

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



Thank you for your interest in ElecTrip!

Please read these Driver Terms of Service as they contain significant information pertaining to your legal rights, remedies, and obligations. By entering this agreement or using the ElecTrip service or platform, you explicitly recognize that you have read and understood these terms completely and that you have taken the time to contemplate incurring consequences. These terms, in conjunction with ElecTrip's Privacy Policy, ElecTrip's Driver Non-Disclosure Agreement, applicable insurance terms, and ElecTrip Driver Standard Operating Protocol accessible via your Driver Portal compose the binding legal "Agreement" between you and ElecTrip (each a "Party" and together, "the Parties"). These terms of service explicitly supersede all previous agreements or arrangements made with you. This agreement includes various limitations, exclusions, and obligations to comply with applicable laws and regulations, a drug test policy, and an agreement to arbitrate on an individual basis (unless you opt-out). These terms govern your access or use, including by communicating with us or other ElecTrip users, from within the United States of the applications, services, products, and content made available by ElecTrip and its parents, officers, and representatives (unitedly, "ElecTrip").

In this agreement, the words "include(s)" and "including" means "including, but not limited to." ElecTrip may immediately terminate these terms, accounts, or any services with respect to you at any time for any reason. If you have any questions for us regarding this agreement, please contact us at [contact@electrip.us](mailto:contact@electrip.us).

### **Updates.**

ElecTrip reserves the right, at our sole discretion, to modify our Services or to modify these Terms at any time. Such modifications will be effective upon posting of updated terms. We will also update the "Last Revised" date at the top of these Terms. After the updates have posted, your continued use of this service/ platform confirms your agreement to be bound by the amended terms. If amendments are made following the

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



date that you initially agreed to the terms, you have 30 days following the effective date listed to reject the updated terms. By rejecting, you agree to be bound henceforth by the terms as of the date you first agreed to our driver terms of service (or to any subsequent changes to the Terms).

This rejection notice must be provided by email to [contact@electrip.us](mailto:contact@electrip.us) by the email address associated with your Account or (b) by hand delivery to our registered agent for service of process, with ElecTrip managed by sunco. Tracking, LLC. In order to be effective, this notice must include your full name and clearly indicate your intent to reject changes to these Terms or this Arbitration Agreement

## **INTRO**

ElecTrip managed by Sun Co. Tracking, LLC , for and on behalf of its subsidiaries (collectively, “ElecTrip”, “we, or “us”), provides an online marketplace that connects electric vehicles with approved drivers and clients seeking to ride from city to city. ElecTrip is accessible online at [www.ElecTrip.us](http://www.ElecTrip.us). ElecTrip’s website, technology platform, and associated services are collectively referred to as “the services” and the “ElecTrip Platform.”

The Services comprise online applications and related services (each, an “Application”), which enable users to arrange and schedule transportation, logistics, and/or delivery services and/or purchase certain goods, including with third party providers of such services and goods under agreement with ElecTrip or certain ElecTrip affiliates (“Third Party Providers”). Unless otherwise agreed by ElecTrip in a separate written agreement with you, the Services are made available solely for your noncommercial use.

You acknowledge that your ability to obtain transportation, logistics, and/or deliver services through the use of the services does not establish ElecTrip as a provider of transportation, logistics or delivery services or as a transportation carrier.

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



As a driver, you authorize ElecTrip to connect you with a vehicle and Rider based on factors such as location, the estimated time to pick up and dropoff, Rider preferences, and platform. You also authorize ElecTrip to cancel an existing connection and rematch based on the same factors. You understand that third parties own the vehicles and that ElecTrip owns extras offered through the services. As a driver, you confirm that you are 21 years of age or older, you have at least three years of driving experience, and you have an in-state Driver License (the basic driver requirements).

### **GENERAL TERMS**

#### **Eligibility.**

By becoming an ElecTrip Approved Driver, you warrant and represent that you are 21 years of age or older and that you have the authority, capacity, and right to enter and abide by the terms of this agreement. As an ElecTrip Approved Driver, you have trained with ElecTrip for over 10 hours to ensure the safety and consistency of the ElecTrip service. You acknowledge that you have experience with driving and customer service. You certify that all information provided by you to ElecTrip including past experience data and ride numbers on other rideshare platforms is accurate. Any use of the Services by anyone that does not meet this requirement is expressly prohibited.

#### **Relationship with ElecTrip.**

As an approved driver on the ElecTrip platform, you recognize and agree that you and ElecTrip are in a direct business relationship wherein the relationship between the parties outlined under this agreement is entirely and without exception that of independent contracting parties. No joint venture, partnership, employment, franchisor-franchise, or agency relationship exists between you, ElecTrip or any rider, corporations, or Third Party Provider as a result of the use of the services or this

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



agreement. You are held to never expressing yourself as an employee, authorized representative, or agent of ElecTrip.

### **Verification to inspire trust.**

When you apply to become a driver, you provide us with certain personal information to allow us to verify your identity and ensure the safety of other users you interact with through our service to become an “Approved Driver.” You must provide accurate and complete information to ElecTrip about yourself and your vehicle(s), if applicable.

ElecTrip has the right to perform screenings, checks, and processes with the intention to validate identity and/or backgrounds of users and vehicles, including driving history and driver’s license validity. You are aware that ElecTrip performs a background check on every potential driver to ensure the safety of ElecTrip, ElecTrip’s vehicles, and users on the Platform. ElecTrip may use third party services to verify the information you provide to us and to obtain additional related information and corrections where applicable. You hereby authorize ElecTrip to request, receive, utilize, and manage such information.

When applying to be an Approved Driver or at any time after where ElecTrip reasonably believes there may be an increased level of risk associated with your ElecTrip Drivers Account, you authorize ElecTrip in accordance with the Fair Credit Reporting Act, applicable consumer reporting laws, or any similar laws to collect your credit report, personal and/or business auto insurance score, and conduct a background check, including a criminal background check where permissible under applicable law. If asked by ElecTrip, you may deny the existence of any criminal records that have been expunged by a court order, which complies with Texas law. ElecTrip may accept or reject your application to become an Approved Driver in its sole and absolute discretion.

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

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



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 ElecTrip in ElecTrip's reasonable discretion, ElecTrip 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 ElecTrip to a Third Party Provider, if applicable, and are non-refundable.

### **Continuing information Updates.**

You promise to update your information provided to ElecTrip upon any changes to your driving record, contact information, background, or payment method pertaining to your contact information, ElecTrip may send notices to your recorded contact information and such notices are valid whether or not you currently maintain them. You are also solely responsible for the activity occurring on your ElecTrip account, so please keep your password and account information secure. You agree to never disclose your password to any third parties. You must immediately inform ElecTrip of any actual or perceived unauthorized activity on your ElecTrip account. ElecTrip is not responsible for your failure to comply with this clause, or for any delay in closing, freezing, or protecting your ElecTrip Account after you have reported unauthorized access to us.

### **License.**

Subject to your compliance with these Terms, ElecTrip grants you a limited, non-exclusive non-sublicensable, revocable, non-transferable license to: (a) access and use the Applications on your personal device solely in connection with your use of the Services; and (b) access and use any content, information and related materials that

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



may be made available through the Services. Any rights not expressly granted herein are reserved by ElecTrip and ElecTrip's licensors.

### **YOUR COMMITMENTS**

You agree that you will always use your ElecTrip Account and the services in compliance with these Terms, applicable law, and any other policies and standards provided to you by ElecTrip. You commit that you are a legally licensed driver.

#### **Use of the vehicle.**

When you drive a vehicle associated with the ElecTrip platform, you must use the vehicle only for commercial purposes approved by ElecTrip and never for any personal use (e.g. driving other passengers for a fee such as through Lyft or other rideshare services or platforms) unless explicitly approved by an ElecTrip officer. You may not access a vehicle until 30 minutes before your scheduled trip, or 45 minutes if a charge is necessary before pickup. You must return the vehicle on time and in the correct location. Remember that the experience of the rider is top priority so don't feel too much pressure to minimize the time between accessing the vehicle and picking up the rider. As an ElecTrip Driver, you commit to arriving on time to any and all scheduled pick-up locations that are paired with your Driver Account through the ElecTrip Platform. You are obligated to drive the ElecTrip vehicle at or below the posted legal speed limit.

You recognize that ElecTrip Teslas constantly monitor your Driver behavior such as speed limit. When ElecTrip is alerted that you're driving above the legally posted speed limit more than two times during an ElecTrip ride, you acknowledge that a fee of \$25.00 or more will be charged and promptly taken from the payment method listed on your account or this fee will be deducted from your driver fare.

When you have explicit permission by an ElecTrip officer to use the vehicle provided for financial gain with other rideshare services, you must report such activities and are

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



obligated to provide a certain percentage of earning as proper compensation for use of an ElecTrip affiliated vehicle.

You are also obligated to meet all laws or regulations pertaining to child safety seats and other protections for children. You must not leave the vehicle unlocked or with the keys insecure under any circumstances. You must exercise reasonable care for the vehicle and ensure that the vehicle is clean and meets the terms in the ElecTrip Driver Standard Operating Protocol agreement. You will treat the vehicle and any applicable Extras well and will take all reasonable measures to return the vehicle and any applicable Extras on time and in essentially the same condition as received. You are required to operate the vehicle safely at all times and in compliance with all applicable laws, including without limitation, speed limits and prohibitions on impaired or distracted driving. In the event ElecTrip has any concern about your use of the vehicle, ElecTrip may immediately terminate your relationship with ElecTrip. You will be fully financially responsible for any claims, loss, or damage related to your misuse of a vehicle, and your protection plan may be voided.

You are required to never use personal electronic devices such as phones, tablets, or laptops while operating the vehicle. Always keep your personal items and electronics out of sight from the riders. You are required to wear seat belts while operating the vehicle and to demand that all passengers wear seat belts.

### **Inspection and Incident Reporting.**

You must complete a visual inspection before you begin operating the vehicle. If the vehicle is borrowed from another Tesla owner, it is always necessary to take pictures as explicitly noted in the ElecTrip Drivers Standard Operating Protocols agreement. If any significant vehicle damage is observed, you must contact ElecTrip immediately. To ensure that you or ElecTrip are not held responsible for pre-existing damage.

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



After your initial inspection, if you ever determine that the vehicle is unsafe to operate, please do not operate the vehicle and contact us immediately at (281)783-9579 (email your supervisor & [contact@electrip.us](mailto:contact@electrip.us) if no one answers your call to this number).

You must immediately report to ElecTrip and to the police if there has been a collision. You will need to use all reasonable efforts to secure evidence from any available witnesses and to provide ElecTrip or third-party claims administrators with a written description of the incident and any other information requested, including identity and insurance information of any parties involved in the incident. You are also required to cooperate in any loss investigation conducted by ElecTrip, third party claims administrators, law enforcement, or insurers. After an incident, you may not continue to use the vehicle unless you have the explicit permission of ElecTrip staff. Failure to timely report an incident or cooperate in an investigation may reduce or invalidate any protection plan received via the Services.

Once you've contacted ElecTrip about the vehicle issues, notify your riders as well, ensure riders that their ride will be serviced as soon as possible and that they will get a partial or complete refund for the inconvenience.

### **Rider Cancellation.**

Users may cancel their trip by email or phone, explicitly stating trip details and cancellation intent, and the cancellation is effective immediately. Riders recognize that cancelling within 24 hours of your scheduled trip departure time, users receive a 50 percent refund of the total trip cost paid upon booking. Riders may also be charged if they fail to show up after booking a ride, and after the ElecTrip driver has waited at the pickup location for 30 minutes after the scheduled time. Riders recognize that the ElecTrip driver may leave the scheduled pickup location after the 30 minute wait period whether or not the rider contacted ElecTrip or the ElecTrip driver of their request to extend the departure time. Riders must notify the driver through the ElecTrip



## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



designated platform to request an extended departure time. Riders recognize that a \$30.00 hourly wait fee applies following the 30 minute wait grace period, and this hourly wait fee will be charged to the same payment method used when the rider booked their ElecTrip.

### **ElecTrip Cancellation.**

In some cases, ElecTrip may need to cancel a trip after booking to protect our users against fraud or for trust and safety considerations. ElecTrip will notify both hosts and guests in such an event. When ElecTrip must cancel a trip, guests will receive a full refund and Drivers are generally not eligible for earnings.

### **Flight Delay or Flight Cancellation.**

If a Rider's flight is delayed or canceled, users must message their drivers to inform them and to request a trip modification for a new start time. We expect the driver to make a good-faith effort to accommodate a new trip start time. The driver must document their attempt to accommodate a new trip start time in ElecTrip messaging. If the driver cannot or does not accommodate a new start time and the trip must be canceled, ElecTrip will issue a complete refund to the user who misses their trip as a result of the flight cancellation or delay. Riders must provide supporting documentation, for example, a screenshot from the mobile application or website of the airline showing the flight delay, and must notify the host via ElecTrip messaging. In this situation, Drivers will not receive any compensation, and the Rider will receive a complete refund, provided the documentation shows the cancellation was due to a flight issue. To take advantage of this policy, in addition to providing documentation, Riders must notify ElecTrip of a flight delay or cancellation within at least ten (10) hours of the trip's scheduled start time, or they will not receive a refund. Also, if the Rider's flight is canceled/delayed more than three (3) days in advance of the trip start time, this policy does not apply. In both cases, the standard Rider Cancellation policy outlined above remains in effect.

### **ADA Policy.**

You are aware of and must comply with ElecTrips ADA policy, wherein Electrip can provide a wheelchair accessible vehicle with 48 hours notice for any traveler who intends to travel in a wheeled mobility device. You will be notified by ElecTrip if a wheelchair accessible vehicle is needed. If any person informs you of their belief that they've been discriminated against or denied full participation in transportation on the basis of disability, you must inform of their ability to file an ADA complaint, within 90 days of the alleged incident, and to refer to the filing procedures outlined in the section of the Riders Frequently Asked Questions on the ElecTrip website.

### **Borrowed Car Theft.**

It is a felony in most states to fail to return a borrowed vehicle within a certain time after the agreed-upon borrowing time has expired. Failing to return the car to its original location and failing to notify the vehicle owner

The following conduct may result in the reporting of the vehicle as stolen to law enforcement, and civil and/or criminal penalties, as well as the voiding of your protection and/or insurance plan:

- ❖ If you fail to return the vehicle shared with you at the time and place agreed upon with the host and/or designated in your reservation;
- ❖ If you do not return the vehicle by the end of the reservation period;
- ❖ If the vehicle is returned to any place other than the return location on the reservation or agreed upon with the owner. Any damage to, or loss or theft of, a vehicle occurring prior to the owner inspecting the vehicle upon return at the end of the reservation is the Driver's responsibility;
- ❖ If you misrepresent facts to the host/owner pertaining to booking, use, or operation of vehicle;

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



- ❖ If the vehicle's interior components are stolen or damaged or the vehicle itself is stolen or damaged when the vehicle is left unlocked or unattended with the keys not secured during the reservation period;
- ❖ If you fail or refuse to communicate in "good faith" with host, police, ElecTrip, or other authorities with a full report of any accident or vandalism involving the vehicle or otherwise fails to cooperate in the investigation of any accident or vandalism;
- ❖ If the vehicle is operated by anyone who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the reservation period; who has obtained the keys without permission of the host or ElecTrip; or who misrepresents or withholds facts to/from the host or ElecTrip material to the booking, use or operation of vehicle.

A \$500 case administration charge will be imposed on the Approved Driver if ElecTrip and/or the vehicle owner has to report a vehicle as stolen to law enforcement due to it not being returned. In addition, the Approved Driver for the vehicle is responsible for any private investigation costs ElecTrip deems necessary to recover a vehicle that is not returned.

### **Repossession.**

ElecTrip, a hired agent of ElecTrip, or the host/ owner may repossess any vehicle booked through the Services without demand, at the Driver's expense, if the vehicle is not returned by the end of the reservation, is found illegally parked, apparently abandoned, or used in violation of applicable law or these Terms.

### **Missing Vehicles.**

If a vehicle assigned for your operation through the Services goes missing and/or is stolen during the reservation period, you must immediately return the original ignition key to the host; file a police report immediately after discovering the vehicle is missing

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



or stolen, but in no event more than 24 hours after discovering it has gone missing; and cooperate fully with the host, law enforcement, ElecTrip, and other authorities in all matters related to the investigation.

### **Restricted activities.**

Pertaining to your participation with or access to the ElecTrip services, you agree to never:

- ❖ Impersonating any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- ❖ Consume alcohol prior to (up to 12 hours before) or during the ride that may to any extent impair your ability to drive and abide by the law;
- ❖ Drive the vehicle above the legal speed limit;
- ❖ Carry a weapon;
  
- ❖ Post false, inaccurate, misleading, defamatory, or libelous content;
- ❖ Communicate on our platform in any way that may be fraudulent, obscene, sexually-oriented, or illegal;
- ❖ Stalk, harass, harm or threaten any users of ElecTrip, including:
  - Collect or store any personally identifiable information about any other user other than for purposes of transaction as a Tesla owner or Driver in accordance with these Terms;
  - Engage in physically or verbally abusive or threatening conduct;
  - Use our Services to transmit, distribute, post, or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information, or credit, debit, calling card, or account numbers;
  - Treat anyone differently based on the way they look, who they love, what they believe, how they self-identify, where they're from, or when they were

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



born. Discrimination of any kind is not tolerated on or when using the ElecTrip platform;

- ❖ Allow the ElecTrip passenger to operate the vehicle, (Only an ElecTrip authorized driver may operate the vehicle in order to abide by the Texas open container law);
- ❖ Fail as a Driver to timely pick-up or deliver, make available, or return any vehicle and optional Extras, unless you have a valid reason as set out in our policies;
- ❖ Use the Platform to find a user, and then complete a transaction partially or wholly independent of the Services, in order to circumvent the obligation to pay any fees related to ElecTrip's provision of the Services or for any other reasons (aka, gray market transactions);
- ❖ Offer any Extra that is not safe, clean, and acceptable for the use it is intended;
- ❖ Requesting any payments or transactions outside of ElecTrip's platform;
- ❖ Leave a vehicle unlocked or running or unattended with the keys inside, except where instructed to do so directly by ElecTrip in certain limited circumstances.
- ❖ Dilute, tarnish, or otherwise harm the ElecTrip brand in any way, including
  - Through unauthorized use of ElecTrip and/or user content;
  - Registering and/or using ElecTrip or derivative terms in domain names, trade names, trademarks, or otherwise
  - Registering and/or using domain names, trade names, trademarks, social media account names, or other means of identification that closely imitate or are confusingly similar to Electrip domains, trade names, trademarks, promotional campaigns, or ElecTrip and/or user content;
- ❖ Provide or submit and false information, including:
  - False name, date of birth, driver's license, insurance, credit card, payment method or other personal information;

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



- A claim, or responding to a claim (for example about damage to a vehicle or Extras), with false or misleading information;
  - Book or drive any vehicle without a valid driver's license;
  - Register for an ElecTrip Account on behalf of an individual other than yourself;
- 
- ❖ Use the Services for your own unrelated purposes, including to:
    - Contact a user for any purpose other than in relation to a booking or said host's vehicle(s) or listing(s);
    - Contact a guest for any purpose other than in relation to a booking or such guest's use of the Services;
    - Harvest or otherwise collect information about users without their and our consent;
    - Commercialize any content found on the ElecTrip Platform or software associated with our Services, including reviews;
    - Recruit or otherwise solicit any user to join third party services or websites that are competitive to ElecTrip, without ElecTrip's prior written approval;
- 
- ❖ Reproduce, perform, distribute, infringe, display, reverse engineer, or prepare derivative works from content that belongs to ElecTrip or is licensed to ElecTrip, or that comes from the Services and belongs to another ElecTrip user or to a third party, including works covered by any trademark, patent, copyrights, or other intellectual property, privacy, publicity, moral, or contractual rights, except with the prior express written permission of ElecTrip;
  - ❖ Disrupt or attempt to obstruct ElecTrips platform or networks affiliated;
  - ❖ Copy or "mirror" any aspect of the platform, without ElecTrips prior written consent;
  - ❖ Rent, lease, sublease, lend, license or sublicense any section of the Platform to any other party for any purpose;

- ❖ Using meta tags that reference ElecTrip to direct people to other websites;
- ❖ Interfere with the operation of the Services, including by:
  - Interfering with any other user's listings;
  - Entering into an ElecTrip transaction with a member of your family, household friend, colleague, or acquaintance;
  - Distributing or posting spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
  - Bypassing robot exclusion headers, interfering with the working of the Services, or imposing an unreasonable or disproportionately large load on our infrastructure;
  - Distributing viruses or any other technologies such as cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or e-mail address information, or similar methods or technology that may disrupt or interfere with the operation or provision of our Services, or harm ElecTrip or the interests or property of others;
  - Systematically retrieving data or other content from our Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directly, or the like, whether by manual methods, or through the use of bots, crawlers, spiders, or otherwise;
  - Using display mirroring or framing the Services or any individual element within the Services, ElecTrip's name, any ElecTrip trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page in the Services, without ElecTrip's express written content;
  - Accessing, tampering with, or use non-public areas of the Services, ElecTrip's computer systems, or the technical delivery systems of ElecTrip's providers;

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



- Attempting to probe, test, or scan the vulnerability of any of ElecTrip's system or network or breach any security or authentication measures;
  - Forging any IP/TCP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive, or false source-identifying information;
  - Avoiding, removing, deactivating, impairing, bypassing, descrambling, or otherwise circumventing any technological measure implemented by ElecTrip or any of ElecTrip's providers or any other third party (including another user) to protect the Services;
  - Endeavoring to decipher, disassemble, decompile, or reverse engineer any of the software used to provide the Services; or
  - Endeavoring to circumvent a termination, suspension, or closure of your ElecTrip Account, including, but not limited to, creating a new ElecTrip Account to circumvent an account suspension or closure or giving vehicles shared with you exclusively through ElecTrip to you or a member of your household;
- ❖ Nor advocate, encourage, request, or assist any third party to engage in the restricted activities listed above.

## **OTHER DRIVER PAY AND PROCESSING TERMS**

### **Driver Fare.**

You are entitled to a basic driver fare for the services you provide through our ElecTrip platform. This consists of a base hourly rate taking into consideration the length of time taken transporting riders as well as charging, and retrieving and returning the vehicle to the designated location. Additionally, promotions and discounts provided to riders will not impact the driver fare or other payments owed to you.

### **Additional Payments to You.**



## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



In addition to the Driver Fare, you may have tips provided by riders along with other possible rewards or incentives based on positive performance. The rider tip will be paid entirely to you and is considered separate from the Driver Fare. You accept that any advertising and/or marketing by ElecTrip and its affiliates will not impact your monetary payment.

### **Payments.**

As your limited payment collection agent, ElecTrip will collect payments owed to you by riders and other third parties. You agree that the receipt of those payments by ElecTrip satisfies the rider's obligation to pay you for your services. It is within ElecTrip's domain to withhold any or all of your driver fare from a trip (with the exception of tips) if we believe that you have attempted to in any manner, defraud riders, ElecTrip, ElecTrip's platform, or our payment system.

We will attempt to pay you, with our best efforts on a biweekly basis. All payments to you shall not include any interest and required amounts to be withheld by law (including taxes). All payments owed to you will be provided by ElecTrip using your preferred payment method designated specifically in your driver Account.

## **PRIVACY**

At ElecTrip, we want to connect people through transportation, bring communities together, and encourage Electric Vehicle (EV) adoption. In this Privacy Policy, we tell you what information we receive from ElecTrip Riders 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 ElecTrip community as part of our mission to bring people together.

**Scope of this Privacy Policy.** ElecTrip ("ElecTrip," "we," "our," and/or "us") values the privacy of individuals who use our application, websites, and related services

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



(collectively, the “ElecTrip Platform ”). This privacy policy (the “Privacy Policy”) explains how we collect, use, and share information from ElecTrip users (“Users”), comprised of both ElecTrip riders (“Riders”) and ElecTrip drivers (including Driver applicants) (“Drivers”).

### **Information We Collect.**

#### **(i) Information You Provide to Us:**

**Registration Information.** When you sign up for an ElecTrip account, you give us your name, email address, and phone number.

**Payment Method.** When you add a payment method to your ElecTrip account, a third party handles payments for ElecTrip and they will receive your account or card information. To keep your financial data secure, we do not store full credit card information on our servers.

**Communications.** If you contact us directly, we may receive additional information about you. For example, when you contact our Customer Support Team, we will receive your name, email address, phone number, the contents of a message or attachments that you may send to us, and other information you choose to provide.

### **User Provided Content.**

ElecTrip may, in ElecTrip’s sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to ElecTrip 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”).

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by ElecTrip in its sole discretion, whether or not such material may be protected by law. ElecTrip may, but shall not be obligated to, review, monitor, or remove User Content, at ElecTrip’s sole

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



discretion and at any time and for any reason, without notice to you. ElecTrip reserves the right, at any time and without prior notice, in accordance with applicable law, to disable or remove access to any content that ElecTrip, at its sole discretion, considers to be objectionable for any reason, in violation of this Agreement, or otherwise harmful to the Services or our community.

### **(ii) Information We Collect When You Use the ElecTrip Platform**

**Location Information.** Vehicle location is consistently tracked by ElecTrip for your safety, and to monitor the battery life of the electric vehicle in order to minimize unnecessary stops while during a trip. We collect data from the Vehicle (such as location, speed, direction, height, acceleration or deceleration) to analyze usage patterns. If the need ever arises, our Trust & Safety team may use and share location information to help protect the safety of ElecTrip Users or a member of the public. In addition to the reasons described above, Driver's location information and distance travelled is necessary to calculate charges and insurance for ElecTrip Drivers.

**Usage Information.** To help us understand how you use the ElecTrip Platform and to help us improve it, we automatically receive information about your interactions with the ElecTrip Platform, like the pages of other content you view, your actions within the ElecTrip website, 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 Riders and Drivers who have been connected for a ride. We receive information about these communications including the date and time of the call or SMS message, the parties' phone numbers, and the content of any SMS messages. For security purposes, we may also monitor and/or record the contents of phone calls made on the ElecTrip Platform, such as those between Riders and Drivers. You will be given notice that your call may be recorded, and by proceeding you agree to allow ElecTrip to monitor and/or record your call.

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



**User Feedback.** At ElecTrip, we want to make sure Users are always enjoying great rides. Riders may rate and review Drivers at the end of every ride. We receive information about ratings and reviews of your rides. This information is used to monitor your customer service skills, performance as a driver, and your qualification for any bonuses.

**Cookies and Similar Technologies.** We collect information through the use of “cookies”, tracking pixels, and similar technologies to understand how you navigate through the ElecTrip Platform and interact with ElecTrip advertisements, to learn what content is popular, and to save your preferences. Cookies are small text files that web servers place on your device; they are designed to store basic information and to help websites and apps recognize your browser. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be accessed every time you use the ElecTrip Platform. You should consult your web browser(s) to modify your cookie settings. Please note that if you delete or choose not to accept cookies from us, you may be missing out on certain features of the ElecTrip Platform.

### **(iii) Information We Collect from Third Parties**

**Third Party Partners.** We may receive additional information about you, such as demographic data, payment information, or fraud detection information, from third party partners and combine it with other information that we have about you.

**Enterprise Programs.** If a company, university, or organization participates in one of our enterprise or corporate programs such as ElecTrip for Work, we may receive information about them, such as the email address, from the participating organization. We also may give a participating organization the opportunity to request a ride on

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



another individual's behalf, in which case they may provide us with the name, phone number, and the pickup and drop off location for their ride.

**Background Information on Drivers.** ElecTrip works with third party partners to perform driving record and criminal background checks on Drivers, and we receive information from them such as publicly available information about a Driver's driving record or criminal history.

### **HOW WE USE THE INFORMATION WE COLLECT**

We use the information we collect from all users to:

- ❖ Connect Riders with Drivers;
- ❖ Provide, improve, promote, and expand the ElecTrip Platform;
- ❖ Analyze how the ElecTrip community uses the ElecTrip Platform;
- ❖ Personalize the ElecTrip experience for you and your friends and contacts;
- ❖ Communicate with you, either directly or through one of our partners, including for marketing and promoting purposes;
- ❖ Facilitate transactions and payments;
- ❖ Send you text messages and push notifications;
- ❖ Provide you with customer support;
- ❖ Find and prevent fraud; and
- ❖ Respond to trust and safety issues that may arise, including auto incidents, disputes between Riders 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 ElecTrip Platform:

- ❖ Determining a Driver's eligibility to drive for ElecTrip;
- ❖ Sending emails and text messages to Drivers who have started the driver application process regarding the status of their application;
- ❖ Notifying Drivers about ride demand, pricing and service updates; and

- ❖ Calculating and providing ElecTrip's auto insurance policy and analyzing usage patterns for safety, insurance purposes, and improving the ElecTrip ride experience.

### **HOW WE SHARE THE INFORMATION WE COLLECT**

#### **(i) Sharing Between Users**

**Sharing between Riders and Drivers.** Riders and Drivers that have been matched for a ride may be able to see basic information about each other, such as names, photo, ratings, and any information they have added to their Profiles. Drivers see the pick-up location that the Rider has provided. Riders are notified of a Driver's proximity to the pick-up location, their arrival to the pick-up location, and continuing updates about the grace period of 30 minutes allowed for the Rider to postpone the pick-up time. Riders' 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 Rider that provided the rating or feedback.

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

#### **(ii) Sharing Between ElecTrip and Third Parties**

**API and Integration Partners.** If you connect to the ElecTrip Platform through an integration with a third party service, we may share information about your use of the ElecTrip Platform with that third party. We may share your information with our third party partners in order to receive additional information about you. We may also share your information with third party partners to create offers that may be of interest to you. We may also share your information with other third parties we are partnered with and who are associated with you such as hotels and resort concierge (where in your arrival

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



and departure time as well as name and customer preferences may be provided to said third party to improve the experience provided by ElecTrip and the Third Party).

**Third Party Services.** The ElecTrip Platform may allow you to connect with other websites, products, or services that we don't have control over (for example, we may give you the ability to order food delivery from a restaurant). If you use these services, we will provide the third party with information about you to allow them to provide the service to you (for example, we would give the restaurant your name, phone number and address to drop off the food). We can't speak to the privacy practices of these third parties, and we encourage you to read their privacy policies before deciding whether to use their services.

**Service Providers.** We work with third party service providers to perform services on our behalf, and we may share your information with such service providers to help us provide the ElecTrip Platform and Extras.

**Other Sharing.** We may share your information with third parties in the following cases:

- ❖ While negotiating or in relation to a change of corporate control such as restructuring, merger or sale of our assets;
- ❖ To comply with a legal requirement or process, including but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures.
- ❖ If a government authority requests information and we think disclosure is required or appropriate in order to comply with laws, regulations, or a legal process (for example, subpoenas or warrants);
- ❖ With law enforcement officials, government authorities, or third parties if we think doing so is necessary to protect the rights, property, or safety of the ElecTrip community, ElecTrip, or members of the public;
- ❖ To enforce or administer these Terms;

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



- ❖ To do so for fraud prevention, risk assessment, investigation, customer support product development, and debugging purposes;
- ❖ With our insurance partners to help determine and provide relevant coverage in the event of an incident;
- ❖ If you signed up for a promotion with another User's referral or promotion code, with your referrer to let them know about your redemption of or qualification for the promotion;
- ❖ To provide information about the use of the ElecTrip Platform to potential business partners in aggregated or de-identified form that can't reasonably be used to identify you; and
- ❖ Whenever you consent to the sharing.

Any User Content provided by you remains your property. However, by providing User Content to ElecTrip, you grant ElecTrip 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 ElecTrip Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and ElecTrip'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: (a) you either are the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases necessary to grant ElecTrip the license to the User Content as set forth above; and (b) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor ElecTrip's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary



## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation,

### **YOUR CHOICES**

**Email Subscription.** You may always unsubscribe from ElecTrip's commercial or promotional emails but it's still necessary to send you transactional and relational emails about your use of the ElecTrip Service.

**Profile Information.** Your name will always be shared with Drivers.

**Location Information.** While your location is not tracked by ElecTrip through your personal device, a Driver's location is core to the ElecTrip Platform and without it we can't provide our services to you.

**Data Security.** We are committed to protecting the data of the ElecTrip community. Even though we take reasonable precautions to protect your data, no security measures can be 100% secure, and we cannot guarantee the security of your data or information.

**Children's Privacy.** ElecTrip is not directed to children, and we don't knowingly collect personal information from children under 13. If we find out that a child under 13 has given us personal information, we will take steps to delete that information. If you believe that a child under the age of 13 has given us personal information, please contact us.

**Changes to Our Privacy Policy.** We may make changes to this Privacy Policy from time to time. If we make any material changes, we will let you know through the ElecTrip Platform, by email, or other communication. We encourage you to read this Privacy Policy periodically to stay up-to-date about our privacy practices. As long as you use

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



the ElecTrip Platform, you are agreeing to this Privacy Policy and any updates we make to it.

**Contact Information.** Feel free to contact us at any time with any questions or comments about this Privacy Policy, your personal information, our use and sharing practices, or your consent choices by contacting us at [contact@electrip.us](mailto:contact@electrip.us) or [281.783.9579](tel:281.783.9579).

## **OTHER LEGAL MATTERS**

### **Disclaimers.**

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

ElecTrip does not provide transportation services, and ElecTrip is not a transportation carrier. ElecTrip is not a common carrier or public carrier. It is up to the Driver to decide whether or not to offer a ride to a Rider contacted through the ElecTrip Platform, and it is up to the Rider to decide whether or not to accept a ride from any Driver contacted through the ElecTrip Platform. We cannot ensure that a Driver or Rider 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 ElecTrip Platform is provided on an “as is” basis and without any warranty or express, condition, statutory or implied. We do not promise and do not guarantee any specific results from use of the ElecTrip Platform and/or the Services, including the ability to receive Services at any given time or location.**

To the fullest extent permitted by law, we specifically disclaim any implied warranties of title, fitness, and merchantability for a particular purpose and non-infringement. Some

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



states do not allow the disclaimer of implied warranties, so the preceding disclaimer may not apply to you.

We do not warrant that your use of the ElecTrip Platform or Services will be accurate, complete, reliable, secure, current, uninterrupted, error-free, or always available. In addition, we do not warrant that your use of the ElecTrip Platform or Services will meet your requirements, that any defects in the ElecTrip Platform will be corrected, or that our Platform is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, availability and connectivity of the ElecTrip Platform or Services.

ElecTrip is not responsible for the conduct, whether online or offline, of any User or Driver of the ElecTrip Platform or Services. You are solely responsible for your interactions with other Users.

**We cannot guarantee that each Rider is who they claim to be.** Please note that there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication or other use or access of the ElecTrip Platform by persons under the age of 18 in violation of this Agreement. Please use common sense when using the ElecTrip Platform and Services. We encourage you to communicate directly with each potential Rider prior to engaging in an arranged transportation service or providing any Other Services.

**We do not procure insurance for, nor are we responsible for, personal belongings left in the vehicle by Riders.** By using the ElecTrip Platform and participating in the Services, you agree to accept such risks and agree that ElecTrip is not responsible for the acts or omissions of Users on the ElecTrip Platform or participating in the Services (including unauthorized users such as “hackers”).

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



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

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

**Any of your Information, including geolocational data, you upload, provide, or post on the ElecTrip Platform may be accessible to ElecTrip and certain Users.**

Location data provided by the ElecTrip Platform is for basic location purposes only and is not intended to be relied upon in situations where precise location data is needed or where erroneous, incomplete or inaccurate location information may lead to death, personal injury, environmental or property damage. Neither ElecTrip, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the ElecTrip Platform.

### **Termination.**

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



You may discontinue your use of the Services at any time and ElecTrip may terminate your access to the Services and remove any listings for any reason or no reason to the extent permissible under applicable law. Termination of access to the Services will not release a Party from any obligations You incurred prior to the termination and ElecTrip may retain and continue to use any information, including photography, previously provided by you or of you. Termination of the Agreement will not have any effect on the disclaimers, waiver or liability limitations, or legal disputes provisions under the Agreement and/or any fees due, and all of these terms will survive any termination of the Agreement.

### **No Vehicle Transfer or Assignment.**

Except as otherwise provided herein, riders, drivers, and hosts agree that nothing in these Terms constitute an actual or purported transfer or assignment of any right or interest in a vehicle or optional Extras shared through the ElecTrip Services.

### **Safety.**

ElecTrip may, but does not commit to, undertake efforts to ensure the safety of vehicles shared through the ElecTrip Platform. ElecTrip does not depict, endorse, confirm, or make any representations about the roadworthiness or safety of any vehicles beyond our policies requiring vehicle owners to ensure that their vehicle is safe, in operable condition, legally registered to be driven on public roads, have a clean title (non-branded/non-salvaged/non-washed/non-written off), and not subject to any applicable safety recall. ElecTrip does not endorse any vehicle, user, or a user's background, or commit to undertake any specific screening process.

### **Drug Test Policy.**

This policy describes ElecTrip's procedures for conducting random drug testing of Drivers in its efforts to maintain a safe and drug-free platform.

**Random Selection.** ElecTrip will randomly drug-test Drivers for compliance with its drug-free workplace policy on a quarterly basis. Random testing means Drivers will be selected for testing using a computer-based random-number generator. This will result in an equal probability that any Drivers from the entire group of Drivers will be tested.

Each quarter, on a day selected by a computer-based random-date generator, the human resources department will pull a random selection of Drivers names and immediately notify the Drivers selected for testing. Testing must be completed on the same workday the Driver is selected, absent extenuating circumstances such as out-of-town travel. In all circumstances, testing must be completed within 24 hours of selection.

Electrip has no discretion to waive the selection of a Driver selected at random.

**Substances Covered by Drug and Alcohol Testing.** Drivers will be tested for their use of commonly abused controlled substances, which include amphetamines, barbiturates, opiates, cannabinoids, cocaine, methadone, methaqualone, phencyclidine (PCP), propoxyphene and chemical derivatives of these substances.

Drivers must advise the testing lab of all prescription drugs taken in the past month before the test and must be prepared to show proof of such prescriptions upon request.

**Testing Methods and Procedures.** All testing will be conducted by a licensed independent medical laboratory, which will follow testing standards established by the state or federal government. Testing will be conducted on a urine sample provided by the Driver to the testing laboratory under procedures established by the laboratory to ensure the privacy of the Driver, while also protecting against tampering with or alteration of the test results.

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



Drivers will be considered to be engaged, driving for ElecTrip during the time spent taking a drug test and will be compensated for such time at their regular rate of pay, with the exception of retesting at the request of the Driver.

ElecTrip will pay for the cost of the initial testing, including the confirmation of any positive test result by gas chromatography. The testing lab will retain samples in accordance with state law, so that a Driver may request a retest of the sample at his or her own expense if the Driver disagrees with the test result.

**Consequences of Positive Test Results.** If a Driver tests positive on an initial screening test, the Driver will be temporarily suspended while the confirmation test is being conducted. . A positive test result confirmed by a medical review officer of the laboratory will result in banning of the Driver from the ElecTrip platform in accordance with ElecTrip's zero-tolerance drug-free policy.

All Drivers have the right to discuss their test results with testing laboratory personnel and ElecTrip, these discussions should be considered within ElecTrip or within the laboratory who need to know such information to make proper decisions regarding the test results or regarding the approval of the Driver to drive with ElecTrip.

**Recordkeeping.** All records concerning test results will be kept by ElecTrip in medical files that are maintained separately from Drivers personnel files. Drivers have a right to obtain copies of all test results from the testing laboratory or from ElecTrip.

**Retesting.** Drivers may request a retest of their positive test results within five business days after notification of a positive test result. This retest is at the expense of the individual, unless the original test result is called into quest by the retest. Where the Driver believes that the positive test result was affected by taking lawful or prescribed substances not in violation of company policy, the Driver may be suspended without pay

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



pending substantiation of the Driver's claims. Drivers will be provided no more than five business days in which to produce this additional information.

### **Communications.**

By using the ElecTrip Platform, you agree to receive communications from Electrip, including emails, text messages, phone calls, and push notifications. You are responsible for acquiring the data network, proper devices, and updates required to use the services. You acknowledge that standard text message and cell phone rates may apply to communications between us and to the use of the platform, and those rates are not in our responsibility to incur. ElecTrip 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.

In order to contact you more efficiently, you agree that we may at times contact you using autodialed or pre recorded message calls or text messages at your telephone number(s). We may place such calls or texts primarily to confirm your signup; provide notices regarding your ElecTrip Account or ElecTrip Account activity; investigate or prevent fraud; collect a debt owed to us; or communicate urgent messages. We may share your phone number(s) with service providers with whom we contract to assist us in pursuing these interests. We will not share your phone number(s) with third parties for their own purposes without your consent. Where ElecTrip is required to obtain your consent for such communications, you may choose to revoke your consent.

You authorize ElecTrip and its partners, without notice or warning and in our discretion, to monitor or record telephone conversations you or anyone acting on your behalf has with ElecTrip or its agents for quality control and training purposes. You acknowledge and understand that your communications with ElecTrip may be overheard, monitored,



## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



or recorded without further notice or warning. If you do not wish to have your call recorded, please contact us instead in writing through [contact@electrip.us](mailto:contact@electrip.us).

### **ElecTrip Photography.**

ElecTrip may offer drivers the option of having photographers take photos of them and/or hosts, drivers, or riders with them or the vehicle (“Images”). You will cease using the Images if they no longer accurately represent ElecTrip services. You agree that ElecTrip is the sole and exclusive owner - or exclusive licensee, as allowed by applicable law - of all right, title, and interest in all copyrights, trademark rights, and any and all other intellectual property rights, including right of publicity rights, worldwide, in the Images regardless of whether you include them in your listing, and you shall take no action to challenge or object to the validity of such rights or ElecTrip’s ownership or registration thereof. You acknowledge that ElecTrip may use the Images for advertising, marketing, commercial, and other business purposes in any media or platform, whether in relation to your listing or otherwise, without further notice or compensation. Further, you waive any and all rights to royalties or moral rights you may have in the Images. If you use the ElecTrip photography program, you agree that you will not use the Images in connection with any platform, website, or application other than ElecTrip. At ElecTrip’s request, you will execute documents and take such further acts as ElecTrip may reasonably request to assist ElecTrip to acquire, perfect, and maintain its intellectual property rights and other legal protection in the Images.

You understand that if ElecTrip uses the term “Verified Images” the term is intended only to indicate a photographic representation of the vehicle at the time the photograph was taken. Verified Images are therefore not an endorsement by ElecTrip of any user or any vehicle.

### **Insurance.**

In the event of a conflict or inconsistency between the explanation of insurance coverage in these terms and an insurance policy offered to the ElecTrip user or Driver,

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



the insurance policy language controls. There is no insurance or protection available via the Services outside the United States.

### **Policy Enforcement.**

When an issue arises, we may consider the host's performance history and the specific circumstances in applying our policies. We may choose to be more lenient with policy enforcement in an effort to do the right thing, subject to our sole and absolute discretion.

### **General.**

If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions of this Agreement. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement. You agree that this Agreement and all incorporated agreements may be automatically assigned by ElecTrip, in our sole discretion by providing notice to you.

Any notices to you shall be provided through the ElecTrip Platform or given to you via email or physical you provide to ElecTrip during the registration process.

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 ElecTrip with respect to the subject matter hereof and supersedes all previous understandings and agreements between the parties, whether oral or written.

Headings are for reference purposes only and in no way define, construe, limit, or describe the scope or context of such section.

You may not assign these Terms without ElecTrip's prior written approval. ElecTrip may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of ElecTrip'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, ElecTrip or any Third Party Provider as a result of this Agreement or use of the Services. ElecTrip'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 ElecTrip in writing.** This provision shall not affect the Severability and Survivability section of the Arbitration Agreement of these Terms.

### **Third Party Services and Content.**

The Services may be made available or accessed in connection with third party services and content (including advertising) that ElecTrip 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. ElecTrip does not endorse such third party services and content and in no event shall ElecTrip 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.

### **Liquidated Damages/Contract Penalty.**

You acknowledge that the actual damages likely to result from you (i) engaging in gray market transactions (i.e., using ElecTrip to find a guest or vehicle, and then completing a reservation or related transaction partially or wholly independent of ElecTrip, in order to circumvent the obligation to pay any ElecTrip Fees) or (ii) registering domains, social media handles, bidding on keywords, or otherwise using the ElecTrip domains, trademarks, or taglines are difficult to estimate and would be difficult for ElecTrip to prove. **You will pay ElecTrip \$5,500 in Liquidated Damages to compensate**

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



**ElecTrip for any such conduct.** This amount is not intended as a punishment for any such breach.

### **ElecTrip Claims of Copyright Infringement Policy.**

ElecTrip respects the intellectual property of others, and expects Users to do the same. If in good faith, you believe any materials on the ElecTrip Platform infringe upon your copyrights, please send the following information to [contact@electrip.us](mailto:contact@electrip.us) : (1) a description of the copyrighted work that you claim has been infringed, including specific location on the ElecTrip Platform where the claimed material is located. Include enough information to allow ElecTrip to locate the material. Explain why you believe an infringement has taken place; (2) a description of the location where the original or an authorized copy of the copyrighted work exists – for example, the Internet address or the name of the book in which it has been published; (3) your address, telephone number, and e-mail address; (4) 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; (5) a statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (6) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

### **Confidentiality.**

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to ElecTrip's business, operations and properties, information about a User made available to you in connection with such User's use of the Platform, which may include the User's name, pick-up location, contact information and photo ("Confidential Information") disclosed to you by ElecTrip for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



Confidential Information of ElecTrip in order to prevent it from falling into the public domain.

Notwithstanding the above, you shall not have liability to ElecTrip with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by ElecTrip or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of ElecTrip; becomes known to you, without restriction, from a source other than ElecTrip without breach of this Agreement by you and otherwise not in violation of ElecTrip's rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that You shall provide prompt notice of such court order or requirement to ElecTrip to enable ElecTrip to seek a protective order or otherwise prevent or restrict such disclosure.

### **Indemnity.**

You shall indemnify, defend, protect, and hold all parties associated with the ElecTrip platform harmless from and against any and all actions, suits, expenditures, losses, liabilities, claims, and expenses including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your use of or access to the ElecTrip services and Platform or your violation of these Terms; your user content; your violation of any third party rights (including Third Party Providers) or laws; your interaction with any user, booking of a vehicle, or creation of a listing for a vehicle; or the use, condition, or trip, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of a booking, sharing, or use of a vehicle or optional extra. This indemnity and confidentiality agreement above applies without regard to any negligence of a party.

### **Limitation of Liability.**

ElecTrip shall not be liable for any indirect, special, penal, or substantial damages relating to or as a result of your use of ElecTrips platforms and your involvement in our services. You acknowledge that using a vehicle in prohibited manners may lower available liability limits, nullify coverage, or nullify collision protection and/ or protection plan. Some jurisdictions prohibit by law, limitation of liability for incidental or consequential damages, so some of these limitations may not apply to you, and you may have additional rights.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST ElecTrip AND ITS RESPECTIVE SUBSIDIARIES, DIRECTORS, OFFICERS, AGENTS (INCLUDING THIRD PARTY ADMINISTRATORS, INSURANCE PRODUCERS, AND INSURANCE PROVIDERS), OR EMPLOYEES (TOGETHER, THE "ElecTrip PARTIES") AND ANY ElecTrip USER (EXCEPT AS DETAILED BELOW FOR TRANSACTIONS WHERE THE HOST PROVIDES THEIR OWN COMMERCIAL/RENTAL PROTECTION PLAN OR WITH RESPECT TO OPTIONAL EXTRAS) FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES INCLUDING, WITHOUT LIMITATION, A VEHICLE NOT BEING AVAILABLE WHEN IT WAS SUPPOSED TO BE, ANY MALFUNCTION OF OR DEFICIENCY IN A VEHICLE, ANY BREACH OF WARRANTY OR OTHER OBLIGATION BY ANY MANUFACTURER OR OTHER THIRD PARTY, ANY PERSONAL INJURY OR PROPERTY DAMAGE SUFFERED BY YOU OR ANY OF YOUR PASSENGERS (EXCEPT IF DAMAGE ARISES FROM AN EXTRA) AND, IN THE CASE OF THE ElecTrip PARTIES, ANY ACTIONS OR INACTION OF THE HOST. NEITHER ElecTrip NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, FROM THE USE OF OR INABILITY TO USE THE SERVICES, OR FROM YOUR LISTING OR BOOKING OF ANY VEHICLE OR OPTIONAL EXTRA VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY. **Except for our obligations to pay amounts to applicable hosts, drivers, or guests pursuant to these Terms, including an approved payment request or claim under a protection plan or applicable insurance policy, in no event will ElecTrip's or its subsidiaries' or insurers' aggregate liability arising out of or in connection with this Agreement or your use of the Services, exceed the greater of the amount earned by you in the 12 month period prior to the event giving rise to the liability, or (ii) US\$100.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ElecTrip AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. **YOU WAIVE ANY SIMILAR LAW, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

### **Arbitration.**

Please read this section carefully as it affects your rights and impacts on how disputes and claims between you and ElecTrip against each other are settled.

**Agreement to Arbitrate.** The Parties each agree that any and all disputes or claims that have arisen or may arise between you and ElecTrip (including its respective subsidiaries, agents, employees, directors, officers, third party insurance brokers or products, and third party claims administrators) relating in any way to or arising out of

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



the Agreement, your use of, or access to the Services, or any services sold, offered, or purchased through the Services (such as listing or sharing a vehicle) or any breach, enforcement, or termination of the Agreement shall be resolved exclusively through final and binding arbitration, rather than in court, except that each Party retains 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 (the "Agreement to Arbitrate"). The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

**Judicial Forum for Legal Disputes.** Unless the Parties agree otherwise, in the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the Agreement to Arbitrate, as a result of a decision by the arbitrator or a court order, or the parties have reserved their rights to pursue legal action in a court of law for actual or threatened intellectual property infringement pursuant to these Terms, you agree that any claim or dispute that has arisen or may arise between the Parties must be resolved exclusively by a state, federal, or small claims court located in Austin, Texas.

### **Prohibition of Class and Representative Actions and Non-Individualized Relief.**

THE PARTIES AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING



## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

**Arbitration Procedures.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. An arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of the Agreement to Arbitrate, or the interpretation of the section "Prohibition of Class and Representative Actions and Non-Individualized Relief", shall be for a court of competent jurisdiction to decide.

Where the relief sought is \$25,000 or less, the arbitration will be conducted by **FairClaims** in accordance with its Arbitration Rules & Procedures effective at the time a claim is made. Where the relief sought is \$25,001 or more, the arbitration will be conducted by the **American Arbitration Association** ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate.

A Party who intends to seek arbitration must first send to the other, by email, a notice of dispute ("Notice"). The Notice to ElecTrip should be sent via email to **contact@electrip.us**. Please provide your name, telephone number, email, mailing address, and briefly describe both the nature of your dispute and the relief you would like from ElecTrip.

If the Parties are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, either Party may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the **FairClaims** website or the **AAA's**

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



site. (The AAA provides a **Demand for Arbitration form**.) Any settlement offer made by you or ElecTrip shall not be disclosed to the arbitrator.

Any FairClaims arbitration hearing shall be conducted solely on the basis of documents you and ElecTrip submit to the Arbitrator, or where requested, videoconference. Any AAA arbitration hearing shall be held in the county in which you reside or at another mutually agreed location. Either Party may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on the Parties subject to the arbitrator's discretion to require an in-person hearing, if you request a hearing or the Arbitrator determines that a hearing is necessary. In cases where an in-person hearing is held, you and/or ElecTrip may attend by telephone.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different users but is bound by rulings in prior arbitrations involving the same ElecTrip user or driver to the extent required by applicable law. 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. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. An Arbitrator's decision and judgement thereon shall have no precedential or collateral estoppel effect.

The Parties agree that all communications and evidence related to the dispute will remain confidential, and neither party shall take any action that will harm the reputation of any of the other, or which would reasonably be expected to lead to unwanted or unfavorable publicity to either of the Parties or entities.

## ElecTrip Driver Terms of Service

Last Revised: November 12th, 2019



**Costs of Arbitration.** If you prevail in arbitration, you will be entitled to an award of attorney's fees and expenses, to the extent provided under applicable law. ElecTrip will not seek, and hereby waives all rights ElecTrip may have under applicable law to recover, attorney's fees and expenses if ElecTrip prevails in arbitration. Your responsibility to pay any filing, administration, and arbitrator fees will be solely governed by the AAA's rules, unless otherwise stated in the Agreement to Arbitrate.

**Fees.** If your claim for damages does not exceed \$75,000, ElecTrip will pay all such fees, unless the Arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure (11(b))).

**Severability.** With the exception of the provisions in the section "Prohibition of Class and Representative Actions and Non-Individualized Relief," if an arbitrator or court decides that any part of the Agreement to Arbitrate is invalid, unenforceable, or unlawful for any reason, the other parts of the Agreement to Arbitrate shall still apply. 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. If an arbitrator or court decides that any of the provisions in the section "Prohibition of Class and Representative Actions and Non-Individualized Relief" is invalid or unenforceable, then the entirety of the Agreement to Arbitrate shall be null and void. The remainder of the Agreement, these Terms, and its Legal Disputes Section will continue to apply.

\_\_\_\_\_ Driver Name (Printed)

\_\_\_\_\_ Driver Signature

## **ElecTrip Driver Terms of Service**

Last Revised: November 12th, 2019



\_\_\_\_\_ Signature Date