



TERMS&CONDITIONS

LAST UPDATE: DECEMBER 20, 2016

The terms and conditions set forth below and each schedule referenced therein (collectively, as amended or supplemented from time to time in accordance with their terms, the "Terms") constitute a legal and binding agreement between you and Arro, Inc. (the "Company", "Arro", "we", "our" or "us") and govern each of your access, use and possession of any and all applications (mobile or other), websites, content, products, software and services made available in the United States of America by any one or more of the Company or its affiliates, and all interactive features and downloads, that: (i) are owned and/or controlled by the Company, and/or (ii) are available through any of the applications, websites, content, products and services of any of the Company or its affiliates, and/or (iii) interact with any of such applications, websites, content, products, software or services (all such platforms and services are referred to without distinction as "Service(s)"). The Services include, but are not limited to, any applications, websites, content, products, software or other Services that enable or facilitate the ability for a Person seeking to reach one or more destinations (the "Passenger(s)") to order, identify, obtain and/or pay for a ride from a provider of such service (the "Driver(s)"). When used in the Terms, "Application(s)" means any and all websites, web services, mobile applications and mobile services, however accessed and/or used, whether via personal computers, mobile devices or otherwise). The Services include *offline activities* (such as the collection of data through mailings, telephone, e-mail, text or in person) and *online activities* (such as Applications) owned, operated, provided or made available by the Company and/or its affiliates. When used in the Terms, reference to "User(s)" shall be a reference to any person or entity (the "Person(s)") which accesses, possesses or uses any of the Services, including without limitation Passengers and Drivers. The Terms, the Driver Payment Card Agreement joined as **SCHEDULE A** of these Terms (as amended or supplement from time to time in accordance with its terms, the "Driver Payment Card Terms") and Privacy Policy (collectively, as amended or supplemented by the Company from time to time in accordance with these Terms, the "Company Agreement" or "Agreement", "hereto", "herein", "hereunder" or similar, any of which may be used interchangeably) may be updated, amended and/or supplemented by the Company at any time and from time to time, including with additional terms, policies, instructions and/or conditions which can apply to its regular operations and/or to particular events, activities, contests or promotions which the Company or any of its affiliates or licensees may carry out in connection with any of the Services ("supplemental term(s)"). The supplemental terms shall be deemed included in the Terms in relation to the applicable Services, and shall be an addition to and not a replacement of the Terms.

BY ACCESSING OUR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE PRESENT TERMS. Your access of the Services creates a legal and binding agreement on your part to be bound by the Terms. For the avoidance of doubt, any covenant, obligation, condition, representation or warranty in the Terms which are applicable to a User shall apply to you. If you do not agree to the Terms, you must not access any of the Services. Your continued access or use of any of the Services after an update, amendment or supplement of the Terms has been posted on this location, or after supplemental terms have been made available on this location or otherwise been displayed to you on or through any Service, constitutes your agreement to be bound by same. The Terms (which include any amendment or supplemental terms) supersede any other agreement or arrangement between the Company and yourself. In addition, please review our Privacy Policy, which may apply to your use of our websites, mobile applications and other Services and is incorporated by reference into the Terms.

- 1. GENERAL INTERPRETATION.** Except where otherwise expressly contemplated in the Terms, any clause in the Terms which applies to a User applies to you (whether you are a Driver, a Passenger or fall within another class of Users). Reference to "affiliate(s)" in the Terms refers, collectively, to (i) the direct and indirect shareholders of the Company, (ii) any Person controlling, controlled by or under common control with the Company, and (iii) any assignee or successor of any of the foregoing. Control, with respect to an entity, means the possession, directly or indirectly, of the power to vote a majority of the securities having voting power for the election of directors (or persons acting in similar capacities) of such entity or otherwise to direct or cause the direction of the management and policies of such Person, whether through shareholders, by contract or otherwise. When used in the Terms, the word "access" and its variations (including "accesses", "accessing" and "accessed"), when used in connection with Service(s), shall mean and be deemed to mean any one or more of the access, download, installation, registration, and/or use of such Service(s), and reference to the words "include"



and its variations (“includes”, “including” and “included”) shall mean and be deemed to mean “including, but not limited to”. A “third party”, when this is used in the Terms, means any Person which is not the Company.

- 2. AUTHORIZATION OF USER.** You represent, warrant, acknowledge and agree that: (a) you are an individual and have the unrestricted right, authority and capacity to enter into the Company Agreement and to abide by the terms and conditions of the Company Agreement; (b) the Services are made available to you solely for your personal and non-commercial use; (c) you are at least eighteen (18) years of age, or the age of legal majority in your jurisdiction (if different than 18), and possess the qualities which are required under applicable laws for you to enter into and be bound by the Company Agreement and access the Services; (d) you are a legal resident of the United States or a United States citizen, you are accessing the Services from within the United States of America and not from any other country (including any country that is subject to a U.S. Government embargo or otherwise designated as a “terrorist supporting” country), and you are not listed on any U.S. Government list of prohibited or restricted parties; (e) you shall only access the Services in the United States of America, and shall not export the Services directly or indirectly. You acknowledge that the Services may be subject to export restrictions imposed by US law, including US Export Administration Regulations (15 C.F.R. Chapter VII); and (f) each of the statements set forth in items (a) to (e) hereinabove shall remain true at all times while you access the Services. You hereby acknowledge that the obligations of the Company under the Company Agreement shall in all respects remain conditional upon: (x) your compliance at all times with the terms, conditions and covenants of the Company Agreement; (y) the continued accuracy of the representations and warranties made by you under the Company Agreement; and (z) the continued accuracy of the information supplied by you at the time of your registration for any Service and during any subsequent update of same. Any person which is not at least eighteen (18) years of age, or the age of legal majority in your jurisdiction (if different than 18), is hereafter referred to as “Minor(s)”. Please note that there are 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 Services by persons who are Minors in violation of the Company Agreement. Notwithstanding anything else provided in the Terms, the Company may immediately terminate, suspend access to, deny, or cease to offer any of the Services, in whole or in part, at any time and for any reason.
- 3. ACCOUNT.** In order to access any of the Services, you first need to register and maintain a personal user account (“Account”). You are responsible for any activity that occurs under your Account. Your Account is non-transferable. Each User may only have one Account unless otherwise authorized by the Company in writing. In order to register an Account you must provide certain personal information (such as for example your name, mobile telephone number and at least one valid payment method, amongst other), together with certain additional information which may be requested by the Company in connection with registration. You must provide accurate and complete information in response to our questions. We reserve the right to suspend or terminate the Account of any User who provides inaccurate, untrue, or incomplete information, or who fails to comply with the account registration requirements of the Company. You must keep your Account information accurate, complete and up-to-date at all times, and you must keep any credentials (including any password) needed to access your Account safe, secure and confidential at all times. You are responsible for any security breach resulting from your failure to comply with such requirements, and any such failure may result in your inability to access the Services in whole or in part. You are responsible for maintaining the confidentiality of your account and credentials and for restricting access to and for keeping your computers and other applicable devices, including any and all devices used to access Services, in compliance with the payment card industry standards, and you agree to accept responsibility for all activities that occur under your Account or password. You are responsible for any security breach resulting from your failure to comply with the requirements set forth in the Terms, and any such failure may result in your inability to access the Services in whole or in part. The Services are not intended to be used by Minors. You shall in no case let the Account be accessed by anyone who is a Minor. You shall in no case allow for any Minor to receive transportation or logistics services from a third party provider unless such Minor is accompanied by you. You acknowledge that you may be asked to provide validation of your identity as a condition to access any one or more Services, and you may be denied access to same if you fail to so validate. We may send you SMS messages as part of your use of the Services, when you create an Account, as it may be useful or necessary for certain of the Services; you agree that the Company may do so, and further acknowledge that failure to permit SMS messaging may impact in some cases on your access of Services. We reserve the right to refuse service, terminate accounts, or remove or edit content in its sole discretion.
- 4. SOCIAL ACCOUNT.** As a condition to access any of the Services, you may be able to create or login to your User account through online accounts you may have with third party social networking sites (each such account, an “SNS Account”) by either providing your SNS Account login information through any of the Services or allowing the Company or any of its



affiliates to access your SNS Account. By granting the Company access to any SNS Accounts, you understand that the Company may access, make available and store any content that you have provided to and stored in your SNS Account including without limitation any friend, mutual friends, contacts or following/followed lists (the "SNS Content") so that it is available on and through any platform of the Company to other Users. Unless otherwise specified in the Company Agreement, all SNS Content, if any, shall be considered to be your information. Depending on the privacy settings that you have set in such SNS Accounts, personally identifiable information that you post to your SNS Accounts may be available on and through the Company platform.

5. **SERVICES.** YOU ACKNOWLEDGE THAT ARRO DOES NOT PROVIDE TRANSPORTATION SERVICES OR LOGISTICS SERVICES, AND THAT IT DOES NOT CONSTITUTE OR OPERATE AS A TRANSPORTATION CARRIER; but rather, that the Services include a technology platform that enables, amongst other, (i) Passengers to coordinate, arrange, identify, schedule and/or pay for transportation or logistics services with third party providers of such services, including third party transportation providers, logistics providers, or other service providers under agreement with the Company or its affiliates (collectively, the "Transportation Provider(s)"), and (ii) Drivers to be paid and/or to have trips ordered from them by other Users using the Application. The Services, in whole or in part, may be made available under on or more brands or request options, present or future, by or in connection with any of the Company, its affiliates, third party transportation providers or third party logistics providers. The Services are not designed or intended for use in environments or activities requiring fail-safe performance (such as, for example, the transportation of high-cost perishables or hazardous materials or the provision of ambulance services), in which any failure of the Application or other Services could lead to personal injury or severe property or environmental damages. You warrant that you shall at no time access or allow the access of the Application or any other Service for such purposes. IT IS UP TO EACH DRIVER TO DECIDE WHETHER OR NOT TO OFFER A RIDE TO A PASSENGER CONTACTING HIM OR HER THROUGH THE ARRO SERVICES, AND IT IS UP TO THE PASSENGER TO DECIDE WHETHER OR NOT TO ACCEPT A RIDE FROM ANY DRIVER CONTACTED THROUGH THE ARRO SERVICES. ANY DECISION BY A USER TO OFFER OR ACCEPT SERVICES ONCE SUCH USER IS MATCHED THROUGH THE ARRO SERVICES IS A DECISION MADE IN SUCH USER'S SOLE DISCRETION. EACH TRANSPORTATION SERVICE PROVIDED BY A DRIVER TO A PASSENGER SHALL CONSTITUTE A SEPARATE AGREEMENT BETWEEN SUCH PERSONS.
6. **LICENSE.** Subject to your compliance in all respects with the Company Agreement, the Company grants you a non-exclusive, limited and revocable license to: (i) access, install and use the Application in machine-readable object code form on a single personal mobile device or computer that you control, and (ii) download and view any content that the Company makes available through the Services, including any content licensed from a third party. This license may not be used for any purpose other than for your personal use of the Services for non-commercial purposes, the whole in accordance with all applicable laws and regulations and subject to the restrictions, obligations and prohibitions set forth in the Company Agreement (the "Purpose"). Without limiting the foregoing, you warrant that you shall at no time access or allow the access of the Application or any other of the Services for any purpose that is not the Purpose. The rights granted to you under the Company Agreement are personal, and you are not granted the right to transfer or sublicense, in whole or in part, any right or license granted under the Company Agreement. The Terms (including the foregoing license) do not grant, transfer or convey to you any rights in or to the Services otherwise than as and to the extent expressly granted in Section 6 of the Terms. The Company and its licensors reserve all rights in and to the Services not explicitly granted to you under the Company Agreement. The Services and all rights in the Company Agreement are and shall at all times remain the property of the Company or its licensors.
7. **OWNERSHIP.** The rights, title and interest in and to: (i) the Services (including the Application), (ii) any ideas, recommendations, suggested improvements or other information provided by you or any Person in relation to the Application, (iii) the Data and (iv) all intellectual property rights and other rights (including, without limitation, copyrights, patents, trade secrets, logos, trademarks, graphics, photographs, animations, videos and text or rights in and to the Application or other Services) protecting or pertaining to any aspect of the Services or any aspect of third party content shall remain the sole and exclusive property of the Company or its licensors. "Data" when used herein means all data and information which are, at any time and from time to time, (i) submitted or available to you in connection with the Services, or (ii) tracked or otherwise collected by (or as a result of the use of) the Services are, together with any statistics generated or aggregated in whole or in part therefrom. You are therefore prohibited from removing, obscuring or modifying any trademark, copyright or other proprietary notice from any of the Services. For the avoidance of doubt, no rights are granted, transferred or assigned to you in connection with any of the brands, trademarks, logos, names or service marks of any of the Company, its affiliates or its licensors.



8. THIRD PARTIES. It is possible that services, goods and/or content of one or more third parties may be made available, accessed and/or displayed through or in connection with the Services (such services, goods and content being, collectively, the "Third Party Services"). Any Person providing Third Party Services, including but without limiting to the Transportation Providers, are hereafter referred to as "Providers". For example, the Services contain, may contain, or may display, broadcast or distribute, links to other web sites owned and operated by third parties, as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties, all of which constitute Third Party Services. For the avoidance of doubt, Third Party Services includes any and all services, goods and content of other Users (excluding yourself) and Providers. Third Party Services includes, without limitation, any advertisements, messages or content of any third party which appear, are communicated and/or are made available, directly or indirectly, through any of the Services or are otherwise licensed or supplied to the Company by a third party, and shall be deemed to include any: (i) content (including, without limitation, images, text, audio, music, video, software or other information or materials) developed by a third party, (ii) any internet sites that are linked through an Application (other than a website of the Company), (iii) contents, products or services on or available from such internet sites or third party providers, and (iv) technology, intellectual property or other rights of any nature whatsoever licensed by or supplied to the Company by any third party in relation to any of the Services. The disclaimers and limitations of liability made by the Company in this Section 8 are made on behalf of the Company, its affiliates, and each of the respective officers, directors, employees, agents, shareholders, licensors, partners, partnering cities and municipalities and suppliers of the Company and each such affiliate (collectively, the "Group", and each of them individually, a "member of the Group"). For the avoidance of doubt, but without limiting the foregoing, the "Group" shall include the City of Houston and the City of Chicago when used in Sections 18 to 21 inclusively of the Terms.

9. GOODS AND SERVICES. While the Services may allow you to make payments in connection with goods and services, you acknowledge that the Company: (i) is not itself a provider of such goods and services, (ii) is not responsible for such goods and services, nor for assessing the suitability, legality, safety or ability of such goods and services or their providers, (iii) is not responsible for customer service related to those goods and services (such as order fulfillment, order cancellation, returns, refunds and adjustments, rebates, functionality and warranty, technical support, and issues concerning experiences with any personnel, policies, or processes of a Merchant, as such term is defined in Section 11), and (iv) is not responsible for customer services relating to your credit card, debit card, or other form of payment. Any decision regarding the procurement of goods and services using the Services rests solely with you.

10. LEGAL AND REGULATORY REQUIREMENTS.

- a. **General Rules and Acknowledgement.** You acknowledge and agree to comply at all times with all applicable laws, rules and regulations (city, municipal, state, federal or other) and with all applicable orders, decrees and judgments whenever you access Services. Additionally, by using the Services, you acknowledge that the Company and/or any other member of the Group is or may be subject to legal, statutory and regulatory requirements, as well as policies and directives issued by bodies and other Persons mandated to regulate any sector of the transport-for-hire and/or the payment industries, which are in effect at any time and from time to time (including, without limitation, those of the New York City Taxi and Limousine Commission) (collectively, the "Industry Requirements"). Notwithstanding anything else in the Company Agreement, you hereby consent to and agree that the Company or any member of the Group may perform any action regarding Users (including yourself) which is or are required, in the discretion of the Company, to enable its compliance with, or any of its affiliates' or licensors' compliance with, Industry Requirements (including, without limitation, any Industry Requirements which require or favor integration with, or data sharing with, third parties).
- b. **Chicago Specific Rules and Acknowledgement.** By using any Service, you expressly and unconditionally acknowledge that no city, including the City of Chicago and the City of Houston, owns or operates any of the Application or other Services, and that you will act in compliance with all laws and rules of such jurisdictions (including those, where applicable, of the City of Chicago and the City of Houston) when using any of the Application or other Services.

11. FEES AND PAYMENT.

- a. The installation and use of the Application may be provided free of charge. The Company reserves the right to introduce a fee therefor, but shall not do so without informing you. You shall in all cases have the possibility to terminate your arrangement with the Company pursuant to Section 24. Any User which uses the Services to reserve or pay for a ride agrees that any amounts charged following a ride are mandatory and due and payable



immediately not later than upon completion of the ride. Charges may include applicable fees, tolls, surcharges, and taxes, plus any tips to the Transportation Provider you elect to pay. The Company has the authority and reserves the right to determine and modify pricing by posting applicable Charges to the Application through which you procure any of the Services, or on its website (www.goarro.com) as applicable to your city pursuant to such website. You are responsible for reviewing the applicable price listing and shall be responsible for all Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof.

- b. In the event that a User who used the Services to order a ride from a Transportation Provider cancels a ride request after such request is made, make repeated or frequent cancellations, or fail to show up for your ride in a timely manner, the Company reserves the right to collect and charge a cancellation fee. We may also assess a cancellation fee against you if we suspect that you have intentionally cancelled rides to disrupt the Company platform or otherwise to disrupt the provision of Services.
- c. The Services allow Users to make purchases from certain Persons that enabled to receive payment in connection with the Services (the "Merchants"). In order to use the Services, you must open an Account with us and associate a valid credit or debit card (a "Card") with that Account. We reserve the right to accept or reject a Card associated with your Account in our discretion. When you associate a Card with your Account, you consent to the Company temporarily authorizing a charge on that Card as part of our verification process; kindly note that you will not be required to pay this charge, and it will disappear from your statement within a few days.
- d. By associating a Card with your Account and confirming your intention to make a payment through the Services, you authorize a charge to your Card as necessary to complete the payment. In the event you are entitled to a reversal, refund, chargeback, or other adjustment associated with a purchase you made through the Services, you also authorize a credit to your Card to accomplish that transaction. The terms and conditions of the Company Agreement, as well as the payments you make through the Services, may additionally be subject to terms and conditions of third parties, such as the entities that issue your Card, your third party carrier and/or your mobile device manufacturer. You are responsible for complying with those terms and conditions, and you are responsible for charges and related fees imposed by those terms and conditions. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that the Company may, as the Merchant's limited payment collection agent, use a secondary payment method in your Account, if available.
- e. Upon addition of a new payment method or each ride request, Arro or its affiliates or third party payment processors may seek authorization of your selected payment method to verify your payment method, ensure the ride cost will be covered, and protect against unauthorized behavior. The authorization is not a charge, however, it may reduce your available credit by the authorization amount until your bank's next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account, you may be subject to overdraft of NSF charges by the bank issuing your debit or check card. We cannot be held responsible for these charges and are unable to assist you in recovering them from your issuing bank.
- f. We are not a bank, and we do not offer banking services as defined by the United States Department of Treasury. We also do not offer money service business services as defined by the United States Department of Treasury.
- g. By accessing the Services, you give the Company permission to share with Merchants information regarding your use of the Application and/or purchases made through the Application or otherwise for the Services. You also give us permission to import into your Account and to share with Merchants information about purchases you have made using your Card and any of the Company's products or services.
- h. All charges made in connection with your Account are due immediately and payment will be facilitated by the Company using a payment method designated in your Account, after which the Company is authorize to send you a receipt by email or through the Services.
- i. The Company reserves the right to establish, remove and/or revise charges for any or all services or goods obtained through the use of the Services, as established by the Company in its discretion. You may elect to cancel your request for services or goods from a Merchant at any time prior to such Merchant's arrival, in which case you may be charged a cancellation fee. You understand and agree that gratuities to merchants (including any Driver or other Provider) are voluntary. After you have received services or goods obtained through the



Service, you may be given the opportunity to rate your experience and leave additional feedback about your Provider.

12. AFFIRMATIVE COVENANTS. By accessing any of the Service, you represent, warrant and covenant as follows:

- a. You will ensure that your use of the Services and all User Content (as defined below) are at all times in compliance with applicable laws, rules, regulations, codes, ordinances, and orders of governmental authorities (whether state, federal, local, or otherwise) of the U.S. and of any jurisdiction in or from which you are using the Application or any other Service. Without limiting the foregoing, you will comply with all U.S. and foreign export laws and regulations to ensure that neither the Application or the other Services, nor any related data or specifications are exported or re-exported.
- b. All information and details provided by you to the Company (including at registration) are true, accurate and up-to-date in all respects, and you shall take all requisite measures to ensure such information and details are true, accurate and up-to-date at all times. The Company may request reasonable proof of any such information from time to time, and in such a case, you hereby agree to provide us with same on a timely basis;
- c. The Application contains valuable trade secrets and intellectual property rights belonging to the Company and is intended solely for your sole, personal and non-commercial use, and you will keep secure and confidential any password or identification which enables you to acquire, access or install the Application;
- d. You will comply with all applicable laws, rules and regulations while accessing or providing the Services, and you will be solely responsible for any violations of such provisions.
- e. You will not make any misrepresentation regarding Arro, its affiliates, the Services or (where applicable) your status as a Driver (as such term is defined below).

13. RESTRICTIVE COVENANTS. By accessing the Services, you expressly acknowledge and agree that you shall in no case:

- a. Reverse engineer, decompile, disassemble, unencrypt, make derivative works based upon, reproduce, or otherwise translate any of the Services or the Application for any purpose (whether or not such purpose is competitive);
- b. Use the Services for unlawful purposes, nor use the Services to transport unlawful or hazardous materials;
- c. Use the Services to cause nuisance, annoyance, inconvenience or property damage to any person or entity;
- d. Modify, sell, resell, copy, license, lease, sublicense, transfer, assign, market, distribute or commercially exploit the Services or the Application, nor will you transfer or assign your rights in connection with same or allow third parties to use or otherwise access your Account;
- e. Publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as otherwise expressly permitted by the Company;
- f. Launch, create or otherwise perform any action which causes the intention of the Company Agreement – including the intention that there be only a single user able to access an Application from a single device – to be circumvented. Such prohibited actions would include, without limitation and by way of example, installing, creating or using any programs, scripts or internet links which are capable, directly or indirectly, of making multiple server requests per second or which mirror any Services or the Application on more than the one device controlled by you;
- g. Use or otherwise access any of the Services: (i) for sending or storing any unlawful material or for fraudulent or unlawful purposes, (ii) in any way that interrupts, damages, impairs or renders less efficient any of the Services or the network, or compromises any of the Services or network in any way whatsoever, (iii) to cause nuisance, annoyance or inconvenience, (iv) to transfer files that contain viruses, Trojans, worms or other harmful programs, codes, files, data or similar, (v) to access or attempt to access the accounts of other Users or to penetrate or attempt to penetrate any security measures or obtain unauthorized access to the Services or network, (vi) to disseminate any content which is defamatory, obscene or may have the effect of being harassing, threatening or abusive to an individual or group of individuals on any basis, including on the basis



- of religion, gender, sexual orientation, race, ethnicity, age or disability or otherwise, or (vii) to advertise or promote any products or services which have not been authorized in writing by the Company;
- h. Implement, launch or otherwise trigger or deploy any programs, scripts or technologies for the purpose of scraping, indexing, surveying, or otherwise data mining any of the Services, or impairing, unduly burdening or unduly impeding any aspect, operation or functionality of any of the Services or any of their related systems or networks;
 - i. Access the Services from an unauthorized or incompatible device (it being your obligation to ensure, amongst other, that you have downloaded the correct version of an Application for your device and can operate such Application from same, and that you are accessing the Application from an authorized access point). Devices modified contrary to the manufacturer's software or hardware guidelines are not compatible mobile devices;
 - j. Perform any act which the Company reasonably believes to be disreputable or capable of damaging the reputation of any of the Company, the Group or the Application; or
 - k. Cause or permit any Person to do any of the items listed in this Section 13.

This Section 13 does not limit any of your other obligations under the Company Agreement, and shall be in addition to any other restrictions, rights and obligations set forth in the Company Agreement.

- 14. USER CONTENT.** We may permit you to submit, upload, publish or make available to Arro through the Services (including, for example, by way of any social media sites or third party platforms) content or information which is written, audio or visual ("User Content"). User Content can include, for example and without limitation, commentary, reviews and entries which are submitted in response to contests of the Company. Your User Content remains your property. However, when you provide any User Content to the Company, you grant to us a worldwide, perpetual, irrevocable, transferrable and royalty-free license to use, reproduce, broadcast, distribute, creative derivative works of, publicly and privately display or perform, or otherwise exploit in any manner such User Content in all formats and distribution channels present or future (including in connection with the Services on third-party sites and services), without further consent from you, notice from your, or payment to you or any other person or entity (the "Company License"). You represent and warrant that neither the User Content nor your making available of such User Content nor our use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You agree and covenant that you shall in no case submit any User Content or make same available to Company unless you either constitute the sole owner of all User Content or have all permissions, rights, licenses, consents and releases necessary to grant the Company License. You are strictly prohibited from providing any User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, whether or not such material may be protected by law. We may, but are not required to, review, monitor, or remove User Content in our sole discretion at any time, with or without cause and for any reason, without notice to or consent from you.
- 15. PROMOTIONAL CODES.** Where the Company, in its discretion, creates promotional codes or other features or benefits related to Services and/or a third party provider's services, subject to the supplemental terms which the Company may establish on a per-promotional code basis ("Promo Codes"), you agree that such Promo Codes (i) must be used solely pursuant to the specific terms that the Company establishes for such Promo Code, and in all cases in a lawful manner, (ii) cannot be transferred, sold or reproduced in any manner or made publicly available, (iii) are not valid for cash. Promo Codes may expire before your use, or be disabled at any time by the Company for any reason, in each case without liability to the Company or its third party providers or affiliates. If we determine or believe that a benefit was obtained by you or a third party through access, use or redemption of a Promo Code in error, fraud, illegality, dishonesty or otherwise in violation of the terms and conditions applicable to such Promo Code terms or the Company Agreement, we reserve the right to retract or not grant such benefit.
- 16. INSPECTION.** The Company reserves the right to monitor, audit or investigate at any time your access of the Services and/or the User Content to ensure your compliance with your legal and contractual obligations, but has no obligation to do so with respect to yourself or any other User. The Company reserves the right, at any time and without prior notice, to remove or disable your access to the Services, in whole or in part, or any content related thereto if it determines, in its sole discretion, that you are, or that there is reason to believe that you are or will be, in violation of the Company Agreement.



- 17. HARDWARE AND DEVICES.** Arro does not guarantee that Services will function on any particular hardware or devices, nor that it will do so without any interruption, delay or malfunction. You are responsible for obtaining the data network access and compatible hardware or devices necessary to access and use the Services, the Application and any updates thereto. Any data and messaging rates and fees which may apply to your use of a wireless device shall be your responsibility. You shall be responsible for the compliance of your hardware or devices with all PCI DSS and PA DSS requirements, and shall be responsible for any breach therefore which results from such hardware or devices or from their data network access. CMT attempts to be as accurate as possible. However, CMT does not warrant that descriptions of services or other content of this CMT Service is accurate, complete, reliable, current, or error-free. CMT provides services over the Internet which CMT has no control. CMT is not responsible for the availability of such networks and resources and does not endorse and is not responsible for such resources.
- 18. INDEMNIFICATION.** You shall defend, indemnify and hold the Company and its affiliates, and each of their respective licensors, parent organizations, subsidiaries, affiliates, officers, directors, employees, agents, shareholders and suppliers harmless from and against any and all Losses which any one or more of them incur, sustain or suffer and which arise in connection with: (a) any inaccuracy of a representation or warranty made by you in the Company Agreement or in any document it incorporates by reference, (b) your violation or breach of any term or condition of the Company Agreement or any other documents it incorporates by reference; (c) your violation of any law, regulation or judicial order, (d) your violation of any right of a third party (including the rights of any other user of Services), (e) your access of any of the Services (including, without limitation, any access of the Application or any website of the Company), (f) any allegation that any materials that you submit to us or transmit to us, including through any of the Services or any third party platforms (for example, by way of a posting on the passenger information monitor of a taxi or entry via social media site to a contest of the Company or an affiliate thereof), infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party, or (g) your dissemination of or participation in User Content or Third Party Dealings. This indemnity shall be applicable without regard to the negligence of the other party, including any indemnified person. When used in the Company Agreement, "Losses" means any and all loss, liability, damage, cost or expense, including the costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement or compromise relating thereto and all interest and reasonable legal and attorneys' fees and expenses incurred in connection therewith. The Company and the Group shall not be liable with respect to content, whether yours or that of any other User or any other Third Party Content, regardless of whether the Company or any member of the Group has granted its permission to such content or authorized any action in respect of same. This indemnity shall be applicable without regard to the negligence of the other party, including any indemnified person.
- 19. GENERAL DISCLAIMER.** The following disclaimers are made on behalf of the Company, its affiliates, and each of the Company and its affiliates' respective officers, directors, employees, agents, shareholders, licensors and suppliers (collectively, the "Group"):
 - a. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES OF ANY KIND OR NATURE (WHETHER EXPRESS, IMPLIED OR STATUTORY). THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, IN EACH CASE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE GROUP DOES NOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM ACCESS OR USE OF THE SERVICES, INCLUDING THE ABILITY TO PROVIDE OR RECEIVE SERVICES AT ANY GIVEN LOCATION OR TIME OR TO ENSURE THAT A DRIVER OR PASSENGER WILL COMPLETE AN ARRANGED TRANSPORTATION SERVICE. WE DO NOT WARRANT THAT ACCESS TO OR USE OF THE SERVICES WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, OR ERROR-FREE, OR WILL MEET YOUR REQUIREMENTS. WE DO NOT WARRANT THAT ANY DEFECTS IN THE SERVICES OR RELATED PLATFORMS AND SYSTEMS WILL BE CORRECTED, OR THAT SUCH SERVICES, PLATFORMS AND SYSTEMS WILL BE VIRUS FREE OR FREE OF OTHER HARMFUL COMPONENTS. WE DISCLAIM LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, CONNECTIVITY AND AVAILABILITY OF ANY OF THE SERVICES OR RELATED PLATFORMS AND SYSTEMS.
 - b. THE COMPANY FURTHER DOES NOT MAKE ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES OF ANY KIND OR NATURE THAT: (A) THE APPLICATION (INCLUDING ITS INSTALLATION, PERFORMANCE, ACCESS OR USE), SERVICES, ANY INTERNET SERVICE, SERVER OR NETWORK WILL BE FREE FROM BUGS, UNINTERRUPTED, ERROR-FREE, DELAY-FREE OR SECURE; (B) THE APPLICATION OR OTHER SERVICES WILL BE USEABLE IN COMBINATION WITH ANY OTHER SYSTEM OR DEVICE, OR COMPATIBLE WITH YOUR MOBILE DEVICE OR THIRD



PARTY CARRIER; (C) THE APPLICATION OR OTHER SERVICES WILL BE IMPROVED OR CORRECTED IN THE EVENT IT IS DEFECTIVE OR UNDERPERFORMS; OR (D) OTHER USERS WILL COMPLY WITH APPLICABLE LAWS AND REGULATIONS, OR ACT IN A MANNER THAT DOES NOT CAUSE YOU TO SUFFER HARM OR LOSSES. THE GROUP SHALL NOT BE RESPONSIBLE FOR ANY OF THE PRECEDING, OR ANY LOSSES ASSOCIATED THEREWITH.

- c. THE COMPANY IS NOT RESPONSIBLE AND WILL HAVE NO LIABILITY FOR HARDWARE, SOFTWARE OR OTHER GOODS OR SERVICES PROVIDED BY ANY THIRD PERSON. THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO OR USE OF THE APPLICATION, AND ANY THIRD PARTY SERVICES OR PRODUCTS, REMAINS SOLELY WITH YOU TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- d. It is possible for others to obtain information about you that you provide, publish or post to or through the Services (including any profile information you provide) or during your access of the Services, and to use such information for a harmful purpose. We are not responsible for the use of any personal information that you disclose to other Users through the Services. Please be cautious about what you choose to disclose on or through the Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users or hackers). Location data provided in connection with the Services is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither the Company, nor any of its affiliates or content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data displayed by, through or in connection with the Services. Any of your information, including geolocational data, which you upload, provide, or post on or through the Services may be accessible to the Company and certain Users.

20. DISCLAIMER FOR THIRD PARTIES.

- a. THE COMPANY PLAYS NO ROLE IN ASSESSING THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD PARTY PROVIDERS, THIRD PARTY CONTENT, USER CONTENT OR THIRD PARTY DEALINGS. YOU EXPRESSLY WAIVE AND RELEASE THE COMPANY AND THE GROUP FROM ANY AND ALL LOSSES ARISING FROM OR RELATED TO ANY AND ALL THIRD PARTY PROVIDERS, THIRD PARTY DEALINGS, THIRD PARTY CONTENT OR USER CONTENT.
- b. THE COMPANY AND THE GROUP ARE NOT RESPONSIBLE FOR THE PERFORMANCE, TIMELINESS OR QUALITY OF TRANSPORTATION SERVICES OR ANY FAILURE RELATING TO SUCH TRANSPORTATION SERVICES. TRANSPORTATION SERVICES PAID FOR THROUGH THE APPLICATION ARE ENTIRELY THE RESPONSIBILITY OF THE TRANSPORTATION PROVIDER WHO ULTIMATELY PROVIDES SUCH SERVICES TO YOU. AS A RESULT, YOU ACKNOWLEDGE THAT YOU MAY BE EXPOSED TO TRANSPORTATION THAT IS POTENTIALLY DANGEROUS, HARMFUL, UNSAFE OR OTHERWISE OBJECTIONABLE, EITHER TO YOURSELF OR TO OTHERS, AND THAT YOU ACCESS AND USE THE APPLICATION AND SUCH SERVICES AT YOUR OWN RISK. YOU EXPRESSLY WAIVE AND RELEASE THE COMPANY AND THE GROUP FROM ANY AND ALL ANY LOSSES WHICH ARISE FROM OR RELATE TO ANY TRANSPORTATION PROVIDER OR SERVICES PROVIDED BY SAME.
- c. The Third Party Services are not investigated, monitored or checked for accuracy, appropriateness, or completeness by the Company, and the Company shall in no case be responsible or liable for any Third Party Services. The Company and its affiliates do not endorse any such Third Party Services, nor any Persons providing the Third Party Services, and shall in no case be responsible or liable for any Third Party Services or for any Person providing Third Party Services. You acknowledge that different terms of use and privacy policies may apply to your use of any of Third Party Services. The Company cannot, and is not obligated to, enforce the terms of use or privacy policies applicable to Third Party Services.
- d. Opinions, advice, statements, offers, or other information or content made available through any of the Services, but not directly by the Company, are those of their respective authors, and should not necessarily be relied upon. The authors of such opinions, advice, statements offers, or other information or content are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted on or through the Services or otherwise disseminated by third parties. We reserve the right, but we have no obligation, to monitor the materials posted in the public areas of the Services 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 offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.



- e. Arro is not responsible for the conduct, whether online or offline, of any User of the Platform or Services. You are solely responsible for your interactions with other Users. We do not procure insurance for, nor are we responsible for, personal belongings left in any vehicle by Users. By downloading, using or accessing the Services, you agree to accept such risks and agree that the Group is not responsible for the acts or omissions of Users accessing the Services.
- f. Each of Apple, Inc. ("Apple"), Creative Mobile Technologies, LLC ("CMT"), Google Inc., Microsoft Company and Blackberry Limited (each, a "Technology Beneficiary") will be a third party beneficiary to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, Blackberry-powered mobile or CMT and CMT licensed devices, respectively. None of the Technology Beneficiaries is a party to the Company Agreement, which you hereby acknowledge, and as such: (i) none of them are responsible for the provision or support of the Services in any manner whatsoever, (ii) none of them are responsible for the Services, including the Application and its content, performance, maintenance, possession, use or support, (iii) none of them are responsible for addressing any direct claims or third party claims of any nature whatsoever related to the Services (including any product liability claims and claims arising under consumer protection or similar laws and regulations), (iv) to the greatest extent permitted by law, none of the Technology Beneficiaries make any representation or warranty with respect to the Services. Your access of the Services using these devices is subject to the terms set forth in the applicable Technology Beneficiary's terms of service. In the event you acquire, access or install any Services through the virtual Apple Store or Google Play or any store and/or business operated or managed by another Technology Beneficiary (the applicable one, and any similar commerce or replacement thereof, being the "Application Business or Store"), you agree to comply with the terms, conditions and policies established by such Technology Beneficiary and with all applicable third party terms, conditions and policies which apply to such Services as in effect at any time and from time to time. This paragraph applies to any version of the Application that you acquire from any Application Business or Store. This Agreement is entered into between you and the Company. The third party beneficiaries are not a party to the Company Agreement and shall have no obligations in connection with nor any responsibility for the Services, including the Application and the content thereof. Upon your acceptance of the Company Agreement, the Technology Beneficiary shall have the right (and will be deemed to have accepted the right) to enforce the Company Agreement against you as a third party beneficiary thereof.
- g. This Agreement incorporates by reference the Licensed Application End User License Agreement published by Apple at <http://www.apple.com/legal/internet-services/itunes/appstore/dev/stdeula/> for purposes of which, you are "the end-user." In the event of a conflict in the terms of the Licensed Application End User License Agreement and the Company Agreement, the terms of the Company Agreement shall control.

21. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE COMPANY NOR ANY OTHER MEMBER OF THE GROUP SHALL BE LIABLE FOR ANY LOSS OF USE OR GOODWILL, INTERRUPTION OF BUSINESS, LOSS OR INACCURACY OF BUSINESS INFORMATION, LOST PROFITS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ANY ACT OF GROSS NEGLIGENCE, IN NO EVENT SHALL THE LIABILITY OF THE COMPANY OR ANY OTHER MEMBER OF THE GROUP ARISING FROM OR RELATING TO THE AGREEMENT EXCEED THE AGGREGATE TOTAL OF SUMS PAID BY YOU, IF ANY, FOR THE INSTALLATION, ACCESS AND USE OF THE APPLICATION. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION IS AN ESSENTIAL ELEMENT OF THE AGREEMENT AND THAT IN ITS ABSENCE THE ECONOMIC TERMS OF THE AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

22. RELEASE. In the event that you have a dispute with one or more Users or Providers, you agree to release the Company (including its affiliates and each of their respective officers, directors, employees, agents, shareholders, and suppliers) from claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes with other Users and/or Providers or to your use of or participation in the Services. Furthermore, you expressly waive any rights you may have under California Civil Code Section 1542 (or analogous laws of other states), which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have



materially affected his settlement with the debtor.” The Company reserves the right, but has no obligation, to monitor disputes between you and other Users or Providers.

- 23. SECURITY.** We have taken organizational measures designed to secure your personal information from accidental loss, and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.
- 24. TERMINATION.** You may cancel your subscription with the Company at any time by simply closing your account in accordance with the instructions made available to you on the Application or through any platform by or through which Services are provided. Notwithstanding anything to the contrary, the Company may terminate or suspend the Company Agreement in its sole discretion, with or without cause, at any time. In the event of any termination of the Company Agreement, in whole or in part, you and the Company acknowledge and agree that the terms which are by their nature intended to survive termination (including, without limitation, those set forth in Sections 2, 5, 7, 8, 9, 10, 16, 17, 18, 19, 20, 21, 22, 23 and Sections 24 to 30 inclusively of the Terms) shall survive such termination, as will any obligations incurred by any person or entity subject to the Company Agreement prior to such termination. Additionally, the Company shall be entitled to continue to use the information then obtained or made available to it in accordance with the Privacy Policy.
- 25. MODIFICATION.** Notwithstanding anything to the contrary, Company reserves the right to modify or supplement the Company Agreement at any time. Any such change will become effective on the date the change is posted. You are responsible for regularly reviewing the Company Agreement. Any use or other access of any of the Services after such change is made is deemed to be acceptance of such change. Should you not agree with the Company Agreement, or with any subsequent changes of whatsoever nature to the Company Agreement, your sole remedy is to not download, register with, use or otherwise access any of the Services.
- 26. INFORMATION RETENTION.** To preserve the integrity of the Company and its affiliates’ databases, standard procedure calls or may call for us to retain information submitted by members for an indefinite length of time. The Company understands your submissions as consent to store your information for this length of time in its discretion. If required by law, the Company will nullify member information by erasing it from its or its affiliates’ database(s).
- 27. CONFIDENTIALITY.** You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to the business, operations and properties of the Company or any of its affiliates, including User or Provider information (“Confidential Information”) disclosed to you by the Company or any of its affiliates 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 Confidential Information in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to the Company with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by the Company 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 the Company; becomes known to you, without restriction, from a source other than the Company without breach of the Company Agreement by you and otherwise not in violation of the rights of the Company or any of its affiliates; 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 the Company to enable it to seek a protective order or otherwise prevent or restrict such disclosure.
- 28. NO AGENCY.** You and the Company are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by the Company Agreement.
- 29. ADDITIONAL TERMS APPLICABLE TO DRIVERS.** Users who qualify as Drivers must comply with this Section 29, which is in addition to and not in replacement of the other obligations applicable to users which are set forth elsewhere in the Company Agreement. For clarity, Drivers must also comply with the Company Agreement. The present Section 29 shall apply only to Users who are Drivers:
- a. Purpose. Notwithstanding anything else contained in the Company Agreement, you shall not use the Services for any purpose other than to enable passengers to book and manage their own reservations for automobile transport (and pay for same using the Application), or enable passengers to pay using the application if they did not use the e-hail feature; the whole subject to the restrictions and prohibitions set forth hereinabove in the Terms. You shall comply with all applicable rules, laws and regulations when accessing the Services.



- b. Additional Driver Representations and Warranties. In addition to the representations and warranties set forth in the Terms, and without limiting the same, by accessing any of the Services (including any time you accept a trip offer sent to you through your in-vehicle equipment) you represent and warrant that you: (i) have all the appropriate licenses, approvals and authority to provide taxi and/or for-hire ground transportation services to passengers in all jurisdictions in which you provide Services and are authorized and medically fit to operate a motor vehicle, (ii) own or have the legal right to operate the vehicle you use and that such vehicle meets all relevant safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind, and (iii) have valid insurance cover for your vehicle and services. You acknowledge and agree that you must comply with the requirements set forth in items (i), (ii) and (iii) of this paragraph at all times, failing which you must immediately cease all use of the Application.
- c. Additional Driver Covenants. In addition to the acknowledgements and covenants set forth in the Terms, and without limiting same, by using the Application you expressly acknowledge and agree to the following:
- i. *Limited Control.* The Company has limited control over the nature and content of information and chat transmitted or received by you or other Users. Although the Company reserve the right to do so at any time and from time to time, it does not monitor such content in the usual course of business and will not be liable for any such content.
 - ii. *Third Party Content.* You shall in no case perform any action which restricts, or has the reasonable effect of restricting, access to or visibility of Third Party Services which include any content.
 - iii. *Reporting Information.* In relation to the reporting information that the Company provides, the Company uses all reasonable endeavors to ensure that such information is accurate; however, the Company cannot guarantee that it will always be accurate. Consequently, you should use your own judgment when acting on the basis of information provided by the Company or on its behalf.
 - iv. *Passenger Conduct.* The Company is not responsible for the behavior, actions or inactions of passengers, whether or not they are users of the Application. Any contract for the provision of taxi and for-hire ground transportation services is between you and the user of such services, and not the Company or any of its affiliates. You acknowledge hereby that the Company simply provides a platform to introduce drivers and passengers and may facilitate payments in certain circumstances.
- d. Payment. As a Driver, you may receive fees from Arro, which it sets in its sole discretion. Arro will process all payments due to you through its third party payments processor. You acknowledge and agree that such amounts shall not include any interest and will be net of any amounts that we are required to withhold by law. Arro reserves the right to withhold all or a portion of ride fees if it believes that you have attempted to defraud or abuse Arro or Arro's payment systems (whether or not such payment systems are managed by an affiliate or third party). The Company does not provide payment protection or guarantees in relation to payment for any services rendered in connection with or in furtherance of the Application or other services, including with respect to any payment or hailing transaction. This means that you will bear the risk in the event that a transaction proves to be fraudulent or unauthorized. You acknowledge that payment providers may ask that the Company or any of its affiliates conduct an audit of your activities to ensure compliance with PCI requirements, payment regulations and standards, or any applicable laws, and you agree to co-operate fully with any such audit. You further agree that you will co-operate with the Company and any of its affiliates in relation to any financial crime screening that is required and to assist the Company or any of its affiliates in complying with any laws, regulations and Industry Requirements (including, without limitation, any card or financial institution rules or policies).
- e. Promotions. Arro, in its sole discretion, may make available promotions with different features to any Drivers or prospective Drivers. These promotions, unless made to you, shall have no bearing whatsoever on your Agreement or relationship with the Company.
- f. Payment Card. Drivers shall be bound by and shall comply with the Driver Payment Card Terms joined to these Terms as **SCHEDULE A** (which, for the avoidance of doubt, form an integral part of the Company Agreement). The rights and obligations set forth in the Driver Payment Card Terms shall be in addition to, and not in replacement of, these Terms. For avoidance of doubt, the Driver Payment Card Terms do not apply to any person or entity that is not a driver.



30. GENERAL.

- a. Definitions, Interpretation. Any capitalized term used herein shall have the meaning ascribed thereto in the Company Agreement. Words importing the singular number include the plural and vice versa and words importing a gender include all genders. The term "including" shall be deemed to mean "including, without limitation". The division of the Company Agreement into paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the Company Agreement. Any reference to a Section or Exhibit shall refer to such Section or Exhibit in or to the Company Agreement, unless otherwise expressly provided herein.
- b. Integrity. The Agreement, as amended or supplemented at any time and from time to time in accordance with Section 25 of the Terms and Conditions, comprises the entire agreement between you and the Company and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between us regarding the subject matter of the Company Agreement.
- c. Waivers and Enforceability. All waivers must be in writing. The failure of you or the Company to insist upon strict performance of any provision of the Company Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any other provision or right of the Company Agreement. If any provision of the Company Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.
- d. Cumulative Rights. All rights and remedies available to either you or the Company under the Company Agreement shall be cumulative, may be exercised singularly or concurrently, and shall not be deemed exclusive. If any legal action is brought to enforce any obligations hereunder, the prevailing party shall be entitled to receive its attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive.
- e. No Joint Venture. No joint venture, partnership, employment, or agency relationship exists between you, on the one hand, and the Company, any Technology Beneficiary, any Provider or any affiliate of any of them, on the other, as a result of the Company Agreement or use or other access of any of the Services.
- f. Assignment, Transfer and Delegation. The Agreement may not be assigned by you without the prior written approval of the Company but may be assigned without your consent and without notice being delivered to you, by the Company. The Company may assign or otherwise transfer any of its rights and/or obligations, or otherwise transfer or delegate the performance of any one or more obligations (including any Company Payment Services or any Merchant of Record duties and obligations within the meaning of the Driver Payment Card Services Terms) under the Company Agreement, at any time and from time to time, in its sole discretion and without prior written consent of or notice to Driver or User being required.
- g. Third Party Beneficiaries. The Agreement is not intended to give rights to anyone except you and the Company. Notwithstanding the preceding sentence, however, you and the Company acknowledge and agree that each Technology Beneficiary and its subsidiaries are third party beneficiaries of the Company Agreement as related to your license of any Services sourced through such Technology Beneficiary and that, by using any of the Services (which may include, amongst other, the Application), you agree and accept that such Technology Beneficiary and its subsidiaries will have the right (and will be deemed to have accepted the right) to enforce the Company Agreement as related to your license of the Services against you as a third party beneficiary thereof.
- h. Dispute Resolution. You and the Company agree that the Company Agreement and any dispute of any sort that might arise between you and the Company (or you and any affiliate of the Company) shall be governed by and construed in accordance with the laws of the State of New York and United States federal law applicable therein, without giving effect to its conflict of laws principles or rules and without reference to the Convention of Contracts. YOU HEREBY IRREVOCABLY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF ANY NEW YORK COURT OR FEDERAL COURT SITTING FOR THE COUNTY OF QUEENS, NEW YORK, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW



YORK OR FEDERAL COURT. YOU AND COMPANY HEREBY AGREE THAT COPIES OF THE SUMMONS AND COMPLAINT AND ANY OTHER PROCESS MAY BE SERVED TO YOU IN ANY SUCH ACTION OR PROCEEDING BY MAILING, REGISTERED OR CERTIFIED MAIL, OR DELIVERING A COPY THEREOF TO THE ADDRESS YOU HAVE REGISTERED WITH THE COMPANY, AS IT THEN APPEARS IN THE RECORDS OF THE COMPANY. YOU AND COMPANY AGREE THAT A JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. Nothing herein contained shall affect the right of the Company to serve legal process in any other manner permitted by law or to bring any action or proceeding against you or your property in the courts of other jurisdictions. You hereby irrevocably waive any objection which you may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to the Company Agreement in any New York or Federal Court sitting for the County of Queens, New York, and hereby further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. You hereby agree to waive trial by jury in any such suit, action, or proceeding.

g. Notice. All notices in relation to the Company Agreement must be in writing. The Company may give notice to you by means of a general notice on the Application or through the Services, electronic mail to your email address on record in the Company's account information, or by written communication sent by mail to your address on record in the Company's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing (if sent by mail) or 12 hours after sending (if sent by email). You may give notice to the Company at any time by e-mail to legal@goarro.com.



SCHEDULE A DRIVER PAYMENT CARD AGREEMENT

This Driver Payment Card Agreement (collectively, as amended or supplemented in accordance with the terms set forth below in this Schedule A, the "**Driver Payment Card Terms**") shall apply to every Driver wishing to be paid, in whole or in part, fares and other amounts which may be charged by Company from time to time to person(s) or entity(ies) which are intended by Arro to be remitted to Driver, and all such payments shall be subject to the terms and conditions set forth below. Each of Company and Driver are sometimes individually referred to herein as "**Party**" and, collectively, as the "**Parties**". When used herein, "**Vehicle**" means a taxicab or other for-hire road vehicle permitted to be operated pursuant to applicable laws in the jurisdiction where such vehicle operates.

WHEREAS, Driver wishes to have Company serve as the merchant of record for credit and debit transactions that are processed, in whole or in part, via Company's technologies and systems (collectively, with any replacements and additions thereto, the "**System**") and to pay Driver via a Company-branded Bank of America Visa prepaid card;

WHEREAS, Company will perform substantial support services to perform the payment obligations ("**Company Payment Services**") and Driver acknowledges and agrees that Company shall be compensated for the Payment Services;

NOW THEREFORE, THE DRIVER AGREES AS FOLLOWS:

1. Bank of America Cardholder Agreement Required. Each Driver who will be paid through Company Payment Services will be required to agree to the terms of a Bank of America Commercial Prepaid Personal and Business Cardholder Agreement ("**BOA Agreement**") and the terms, conditions and policies of Company at any time in effect (collectively, the "**Company Agreement**"), including supplying Company with all necessary information to establish an account for Driver. Driver agrees to complete such information form(s) as are reasonably requested by Company or Bank of America from time to time ("**Information Form**") accurately and authorizes Company to communicate such information as necessary or useful to give effect to the BOA Agreement or the Company Agreement. All fees to be charged to Driver by Bank of America, including any ATM or wire transfer fees, shall be governed by the terms of the BOA Agreement. Driver acknowledges that Company does not control and has no authority to modify the term or conditions, including the fees charged, contained in the BOA Agreement.

2. Payment Services. Upon the acceptance of the BOA Agreement and issuance by Bank of America of the driver payment card, Company and/or a designee selected by Company to this end ("**Designee**") will serve as the merchant of record for transactions conducted by Driver in the course of its licensed and commercial operation of a vehicle and remunerated through Company in conformity with the Company Agreement ("**Transactions**"). Company reserves the right to modify the Designee from time to time, in its sole discretion. Company and any third party Designee (if any) which Company may appoint as merchant of record from time to time are each referred to hereafter as "**Merchant of Record**". Company will pay Driver in accordance with the frequency reasonably determined by Company, with the objective of daily payment.

3. Payment Services Fee. Driver agrees to pay Company and authorizes Company to withhold from any amounts it remits to Driver, an amount determined by Company at any time and from time to time, which shall be on the date of sign-up by such Driver an amount equal to the payment services fee and fee described on the Information Form applicable to such Driver (collectively, all such amounts are referred to hereafter as the "**Payment Services Fee**"), in consideration for the Company Payment Services. Company may change the Payment Services Fee from time to time. By continuing to accept Company Payment Services after any such modification(s) or amendment(s), Driver hereby agrees to and accepts such modification(s) and incorporates them herein as part of the Company Agreement (and such revised fees shall, for the avoidance of doubt, supersede the original fees set forth in the Information Form). Where a Driver does not agree to such changes it has the right to opt out from using the Services in accordance with the terms of the Company Agreement. This right of opt-out from providing Services shall be the only recourse of Driver in such a case. For the avoidance of doubt, the terms of the Company Agreement (including, inter alia, Section 24 of the Company Agreement) shall survive such opt-out. Driver hereby agrees that the Payment Services Fee shall be immediately due and payable to Company upon the occurrence of any and all transactions.

4. Chargebacks. Company (and, if applicable, any Designee, selected by Company from time to time to serve as a merchant of record in connection with the Transactions) may be subject to inquiries and reversals (chargebacks) on transactions performed by Driver, which may be assessed fees by the credit card processor. Driver agrees to reimburse Company (and, if applicable, any such Designee) and authorizes Company (and, if applicable, any such Designee) to withhold from any amounts it remits to Driver, all such fees and reversed charges.

5. Driver Log-In Required. Driver must operate the System properly and in conformity with instructions provided by Company and its agents in order to receive funds via Company Payment Services for transactions that occur in the vehicle it operates. Company shall



bear no responsibility for payment which is misdirected by the improper use by any end user or by Driver of the System or as a result of any action or omission by Driver, including, amongst other, any failure by Driver to maintain information in the Information Form up to date; any failure of Driver to correctly operate the System; and any failure of Driver to comply with the Terms or the Company Agreement as a whole).

6. Unauthorized Transactions. Driver hereby agrees, as a condition of receiving the benefits of Company Payment Services, to conduct all electronic payment card transactions associated with Company services exclusively through the System. Failure to comply with the Company Agreement shall entitle Company, in addition to any other legal remedy available to it contractually or at law, to immediately cease all performance hereunder without notice to Driver. Driver agrees that Company may disable the login credentials of Driver in the event Company is made aware of any use of the System which is inconsistent with the Company Agreement, the present Agreement or the BOA Agreement.

7. Other Violative Activities. Company (and, if applicable, any Designee) reserves the right to take all action necessary to comply with its requirements as the merchant of record, and Driver hereby agrees to assist and collaborate with the Company (and, if applicable, any Designee) in complying with all such requirements and deliver any and all documents requested to this end by the Company, the whole on a timely and diligent basis. Actions by Driver which may cause Company (and, if applicable, any Designee) to be in violation of its obligations as merchant of record, including, but not limited to, the unauthorized retention of passenger information, misuse of the System, or tampering or modification of the System, and any actions of Driver which create a risk to the network or System of Company (collectively, "**Violative Activities**"), shall be deemed a material breach of the Company Agreement and shall entitle Company (and, if applicable, any Designee), in addition to any other legal remedy they may possess, to immediately cease all performance hereunder without notice to Driver. Notwithstanding any terms to the contrary, Driver agrees that Company may suspend or disable the login credentials of Driver in its sole discretion at any time and from time to time, including in the event Company is made aware of or believes that such Violative Activities have occurred or are imminent.

8. Compliance. Driver shall at all times during the Term comply with all: (a) policies, rules and requirements of Company during the Term, (b) applicable laws, regulations and orders, (c) the BOA Agreement, and (d) the terms and conditions of Company.

9. Term & Termination. This Agreement shall commence as of the date last executed below and shall continue until such time, subject at all times to compliance with the BOA Agreement, the Company Agreement and the terms hereof (including Paragraph 8 above), as Driver terminates the Company Agreement, provided it has provided five (5) days' prior written notice of termination to Company at support@goarro.com. Notwithstanding anything to the contrary, Driver hereby agrees that Company or the Designee (if any) may withhold any amounts that are subject to inquiry or pending reversal following termination until such time as those items are resolved.

10. Information. Driver shall supply, in a form acceptable to Company, all information necessary to apply for a driver payment card from Bank of America, and execute all documentation necessary to effectuate the issuance of such card, at any time and from time to time (including, without limitation, the Information Form). The information supplied by Driver shall be complete and accurate, and Driver shall update such information promptly in the event of any change thereto. Driver authorizes Company to communicate any and all information of Driver (including, without limitation, personal information) to third parties which reasonable require such information, including BAMS, regulatory and public bodies (including the City of Houston for Drivers operating in such jurisdiction, and any affiliated agencies, including Houston First), and associated entities which reasonably require such information.

11. Representations and Warranties. Driver represents and warrants that it has the necessary approvals and authorizations required, both at law and pursuant to any agreements or orders applicable to Driver, to comply with the terms of the Company Agreement (including, where he is not the Vehicle owner, from the owner of the Vehicle which Driver operates), and that none of the execution, delivery and performance of the Company Agreement will cause Driver to violate the rights of any third party or otherwise.

12. General. The Driver Payment Card Terms shall apply to the Driver. Driver represents and acknowledges expressly that the Driver Payment Card Terms are the only terms and conditions applicable to payments due to such driver by Arro pursuant to the Company Agreement, and that no other promises, undertakings or consideration has been promised to Driver in connection with its provision of any services in connection with or in relation to the System. The Company may modify or supplement the terms of the Driver Payment Card Terms at any time and from time-to-time. By continuing to accept Company Payment Services after any such modification(s) or amendment(s), Driver hereby agrees to and accept such modification(s) and incorporate them herein as if fully set forth in the Company Agreement. Company (or, if one has been appointed, Designee of same) will have the right to deduct or offset amounts due but not yet paid by Driver (whether pursuant to the Company Agreement or otherwise), from and against amounts payable by Company or such Designee under the Company Agreement.



