

*Last updated: March 13, 2017*

## **Terms of Use**

CarPo, accessible online through a mobile software application and at a website located at <http://www.ucarpo.com> (together with any successor application(s), website(s), platform(s), tool(s), and all Services (as defined in Section 2), the "**App**"), is operated by Alec's App LLC ("**we**," "**us**"). Your use of the App is governed by these Terms of Use ("**Agreement**") and Privacy Policy, regardless of how you access the App.

**1. Acceptance of terms.** By using the App, you agree to the terms of this Agreement and to any additional rules and guidelines that we post in the App. We may make changes to this Agreement from time to time; we may notify you of such changes by any reasonable means, including by posting the revised version of this Agreement in the App. It is your responsibility to review the most recent version of the Agreement frequently and remain informed about any changes to it. You can determine when we last changed this Agreement by referring to the "*Last updated*" legend above. Your use of the App following changes to this Agreement will constitute your acceptance of those changes. This version of the Agreement supersedes all earlier versions, and comprises the entire agreement between you and Alec's App LLC regarding the App. We may, at any time, modify or discontinue all or part of the App; refuse to provide any user with access to the App; charge, modify, or waive fees required to use the App; or offer opportunities to some or all App users. If you do not agree to any provision of this Agreement, you should not use the App.

### **2. Services.**

**2.1 Description of Services.** We provide users of the App access to a platform that connects and matches individuals who seek transportation to certain destinations ("**Rider**") with individuals driving to or through those destinations ("**Driver**"). For purposes of this Agreement the service of connecting and matching a Driver with a Rider provided through App shall be defined as the "**Services.**" Rider and Driver are collectively referred to as "**User**" or "**Users.**"

**2.2 Excluded services.** *Alec's App LLC does not provide transportation services, and Alec's App LLC is not a transportation carrier. It is up to Driver to offer or reject ride-sharing services to/from Rider, and it is up to Rider to accept or reject ride-sharing services from any Driver, which may be arranged through use of the App. Alec's App LLC offers information and a method to obtain such ride-sharing services, but does not and does not intend to provide transportation services or act in any way as a transportation carrier, and has no responsibility or liability for any ride-sharing services provided to you by such Drivers. Any decision made by Users to offer, accept or reject ride-sharing services is a decision made in such User's sole discretion. Each ride-sharing service provided by Driver to Rider shall constitute a separate agreement between Users to which Alec's App LLC is not a party.*

**3. Release.** You acknowledge and agree that we are not responsible for, and make no representations or warranties regarding any Driver. You hereby release Alec's App LLC, its officers, employees, agents and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and

property damage, that is either directly or indirectly related to or arises from (i) your use of the App, or (ii) your purchase or use of any ride-sharing services provided by Driver. Alec's App LLC has no control over the quality or safety of any vehicle or of the ride-sharing services; nor do we have any control over the truth or accuracy of the Users' information listed in the App. We cannot ensure that Driver or Rider is who he or she claims to be or that Driver or Rider will actually complete an arranged service. Alec's App LLC does not verify the status of the driver's license, review the driving record, or review the criminal record of any driver. Alec's App LLC does not verify the status or sufficiency of any vehicle insurance policy coverage maintained by Driver or applicable to the car being utilized. You also understand that Alec's App LLC is not a party to any agreement entered into between Rider and Driver and Alec's App LLC has no control over the conduct of Rider or Driver and other users of the App and disclaim all liability in this regard.

**4. Jurisdiction.** The App is controlled and/or operated from the United States, and is not intended to subject us to non-U.S. jurisdiction or laws. The App may not be appropriate or available for use in some jurisdictions outside of the United States. If you access the App, you do so at your own risk, and you are responsible for complying with all local laws, rules, and regulations. We may limit the App's availability, in whole or in part, to any person, geographic area, or jurisdiction we choose, at any time and in our sole discretion.

**5. Compliance with laws and regulations.** You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the App, including without limitation your submission of Your Information (as defined in Section 9.1). You also agree to comply with all applicable laws, statutes, ordinances and regulations regarding the transmission of technical data exported from the United States or the country in which you reside.

## **6. Membership.**

**6.1 Eligibility.** App is available to all individuals who are at least 18 years of age. Our App is not available to any temporarily or indefinitely suspended App Users. By registering to use the App, you represent and warrant that you are at least 18 years of age and that you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement. You may not authorize third parties to use your CarPo's account, and you may not allow persons under the age of 18 to use ride-sharing services offered by Drivers unless they are accompanied by you. You may not assign or otherwise transfer your CarPo's account to any other person or entity.

**6.2 Password and security.** When you complete our registration process you will create a password that will enable you to access the App. We may reject, or require that you change, any user name, password, or other information that you provide to us during the registration process. You agree to maintain the confidentiality of your password, and are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality and all activities that occur through the use of your password. You agree to immediately notify us of any unauthorized use of your password or any other breach of security. You agree that Alec's App LLC cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 6.2.

**7. Rules of conduct.** Users of the App shall respect the rights and dignity of others. Your use of the App is conditioned on your compliance with the rules of conduct set forth in this section; your failure to comply with such rules may result in termination of your access to the App pursuant to Section 20 below. You agree that you will not:

- Use the App for any fraudulent or unlawful purpose;
- Use the App to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or harvest or collect personally identifiable information about other users of the App;
- Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the App; or express or imply that we endorse any statement you make;
- Post any information that is obscene or contain, pornography, child pornography, or photographs of unclothed person(s);
- Interfere with or disrupt the operation of the App or the servers or networks used to make the App available; or violate any requirements, procedures, policies or regulations of such networks;
- Advertise merchandise, auctions, services or commercial websites, including offers to trade or charitable solicitations;
- Post unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation (including, but not limited to, "spam," "junk mail," and "chain letters");
- Transmit or otherwise make available in connection with the App any virus, worm, Trojan horse, Easter egg, time bomb, cancelbots, spyware, or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment;
- Harm or intimidate another person in any way, including restricting or inhibiting any other user from using the App (including without limitation by hacking or defacing any portion of the App);
- Reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the App;
- Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the App;
- Infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- Remove any copyright, trademark, or other proprietary rights notice from the App or materials originating from the App;
- Frame or mirror any part of the App without our express prior written consent.
- Create a database by systematically downloading and storing App content;
- Use any robot, spider, App search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather App content or reproduce or circumvent the navigational structure or presentation of the App without our express prior written consent. Notwithstanding the foregoing, we grant the operators of public online search engines limited permission to use search retrieval applications to reproduce materials from the App for the sole purpose of

and solely to the extent necessary for creating publicly available searchable indices of such materials solely in connection with each operator's public online search service. We reserve the right to revoke these exceptions either generally or in specific instances;

- Encourage others to violate this Agreement;
- Refuse to follow Alec's App LLC staff instruction or direction;
- Disclose the Personal Information (as defined in Section 2 of Privacy Policy) of any member of the App without the permission of that member;

Also, your posting of other inappropriate actions, Your Information or other materials may also warrant removal and/or suspension from the App. Alec's App LLC reserves the right to remove any post or other material without warning or further notice.

While we prohibit conduct and content that violates this Agreement, you understand and agree that you nonetheless may be exposed to such conduct or content and that you use the App at your own risk.

For purposes of this Agreement, "posting" includes uploading, posting, emailing, transmitting or otherwise making available. Without limiting the foregoing, Alec's App LLC shall have the right to remove any Your Information or other material that violates this Agreement or is otherwise objectionable.

## **8. Fees and payment.**

**8.1 Platform Fees.** Access to the App and use of selected features is free. We may charge fees for various premium features and services that we offer, and we will notify you of those charges at the time that we offer you the premium features or services for a fee. We may, in our sole discretion, and by notifying you in the App, change this policy and begin charging for access to the App and other features and services, and we may, in our sole discretion, add, remove or change the features and services we offer or the fees (including the amount or the type of fees) we charge at any time. If we introduce a new service or charge a new fee, we will establish and notify you of the fees for that service at the launch of the service or start of charging a new fee. If we notify you of new fees or change the fees for an existing service, you agree to pay all fees and charges specified and all applicable taxes for your continued use of the applicable service. We are not responsible for any charges or expenses you incur resulting from being billed by us in accordance with this Agreement (e.g., overdrawn accounts, exceeding account limits, etc.).

For purposes of this Agreement, "Booking" is when a request for a ride is accepted by Driver or when Rider accepts Driver's offer for ride-sharing services. We will charge Rider a "**Booking Fee**" to book Driver's ride-sharing services. We will charge Rider a "**Cost Contribution Fee**" for each mile driven by Driver while providing ride-sharing services to Rider. In addition, we will charge Rider a "**Passenger Surcharge Fee**" if there is only one Rider. We will credit Driver's account with Cost Contribution Fee and Passenger Surcharge Fee collected from Rider.

*Driver must not profit from any trip. Cost Contribution Fee may only be used to reimburse the Driver's costs and may not be used to generate any profit for the Driver. This applies to all*

*activities, arrangements and ride-sharing services booked using the App and any additional services or activities which may be agreed between Driver and Passenger. Users are reminded that using the App in a commercial or professional capacity may invalidate Driver's vehicle insurance policy. It is up to Users to be vigilant in ensuring that ride-sharing services are not provided on a commercial basis.*

**8.2 Cancellation or no-shows.** In the event that Driver cancels a Booking, we will refund Rider the full amount paid by Rider and charge Driver twenty dollars (\$20) "**Cancellation Fee.**" In the event that Driver cancels three (3) Bookings, or Driver's average rating falls below four (4) stars after ten (10) or more reviews, or Driver does not show up without cancelling a Booking, we will suspend Driver's account for six (6) months. In the event that Rider cancels a Booking more than 48 hours prior to departure time, we will refund Rider the full amount paid. In the event that Rider cancels a Booking 48 hours or less prior to departure time, we will refund Rider fifty per cent (50%) of Cost Contribution Fee paid and we will credit Driver's account the amount equal to fifty per cent (50%) of Cost Contribution Fee paid by Rider (Booking Fee will not be refunded). In the event that Rider does not show up without cancelling a Booking, Rider will not receive a refund. You understand that a violation of Agreement or any agreement between you and Alec's App LLC may result in cancellation of your Booking(s), in suspension of your account, or in your forfeiting any monies paid for such Booking(s); you hereby authorize us to debit your account (via the method of payment associated with your account) for any costs we incur as a result of such violation.

**8.3 Facilitation of payments.** All payments are facilitated through a third party payment processing company. Alec's App LLC may replace its third party payment processing company without notice to you. Payments shall only be made through the App. Cash payments are strictly prohibited.

Currently, Alec's App LLC uses Braintree, a division of PayPal, Inc. (Braintree) for payment processing. In order for you to use Braintree's payment processing services, you must read and agree to the Commercial Entity User Agreement (CEA) available at <https://www.braintreepayments.com/legal/cea-wells> and the Payment Services Agreement available at <https://www.braintreepayments.com/legal/gateway-agreement>. By accepting this Agreement, you agree: (a) that you have downloaded or printed the CEA, and (b) that you have reviewed and agree to the CEA. If you have questions regarding the CEA or the PSA, please contact Braintree at 877.434.2894.

**8.4 Promotions.** Alec's App LLC, at its sole discretion, may make available promotions with different features to any of our Riders or prospective Riders. These promotions, unless made to you, shall have no bearing whatsoever on your Agreement or relationship with Alec's App LLC.

**8.5 Credit card authorization.** To pay for ride-sharing services through App, you will need to provide Alec's App LLC with a payment information necessary to process a Booking prior you being able to place a Booking. By submitting your payment information to us, you authorize us to charge the applicable payment method at our convenience but within thirty (30) days of your placing the Booking. You represent that you will not use any credit card or other form of payment unless you have all necessary authorization to do so. Alec's App LLC may seek authorization of

your credit card to validate your ability to pay the applicable charges at the time you initiate Booking. The authorization is not a charge, however, the authorization 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 or available credit, you may be subject to overdraft or 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.

**8.6 Bank fees.** Some banks and credit cards impose fees for international transactions. If you are making a Booking from outside of the United States on a US credit card, your bank may convert the payment amount to your local currency and charge you a conversion fee. This means the amount listed on your credit or bank card statement may be in your local currency. In addition, a foreign transaction fee may be assessed if the bank that issued your credit card is located outside of the United States. The currency exchange rate and foreign transaction fee is determined solely by your bank on the day that they process the transaction. If you have any questions about these fees or the exchange rate applied to your Booking, please contact your bank.

## **9. Your Information.**

**9.1 Definition. "Your Information"** is defined as any information you submit or make available (directly or indirectly), including through the registration process, through the use of the App, or in any public message board. The submission of Your Information through the App is governed by our Privacy Policy. You agree that all information you provide to us is true, accurate, and complete, and you will maintain and update such information regularly. You are solely responsible for Your Information, and we act as a passive conduit for your online distribution and publication of Your Information. You should understand that Your Information may be accessible by and made public through syndication programs (including data feed tools) and by search engines, metasearch tools, crawlers, metacrawlers and other similar programs. If you choose to make any of Your Information publicly available in the App, you do so at your own risk. We make no representation as to the completeness, accuracy, or how current any information in the App.

**9.2 License.** We do not claim ownership of Your Information. We will use Your Information only in accordance with our Privacy Policy. However, to enable us to use Your Information and to ensure we do not violate any rights you may have in Your Information, you grant Alec's App LLC a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable right to exercise, commercialize and exploit the copyright, publicity, and database rights you have in Your Information, in any media now known or not currently known, with respect to Your Information.

**9.3 Restriction on use of Your Information.** Except as otherwise provided in our Privacy Policy, we will not sell, rent or otherwise disclose any of your Personal Information (as defined in our Privacy Policy) about you (including your email address) to any third party.

**9.4 Your email address and phone number.** You agree that you will provide us with your valid, current email address and phone number, both at the time of your registration with us and from time to time as your email address or phone number changes.

**10. Consent to disclosure.** You acknowledge and agree that Alec’s App LLC may disclose Your Information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to: (a) comply with a current judicial proceeding, a court order or legal process served on Alec’s App LLC, (b) enforce this Agreement, (c) respond to claims that Your Information violates the rights of third parties; (d) protect the rights, property or personal safety of Alec’s App LLC, its members, agents, employees, users and the public; or (e) enable the transfer or sale to another entity of all or substantially all assets in the line of business to which this Agreement relates, or upon any other company reorganization, subject to the promises made in this Agreement. We also may disclose any information about you to law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or that we believe may expose us or you to legal liability.

## **11. Use of App.**

**11.1 Control.** You, and not Alec’s App LLC, are entirely responsible for all of Your Information that you upload, post, email, transmit or otherwise make available via the App. You represent and warrant (a) that you own or otherwise control all of the rights to Your Information, including without limitation, all copyrights; (b) that Your Information is accurate; and (c) that use of Your Information does not violate this Agreement or the Privacy Policy and will not cause injury to any person or entity. We do not control Your Information or the information of or posted by other users and do not guarantee the accuracy, integrity or quality of Your Information or the information of or posted by other users. Nor do we endorse any opinions expressed by you or other users. You understand that by using the App, you may be exposed to information that is offensive, indecent or objectionable. We do not have any obligation to monitor, nor do we take responsibility for, Your Information, or information of or posted by other users. *You agree that under no circumstances will Alec’s App LLC, its members, employees, consultants, agents, advisers, affiliates, subsidiaries or its third-party partners be liable in any way for any information, including, but not limited to, for any errors or omissions in Your Information or the information of or posted by other users, or for any loss or damage of any kind incurred as a result of the use of Your Information or information of or posted by other users posted, emailed, transmitted or otherwise made available in connection with the App, or for any failure to correct or remove information.*

**11.2 General practices regarding use of App.** You acknowledge and agree that we may establish general practices and limits concerning the use of the App. You agree that we have no responsibility or liability for the storage or the deletion of, or the failure to store or deletion, any of Your Information. You acknowledge that we reserve the right to log off users who are inactive for an extended period of time. In addition, you acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

## **12. Communication.**

**12.1 App communication.** By accessing and using the App you acknowledge and agree that you may receive certain communications from the App (such as SMS, text messages, emails, or other electronic communications means, collectively “Mobile Communications”). Please note that by accessing and using the App, or by using certain mobile features, such as receiving or sending

Mobile Communications via your mobile device, you may incur fees from the provider or carrier of the mobile services that you use and you are solely responsible for the payment of such fees. By using the App, you expressly agree to receive Mobile Communications from the App. You may manage Mobile Communications in the settings tab of your profile; however, some basic communications are a necessary part of the App and may not be disabled.

**12.2 Your location.** When you use the App, we may collect location information from the GPS functionality on your device. You hereby authorize us and to take such actions and access such data. You can grant or revoke your consent at any time and prevent us from continuing to access your GPS information by changing the settings on your device. You hereby authorize the Application to access such components of your mobile device.

**12.3 Maps.** Certain features of the App require access to and use of your device's maps features or other third party maps. Although you may decide whether or not to use these features, any use of those features will be subject to the terms and conditions applicable to such maps and application.

**12.4 Other Users.** We do not control the information provided by other users, which is made available through the App. You may find other users' information to be offensive, harmful, inaccurate or deceptive. Please use caution and common sense when using the App. Please note there is a risk that you may be dealing with underage persons or people acting under false pretense.

**13. Privacy Policy.** Alec's App LLC collects registration and other information about you through the App. Our collection, use, and disclosure of this information is governed by the App's Privacy Policy.

**14. Links.** The App may provide links to other apps, web sites and online resources (collectively, "Links"). Links may or may not have our authorization, and we may block any Links to or from the App. *Your use of third-party links is at your own risk.* Because we have no control over such Links, you acknowledge and agree that we are not responsible for such Links, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such Links. *You also acknowledge and agree that Alec's App LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such Links.*

**15. Marketing partners and third parties.** Your correspondence or business dealings with, or participation in promotions of, marketing partners or other third parties found on our App, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such marketing partner or other third party. You agree that Alec's App LLC shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such marketing partners or other third parties in the App.

**16. Indemnity.** Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold us, our agents, employees, consultants, affiliates, subsidiaries and third-party



partners harmless from and against all claims, losses, costs, and expenses (including attorneys' fees) arising out of (a) your use of, or activities in connection with, the App or (b) any breach of your representations and warranties or this Agreement or the documents it incorporates by party.

## **17. Warranties and liability.**

**17.1 Disclaimer of warranties.** *You understand and agree that you download or otherwise obtain material or data through the use of the App at your own discretion and risk and that you will be solely responsible for any damages to your device or loss of data that results from the download of such material or data. The App and all goods, services, information, and materials made available through the App are provided to you "as is" without any express representations or warranties of any kind, and we disclaim all statutory or implied representations, warranties, terms, and conditions with respect to the App and all services, information, and materials made available through the App, including the representations and warranties of satisfactory quality, merchantability, fitness for a particular purpose, non-infringement, and title. We make no representation or warranty that the App (or any part thereof) will be accurate, complete, or error-free, nor that any particular software or hardware, will be compatible with the App, and you hereby agree that it is your sole responsibility to (a) obtain and pay for any software, hardware and services (including internet connectivity) needed to access and use the App and (b) ensure that any software, hardware, and services that you use will function correctly with the App. You agree that you must evaluate, and that you bear all risks associated with, the use of the App, including any reliance on the accuracy, completeness, or usefulness of any information or materials made available through the App. we disclaim any warranties regarding the security, reliability, timeliness, and performance of the App. We disclaim any warranties for any information or advice obtained through the App. We disclaim any warranties for services or goods received through or advertised in the App or received through any links provided by the App, as well as for any information or advice received through any links provided through the App. In addition, no advice or information (oral or written) obtained by you from us shall create any warranty. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users, or "hackers").*

**17.2 Limitation of liability.** *We will not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages of any kind in connection with the App, nor for any damages for loss of profits, goodwill, loss of use, loss of data, loss of other intangibles, loss of security of information you have provided in connection with your use of the App, or unauthorized interception of any such information by third parties, even if advised in advance of such damages or losses. Further, we will not be liable for damages of any kind resulting from your use of the App or from any information or materials in the App. Your sole and exclusive remedy for dissatisfaction with the App is to stop using the App. Our maximum liability for all damages, losses, and causes of action, whether in contract, tort (including, without limitation, negligence), or otherwise shall be the total amount, if any, paid by you to us to download the App.*

**17.3 Exclusions.** *It is possible that applicable law may not allow for limitations on certain implied warranties or exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have additional rights. If applicable law prohibits the limitation or exclusion of*

*a party's liability with respect to death or personal injury caused by such party's negligence, fraud, or any other matter, then such party's liability will not be limited or excluded to the extent of such prohibition under such applicable law.*

**17.4 Driver representations and warranties.** Driver represents, warrants and agrees that:

- Driver is not an employee of Alec's App LLC or its subsidiaries.
- Driver possesses a valid driver's license and is authorized and medically fit to operate a motor vehicle and has all appropriate licenses and authority to provide ride-sharing services to Riders in all jurisdictions in which Driver provides ride-sharing services.
- Driver owns, or has the legal right to operate, the vehicle Driver uses when providing ride-sharing services, and such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind.
- Driver has a valid vehicle insurance policy (in coverage amounts consistent with all applicable legal requirements) that names or schedules Driver for the operation of the vehicle Driver uses to provide ride-sharing services.
- Driver will be solely responsible for any and all liability that results from or is alleged as a result of Driver's provision of ride-sharing services, including, but not limited to personal injuries, death and property damages
- In the event of a motor vehicle accident, Driver is solely responsible for compliance with any applicable statutory or department of motor vehicles requirements, for reporting the accident to Alec's App LLC and your insurer in a timely manner, and for all necessary contacts with your vehicle insurance policy carrier.
- Driver will comply with all applicable laws, rules and regulations while providing ride-sharing services, and Driver will be solely responsible for any violations of such provisions.
- Driver will pay all applicable federal, state and local taxes based on Driver's provision of ride-sharing services and any payments received by Driver.
- Driver will not make any misrepresentation regarding Alec's App LLC, CarPo, the ride-sharing services or Driver's status, or, while providing the ride-sharing services, operate as a public carrier or taxi service, accept street hails, charge for rides (except as expressly provided in this Agreement), or engage in any other activity in a manner that is inconsistent with Driver's obligations under this Agreement.
- Driver will not attempt to defraud Alec's App LLC or CarPo in connection with Driver's provision of ride-sharing services. If we suspect that Driver has engaged in fraudulent activity, we may withhold applicable Contribution Fee or other payments for the ride(s) in question. In addition, we may suspend or terminate your access to the App.
- Driver will not discriminate or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation. Driver will make reasonable accommodation for service animals.

- Driver agrees that we may obtain information about Driver, including your criminal and driving records, and you agree to provide any further necessary authorizations to facilitate our access to such records during the term of the Agreement.

## **18. Dispute resolution.**

**18.1 Process.** The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement including the documents it incorporates by reference, your use of the App, Your Information, or your violation of any law or the rights of a third party. In the event that the dispute, claim or controversy is not resolved by these negotiations, the matter will be submitted to Judicial Arbitration and Mediation Services, Inc. (a.k.a. "JAMS"), or its successor, for mediation pursuant to Section 18.3, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to Section 18.4. Nonetheless, legal action taken by Alec's App LLC to collect any fees and/or recover damages for, or obtain an injunction relating to, the App operations, intellectual property shall not be submitted to mediation or arbitration except as otherwise agreed to in writing by Alec's App LLC.

**18.2 Negotiation.** Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within fifteen (15) business days with a statement of its position on and recommended solution to the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority will meet in person or otherwise at a mutually agreeable time and place within thirty (30) business days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute.

**18.3 Mediation.** Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case.

**18.4 Arbitration.** The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement that are not resolved by their mutual agreement by negotiation or mediation under Sections 18.2 and 18.3 shall be submitted to final and binding arbitration before

JAMS, or its successor, pursuant to the United States Arbitration Act, 9 U.S.C. Sec. 1 et seq. Either party may commence the arbitration process called for in this Agreement by filing a written demand for arbitration with JAMS, with a copy to the other party. The arbitration will be conducted in accordance with the provisions of JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The parties will cooperate with JAMS and with one another in selecting an arbitrator from JAMS' panel of neutrals, and in scheduling the arbitration proceedings. The parties covenant that they will participate in the arbitration in good faith, and that they will share equally in its costs.

**18.5 Enforcement.** The provisions of Sections 18.3 and 18.4 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

**18.6 Notice; waiver.** You agree that, except as otherwise specified in Section 18.1, all disputes, claims or controversies arising out of or relating to this Agreement will be decided by negotiation, neutral mediation and/or neutral arbitration. Also, by agreeing to this Agreement you are giving up your judicial rights to discovery and appeal except to the extent that they are specifically provided for under this Agreement. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under federal or state law. Your agreement to this arbitration provision is voluntary.

**18.7 Dispute between you and other User and/or third party.** If you have a dispute with one or more Users or any other third party resulting from or arising out of or in connection with your use of the App, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

**18.8 Class Action.** You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. This will preclude you from bringing any class, collective, or representative action against us, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against us by someone else.

**19. Modifications and service interruption.** We reserve the right at any time or times to modify or discontinue, temporarily or permanently, all or any portion of the App with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or termination of the App. We do not guarantee continuous, uninterrupted or secure access to the App, and operation of the App may be interfered with by numerous factors outside of our control, maintenance or other reasons. Additionally, third parties may make unauthorized alterations to the App. If you become aware of any unauthorized third party alterations to the App, contact us with a description of the unauthorized third party alteration. Alec's App LLC assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, or User communications. Alec's App LLC is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer

or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the internet, including injury or damage to User's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the web and/or in connection with the App. We do not guaranty that App is free from viruses, worms, Trojan horses or other harmful components. You agree that we shall not be liable to you or to any third party for any viruses, worms, Trojan horses or other harmful components in the App.

**20. Termination.** This Agreement is effective until terminated. We may, at any time and for any reason, temporarily suspend, remove content or information you have posted or terminate your access to or use of: (a) the App, (b) your user name and password or (c) any files or information associated with your user name and password. You agree that any termination of your account or access to all or any portion of the App under any provision of this Agreement may be effected without prior notice, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the App. If we terminate your access to the App, you will not have the right to bring claims against us or our affiliates with respect to such termination. We and our affiliates shall not be liable for any termination of your access to the App or to any such information or files, and (except as may be required under mandatory applicable law) shall not be required to make such information or files available to you after any such termination. We may take steps that we believe are appropriate to enforce or verify compliance with any part of this Agreement (including our right to cooperate with any legal process relating to your use of the App or any third-party claim that your use of the App is unlawful or infringes such third party's rights). Sections 9.2, 16, 17, 18 and 29 shall survive any expiration or termination of this Agreement.

**21. Trademarks; copyrights; proprietary rights.** App's trademarks, service marks, and other App's logos, products and service names, are trademarks of Alec's App LLC ("**Proprietary Rights**"). Except as otherwise permitted by law, you agree not to display or use in any manner the Proprietary Rights without Alec's App LLC's prior written consent. All trademarks and service marks in the App not owned by us are the property of their respective owners. You acknowledge and agree that content contained in sponsor advertisements or information presented to you through the App or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You may not use App's Proprietary Rights in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Except as expressly authorized in advance by us, you agree not to reproduce, modify, rent, lease, loan, sell, distribute or create derivative works based on, all or any part of the App or any information or materials made available through the App.

Please note that unauthorized use of the App may subject you to civil and criminal penalties (including, without limitation, possible monetary damages), including, without limitation, for copyright infringement.

You hereby acknowledge that any and all (i) suggestions for correction, change and modification to the App and other feedback (including but not limited to quotations of written or oral feedback), information and reports provided to Alec's App LLC by you (collectively "Feedback"), and (ii) improvements, updates, modifications or enhancements, whether made, created or developed by

App or otherwise relating to App based on Feedback or otherwise (collectively, "Update"), are and will remain the property of Alec's App LLC. You authorize Alec's App LLC to treat Feedback and Update as non-confidential and non-proprietary. You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the App or in any such Feedback or Update. All Feedback and Update become the sole and exclusive property of Alec's App LLC and Alec's App LLC may use and disclose Feedback and/or Update in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to Alec's App LLC any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback and Update. At Alec's App LLC's request, you agree to execute any document, registration or filing required to give effect to the foregoing assignment.

**22. Copyright infringement.** To comply with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 ("DMCA"), we will respond promptly to claims of copyright infringement. Please send all claims of copyright infringement to:

Alec's App LLC  
1 Shadowbrook Ct., Bernardsville, NJ 07924  
ucarpo@outlook.com

If you are a copyright owner (or authorized to act on behalf of the copyright owner) and have a good faith belief that your work's copyright is being infringed, you should submit a written notification to us at the address and email stated above and include: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (v) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of a bona fide infringement notification, it is our policy to remove or disable access to the infringing material.

Please note that Section 512(f) of the DMCA allows imposing liability for damages on any person who knowingly sends meritless notices of infringement.

Any information or correspondence that you provide to us may be shared with third parties, including the person who provided us with the allegedly infringing material.

**23. No resale.** You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the App, use of the App, or access to the App for any sales of goods or services, or promotion of a company, good, or service.

**24. Notices.** Except as otherwise stated in this Agreement or as expressly required by local law, any notice to us shall be given by certified postal mail to 1 Shadowbrook Ct., Bernardsville, NJ 07924, or by email to ucarpo@outlook.com, and any notice to you shall be given to the email address that you provided us during the registration process. Notice shall be considered given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Notice given by postal mail shall be considered given three (3) days after the date of mailing. Notices to you may be made via posting to the App, by email, or by regular mail, in our discretion.

We may also provide notice of changes to this Agreement or other matters by displaying such notices or by providing links to such notices. You agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings, based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. We will not be responsible for failure to fulfill any obligation due to causes beyond our control.

**25. Entire Agreement.** This Agreement hereby incorporates by this reference any additional terms that we post in the App (including, without limitation, our Privacy Policy) and, except as otherwise expressly stated herein, this Agreement is the entire agreement between you and us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter.

**26. No agency.** No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship between you and the App is intended or created by this Agreement.

**27. Governing law.** You hereby agree that this Agreement (and any claim or dispute arising in connection with this Agreement or your use of the App) is governed by and shall be construed in accordance with the laws of the State of New York, without regard to its principles of conflicts of law, and you consent to the exclusive jurisdiction of the federal and state courts located in State of New York, and waive any jurisdictional, venue, or inconvenient forum objections thereto.

**28. Assignment.** You agree that this Agreement, all rights herein, and all incorporated agreements may be automatically assigned by the Alec's App LLC, in our sole discretion, to one or more third parties in the event of a merger, acquisition, corporate reorganization, sale of all or substantially all of App's assets, or similar transaction. You may not assign, transfer, or sublicense any or all of your rights or obligations under this Agreement without Alec's App LLC's express prior written consent.

**29. No waiver.** Alec's App LLC's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision and does not waive our right to act with respect to subsequent or similar breaches.

**30. Severance.** If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, you and the Alec's App LLC nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of this Agreement will remain in full force and effect.

**31. Limitation.** You and the Alec's App LLC each agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the App or this Agreement must be filed within one (1) year after the claim or cause of action arose or be forever barred.

**32. Titles.** The section titles in this Agreement are for convenience only and have no legal or contractual effect.

**33. Information or complaints.** If you have a question or a complaint regarding the App, please feel free to contact us via email at [ucarp@outlook.com](mailto:ucarp@outlook.com). Email communications are not necessarily secure, so please do not include sensitive information in any email to us.

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