

DRIVERS CLUB TERMS OF SERVICE

Last Updated: May 24, 2018

Your use of our website located at <http://drivers.club> (the "Website") and any applications provided by Drivers Club (the "Apps"), and our associated service, accessible through the Website and Apps is subject to these "Terms of Service." The Apps, the Website, and their associated services are collectively referred to in this agreement as the "Service." By using the Service, you agree to be bound by, and use the Service in compliance with, these Terms of Service. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT USE THE SERVICE.

The terms "you," "your," and "yours" refer to you, the user of the Service. This agreement exists solely between you and Drivers Club, and not with Apple, Inc. or any other third party. The terms Drivers Club, "we," "us," and "our" refer to Drivers Club, LLC. Drivers Club, not Apple, are solely responsible for the Service and the content thereof. Apple shall have no obligation whatsoever to furnish any maintenance or support services with respect to the Service. We may periodically make changes to these Terms of Service. It is your responsibility to review the most recent version of these Terms of Service frequently and remain informed of any changes to it. You agree that your continued use of the Service after such changes have been published to the Service shall constitute your acceptance of such revised Terms of Service.

If you are a customer of Drivers Club services, including without limitation membership to our clubhouse or secure vehicle storage services, your access to these services will be subject to your membership agreement with Drivers Club, which shall apply in addition to these Terms of Service.

License to Use the Service

Subject to these Terms of Service, we grant to you a limited, personal, non-exclusive, non-transferable license to use the Service for your personal use and not for resale or further distribution. When using the Service from an iOS device, you may use the Service on any iPhone, iPod Touch or other iOS device that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service. Your right to use the Service is limited by the terms set forth in these Terms of Service.

Except for this license granted to you, we retain all right, title, and interest in and to the Service, including all related intellectual property rights. The Service is protected by applicable intellectual property laws, including United States copyright law and international treaties.

Except as otherwise explicitly provided in these Terms of Service or as may be expressly permitted by applicable law, you will not, and will not permit or authorize third parties to: (a) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Service; (b) rent, lease, or sublicense access to the Service; nor (c) circumvent or disable any security or technological features or measures of the Service.

Access and Modifications to the Service

We do not provide you with the equipment to access the Service. You are responsible for all fees charged by third parties to access the Service (e.g., charges by internet service providers).

We reserve the right to modify or discontinue, temporarily or permanently, all or a part of the Service without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

We also reserve the right, in our sole discretion, to reject, refuse to post, or remove any posting by you, or to restrict, suspend, or terminate your access to the Service at any time, for any or no reason, with or without prior notice, and without liability.

You must be 13 or older to register as a user or to use the Service. You hereby represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Restrictions

You must comply with all applicable laws, including U.S. export control laws, when using the Service. Except as may be expressly permitted by applicable law or authorized by us in writing, you will not, and will not permit anyone else to: (a) store, copy, modify, distribute, or resell any of the information; audio, visual, and audiovisual works; or other content made available by Drivers Club on the Service ("Content") or compile or collect any Content as part of a database or other work; (b) use any automated tool (e.g., robots, spiders) to

use the Service or store, copy, modify, distribute, or resell any Content; (c) rent, lease, or sublicense your access to the Service to another person; (d) use the Service or Content for any purpose except for your own personal use; (e) circumvent or disable any digital rights management, usage rules, or other security features of the Service; (f) use the Service in a manner that threatens the integrity, performance, or availability of the Service; or (g) remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Service or Content.

Links and Third Party Content

The Service may contain links to third party products, services, and websites, and we may provide you with the ability to send requests for service to such third parties. By initiating a service request through the Service, you consent to the disclosure of the request information to third party service providers. We exercise no control over the third party products, services, and websites and we are not responsible for their performance, do not endorse them, and are not responsible or liable for any content, advertising, or other materials available through the third party products, services, and websites. We are not responsible or liable, directly or indirectly, for any damage or loss caused to you by your use of or reliance on any goods or services available through the third party products, services, and websites.

Submissions

The Service may allow you and other third parties to post information to the Service. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed or made available by third parties on the Service are those of the respective authors or producers and not of Drivers Club, or its members or employees.

You agree that Drivers Club is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us (each, a "Submission"), without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Service and our products and services. Furthermore, by posting any Submission on the Service, submitting information to us, or in responding to questionnaires, you grant us a perpetual, non-exclusive, fully paid, royalty-free, irrevocable, sublicenseable, worldwide license and right to display, use, perform, reproduce, modify, distribute and create derivative works of the Submission or information submitted in any media, software, or technology of any kind now existing or developed in the future. By posting or providing a Submission or information, you represent and warrant that: (i) you own all right title and interest in your Submissions or otherwise have the right to grant the license set forth herein, and (ii) the posting of your Submissions on or through the Service does not (and will not) violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You agree to pay all royalties, license fees and any other monies owing any person by reason of any Submission posted by you on or through the Service. Information that you publish using the Service may be made viewable by other members. If you share or publish your contact information through the Service, including for instance, in connection with a service request, you acknowledge that this information will be accessible by third parties.

Use Restrictions

You are solely responsible for any content and other material that you submit, publish or display on the Service or transmit to third parties.

You will not use the Service to: (a) upload, post, email, or otherwise transmit any information that contains personally identifying information, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) harm Drivers Club or third parties in any way; (c) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (d) upload, post, email, or otherwise transmit any information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (e) upload, post, email or otherwise transmit any information that infringes any patent, trademark, trade secret, copyright or other proprietary right of any party; (f) upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other forms of solicitation; (g) upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (h) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or

regulations of networks connected to the Service; (i) intentionally or unintentionally violate any applicable local, state, national or international law or regulation; (j) "stalk" or otherwise harass another; (k) collect or store personal data about other users.

If you see content on the Service that violates these use restrictions, please contact Drivers Club at _____@drivers.club.

Disclaimer of Warranties

YOUR USE OF THE SERVICE AND CONTENT IS AT YOUR SOLE RISK. THE SERVICE AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DRIVERS CLUB EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SERVICE AND CONTENT, AND YOU RELY ON THE SERVICE AND CONTENT AT YOUR OWN RISK. ANY MATERIAL OBTAINED THROUGH THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL THROUGH THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DRIVERS CLUB OR THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. In the event of any failure of the Service to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price for the App to you, and to the maximum extent permissible by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service. As between Apple and Drivers Club, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any applicable warranty shall be Drivers Club's sole responsibility. Apple shall not be responsible for addressing any claims by you or any third party relating to the Service or your possession or use of the Service, including, but not limited to: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. As between Apple and Drivers Club, in the event of any third party claim that the Service or your possession and use of the Service infringes that third party's intellectual property rights, Drivers Club, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of such intellectual property infringement claim, to the extent required by this contract or applicable law.

Limitation of Liability

DRIVERS CLUB WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF DRIVERS CLUB HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM YOUR USE OF THE SERVICE AND CONTENT. UNDER NO CIRCUMSTANCES WILL DRIVERS CLUB'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE OR CONTENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE ONE HUNDRED DOLLARS (\$100). BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Copyright Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us at copyright@drivers.club and provide our copyright agent, in writing, the following information required by the Digital Millennium Copyright Act, 17 U.S.C. § 512: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work; (iii) identification of the URL or other specific location on the Service where the material that you claim is infringing is located; (iv) your address, telephone number, and email address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or

authorized to act on the copyright owner's behalf. Our agent for notice of claims of copyright infringement on this site can be reached using the contact information below.

Indemnity

You will indemnify and hold Drivers Club, and its subsidiaries, affiliates, officers, agents, and employees, harmless from any costs, damages, expenses, and liability caused by your use of the Service or Content, your violation of these Terms of Service, or your violation of any rights of a third party through use of the Service or Content.

Updates to the Service and Terms of Service

We may occasionally update the Service and these Terms of Service. When we do, we will revise the "last updated" date on these Terms of Service. You should check the Service and these Terms of Service frequently to see recent changes. Your continued use of the Service after such changes will be subject to the then-current terms of service. This version of these Terms of Service shall supersede all earlier versions.

Legal Notices

Enforcement of these Terms of Service will be governed by the laws of the State of Washington in the United States, excluding its conflict and choice of law principles. The exclusive jurisdiction and venue for any claims arising out of or related to these Terms of Service or your use of the Service will lie in the State and Federal courts located in King County, Washington, and you irrevocably agree to submit to the jurisdiction of such courts. The failure of Drivers Club to enforce any right or provision in these Terms of Service will not constitute a waiver of such right or provision unless acknowledged and agreed to by Drivers Club in writing. In the event that a court of competent jurisdiction finds any provision of these Terms of Service to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

Third Party Beneficiary

Drivers Club and You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions set forth herein, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary hereof.

Contacting Drivers Club

If you have any questions or concerns about the Service or these Terms of Service, please send us a thorough description by email to [Address 1]@drivers.club, or write to us at:

Drivers Club, LLC.

[Address 1]

[Address 2]