

Top Ridez Rules and Regulations

Last Updated:

These Rules and Regulation constitute a legally binding agreement (the “Agreement”) between you and Top Ridez, (“TopRidez” “we,” “us” or “our”) governing your use of the Top Ridez application, website, and technology platform (collectively, the “Top Ridez Rules”).

PLEASE BE ADVISED: THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS YOU AND Top Ridez HAVE AGAINST EACH OTHER CAN BE BROUGHT (SEE SECTIONS BELOW). THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST Top Ridez TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING. AS A DRIVER, YOU HAVE AN OPPORTUNITY TO OPT OUT OF ARBITRATION WITH RESPECT TO CERTAIN CLAIMS AS PROVIDED IN SECTIONS BELOW.

By entering into to this Agreement, you expressly acknowledge that you understand this Agreement and accept all of its terms. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE Top Ridez apps & Sites.

The Top Ridez Rules & Regulation

The Rules & Regulation provides a marketplace where persons who seek transportation to certain destinations (“Passengers”) can be matched with persons driving to or through those destinations (“Drivers”). Drivers and Passengers are collectively referred to herein as “Users,” and each User shall create a User account that enables access to the OC Rides Rules & Regulations. For purposes of this Agreement, the driving services provided by Drivers to Passengers that are matched through the Rules & Regulations shall be referred to collectively as the “Services”. Any decision by a User to offer or accept Services is a decision made in such User’s sole discretion. Each transportation Service provided by a Driver to a Passengers shall constitute a separate agreement between such persons.

Modification to the Agreement

In the event Top Ridez modifies the terms and conditions of this Agreement, such modifications shall be binding on you only upon your acceptance of the modified Agreement. Top Ridez reserves the right to modify any information referenced in the hyperlinks from this Agreement from time to time, and such modifications shall become effective upon posting. Continued use of the Top Ridez Site or Services after any such changes shall constitute your consent to such changes. Unless material changes are made to the arbitration provisions herein, you agree that modification of this Agreement does not create a renewed opportunity to opt out of arbitration (if applicable).

Eligibility

The Top Ridez Site may only be used by individuals who can form legally binding contracts under applicable law. The Top Ridez Site is not available to children (persons under the age of 18) or Users who have had their User account temporarily or permanently deactivated. By

becoming a User, you represent and warrant that you are at least 18 years old and that you have the right, authority and capacity to enter into and abide by the terms and conditions of this Agreement. You may not allow other persons to use your User account, and you agree that you are the sole authorised user of your account.

Charges

As a Passengers, you agree to pay the amounts charged for your use of the Top Ridez Site and Services (“Charges”). Charges include Fares and other applicable fees, tolls, special charges, and taxes as set forth on your market’s Top Ridez Quote page in our apps or(www.Top Ridez.com/Quote), plus any tips to the Driver that you elect to pay. TopRidez has the authority and reserve the right to determine and modify pricing by posting applicable pricing terms to your Top Ridez Quote page. Pricing may vary based on the type of service you request (e.g., Top Ridez Airports, Top Ridez SUV) as described on “Quote page”. You are responsible for reviewing the applicable pages and shall be responsible for all Charges incurred under your User account regardless of your awareness of such Charges or the amounts thereof.

There are two types of fares, Airports Round Trip Quote and other Quote.

- Fares. fares consist of a base charge and incremental charges based on the duration and distance of your ride. For particularly short rides, minimum fares may apply. Please note that we use GPS data from your Driver’s phone to calculate the distance travelled on your ride. We cannot guarantee the availability or accuracy of GPS data. If we lose signal we will calculate time and distance using available data from your ride.
- Quoted Fares. In some cases Top Ridez may quote you a Fare at the time of your request. The quote is subject to change until the Ride request is confirmed. If during your ride you change your destination, make multiple stops, or attempt to abuse the Top Rides apps & Sites, we may cancel the fare quote and charge you a variable fare based on the time and distance of your ride. Top Ridez does not guarantee that the quoted fare price will be equal to a variable fare for the same ride.
- NO Prime Time Charges

Fees and Other Charges.

- Service Fee. Top Ridez may assess a per-ride “Service Fee” to support the Top Ridez apps & Sites and related services provided to you by Top Ridez. The amount of the Service Fee may vary but shall be retained by Top Ridez in its entirety.
- Cancellation Fee. After requesting a ride you may cancel it through the site, but note that in certain cases a cancellation fee may apply. You may also be charged if you fail to show up after requesting a ride. Please check out our “Quote Page” to learn more about Top Ridez’s cancellation policy, including applicable fees. Collected cancellation fees will be passed in their entirety to the Driver who had accepted your ride request.
- Damage Fee. If a Driver reports that you have materially damaged the Driver's vehicle, you agree to pay a “Damage Fee” of up to \$200 depending on the extent of the damage (as determined by Top Ridez in its sole discretion), towards vehicle repair or cleaning. Top Ridez reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Damage Fee. Collected Damage Fees will be passed in their entirety to the Driver whose car was damaged.
- Tolls. In some instances, tolls (or return tolls) may apply to your ride. Please see our Contact OC Rides and your Quote page for more information about toll charges and a

list of applicable tolls and return charges. We do not guarantee that the amount charged by Top Ridez will match the toll charged to the Driver if any." The amount collected tolls" (and return tolls) will be passed in their entirety to the Driver who provided your ride.

- **No Surcharges.**

- Tips. Following a ride, you may elect to tip your Driver in cash or through the Top Ridez application. Any tips will be provided entirely to the applicable Driver.

General.

- No Refunds. All Charges are non-refundable. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the Top Ridez Site, any disruption to the Top Ridez apps & Sites or Services, or any other reason whatsoever.

- Credits and Ride Discounts. You may receive points ("Top Ridez Points") or Ride discounts ("Ride Discounts") that you can apply toward payment of certain Charges upon completion of a Ride. Top Ridez Points and Ride Discounts are only valid for use on the Top Ridez site and are not transferable or redeemable for cash except as required by law. Top Ridez Points and Ride Discounts cannot be combined, and if the cost of your ride exceeds the applicable credit or discount value we will charge your payment method on file for the outstanding cost of the Ride. Ride Discounts only apply to the Ride's Fare, not the Service Fee or other charges. If you split payment for a Ride with another User, your Top Ridez points or Ride Discount will only apply to your portion of the Charges. Additional restrictions on Top Ridez Points and Ride Discounts may apply as communicated to you in a relevant promotion or by clicking on the relevant Top Ridez Points or Ride Discount within the Payments section of the Top Ridez Points and Discounts.

- Credit Card Authorization. Upon addition of a new payment method or each ride request, Top Ridez may seek authorization of your selected payment method to verify the payment method, ensure the ride cost will be covered, and protect against unauthorised behaviour. The authorization is not a charge, however, it may reduce your available credit by the authorization amount until your bank's next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account, you may be subject to overdraft of NSF charges by the bank issuing your debit or check card. We cannot be held responsible for these charges and are unable to assist you in recovering them from your issuing bank.

Communications with Top Ridez

By becoming a User, you agree to receive communications from us, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialling systems. Communications from Top Ridez, its affiliated agents and/or Drivers, may include but are not limited to: operational communications concerning your User account or use of the Top Ridez Site or Services, updates concerning new and existing features on the Top Ridez Site, communications concerning promotions run by us or our third- party partners, and news concerning Top Ridez

and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send.

Your Information

Your Information is any information you provide, publish or post to or through the Top Ridez Site (including any profile information you provide) or send to other Users (including via in-application feedback, any email feature, or through any Top Ridez related Facebook, Twitter or other social media posting) (your “Information”). You consent to us using your Information to create a User account that will allow you to use the Top Ridez apps & Sites and participate in the Services. Our collection and use of personal information in connection with the Top Ridez apps & Sites and Services is as provided in Top Ridez’s Privacy Policy located at www.TopRidez.com. You are solely responsible for your Information and your interactions with other members of the public, and we act only as a passive conduit for your online posting of your Information. You agree to provide and maintain accurate, current and complete information and that we and other members of the public may rely on your Information as accurate, current and complete. To enable Top Ridez to use your Information, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity, and database rights you have in your Information, and to use, copy, perform, display and distribute such Information to prepare derivative works, or incorporate into other works, such Information, in any media now known or not currently known.

Top Ridez does not assert any ownership over your Information; rather, as between you and Top Ridez, subject to the rights granted to us in this Agreement, you retain full ownership of all of your Information and any intellectual property rights or other proprietary rights associated with your Information.

You may be able to create or log-in to your Top Ridez apps & Sites User account through online accounts you may have with third party social networking sites (each such account, an “Account”). By connecting to Top Ridez through an “Account”, you understand that Top Ridez may access, store, and make available any “Account” content according to the permission settings of your Account (e.g., friends, mutual friends, contacts or following/followed lists (the “content”). You understand that Content may be available on and through the Top Ridez Site to other Users. Unless otherwise specified in this Agreement, all “Account Content”, if any, shall be considered to be your Information.

Restricted Activities

With respect to your use of the Top Ridez apps & Sites and your participation in the Services, you agree that you will not:

1. impersonate any person or entity;
2. stalk, threaten, or otherwise harass any person, or carry any weapons;
3. violate any law, statute, rule, permit, ordinance or regulation;
4. interfere with or disrupt the Services or the Top Ridez apps & Sites or the servers or networks connected to the Top Ridez apps & Sites;
5. post Information or interact on the Top Ridez apps & Sites or Services in a manner which is false, inaccurate, misleading (directly or by omission or failure to update information), defamatory, libellous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal;

6. use the Top Ridez apps & Sites in any way that infringes any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
7. post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
8. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the ;om
9. "frame" or "mirror" any part of the Top Ridez apps & Sites, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose; or
10. modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Top Ridez apps & Sites or any software used on or for the Top Ridez apps & Sites;
11. rent, lease, lend, sell, redistribute, license or sub-license the Top Ridez apps & Sites or access to any portion of the Top Ridez apps & Sites;
12. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Top Ridez apps & Sites or its contents;
13. link directly or indirectly to any other web sites;
14. transfer or sell your User account, password and/or identification to any other party
15. discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or
16. cause any third party to engage in the restricted activities above.