

Driver Representations, Warranties and Agreements

By providing Services as a Driver on the Top Ridez , you represent, warrant, and agree that:

1. You possess a valid driver's license and are authorized and medically fit to operate a motor vehicle and have all appropriate licenses, approvals and authority to provide transportation to Riders in all jurisdictions in which you provide Services.
2. You own, or have the legal right to operate, the vehicle you use when providing Services, and such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind.
3. You will not engage in reckless behavior while driving, drive unsafely, operate a vehicle that is unsafe to drive, be involved in a motor vehicle accident or collision of any kind, permit an unauthorized third party to accompany you in the vehicle while providing Services, provide Services as a Driver while under the influence of alcohol or drugs, or take action that harms or threatens to harm the safety of the Top-RidezSite or Services or third parties.
4. You will only provide Services using the vehicle that has been reported to, and approved by Top Ridez, and for which a photograph has been provided to Top Ridez Site, and you will not transport more passengers than can securely be seated in such vehicle (and no more than seven (7) passengers in any instance).
5. You will not make any misrepresentation regarding Top Ridez app, the Top Ridez Site, the Services or your status as a Driver.
6. You will not, while providing the Services, operate as a public carrier or taxi service, accept street hails, charge for rides (except as expressly provided in this Agreement), demand that a rider pay in cash, or use a credit card reader, such as a Square Reader, to accept payment or engage in any other activity in a manner that is inconsistent with your obligations under this Agreement.
7. You will not attempt to defraud Top Ridez or Passengers on the Top Ridez or in connection with your provision of Services. If we suspect that you have engaged in fraudulent activity we may withhold applicable Fares or other payments for the ride(s) in question.
8. You will make reasonable accommodation for Passengers and/or for service animals, as required by law
9. You agree that we may obtain information about you, including your criminal and driving records, and you agree to provide any further necessary authorizations to facilitate our access to such records during the term of the Agreement.
10. You have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) that names or schedules you for the operation of the vehicle you use to provide Services.
11. You will pay all applicable federal, state and local taxes based on your provision of Services and any payments received by you.

Intellectual Property

All intellectual property rights in the Top Ridez shall be owned by Top Ridez absolutely and in their entirety. These rights include and are not limited to database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for

protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Top Ridez Site are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information (“Submissions”) provided by you to us are non-confidential and shall become the sole property of OC-Rides. OC-Rides shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Top Ridez and other Top Ridez logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of Top Ridez in the United States. If you provide Services as a Driver, Top Ridez grants to you, during the term of this Agreement, and subject to your compliance with the terms and conditions of this Agreement.

Disclaimers

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

OC-Rides does not provide transportation services, and Top Ridez is not a transportation carrier. It is up to the Driver to decide whether or not to offer a ride to a Passenger contacted through the Top Ridez Site, and it is up to the Passengers to decide whether or not to accept a ride from any Driver contacted through the Top Ridez Site. We cannot ensure that a Driver or Passenger will complete an arranged transportation service. We have no control over the quality or safety of the transportation that occurs as a result of the Services.

The Top Ridez is provided on an “as is” basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the Top Ridez Site and/or the Services, including the ability to provide or receive Services at any given location or time. We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

We do not warrant that your use of the Top Ridez app and site or Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that any defects in Top Ridez App & Site will be corrected, or that the Top Ridez App & Site is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the Top Ridez App & Site or Services.

Indemnity

You will defend, indemnify, and hold Top Ridez App & Site including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of your use of the Top Ridez App & Site and participation in the Services.

Limitation of Liability

IN NO EVENT WILL Top Ridez App & Site, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, (COLLECTIVELY “Top Ridez” FOR PURPOSES OF

THIS SECTION), BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE Top Ridez App & Site, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE Top Ridez App & Site, THE SERVICES, OR THIS AGREEMENT, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Top Ridez App & Site MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR OTHER SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT Top Ridez HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR OTHER SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THERE TERMS. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Relationship with Top Ridez

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

Top Ridez does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including in connection with your provision of Services, your acts or omissions, or your operation and maintenance of your vehicle. You retain the sole right to determine when, where, and for how long you will utilize the Top Ridez App & Site. You retain the option to accept or to decline or ignore a Passenger's request for Services via the Top Ridez App & Site, or to cancel an accepted request for Services via the Top Ridez App & Site, subject to Top Ridez App & Site current cancellation policies. With the exception of any signage required by law or permit/license rules or requirements, Top Rides shall have no right to require you to: (a) display Top Ridez's names, logos or colors on your vehicle(s); or (b) wear a uniform or any other clothing displaying Top Ridez's names, logos or colors. You acknowledge and agree that you have complete discretion to provide Services or otherwise engage in other business or employment activities.

General

Except as provided in Section to follow, this Agreement shall be governed by the laws of the State of California without regard to choice of law principles. This choice of law provision is only intended to specify the use of California law to interpret this Agreement and is not intended to create any other substantive right to non-Californians to assert claims under California law whether by statute, common law, or otherwise. If any provision of this Agreement is or becomes invalid or non-binding, the parties

shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement. You agree that this Agreement and all incorporated agreements may be automatically assigned by Top Ridez, in our sole discretion by providing notice to you. Except as explicitly stated otherwise, any notices to Top Ridez shall be given by certified mail, postage prepaid and return receipt requested to Top Ridez, (add address here) . Any notices to you shall be provided to you through the Top Ridez App & Site or given to you via the email address or physical you provide to Top Ridez during the registration process. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between you and Top Ridez with respect to the subject matter hereof and supersedes all previous understandings and agreements between the parties, whether oral or written.

If you have any questions regarding the Top Ridez App & Site or Services, please contact our Customer Support Team.

Top Ridez Privacy Policy

Last Updated: September 30, 2016

At Top Ridez, we want to connect people through transportation and bring communities together. In this privacy policy, we tell you what information we receive from Top Ridez Passengers and drivers, and how we use it to connect riders with drivers and continue to improve our services. Below, we explain how you can share with other riders and drivers in the Top Ridez community as part of our mission to bring people together.

Scope of Privacy Policy

Top Ridez values the privacy of individuals who use our application, websites, and related services (collectively, the "Top Ridez App & Site"). This privacy policy (the "Privacy Policy") explains how we collect, use, and share information from Top Ridez users ("Users"), comprised of both OC-Rides Passengers ("Passengers") and OC-Rides drivers (including Driver applicants) ("Drivers"). Beyond the Privacy Policy, your use of OC-Rides is also subject to our Terms of Service (www.TopRidez.com and apps).

Driver Application Information. If you decide to join our Top Ridez's driver community, in addition to the basic registration information we ask you for your date of birth, physical address, Social Security number, driver's license information, vehicle information, car insurance information.

Payment Information. To make sure Drivers get paid, we keep information about Drivers' bank routing numbers, tax information, and any other payment information provided by Drivers.

B. Information We Collect When You Use the Top Ridez App & Site

Location Information. Top Ridez is all about connecting Drivers and Passengers. To do this, we need to know where you are. When you open Top Ridez App & Site on your mobile device, we receive your location. We may also collect the precise location of your device when the site

is running in the foreground or background. If you label certain locations, such as “home” and “work,” we receive that information, too.

Your location information is necessary for things like matching Passengers with nearby Drivers, determining drop off and pick up locations, and suggesting destinations based on previous trips. Also, if the need ever arises, our Trust & Safety team may use and share location information to help protect the safety of Top Ridez App & Site Users or a member of the public. In addition to the reasons described above, Drivers’ location information and distance travelled is necessary for calculating charges and insurance for Top Ridez App & Site rides. If you give us permission through your device settings or Top Ridez App & Site, we may collect your location while the site is off to identify promotions or service updates in your area.

Usage Information. To help us understand how you use the Top Ridez App & Site and to help us improve it, we automatically receive information about your interactions with the Top Ridez app and site, like the pages or other content you view, your actions within the Top Ridez App & Site, and the dates and times of your visits.

Call and Text Information. We work with a third party partner to facilitate phone calls and text messages between Passengers and Drivers who have been connected for a ride. We receive information about these communications including the date and time of the call or text message, the parties’ phone numbers, and the content of any text messages.

User Feedback. At Top Ridez, we want to make sure Users are always enjoying great rides. Passengers and Drivers may rate and review each other at the end of every ride. We receive information about ratings and reviews and, as we explain below, give Passengers information about Drivers’ ratings and reviews and vice versa.

How We Use the Information We Collect

We use the information we collect from all Users to:

- Connect Passengers with Drivers;
- Provide, improve, expand, and promote the Top Ridez App & Site;
- Communicate with you, either directly or through one of our partners, including for marketing and promotional purposes;
- Personalize the Top Ridez experience for you and your friends and contacts;
- Send us your text messages ;
- Facilitate transactions and payments;
- Provide you with customer support;
- Find and prevent fraud; and
- Respond to trust and safety issues that may arise, including auto incidents, disputes between Passengers and Drivers, and requests from government authorities.

Additionally, we use the information we collect from Drivers for the following purposes related to driving on the Top Ridez App & Site:

- Sending emails and text messages to Drivers who have started the driver application process regarding the status of their application;
- Determining a Driver’s eligibility to drive for Top Ridez;
- Notifying Drivers about ride demand, pricing and service updates; and
- Calculating and providing Top Ridez’s auto insurance policy and analyzing usage patterns for safety and insurance purposes.

How We Share the Information We Collect

A. Sharing Between Users

Sharing between Passengers and Drivers. Riders and Drivers that have been matched for a ride are able to see basic information about each other, such as names, photo, ratings, and any information they have added to their Profiles. Passengers and Drivers who connect their Top Ridez accounts to Facebook will also be able to see their mutual Facebook friends during the ride. Drivers see the pick-up location that the Passengers has provided. Passengers see a Driver's vehicle information and real-time location as the Driver approaches the pick-up location. Passengers' ratings of Drivers are shared with Drivers on a weekly basis. We de-identify the ratings and feedback, but we can't rule out that a driver may be able to identify the Passengers that provided the rating or feedback.

Although we help Passengers and Drivers communicate with one another to arrange a pickup, we do not share your actual phone number or other contact information with other Users. If you report a lost or found item to us, we will seek to connect you with the relevant Passenger or Driver, including sharing actual contact information with your permission.

Your Choices

Email Subscriptions. You can always unsubscribe from our commercial or promotional emails but we will still send you transactional and relational emails about your account use of the Top Ridez App & Site.

Facebook Friends. You can control whether to enable or disable the Facebook mutual friends feature through your profile settings.

Editing and Accessing Your Information. You can review and edit certain account information by logging in to your account settings and profile (Drivers may edit additional information through the Driver portal). If you would like to terminate your Top Ridez account, please contact us through our site with your request. If you choose to terminate your account, we will deactivate it for you but may retain information from your account for a certain period of time and disclose it in a manner consistent with our practices under this Privacy Policy for accounts that are not closed. We also may retain information from your account to collect any fees owed, resolve disputes, troubleshoot problems, analyse usage of the Top Ridez App & Site, assist with any investigations, prevent fraud, enforce our Terms of Service, or take other actions as required or permitted by law.

Payments

If you are a Driver, you will receive payment for your provision of Services. All Fare payments are subject to a Top Ridez Commission, discussed below. You will also receive any tips provided by Passengers to you, and tips will not be subject to any Top Ridez Commission. Top Ridez will process all payments due to you through its third party payments processor. You acknowledge and agree that such amounts shall not include any interest and will be net of any amounts that we are required to withhold by law.

- **Commission.** In exchange for permitting you to offer your Services through the Top Ridez Site and other methods as a Driver, you agree to pay OC-Rides (and permit Top Ridez to retain) a fee based on each transaction in which you provide Services (the “Commission”). The amount of the applicable Commission will be communicated to you in a Commission schedule through the Driver Account. Top Ridez reserves the right to change the Commission at any time in Top Ridez discretion based upon local market factors, and Top Ridez will provide you with notice in the event of such change. Continued use of the Top Ridez Services after any such change in the Commission calculation shall constitute your consent to such change.
- **Pricing.** You expressly authorise Top Ridez to set the prices on your behalf for all Charges that apply to the provision of Services. Top Ridez reserves the right to change the Ride's Fare schedule at any time in our discretion based upon local market factors, and we will provide you with notice in the event of changes to the base fare, per mile, and/or per minute amounts that would result in a change in the applicable Fares. Charges may be subject to maximum limits as set forth in your market's Top Ridez Qoute pages or the Top Ridez App & Site.
- **Fare Adjustment.** Top Ridez reserves the right to adjust or withhold all or a portion of Fares if it believes that (i) you have attempted to defraud or abuse Top Ridez or Top Rides payment systems, (ii) in order to resolve a Passenger complaint (e.g., you took an inefficient route or failed to properly end a particular instance of Services in the TOP Ridez when the ride was over). Top Ridez's decision to adjust or withhold the Fare in any way shall be exercised in a reasonable manner.