Party**") provided to the other party ("**Receiving Party**") in connection with the Agreement, whether orally or in physical form. However, Confidential Information shall not include information (a) previously known by Receiving Party without an obligation of confidentiality, (b) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality, (c) that is or becomes publicly available through no fault of Receiving Party, or (d) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure. Except as required by applicable law, each Receiving Party agrees that (a) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement and (b) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of the Agreement by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this paragraph will expire three (3) years after the expiration or termination of the Agreement, except with respect to Confidential Information that constitutes “trade secrets” under applicable law for which this paragraph shall survive indefinitely.

**9. GENERAL**. The Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws principles. Each party consents to exclusive jurisdiction and venue in the state and federal courts sitting in San Francisco County, California. Any and all notices permitted or required to be given hereunder shall be sent to the address as may be provided by one party to the other, and deemed duly given (a) upon actual delivery, if delivery is by hand, (b) one (1) day after being sent by overnight courier, charges prepaid, or (c) by electronic mail to the designated recipient. The failure of either party to enforce the provisions hereof shall not be construed as a waiver of such provisions. Any modification or amendment to the Agreement shall be effective only if in writing and signed by both parties. In the event any provision of the Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The Agreement may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this agreement to (a) an affiliate of such party, or (b) upon notice to the other party, in connection with the sale of all or substantially all of such party's equity, business or assets. The Agreement shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and permitted assigns. Any delay in or failure by either party in performance of the Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, without limitation, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage. Nothing in the Agreement shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties, and neither party shall have the right to enter into contracts on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate written agreement between the parties. Each party shall be solely responsible for its employees and agents used in connection with the Agreement. The Agreement contains the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating to the subject matter hereof. Company hereby represents that the individual clicking to accept this Agreement is authorized by Company to bind, and does hereby bind, Company to the terms hereof.

**EXHIBIT A**

**Commission Decision C(2004)5721**

**SET II**

**Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)**

Data transfer agreement

Between

**VERO 1 TECHNOLOGIES, INC.**

1455 Market Street, Suite 400, San Francisco, CA 94103

(the "**Data exporter**")

And

the Company identified within this sign-up page as accepting the online VERO 1Central terms and conditions these Clauses

(the "**Data Importer"**)

each a "party"; together "the parties".

HAVE AGREED on the following Standard Contractual Clauses (the "Clauses") in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the Data Exporter to the Data Importer of the personal data specified in Annex A.

The Clauses (including Annex A and B) are effective from the date the Data Importer entity has clicked to accept the "VERO 1Central Agreement" and these Clauses. If you are accepting on behalf of the Data Importer, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand the Clauses; and (iii) you agree, on behalf of the party that you represent, to the Clauses. The parties agree that where Data Importer has been presented with these Clauses and clicked to accept these terms electronically, such acceptance shall constitute execution of the entirety of the Clauses by both parties, subject to the effective date described above.

**Definitions**

For the purposes of the clauses:

a) "personal data", "special categories of data/sensitive data", "process/processing", "controller", "processor", "data subject" and "supervisory authority/authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established);

b) "the data exporter" shall mean the controller who transfers the personal data;

c)"the data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;

d)"clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

**I. Obligations of the data exporter**

The data exporter warrants and undertakes that:

a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter. b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses. c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established. d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time. e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

**II. Obligations of the data importer**

The data importer warrants and undertakes that:

a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.

c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.

d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.

e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).

f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).

g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

h) It will process the personal data, at its option, in accordance with: i. the data protection laws of the country in which the data exporter is established, or; ii. the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or; iii. the data processing principles set forth in Annex A.

i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and i. the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or; ii. the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or; iii. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or; iv. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

**III. Liability and third party rights**

a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

**IV. Law applicable to the clauses**

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

**V. Resolution of disputes with data subjects or the authority**

a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

**VI. Termination**

a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

b) In the event that: i. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a); ii. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import; iii. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses; iv. a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or v. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

**VII. Variation of these clauses**

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

**VIII. Description of the Transfer**

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

**ANNEX A**

**DATA PROCESSING PRINCIPLES**

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.
8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when: a) i. such decisions are made by the data importer in entering into or performing a contract with the data subject, and; ii. the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties; or b) where otherwise provided by the law of the data exporter.

**ANNEX B**

**DESCRIPTION OF THE TRANSFER**

**Data subjects**

The personal data transferred concern the following categories of data subjects:

Any Company User the Company designates as a rider.

**Purposes of the transfer(s)**

The transfer is made for the following purposes:

The data will enable Data Importer view detailed trip information, including real-time trip status, which may include, without limitation, Company User name together with detailed trip information, including request time and date, drop-off time and date, pick-up and drop-off address, trip route, distance, duration, fare amount, service type, trip ID and prepare and review activity reports using such Dashboard Data.

**Categories of data**

The personal data transferred concern the following categories of data:

All data provided by Account Holders to VERO 1 and to data created by VERO 1. The data subjects' personal data transferred may concern detailed trip information, including request time and date, drop-off time and date, pick-up and drop-off address, trip route, distance, duration, fare amount, service type, trip ID.

**Recipients**

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

The personal data transferred may be disclosed only to the following recipients or categories of recipients: Data Importer's personnel who have a legitimate business purpose access the personal data.

**Sensitive data** (if appropriate)

The personal data transferred concern the following categories of sensitive data:

Not applicable.

* [Terms](https://www.uber.com/legal/commercial/uberCENTRAL-tnc/us/)
* [Privacy](https://www.uber.com/legal/commercial/uberCENTRAL-tnc/us/)
  + [Cookies](https://www.uber.com/legal/commercial/uberCENTRAL-tnc/us/)
  + [Candidate Privacy](https://www.uber.com/legal/commercial/uberCENTRAL-tnc/us/)
  + [Privacy Policy](https://www.uber.com/legal/commercial/uberCENTRAL-tnc/us/)
* [VERO 1 for Business](https://www.uber.com/legal/commercial/uberCENTRAL-tnc/us/)
* [Commercial](https://www.uber.com/legal/commercial/uberCENTRAL-tnc/us/)
  + [legal.nav.commercial.VERO 1Health](https://www.uber.com/legal/commercial/uberCENTRAL-tnc/us/)
  + [Promotion Terms and Conditions (Non-US) Portuguese](https://www.uber.com/legal/commercial/uberCENTRAL-tnc/us/)
  + [Promotion Terms and Conditions (Non-US) Spanish](https://www.uber.com/legal/commercial/uberCENTRAL-tnc/us/)
  + [Promotion Terms and Conditions (US)](https://www.uber.com/legal/commercial/uberCENTRAL-tnc/us/)
  + [VERO 1 Eats Restaurant Partners Terms and Conditions](https://www.uber.com/legal/commercial/uberCENTRAL-tnc/us/)
  + [VERO 1CENTRAL Terms and Conditions](https://www.uber.com/legal/commercial/uberCENTRAL-tnc/us/)
* [Community Guidelines](https://www.uber.com/legal/commercial/uberCENTRAL-tnc/us/)
* [Data Requests](https://www.uber.com/legal/commercial/uberCENTRAL-tnc/us/)
* [Deactivation Policy](https://www.uber.com/legal/commercial/uberCENTRAL-tnc/us/)
* [Gift Cards](https://www.uber.com/legal/commercial/uberCENTRAL-tnc/us/)
* [Intellectual Property](https://www.uber.com/legal/commercial/uberCENTRAL-tnc/us/)
* [Policies](https://www.uber.com/legal/commercial/uberCENTRAL-tnc/us/)
* [Other](https://www.uber.com/legal/other/)

#### Legal

#### Promotion Terms and Conditions

Last Updated: April 6, 2016

#### 1. Incorporation.

These Promotion Terms and Conditions (“**Promotion Terms**”) are expressly incorporated into and made a part of the Promotion Agreement Cover Sheet (“**Cover Sheet**”) (the Cover Sheet and Promotion Terms, collectively, the “**Agreement**”).

#### 2. Term and Termination.

The Agreement shall commence on the Effective Date and shall continue until the Promotion End Date specified on the Cover Sheet (the “**Term**”), unless earlier terminated as provided herein. Except as may be expressly agreed in the Cover Sheet, VERO 1 may terminate the Agreement immediately in its entirety at any time, with or without cause, by giving Company prior written notice of termination. Company may terminate the Agreement in its entirety upon VERO 1’s material breach of the Agreement if such breach has not been cured within thirty (30) days’ after Company’s written notice thereof to VERO 1. Accrued and outstanding payment obligations, Sections 1, 3, 5.2, 6 and 8–13, and the last sentence of this Section 2 shall survive the expiration or termination of the Agreement.

#### 3. Fees and Payment.

Fees to be paid by one party to the other party in connection with the Agreement, if any, are set forth on the Cover Sheet (“**Fees**”). All Fees are due within forty-five (45) days from receipt of an undisputed invoice sent to the party’s address identified on the Cover Sheet, and shall be paid in U.S. Dollars. The owing party shall be responsible for any sales, use or value-added taxes imposed by any taxing authority with respect to the Fees payable hereunder, provided that an owing party shall not be liable for any taxes related to the income of the other party. Except as may be expressly agreed in the Cover Sheet, each party shall be responsible for its costs and expenses associated with its performance under the Agreement.

#### 4. Intellectual Property.

##### 4.1 License to Marks; Restrictions.

The term “**Marks**” shall mean the trademarks, service marks, trade names, logos, slogans and other identifying symbols and indicia of a party (“**Licensor**”). Each party hereby grants to the other party (“**Licensee**”), solely during the Term, a limited, royalty-free, non-exclusive, non-transferable, non-assignable (except as set forth in Section 12) license, without the right to sublicense, to use and display the Licensor’s Marks solely for the purpose of the Promotion. All use of a Licensor’s Marks by Licensee will be in the form and format approved by Licensor, and Licensee will not otherwise use or modify Licensor’s Marks without Licensor’s prior written consent. All goodwill related to Licensee’s use of Licensor’s Marks shall inure solely to the benefit of Licensor. Marks will at all times remain the exclusive property of the respective Licensor. Except as expressly set forth herein, Licensor does not, and shall not be deemed to, grant Licensee any license or rights under any intellectual property or other proprietary rights. All rights not granted herein are expressly reserved by Licensor.

##### 4.2 No Development.

EACH PARTY ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY PURSUANT TO THIS AGREEMENT. Any development activities relating to any technology, content, media or other intellectual property must be the subject of a separate written agreement between VERO 1 and Company prior to the commencement of any such activities.

#### 5. Confidentiality.

##### 5.1 Definition.

The term “**Confidential Information**” shall mean any confidential or proprietary business, technical or financial information or materials of a party (“**Disclosing Party**”) provided to the other party (“**Receiving Party**”) in connection with the Agreement, whether orally or in physical form, and shall include the terms of the Agreement. However, Confidential Information shall not include information (a) previously known by Receiving Party without an obligation of confidentiality, (b) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality, (c) that is or becomes publicly available through no fault of Receiving Party, or (d) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

##### 5.2 Requirements.

Except as required by applicable law, each Receiving Party agrees that (a) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement and (b) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of the Agreement by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section 5.2 will expire three (3) years after the expiration or termination of the Agreement, except with respect to Confidential Information that constitutes “trade secrets” under applicable law for which this Section 5 shall survive indefinitely.

#### 6. Privacy & Data.

Any third party data and/or personal information that may be obtained or used by either party in connection with the Promotion (“**Data**”) will be collected, used, stored and maintained according to (a) generally accepted data collection standards and applicable law and (b) such party’s privacy policy detailing such party’s data practices, which shall be published during the Term. Except as may be set forth on the Cover Sheet, each party shall own, and shall not be required to share, any Data that it maintains or collects with respect to the Agreement. A party’s Data shall be deemed the Confidential Information of such party.

#### 7. Insurance.

During the Term and for one (1) year thereafter, each party shall maintain General Commercial Liability and, if required by law, Worker’s Compensation insurance. The General Commercial Liability insurance policy limits shall be not less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury, death and property damage liability, and Two Million Dollars ($2,000,000) in aggregate. All policies shall be written by reputable insurance companies with a Best’s policyholder rating of not less than A VII. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the other party and shall not be cancelled or materially reduced without thirty (30) days’ prior written notice to the other party. Upon a party’s request, the other party shall provide evidence of the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of a party under the Agreement.

#### 8. Warranties; Disclaimer.

##### 8.1 Warranties.

Each party hereby represents and warrants that (a) it has full power and authority to enter into the Agreement and perform its obligations hereunder, (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin, (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with the Agreement, (d) it will comply with all applicable laws in its performance of the Agreement, including, without limitation, consumer privacy and data protection laws, and (e) the content, media and other materials used or provided by such party as part of the Promotion, will not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

##### 8.2 DISCLAIMER.

EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

#### 9. Indemnity.

Each party (the “**Indemnifying Party**”) will indemnify, defend and hold harmless the other party (the “**Indemnified Party**”), its affiliates and their respective directors, officers, employees, agents, successors and assigns against all claims, damages, losses and expenses (including reasonable outside attorney fees) with respect to any third party claim arising out of or related to (a) the negligence or willful misconduct of Indemnifying Party and its employees or agents in their performance of the Agreement, (b) a breach (or claim that, if true, would be a breach) of any of the Indemnifying Party’s representations or warranties in the Agreement, or (c) the infringement of a third party’s intellectual property rights by the Indemnifying Party’s Marks, but only if such Marks have been used by the Indemnified Party in the manner approved by the Indemnifying Party. The Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party’s expense.

#### 10. Limits of Liability.

EXCEPT FOR A PARTY’S INDEMNIFICATION OBLIGATIONS OR FOR A BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF BUSINESS OR PROFITS, SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 11. No Publicity.

Unless otherwise expressly set forth on the Cover Sheet, neither party may issue a press release or otherwise refer to the other party in any manner with respect to the Agreement, the Promotion or otherwise, without the prior written consent of such other party.

#### 12. General.

The Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws principles. Each party consents to exclusive jurisdiction and venue in the state and federal courts sitting in San Francisco County, California. Any and all notices permitted or required to be given hereunder shall be sent to the address first set forth on the Cover Sheet, or such other address as may be provided, and deemed duly given (a) upon actual delivery, if delivery is by hand, (b) one (1) day after being sent by overnight courier, charges prepaid, or (c) by electronic mail to the designated recipient. The failure of either party to enforce the provisions hereof shall not be construed as a waiver of such provisions. Any modification or amendment to the Agreement shall be effective only if in writing and signed by both parties. In the event any provision of the Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The Agreement may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this agreement to (a) an affiliate of such party, or (b) upon notice to the other party, in connection with the sale of all or substantially all of such party’s equity, business or assets. The Agreement shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and permitted assigns. Any delay in or failure by either party in performance of the Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, without limitation, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage. Nothing in the Agreement shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties, and neither party shall have the right to enter into contracts on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate written agreement between the parties. Each party shall be solely responsible for its employees and agents used in connection with the Agreement. The Agreement contains the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating to the subject matter hereof. The Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted electronically, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

#### 13. Definitions.

The following terms, as may be used in the Cover Sheet, shall have the meanings set forth below:

13.1. “**Driver Partner**” shall mean an independent contractor providing on-demand transportation and logistics services to riders using the VERO 1 App under license from VERO 1.

13.2. “**In-App View**” shall mean a unique view deployed by VERO 1 within the VERO 1 App through which registered users may request a ride.

13.3. “**New User**” shall mean an individual who downloads the VERO 1 App, creates a new user account (including entering credit or debit card information), enters a New User Promo Code and completes a first ride using the VERO 1 App.

13.4. “**New User Promo Code**” shall mean new user promotional codes valid for the first-time usage of the VERO 1 service provided by VERO 1 to Company in the amounts and quantities provided in the Agreement.

13.5. “**Promo Codes**” shall mean promotional codes valid for the usage of the VERO 1 service provided by VERO 1 to Company in the amounts and quantities provided in the Agreement.

13.6. “**Splash Screen**” shall mean a unique splash screen deployed by VERO 1 within the VERO 1 App.

13.7. “**VERO 1 App**” shall mean the VERO 1 mobile application.

* [Terms](https://www.uber.com/legal/commercial/promotion-tnc-us/2016-04-06/)
* [Privacy](https://www.uber.com/legal/commercial/promotion-tnc-us/2016-04-06/)
  + [Cookies](https://www.uber.com/legal/commercial/promotion-tnc-us/2016-04-06/)
  + [Candidate Privacy](https://www.uber.com/legal/commercial/promotion-tnc-us/2016-04-06/)
  + [Privacy Policy](https://www.uber.com/legal/commercial/promotion-tnc-us/2016-04-06/)
* [VERO 1 for Business](https://www.uber.com/legal/commercial/promotion-tnc-us/2016-04-06/)
* [Commercial](https://www.uber.com/legal/commercial/promotion-tnc-us/2016-04-06/)
  + [legal.nav.commercial.VERO 1Health](https://www.uber.com/legal/commercial/promotion-tnc-us/2016-04-06/)
  + [Promotion Terms and Conditions (Non-US) Portuguese](https://www.uber.com/legal/commercial/promotion-tnc-us/2016-04-06/)
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  + [Promotion Terms and Conditions (US)](https://www.uber.com/legal/commercial/promotion-tnc-us/2016-04-06/)
  + [VERO 1 Eats Restaurant Partners Terms and Conditions](https://www.uber.com/legal/commercial/promotion-tnc-us/2016-04-06/)
  + [VERO 1CENTRAL Terms and Conditions](https://www.uber.com/legal/commercial/promotion-tnc-us/2016-04-06/)
* [Community Guidelines](https://www.uber.com/legal/commercial/promotion-tnc-us/2016-04-06/)
* [Data Requests](https://www.uber.com/legal/commercial/promotion-tnc-us/2016-04-06/)
* [Deactivation Policy](https://www.uber.com/legal/commercial/promotion-tnc-us/2016-04-06/)
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* [Intellectual Property](https://www.uber.com/legal/commercial/promotion-tnc-us/2016-04-06/)
* [Policies](https://www.uber.com/legal/commercial/promotion-tnc-us/2016-04-06/)
* [Other](https://www.uber.com/legal/other/)