

Community Ride Platform Terms of Services Agreement

1. Introduction: This Agreement ("Agreement") governs the use of Community Ride ("Platform") provided by Community Ride LLC ("**Community Ride**," "we," "us," or "our"). By accessing or using the Platform, Agencies, Drivers, and Clients agree to be bound by the terms outlined herein.

2. Scope of the Agreement: Community Ride provides software that facilitates transportation services managed by Agencies. Agencies, Drivers, and Clients are responsible for adhering to the respective terms outlined in this Agreement and any additional terms specific to their roles.

3. Roles and Responsibilities

- **Community Ride:** Provides and maintains the Platform as a software solution. We do not operate transportation services and are not responsible for any activities or outcomes related to the transportation services themselves. This includes, but is not limited to, the timeliness, safety, or quality of transportation services; disputes between Agencies, Drivers, or Clients; incorrect payments or reimbursement delays; compliance with transportation regulations; or any accidents, injuries, damages, or losses incurred during transportation.
- **Agencies:** Responsible for managing and approving Drivers and Clients, configuring programs, and ensuring compliance with applicable laws and guidelines. Agencies are solely responsible for making payments to Drivers and ensuring that payments are accurate and timely. Additionally, Agencies are responsible for resolving any disputes with Drivers or Clients, managing funding allocations, and complying with all federal, state, and local regulations governing transportation services. This includes ensuring the safety, eligibility, and proper conduct of Drivers and Clients under their purview.
- **Drivers:** Provide transportation services as approved by Agencies. Drivers are required to keep their vehicle and personal information up to date at all times, including but not limited to valid driver's licenses, vehicle registrations, and

Insurance policies. Any arrests, driving violations, insurance coverage, or vehicle condition changes must be reported to Agencies immediately before accepting or providing additional rides. Drivers must also adhere to all traffic laws, including speed limits, right-of-way rules, and applicable local, state, or federal regulations. Drivers must also comply with any additional requirements imposed by Agencies to ensure passenger safety and service quality.

- **Clients:** Use the Platform to book and verify trips. Clients are responsible for accurately indicating trip locations and purposes when booking. They must respect Drivers and their vehicles, avoiding behavior that could cause damage or discomfort. Clients must also facilitate timely service payments and cannot unjustly dispute charges or fail to pay. Additionally, Clients agree to provide feedback as requested by Agencies to improve the quality of services. Failure to comply with these responsibilities may result in account suspension or termination.

4. Third Party ACH Payment Services Partner:

Community Ride uses the Dwolla platform for ACH payments. In order to use the payment functionality of the Community Ride application, you must open a "Dwolla Account" provided by Dwolla, Inc. and you must accept the Dwolla Terms of Service and Privacy Policy. Any funds held in or transferred through your Dwolla Account are held or transferred by Dwolla's financial institution partners. You must be at least 18 years old to create a Dwolla Account. You authorize Community Ride to collect and share with Dwolla your personal information including full name, date of birth, social security number, physical address, email address and financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla Account through the Community Ride application, and Dwolla account notifications will be sent by Community Ride, not Dwolla. Community Ride will

provide customer support for your Dwolla Account activity, and can be reached at www.communityride.com, support@communityride.com and/or (844) 546-3832.

5. Data Privacy and Security: Community Ride implements industry-standard measures to protect user data and ensure compliance with relevant laws and regulations. All users must adhere to data privacy and security requirements outlined in all applicable privacy policies, including the Community Ride Privacy Policy and the Agencies' privacy policies. Agencies are responsible for implementing privacy policies to govern their interactions with Clients and Drivers.

6. Limitation of Liability: Users acknowledge that the Platform is provided "as-is" without guarantees of uninterrupted or error-free operation. Community Ride shall not be held liable for disputes or issues arising from transportation services, and Agencies agree to indemnify and hold harmless Community Ride from any claims, damages, or liabilities arising out of or related to the actions or omissions of Agencies, Drivers, or Clients.

By electing to use this Platform, Users acknowledge that Community Ride is not responsible for:

- System downtime or technical issues that prevent access to the Platform.
- Inaccuracies or errors in mapping or navigation software, which is provided for planning purposes only.
- Missed appointments, delays, or failure to provide transportation services.
- Any damages, injuries, or losses incurred during transportation facilitated by the Platform.
- Data breaches or unauthorized access resulting from user negligence.

7. Indemnification AGENCIES, DRIVERS, AND CLIENTS AGREE TO INDEMNIFY AND HOLD Community Ride HARMLESS AGAINST ANY CLAIMS, DAMAGES, LIABILITIES, OR LEGAL EXPENSES ARISING FROM THEIR USE OF THE PLATFORM, INCLUDING BUT NOT LIMITED TO ACTIONS INVOLVING THIRD-PARTY CLAIMS, DATA BREACHES, OR DISPUTES AMONG USERS.

IN JURISDICTIONS WHERE INDEMNITY IS NOT PERMITTED, REFERENCE THE APPLICABLE ADENDUM.

8. Dispute Resolution: All disputes shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association (AAA). The arbitration will be conducted in the state where the Agency operates, and all costs will be shared equally unless otherwise specified by the arbitrator. Before initiating arbitration, the parties agree to attempt good-faith negotiations to resolve the dispute. If negotiation fails, mediation may be pursued as an additional step before arbitration.

Arbitration Details:

- The arbitrator will be selected in accordance with AAA rules.
- Hearings may be conducted virtually unless otherwise agreed upon.
- Arbitration decisions will be final and binding, and the arbitrator may allocate costs as deemed appropriate.

Exceptions:

- Small claims disputes may be resolved in small claims court without arbitration.
- Community Ride may seek injunctive relief to protect its intellectual property rights without engaging in arbitration.

Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the state where the Agency operates, without regard to its conflict of law principles. All disputes shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association (AAA). The arbitration will be conducted in the state where the Agency operates, and all costs will be shared equally unless otherwise specified by the arbitrator. Class action claims are expressly waived.

9. Modification Rights Community Ride reserves the right to modify this Agreement or its policies at any time. Users will be notified via email or through the Platform of any changes, and continued use of the Platform constitutes acceptance of the updated terms.

10. Intellectual Property Community Ride retains all rights, title, and interest in the Platform, including all associated intellectual property. Users are granted a limited, non-exclusive license to use the Platform for its intended purposes.

11. Mapping and Navigation Services The Platform integrates Google Maps for mapping and navigation functionality. By using the Platform, all users agree to comply with the following terms related to mapping services:

Accuracy and Usage:

- Google Maps data is provided for planning purposes only. Users acknowledge that real-time conditions such as traffic, construction, or weather may affect accuracy.
- Users should exercise their own judgment when relying on mapping or navigation information provided by the Platform.

Prohibited Activities:

- Users must not use mapping data to create derivative works, real-time navigation systems outside the Platform, or unauthorized applications.
- Users must not manipulate, alter, or misuse any mapping data in ways that violate Google Maps terms or applicable laws.

Attribution Requirements:

- Users acknowledge that mapping services are “Powered by Google” and agree not to obscure or alter this attribution within the Platform.

Privacy and Data Use:

- Users must not input personally identifiable information or sensitive data unless explicitly requested.

Liability Disclaimer:

- Community Ride disclaims any liability for errors, inaccuracies, or service disruptions related to mapping services provided by Google Maps. Community Ride retains all rights, title, and interest in the Platform, including all associated intellectual property. Users are granted a limited, non-exclusive license to use the Platform for its intended purposes.

Driver Terms of Use

1. Introduction This Driver Terms of Use Agreement ("Driver Agreement") governs the use of the Driver Application and services provided by Community Ride.

2. Eligibility Drivers must be approved by an Agency before using the Platform. Drivers must provide all necessary documentation, including a valid driver's license, vehicle registration, and proof of insurance. Drivers are also required to undergo background checks and vehicle inspections as mandated by the Agency.

3. Responsibilities

- Provide timely and professional transportation services.
- Maintain accurate and up-to-date personal and vehicle information, including reporting any arrests, driving violations, insurance coverage changes, or vehicle condition changes to the Agency immediately and before accepting or providing additional rides.
- Adhere to all traffic laws, including speed limits, right-of-way rules, and any applicable local, state, or federal regulations.
- Use the Driver Application to receive trip assignments, manage payments, and maintain compliance with Agency requirements.
- Provide feedback to Agencies regarding any issues related to Agency policies, software functionality, payment processes, or Client interactions.
- Ensure compliance with all mapping data terms, acknowledging that mapping and navigation data is for planning purposes only and may not reflect real-time conditions.
- Refrain from providing or entering any personal identification information into the application that is not explicitly requested by the Agency.

4. Payments Drivers will be paid via the third-party financial service provider integrated into the Platform. Payments are processed upon trip completion. Drivers acknowledge that payment disputes must be resolved directly with the Agency.

5. Conduct Drivers must adhere to all applicable laws, Agency requirements, and Community Ride's code of conduct. Prohibited conduct includes fraud, harassment, unsafe driving practices, or any behavior that could harm Clients or the reputation of the service.

6. Termination Agencies reserve the right to terminate Drivers from the Platform for violations of this Agreement, failure to comply with applicable laws, or failure to meet Agency requirements.

7. Limitation of Liability: Company Ride is not liable for any damages, injuries, or losses arising from or related to transportation services provided by Drivers using the Platform. Drivers operate independently, use the Platform "as-is," and assume all risks associated with their services. To the maximum extent permitted by law, the Company disclaims all liability for bodily injury, property damage, or any other harm resulting from using the Platform or transportation services.

8. Dispute Resolution: All disputes involving Drivers shall follow the arbitration process described in the Overall Platform Agreement.

Client / Rider Terms of Use

1. Introduction This Client Terms of Use Agreement ("Client Agreement") governs the Client's use of the Client Application provided by Community Ride.

2. Eligibility Clients must be approved by an Agency before accessing the Platform. All information provided by Clients must be accurate, complete, and up to date.

3. Responsibilities

- Use the Client Application to book and verify trips.

- Provide accurate trip details, including pickup and drop-off locations and the purpose of the trip.
- Be respectful to Drivers and their vehicles, avoiding any behavior that could cause damage or discomfort.
- Make timely payments for services and avoid unjustly disputing charges or failing to pay.
- Provide feedback as requested by the Agency to improve service quality.
- Refrain from providing or entering any personal identification information into the application that is not specifically requested by the Agency.

4. Booking and Verification: Clients must verify completed trips using the provided methods (e.g., text code or electronic signature). Failure to verify trips in a timely manner may result in delays, denial of services, or account suspension. Disputes over trip verification must be promptly addressed with the Agency to avoid service restrictions. Clients acknowledge that mapping and navigation data provided through the Platform is for planning purposes only and may not reflect real-time conditions; they are encouraged to use their judgment when relying on this information.

5. Data Usage Clients consent to the collection and use of their data as outlined in applicable privacy policies, including those of Community Ride and the Agency. This includes data used for trip tracking, payment processing, and service provision.

6. Limitation of Liability: Community Ride is not responsible for the quality, timeliness, or availability of transportation services provided by Drivers or Agencies. Clients acknowledge that the Platform is provided "as-is" and assume all risks related to its use.

7. Termination Agencies reserve the right to terminate Client accounts for violations of this Agreement, misuse of the Platform, or failure to adhere to Agency rules.

8. Dispute Resolution: All disputes involving Clients shall follow the arbitration process described in the Overall Platform Agreement.