



## Ride N Care, Inc.'s Terms of Service Agreement

Please read these Terms of Service ("Terms", "Terms of Use", "TOS") carefully before you ("you" or "your") use the [www.ridencare.com](http://www.ridencare.com) website, download, install or use our mobile app, or place a call to our 1-800 telephone number (collectively the "Digital Service Platform" or "DSP") owned, operated and/or provided by Ride N Care, Inc. ("RNC", "us", "we", "Company" or "our") to connect with, offer, access, receive, or provide door-through-door transportation and/or companion care. Your access to and use of the DSP is expressly conditioned upon your acceptance of and compliance with the Terms. These Terms apply to all visitors, users, Customers (as that term is defined herein), and Service Providers (as that term is defined herein) who wish to use or otherwise access the DSP, regardless of whether or not the DSP is actually used.

**BY ACCESSING OR USING OUR SITES, DOWNLOADING, INSTALLING OR USING OUR MOBILE APP, CALLING OUR 1-800 TELEPHONE NUMBER, OR OTHERWISE USING OUR DSP, YOU HEREBY AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL TERMS INCORPORATED HEREIN, WHETHER BY REFERENCE OR COMMONLY UNDERSTOOD USAGE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN YOU DO NOT HAVE PERMISSION TO ACCESS OR USE OUR SITES OR USE OUR DSP.**

This Terms of Service Agreement is effective as of [November 01, 2016](#) and replaces all prior TOS.

### ACCEPTANCE OF TERMS

The following Terms of Service Agreement is a legally binding agreement that shall govern the relationship with our users and others which may interact or interface with Ride N Care, Inc., and our subsidiaries and affiliates, in association with the use of the RNC website, which includes [www.ridencare.com](http://www.ridencare.com), the RNC mobile app, RNC's toll-free 1-(800) telephone line, and any other digital platform, site, application or offering from us (collectively, the "Digital Service Platform" or "DSP") and its services, which shall be defined below.

## DESCRIPTION OF SERVICES OFFERED

The DSP consists of a commercial website, 1-(800) telephone number and related mobile app, whose purpose and functionality is described as follows:

*Ride N Care offers a technology-enabled digital logistics platform that facilitates the connection between persons ("Customers") desiring to obtain, schedule and pay for individualized door-through-door transportation and related care services (the "Transport & Care Services" or "Services"), and authorized independent for-hire providers of Transport & Care Services (hereafter the "Service Providers" a/k/a "RNC**Pros**").*

Any and all visitors to, or users of, our DSP, regardless of whether they are registered or not, shall be deemed to be "Users" of the DSP for the purpose of this TOS. Once a visitor registers for our DSP, through the process of creating an account, either as a "Customer" or as a "Service Provider," then the User shall further be considered either a Customer or a Service Provider, as the case may be and as each term is defined herein.

Certain Services, including but not limited to wheelchair-accessible transportation, gurney transportation, non-emergency medical transportation, non-ambulatory assistance, and unassisted curb-to-curb transportation may from time-to-time be provided via our DSP by Service Providers who are affiliated with third-parties with whom RNC has negotiated an independent agreement to permit access to our DSP and offer such Services (the "Third-Party Service Providers" or "TPSPs"). Services offered by TPSPs and scheduled by you via our DSP may result in the addition of a DSP convenience charge, as such charge is more fully described in the "FEES, CHARGES & PAYMENTS" section of this TOS.

The User, Customer and/or Service Provider acknowledges and agrees that the DSP is the sole property of Ride N Care, Inc. At its discretion, Ride N Care, Inc. may offer additional services and/or products via the DSP, or update, modify or revise any current content and services offered via the DSP, and this Agreement shall apply to any and all such additional services and/or products, and any and all updated, modified or revised services unless otherwise stipulated. Ride N Care, Inc. hereby reserves the right to cancel and cease offering any of the aforementioned services and/or the DSP at its sole discretion at any time, with or without notice. You, as the User, Customer and/or Service Provider, acknowledge, accept and agree that Ride N Care, Inc. shall not be held liable for any such updates, modifications, revisions, suspensions or discontinuance of the DSP or any of our services and/or products. Your continued use of the DSP, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, you should periodically review this Agreement and any and all applicable terms and policies

to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, modified, revised or modified terms, you must stop using the DSP.

**RNC IS NOT A TRANSPORTATION CARRIER OR CARE PROVIDER AND RNC DOES NOT PROVIDE TRANSPORTATION OR CARE SERVICES. IT IS WITHIN THE SOLE DISCRETION OF THE CUSTOMER AND THE SERVICE PROVIDER TO DETERMINE WHETHER TO CONTRACT FOR THE TRANSPORT & CARE SERVICES LOCATED VIA OUR DIGITAL SERVICE PLATFORM. ANY DECISION BY A CUSTOMER TO ACCEPT TRANSPORT & CARE SERVICES, OR BY A SERVICE PROVIDER TO OFFER TRANSPORT & CARE SERVICES VIA OUR DSP IS A DECISION MADE IN SUCH USER'S SOLE DISCRETION. EACH SERVICE TRANSACTION BETWEEN A SERVICE PROVIDER AND A CUSTOMER SHALL CONSTITUTE A SEPARATE AGREEMENT BETWEEN SUCH PERSONS.**

## **REGISTRATION, ACCOUNTS & SECURITY**

When you register as a "Customer" or "Service Provider" and create an account with us, you warrant and represent that you are over the age of 21, otherwise able to enter into a binding contract, and that the information you provide us is true, accurate, complete, and current at all times. Inaccurate, incomplete, false, misleading or obsolete information may result in the immediate termination of your account.

After completing the registration process and creating your username, you will receive a password—which you can later change—and account designation. You are responsible for maintaining the confidentiality of your account information and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our DSP or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. Ride N Care, Inc. shall not be held liable for any loss and/or damage arising from any failure to comply with your obligations hereunder.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse access, terminate or suspend accounts, remove or edit content, or cancel orders in our sole discretion.

Furthermore, you hereby acknowledge, understand and agree to:

- 1) furnish true, factual, correct, current and complete information as may be requested during the registration process, and
- 2) periodically review, maintain, revise and and/or promptly update your registration and profile information in an effort to maintain accuracy and completeness at all times.

It is Ride N Care, Inc.'s priority to ensure the safety and privacy of all its visitors, Users, Customers and Service Providers, especially that of children. Therefore, the parents of any child under the age of 13 that permit their child or children access to the DSP must create a "family" account, which will certify that the individual creating the "family" account is of 18 years of age and as such, the parent or legal guardian of any child or children registered under the "family" account. As the creator of the "family" account, s/he is thereby granting permission for his/her child or children to access the DSP and any of its component features, including, but not limited to, instant messaging, email, and/or GPS location. It is the parent's and/or legal guardian's responsibility to determine whether DSP and/or any content provided are age-appropriate for his/her child.

## **FEES, CHARGES & PAYMENTS**

As a Customer, you agree to supply certain information in order to enable RNC to facilitate your payment of all applicable charges incurred by you in connection with your use of the DSP (the "Charges"). Charges may include not only those charges incurred by you in connection with your receipt of Transport & Care Services via the DSP, but also charges for service cancellation, parking, tolls, airport fees, state or local fees, DSP convenience or service charges associated with the scheduling of Services via TPSPs on your behalf, applicable taxes, and other fees as may be reasonably incurred by us as a result of your use of the DSP. You agree that all Charges are due and payable upon completion of the Transport & Care Services you request via the DSP.

The current [Schedule of Charges](#), which RNC may assess for your use of the DSP, is available [here](#). This schedule may be modified by RNC from time-to-time, with or without notice, at RNC's sole discretion.

You shall provide such information, including but not limited to a valid credit card number, the expiration date of your credit card, the card's CCV number, your billing address, and such other information as may be required to authorize a payment for the Charges (the "Payment Account").

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Charges; (ii) that you keep your Payment Account with RNC current and up-to-date at all times when using the DSP; that (iii) the information you

supply to us is true, accurate, correct and complete; and (iv) that you will promptly provide RNC with substitute Payment Account information and/or authorization should RNC be unable to process any Charges for payment at any time.

We may employ the use of a third-party for the purpose of facilitating payment and the collection of Charges. By Using the DSP, you grant us the right to provide any and all information you may submit to us in conjunction with your use of the DSP to such third-party(ies) in order to process such charges via the Payment Account and facilitate the collection of any Charges, subject to the provisions of our Privacy Policy.

We reserve the right to refuse or cancel any request for Transport & Care Services made by you via the DSP at any time for any reason including but not limited to: product or service availability, errors in the description or price of the product or service, errors with your registration, impossibility, or such other reasons as RNC in its sole and reasonable discretion may determine exist at the time the Purchase is made.

Any time you add a new credit card or other payment method to your Payment Account, and whenever you schedule new Services via our DSP, we may seek authorization from your credit card issuer in order to verify your payment method, confirm your ability to pay all Charges assessed to your Payment Account for the Services once completed, and validate the authenticity of the proposed transaction (a "Pre-Authorization"). This Pre-Authorization is not a charge; however, it may reduce your available credit until the Services are complete and the associated Charges are assessed to your Payment Account. If the amount of the Pre-Authorization exceeds the total amount of credit (or funds) available in your account, then depending on the terms of your bank or credit card issuer account, you may incur overdraft or insufficient funds ("NSF") fees. You are solely responsible for such fees. If you have any question about the availability of credit or funds on your bank (debit) or issuer (credit) account, you should contact such bank or issuer before attempting to schedule Services via our DSP.

As a Service Provider, you will receive payment for Transport & Care Services scheduled via RNC's DSP and completed pursuant to this TOS once all Charges for such Services have been collected from the Customer. By signing up for an account to provide Transport & Care Services via our DSP, you expressly agree that RNC will collect, and you will accept, payment for any Transport & Care Services rendered by you pursuant to the Schedule of Charges applicable at that time, less a service fee imposed by RNC for your access to and use of the DSP (the "DSP Access Fee"). The DSP Access Fee shall equal 20% of the aggregate Charges incurred by you in connection with your rendering of Transport & Care Services to any Customer in a single transaction via our DSP. The "Net Service Provider Payment" shall be equal to the aggregate Charges collected less the DSP Access Fee. RNC will calculate the Net Service Provider Payment due and owing each Service Provider on a weekly basis and remit the

appropriate to amount to each Service Provider via check, ACH, demand deposit, or such other method as RNC and the Service provider may agree from time-to-time.

Notwithstanding anything herein to the contrary, we reserve the unilateral right to refuse or cancel any request for Services on our DSP if fraud or an unauthorized or illegal transaction is suspected.

## SERVICE PROVIDERS

By signing up for an account to provide Transport & Care Services via our DSP, you represent, warrant, understand and expressly agree that:

- 1) **Minimum Service Provider Requirements.** You meet or exceed, and will at all times relevant continue to meet or exceed, the minimum requirements for Service Providers to provide Transport & Care Services via our DSP (the "Minimum Service Provider Requirements") as set forth herein or on the RNC**Pro** subpage at [www.ridencare.com](http://www.ridencare.com), (as such page may be updated from time-to-time), which include but are not limited to requirements that you:
  - a. Be at least 21 years of age and able to enter into a legal and binding contract in your home state;
  - b. Be licensed to operate a motor vehicle in the state(s) or jurisdiction(s) in which you plan to offer Transport & Care Services via our DSP;
  - c. Own (or be authorized to operate) a motor vehicle that is (or has):
    - i. A model year that is no more than ten (10) years old;
    - ii. A four (4)-door car, truck, SUV or minivan;
    - iii. In good mechanical and cosmetic condition; and
    - iv. Passed a 19-point vehicle inspection;which vehicle you will use to provide Transport & Care Services via our DSP;
  - d. Have liability insurance for your vehicle in coverage amounts consistent with all applicable legal requirements for which you are named as the (or an) "insured" operator of such vehicle;
  - e. Maintain your vehicle in a clean, sanitary and visually appealing manner, and in good operating condition at all times;
  - f. In the case of Transport & Care Services offered at the RNC**Premium** level, hold a current and valid license or certification as a CNA, RN, HHP, NP, LVN, MD, DO, RCFE, ARF, Direct Care Companion, licensed caregiver or other similar professional designation or certification from the appropriate licensing authority in the jurisdiction where you will offer such Services;
  - g. Be CPR and First Aid certified;
  - h. Submit to a local and national criminal background check;

- i. Have a minimum of two (2) years driving experience with a clean driving record and no moving violations during that time; provided, however, that for a period of seven (7) years prior to offering Transport & Care Services via our TSP; you cannot have been convicted of:
  - i. Misdemeanor assault or battery;
  - ii. A domestic violence offense;
  - iii. Driving under the influence of alcohol or drugs; or
  - iv. A felony violation of §1850 of the (CA) Elections Code, or of §§67,68, 85, 86, 92, 93, 137, 138, 165, 518, 530, or 18500 of subdivision (a) of §484 of subdivision (a) of §487 of, or subdivision (b) of §25540 of the (CA) Penal Code.
- j. Have never been convicted of:
  - i. A violent felony;
  - ii. A violation of §§11413, 11418, 11418.5, or 11419 of the California Penal Code; or
  - iii. Any crime resulting in your current registration on the United States Department of Justice National Sex Offender Public Web Site.
- k. Where required, successfully complete the requirements of Ride N Care University; and
- l. Understand the nature of and be willing to provide door-through-door transportation and care services (where applicable) to Customers with whom you connect via RNC's Digital Service Platform.

## 2) **Independent Contractor; How Services Are Rendered.**

- a. **YOUR RELATIONSHIP WITH RNC WILL BE THAT OF AN INDEPENDENT CONTRACTOR AND NOT THAT OF AN EMPLOYEE. NO EMPLOYEE-EMPLOYER, AGENCY, PARTNERSHIP, JOINT VENTURE or FRANCHISOR-FRANCHISEE RELATIONSHIP IS INTENDED NOR CREATED BY THESE TERMS OF SERVICE. YOU SHALL BE SOLELY RESPONSIBLE FOR DETERMINING THE METHOD, DETAILS AND MEANS OF PERFORMING THE TRANSPORT & CARE SERVICES RENDERED VIA RIDE N CARE, INC.'S DIGITAL SERVICE PLATFORM.**
- b. You may, at your own expense, employ or engage the services of such employees, subcontractors, partners or agents, as you deem necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of RNC, and you shall be wholly responsible for the professional performance of the Services by the Assistants such that the results are satisfactory to RNC. You shall expressly advise the Assistants of the terms of

this TOS, and shall require each Assistant to expressly agree to abide by these terms at all times while rendering Transport & Care Services via our DSP.

- 3) **Liability; Indemnification.** You will be solely and individually responsible for any and all liabilities, damages, demands, claims, lawsuits, violations, levies or judgments - including but not limited to bodily injury or property damage - that arise or result from or are in any way related to, either directly or indirectly, your use of our DSP, including but not limited to your offering, accessing, or providing Transport & Care Services via our DSP. You further agree to indemnify, defend and hold RNC harmless from any liabilities, damages, demands, claims, lawsuits, violations, levies or judgments - including but not limited to bodily injury or property damage - that arise or result from or are in any way related to, either directly or indirectly, your use of our DSP. RNC reserves the right, at its own expense, to assume the exclusive defense and control of any claim otherwise subject to this indemnification provision. You agree that in no circumstance will you settle, compromise, or otherwise agree to the resolution of any claim made against RNC without our express written consent.
- 4) **Notice of Accidents.** You will promptly notify RNC, all responsible parties, including state, local or administrative authorities, and your insurance carrier in the event of an accident, injury, claim or other damage incurred during or as a result of your offering, accessing, or providing Transport & Care Services via our DSP.
- 5) **Duty to Cooperate.** You will cooperate fully with RNC, its insurer or legal representatives, the Customer (or their authorized representative), your insurer, law enforcement and any administrative authority in the investigation of any accident, injury, claim or other damage incurred during or as a result of your offering, accessing, or providing Transport & Care Services via our DSP.
- 6) **Compliance with Applicable Law.** You will comply with all applicable federal, state and local laws, ordinances, statutes, rules, regulations, orders and decrees at any and all times while accessing our DSP or while providing Transport & Care Services.
- 7) **Taxes; Withholding; Indemnification.** You will be solely responsible for, and will pay when required, all applicable federal, state, local and municipal taxes assessed, levied or in any way related to your offering, accessing, or providing Transport & Care Services via our DSP. You shall have full responsibility for applicable withholding taxes for all Net Service Provider Payments, or any other compensation, paid to you under this TOS, and for compliance with all applicable labor and employment requirements with respect to your self-employment, sole proprietorship or other form of business organization pursuant to which you have registered for an account with our DSP, as well as any U.S. immigration visa requirements. You agree to indemnify, defend and hold RNC



harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes, labor or employment requirements, including any liability for, or assessment of, withholding taxes imposed on RNC by the relevant taxing authorities with respect to any Net Service Provider Payments or other compensation paid to you as a result of this TOS. RNC reserves the right, at its own expense, to assume the exclusive defense and control of any claim otherwise subject to this indemnification provision. You agree that in no circumstance will you settle, compromise, or otherwise agree to the resolution of any claim made against RNC without our express written consent.

- 8) **No Benefits.** You shall not be eligible for any benefits offered to employees of RNC and, to the extent you otherwise would be eligible for any such employee benefits but for the express terms of this TOS, you hereby expressly decline to participate in such benefits.
- 9) **No Misrepresentation; Non-Disparagement.** You will not at any time, nor to any one, in any way misrepresent your relationship with RNC as an authorized user of RNC's DSP and an independent for-hire provider of Transport & Care Services. Neither will you make any misrepresentation of, false statement about, disparage, or in any way create a false impression of Ride N Care, Inc., its officers, directors, employees, owners, or shareholders, nor shall you at any time act contrary to the interests of RNC or its affiliates.
- 10) **No Authority to Bind Company.** You have no authority to enter into contracts that bind RNC or its affiliates, nor to create obligations on the part of RNC without the prior written authorization of RNC.
- 11) **No Discrimination.** You will not discriminate in your provision of Transport & Care Services, nor shall you harass or disparage anyone, whether a User, Customer, Service Provider or RNC employee, at any time or on any basis, including but not limited to real or perceived: race, color, age, national origin, religion, gender, disability, medical condition, veteran status, marital status, sexual orientation, gender identity, gender expression, medical or genetic condition, or any other status or class protected by law. You will make reasonable accommodation for service animals.
- 12) **Background Check Authorization; Release.** You will be required to submit to a background check to verify the information you have provided to RNC in registering as a Service Provider and requesting access to our DSP. You hereby authorize RNC to submit your registration account information and any other information RNC may reasonably request to RNC's third-party provider of background check services in order to validate your Service Provider account (the "Background Check Authorization"). You

understand that either RNC or its third-party provider may request additional information from you in order to complete the background check at any time in the process, and you agree to promptly provide such additional information. You also understand that RNC's third-party provider may ask you to sign additional documents and/or authorizations prior to beginning or completing the background check. You may be entitled to receive summaries of the contents of the background reports upon request.

***Release:*** *I hereby release, discharge and exonerate any person, agency or entity supplying information and documents about me to RNC pursuant to the above Background Check Authorization from any and all liability of every nature and kind arising out of the furnishing of such information and documents. I understand that RNC has the sole authority to determine what information, if any, resulting from my background check, will be used to validate my DSP registration account.*

## PRIVACY POLICY

Every Customer's and Service Provider's account, registration data and other personal information submitted to us via the DSP is protected by the [Ride N Care, Inc. Privacy Policy](#). You may review and download a copy of RNC's Privacy Policy [here](#). As a Customer or Service Provider, you hereby consent to the collection and use of all information you provide, including the transfer of information within the United States and/or other countries for storage, processing or use by Ride N Care, Inc., our agents, subsidiaries and affiliates, and/or any third-parties - including but not limited to payment processors - with whom we may contract from time-to-time.

## CONDUCT

As a User, Customer or Service Provider, as the case may be, you herein acknowledge, understand and agree that all information, text, software, data, photographs, music, video, messages, tags or any other content, whether it is publicly or privately posted on, and/or transmitted via, the DSP, is the express sole responsibility of the individual from whom the content originated. You are solely responsible for any and all content posted, uploaded, emailed, transmitted or otherwise made available by way of the Services, and as such, we do not guarantee the accuracy, integrity or quality of such content. It is expressly understood that by using our Services, you may be exposed to errors or omissions in content posted on our DSP. You further understand and agree that any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available by RNC via the DSP or otherwise shall not be the responsibility of RNC and under no circumstances shall

RNC be responsible for any damages incurred by you, including but not limited to compensatory, consequential or punitive damages.

Furthermore, you herein agree not to make use of Ride N Care, Inc.'s Services, including any use of the DSP, for any purpose not permitted herein, including but not limited to:

- 1) uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;
- 2) causing harm to minors in any manner whatsoever;
- 3) impersonating any individual or entity, including, but not limited to, any RNC officials, forum leaders, guides or hosts or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;
- 4) forging captions, headings or titles or otherwise offering any content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with;
- 5) uploading, posting, emailing, transmitting or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;
- 6) uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;
- 7) uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose;
- 8) uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;
- 9) disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real time interactions;

- 10) interfering with or disrupting any Ride N Care, Inc. servers and/or networks that may be connected or related to our DSP, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers;
- 11) intentionally or unintentionally violating any local, state, federal, national or international law, including, but not limited to, rules, guidelines, and/or regulations decreed by the U.S. Securities and Exchange Commission, in addition to any rules of any nation or other securities exchange, that would include without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;
- 12) providing informational support or resources, concealing and/or disguising the character, location, and or source to any organization delegated by the United States government as a "foreign terrorist organization" in accordance to Section 219 of the Immigration Nationality Act;
- 13) interfering with the conduct, reputation and/or functionality of RNC's business, including its day-to-day operations;
- 14) soliciting business or personal relationships in any form, whether for commercial or personal purposes;
- 15) "stalking" or with the intent to otherwise harass another individual; and/or
- 16) collecting or storing of any personal data relating to any other member or user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.

Ride N Care, Inc. herein reserves the right to pre-screen, refuse and/or delete any content available through our DSP. In addition, we reserve the right to remove and/or delete any such content that would violate the TOS, or which would otherwise be considered offensive to other visitors, Customers, Service Providers, Users and/or members.

Ride N Care, Inc. herein also reserves the right to access, preserve and/or disclose User, Customer or Service Provider account information and/or content if it is requested to do so by law, or subject to a good faith belief that any such action is deemed reasonably necessary for the purpose of:

- 1) compliance with any legal process;

- 2) enforcement of the TOS or any provision thereof;
- 3) responding to any claim that therein contained content is in violation of the rights of any third-party;
- 4) responding to requests for customer service; or
- 5) protecting the rights, property or the personal safety of Ride N Care, Inc., its visitors, Customers, Service Providers, users and members, including the general public.

Ride N Care, Inc. reserves the right to include the use of security components - including encryption - that may permit digital information or material to be protected, and that such use of information and/or material is subject to usage guidelines and regulations established by Ride N Care, Inc. or any other content providers supplying content services to Ride N Care, Inc. You are hereby prohibited from making any attempt to override or circumvent any of these security components used in our Services. Furthermore, any unauthorized reproduction, publication, distribution, or exhibition of any information or materials supplied by our Services or obtained via our DSP, is expressly prohibited.

## **CONTENT PLACED OR MADE AVAILABLE FOR COMPANY SERVICES**

You hereby grant Ride N Care, Inc. a worldwide, royalty-free and non-exclusive license, as applicable, for:

- 1) The content submitted, or made available for inclusion, by you on the publicly accessible areas of Ride N Care, Inc.'s DSP, including permission to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said content on our DSP for the sole purpose of providing and promoting the specific area to which this content was placed and/or made available for viewing. This license shall be available so long as you are a user, Customer of, or Service Provider for Ride N Care, Inc. or it's DSP, and shall terminate at such time when you elect to discontinue your Customer or Service Provider relationship.
- 2) Photos, audio, video and/or graphics submitted or made available for inclusion on the publicly accessible areas of Ride N Care, Inc.'s DSP, including a license to permit us use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said content on our DSP for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing. This license shall be available so long as you are a user,

Customer of, or Service Provider for Ride N Care, Inc. or its DSP and shall terminate at such time when you elect to discontinue your Customer Service Provider relationship.

- 3) Any other content submitted or made available for inclusion on the publicly accessible areas of Ride N Care, Inc.'s DSP, including a continuous, binding and completely sub-licensable license which shall permit us to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and/or publicly display said content, whether in whole or in part, and the incorporation of any such content into other works in any arrangement or medium currently used or later developed.

"Publicly accessible" areas of Ride N Care, Inc.'s DSP includes those such areas of our network properties which are meant to be available to the general public, and which could include message boards and groups that are openly available to visitors, Customers and Service Providers.

## **CONTRIBUTIONS TO RNC'S DIGITAL SERVICE PLATFORM**

Ride N Care, Inc. provides an area on our DSP for Customers to contribute feedback related to our Services. When you submit ideas, documents, comments, suggestions, criticisms and/or proposals ("Contributions") to our DSP, you acknowledge and agree that:

- 1) your Contributions do not contain any type of confidential or proprietary information;
- 2) RNC shall not be liable or under any obligation to ensure or maintain confidentiality, whether express or implied, related to any Contributions;
- 3) RNC shall be entitled to make use of and/or disclose any such Contributions in any such manner as we determine is necessary and appropriate;
- 4) the contributor's Contributions shall automatically become the sole property of RNC; and
- 5) RNC is under no obligation to either compensate or provide any form of reimbursement in any manner or nature for any such Contributions.

## **AVAILABILITY, ERRORS AND INACCURACIES**

We are constantly updating product and service offerings on the DSP. And from time-to-time we may experience delays in updating information on the DSP and in our advertising on other web sites. The information found on the DSP may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the DSP and we cannot guarantee the accuracy or completeness of any information found on the DSP.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

## **INDEMNIFICATION & COOPERATION REGARDING CLAIMS**

You agree to defend, indemnify and hold harmless Ride N Care, Inc. and its licensees and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use of, and access to, the DSP, by you or any person using your account and password, whether authorized by you or not, and/or b) a breach of these Terms.

In addition, you agree that you will fully and completely cooperate with RNC and its representatives in the investigation and resolution of any claim made against RNC arising out of your use of the DSP. You further agree that you shall respond to RNC's requests for indemnification in a timely manner.

RNC reserves the right, at its own expense, to assume the exclusive defense and control of any claim otherwise subject to this indemnification provision. You agree that in no circumstance will you settle, compromise, or otherwise agree to the resolution of any claim made against RNC without our express written consent.

## **COMMERCIAL REUSE OF SERVICES**

The User, Customer or Service Provider herein agrees not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to the DSP or any of RNC's other sites, applications or intellectual property.

## USE AND STORAGE GENERAL PRACTICES

You acknowledge that Ride N Care, Inc. may deploy any such practice(s) and/or set limits regarding the use of our DSP, without limitation as to the maximum number of days that any email, message posting, text, SMS or any other uploaded content shall be retained by Ride N Care, Inc., nor regarding the maximum number of email messages that may be sent and/or received by any Customer or Service Provider, the maximum volume or size of any email message that may be sent from or may be received by an account on our DSP, the maximum disk space allowable that shall be allocated on Ride N Care, Inc.'s servers on the Customer's or Service Provider's behalf, and/or the maximum number of times and/or duration that any Customer or Service Provider may access our DSP in a given period of time. In addition, you also agree that Ride N Care, Inc. has absolutely no responsibility or liability for the removal or failure to maintain storage of any messages and/or other communications or content maintained or transmitted by our DSP. You also herein acknowledge that we reserve the right to delete or remove any account that is no longer active for an extended period of time. Furthermore, Ride N Care, Inc. shall reserve the right to modify, alter and/or update these general practices and limits at our sole discretion.

## MODIFICATIONS

Ride N Care, Inc. reserves the right to modify, alter and/or discontinue, whether temporarily or permanently, our DSP, or any part thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third-party for any such alteration, modification, suspension and/or discontinuance of our DSP, or any part thereof.

We further reserve the right to modify the terms of this TOS at any time and for any reason, with or without notice, effective immediately upon the posting of such amended terms on [www.ridencare.com](http://www.ridencare.com). Any notice to you will be made by way of changing the "Last Updated" date located in the third paragraph of this Agreement, as well as in the lower right margin of each page of this Agreement. You should regularly review this TOS and your continued use of the DSP after any such modification to these Terms shall constitute your consent to such change or changes. If you do not agree to any such change or changes, you may not use the DSP.

## TERMINATION

1. **For Customers:** We may terminate or suspend your account and bar access to the DSP immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the TOS.
  - a. If you wish to terminate your account, you may simply discontinue using the DSP.



- b. All provisions of the TOS which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
- c. Notwithstanding anything to the contrary stated herein, you further agree that Ride N Care, Inc. may, without any prior written notice, immediately suspend, terminate, discontinue and/or limit your account, and access to the DSP. The cause for such termination, discontinuance, suspension and/or limitation of access shall include, but is not limited to:
  - i. any breach or violation of our TOS or any other incorporated agreement, regulation and/or guideline;
  - ii. by way of requests from law enforcement or any other governmental agencies;
  - iii. the discontinuance, alteration and/or material modification to our Services, or any part thereof;
  - iv. unexpected technical or security issues and/or problems;
  - v. any extended periods of inactivity;
  - vi. engagement by you in any fraudulent or illegal activities; and/or
  - vii. the nonpayment of any Charges or associated fees that may be owed by you in connection with your Payment Account or any purchase made or authorized by you.
- d. Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third-party with regard to the termination of your account, and/or access to the DSP.
- e. The termination of your account with RNC shall include any and/or all of the following:
  - i. the removal of any access to all or part of the DSP;

- ii. the deletion of your password and any and all related information, files, and any such content that may be associated with or inside your account, or any part thereof; and
  - iii. the barring of any further use of all or part of the DSP.
- 2. **For Service Providers**: We may terminate or suspend your account and bar access to the DSP at any time and without notice for Cause (as that term is defined herein), or if for other than Cause, upon written notice to you; provided, however that you may terminate your account at any time and for any reason by discontinuing your use of the DSP:
  - a. Any notice to terminate your account and/or access to the DSP for other than Cause shall provide you with a reasonable opportunity to remediate the basis for such termination prior to its effective date.
  - b. All provisions of the TOS which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
  - c. For purposes of this TOS, "Cause" shall be defined as:
    - i. any breach or violation of our TOS or any other incorporated agreement, regulation and/or guideline;
    - ii. engagement by you in any criminal, fraudulent or illegal activities; and/or
    - iii. the nonpayment of any Fees or Payments owed by you to RNC, including but not limited to DSP Access Fees, or any other associated fees that may be owed by you in connection with this TOS.

## ADVERTISERS

Any correspondence or business dealings with, or the participation in any promotions of, advertisers located on or through the DSP, which may include the payment and/or delivery of such related goods and/or Services, and any such other term, condition, warranty and/or representation associated with such dealings, are and shall be solely between you and any such advertiser. Moreover, you herein agree that Ride N Care, Inc. shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a direct result of any such dealings or as a result of the presence of such advertisers on our website.

## LINKS

Our DSP may contain links to third-party websites or services that are not owned or controlled by Ride N Care, Inc.

Ride N Care, Inc. has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Ride N Care, Inc. 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 use of or reliance on any such content, goods or services available on or through any such third-party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

## PROPRIETARY RIGHTS

You hereby acknowledge and agree that Ride N Care, Inc.'s DSP and any essential software that may be used in connection with our DSP ("Software") is the property of Ride N Care, Inc. and may contain proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any content that may be contained in any advertisements or other information accessed by and through our DSP, or by advertisers, is protected by copyrights, trademarks, patents or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by Ride N Care, Inc. or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform and/or create any plagiaristic works which are based on Ride N Care, Inc.'s DSP, whether in whole or part.

Ride N Care, Inc. has granted you a personal, non-transferable and non-exclusive license to make use of our Software, as long as you do not, and shall not, allow any third-party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you agree not to alter or change the Software in any manner, nature or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our DSP. Lastly, you also agree not to access or attempt to access our DSP through any means other than through the interface which is provided by Ride N Care, Inc. for use in accessing our DSP.

## WARRANTY DISCLAIMERS

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- 1) THE USE OF RIDE N CARE, INC.'S DSP AND SOFTWARE ARE AT YOUR OWN RISK. OUR DSP AND SOFTWARE SHALL BE PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS. RIDE N CARE, INC. AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 2) RIDE N CARE, INC. AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) RIDE N CARE, INC.'S DSP OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) RIDE N CARE, INC.'S SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE RIDE N CARE, INC. DSP OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) THAT THE QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR DSP OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.
- 3) ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF RIDE N CARE, INC.'S DSP OR SOFTWARE SHALL BE ACCESSED BY YOU IN YOUR SOLE DISCRETION AND AT YOUR SOLE RISK, AND AS SUCH, YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS, DOWNLOADING AND/OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.
- 4) NO ADVICE AND/OR INFORMATION, WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM RIDE N CARE, INC. OR BY WAY OF OR FROM OUR DSP OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- 5) A SMALL PERCENTAGE OF SOME CUSTOMERS OR USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR DSP. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN

CONDITION OR UNDETECTED ELILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A PHYSICAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISON, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

## **LIMITATION OF LIABILITY**

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT RIDE N CARE, INC. AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

- 1) THE USE OR INABILITY TO USE OUR DSP;
- 2) THE COST OF PRECURING SUBSTITUTE GOODS AND SERVICES;
- 3) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
- 4) STATEMENTS OR CONDUCT OF ANY SUCH THRID-PARTY ON OUR DSP;
- 5) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR DSP.

## **EXCLUSION AND LIMITATIONS**

THERE ARE SOME JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF EXCLUSION OF LAIBILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS OF SECTIONS WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

## **MEDIATION; ARBITRATION OF CLAIMS; NO CLASS ACTION; JURY TRAL WAIVER**

- 1) The parties agree that any and all disputes, claims or controversies arising out of or relating to these Terms of Service (the "Agreement") shall be brought in the claimant's

individual capacity and not as a plaintiff, class member or class representative in any purported class, collection or group action, or representative proceeding.

- 2) The parties further agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS ([www.jamsadr.com](http://www.jamsadr.com)), or its successor, for mediation, 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 the clause set forth in Paragraph 6 below.
- 3) 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.
- 4) The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.
- 5) 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.
- 6) 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 at any time following forty-five (45) days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties so desire.
- 7) At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Paragraph 4 above.
- 8) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until fifteen (15) days after the Earliest Initiation Date. The parties will take such action, if any, required to effectuate such tolling.

- 9) Any mediation or arbitration initiated hereunder shall be conducted by JAMS in Los Angeles, California.
- 10) Any arbitration arising out of or related to this Agreement shall be conducted before three (3) arbitrator(s). The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- 11) In any arbitration arising out of or related to this Agreement, the arbitrator(s) are not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages.
- 12) No arbitrator presiding over any arbitration proceeding arising out of or otherwise relating to this Agreement may preside over more than one (1) claim or cause of action brought by a single claimant hereunder; nor shall such arbitrator act to consolidate, combine or group the claims of two or more parties nor otherwise preside over any form of class, representative; collective or group proceeding hereunder.
- 13) In any arbitration arising out of or related to this Agreement:
- a. There shall be production of electronic documents only from sources used in the ordinary course of business. Absent a showing of compelling need, no such documents are required to be produced from backup servers, tapes or other media.
  - b. Absent a showing of compelling need, the production of electronic documents shall normally be made on the basis of generally available technology in a searchable format which is usable by the party receiving the e-documents and convenient and economical for the producing party. Absent a showing of compelling need, the parties need not produce metadata, with the exception of header fields for email correspondence.
  - c. The description of custodians from whom electronic documents may be collected shall be narrowly tailored to include only those individuals whose electronic documents may reasonably be expected to contain evidence that is material to the dispute.

- d. Where the costs and burdens of e-discovery are disproportionate to the nature of the dispute or to the amount in controversy, or to the relevance of the materials requested, the arbitrator will either deny such requests or order disclosure on condition that the requesting party advance the reasonable cost of production to the other side, subject to the allocation of costs in the final award. (See JAMS Discovery Protocols; JAMS Arbitration Rule 16.2).

14) The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award or its enforcement, or unless otherwise required by law or judicial decision.

15) The Parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement.

THE PARTIES UNDERSTAND AND AGREE THAT EACH OF THEM AND THEIR SUCCESSORS ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLAIM OR REPRESENTATIVE PROCEEDING.

### **NO LIABILITY FOR SERVICE PROVIDER; RNC NOT A HEALTH CARE PROVIDER**

You understand and agree that RNC offers a technology-enabled logistics platform that facilitates the connection between persons ("Customers") desiring to obtain, schedule and pay for individualized door-through-door transportation and related care services (the "Transport & Care Services") and authorized independent for-hire providers of Transport & Care Services (the "Service Providers" a/k/a "RNC**Pros**"). As such, we accept no responsibility for, and assume no liability for, the actions or omissions of any Service Provider with whom you connect for the provision of Transport & Care services via our DSP. You further agree that you will hold RNC harmless for any claim or controversy, including any damages and reasonable attorneys' fees that may be incurred, which may arise from such acts or omissions by a Service Provider.

You further understand and agree that RNC is not a health care provider, as that term is defined in 29 CFR 825.125, or under any other definition in federal, state or common law, and that RNC does not offer, and will not render, medical care. You also understand that any Service Provider(s) with whom you connect via our DSP are acting as independent providers of door-through-door transport and related care services



and not as health care providers. In the event you need medical attention or care while utilizing our DSP, you understand and agree that you will seek care, and that such attention or care will be sought, from a licensed health care provider. You should never delay seeking medical care or attention based on your use of our DSP, nor any act, omission or representation made by a Service Provider.

**Do not use our DSP as a substitute for emergency medical transport, EMT, paramedic, fire, police, 911 or ambulance services under any circumstances.**

### **THIRD-PARTY BENEFICIARIES**

You herein acknowledge, understand and agree, unless otherwise expressly provided in this TOS, that there shall be third-party beneficiaries to this agreement.

### **NOTICES**

Ride N Care, Inc. may furnish you with notices from time-to-time, including those with regards to any changes to the TOS, by any means commercially viable, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our DSP, or other reasonable means currently known or any which may be herein after developed. You risk not receiving any such notices should you violate any aspects of the TOS by accessing our DSP in an unauthorized manner. Your acceptance of this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our DSP in an authorized manner.

### **OUR INTELLECTUAL PROPERTY**

Ride N Care™ and the "Ride N Care" logos are trademarks of Ride N Care, Incorporated. You herein acknowledge, understand and agree that all of the Ride N Care, Inc. trademarks, copyright, trade names, service marks, and other Ride N Care, Inc. logos, including but not limited to any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of Ride N Care, Inc. You herein agree not to display and/or use in any manner the Ride N Care, Inc. logo or marks without our express written permission.

### **COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS NOTICE & PROCEDURES**

Ride N Care, Inc. will always respect the intellectual property of others, and we ask that all of our users, Customers and Service Providers do the same. It is our policy to respond to any claim that content posted on our website of in connection with the DSP infringes on the copyright or

other intellectual property rights of any person or entity. In that regard and at its sole discretion, Ride N Care, Inc. may disable and/or terminate the accounts of any user who repeatedly violates our TOS and/or infringes the rights of others. If you are a copyright owner, or are authorized on behalf of one, and you believe that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should submit the following information to us as required by the Digital Millennium Copyright Act (codified at 17 U.S.C. 513(c)(3)) via email at [legal@ridencare.com](mailto:legal@ridencare.com) with the subject line "DMCA Notice - Copyright Infringement Claim":

- 1) The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- 2) A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
- 3) A description of the location of the site (including the URL if applicable) which you allege has been infringing upon your work;
- 4) Your physical address, telephone number, and email address;
- 5) A statement by you setting forth your good faith belief that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;
- 6) And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is the truth and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

You may also contact our agent for notice of claims of copyright or other intellectual property infringement as follows:

Mailing Address:

Ride N Care, Inc.  
Attn: Legal Department  
1547 Stanford Street, #5  
Santa Monica, California 90404  
Telephone: (800) 507-0672  
Email: [legal@ridencare.com](mailto:legal@ridencare.com)

## CLOSED CAPTIONING

PLEASE BE ADVISED, that Ride N Care, Inc. complies with all applicable Federal Communications Commission rules and regulations regarding the closed captioning of video content. For more information, please visit our website at [www.ridencare.com](http://www.ridencare.com).

## GENERAL INFORMATION

### 1) **ENTIRE AGREEMENT**

This TOS constitutes the entire agreement between you and Ride N Care, Inc. and shall govern the use of our DSP, superseding any prior version of this TOS between you and us with respect to the DSP. You may also be subject to additional terms and conditions that may apply when you use or purchase and pay for certain other Ride N Care, Inc. services, affiliate services, third-party content or third-party software.

### 2) **CHOICE OF LAW AND FORUM**

It is at the mutual agreement of both you and Ride N Care, Inc. that the relationship between the parties shall be governed by the laws of the state of California without regard to its conflict of law provisions. Notwithstanding the section titled "**MEDIATION; ARBITRATION OF CLAIMS; NO CLASS ACTION; JURY TRAL WAIVER**" of this TOS set forth above, you and we agree that any and all claims, causes of action and/or disputes otherwise arising out of or relating the relationship between you and Ride N Care, Inc., shall be filed within the courts having jurisdiction within the County of Los Angeles, California or the U.S. District Court for the Central District of California. You and Ride N Care, Inc. agree to submit to the jurisdiction of the courts as previously mentioned, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

### 3) **WAIVER AND SEVERABILITY OF TERMS**

If at any time, should Ride N Care, Inc. fail to exercise or enforce any right or provision of the TOS, such failure shall not constitute a waiver of such right or provision. If any provision of this TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this TOS remain in full force and effect.

### 4) **NO RIGHT OF SURVIVORSHIP NON-TRANSFERABILITY**

You acknowledge, understand and agree that your account is non-transferable and any rights to your ID and/or data or other information associated with your

account shall terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

5) **STATUTE OF LIMITATIONS**

You acknowledge, understand and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our DSP or the TOS must be filed within four (4) years after said claim or cause of action arose or shall be forever barred.

## **VIOLATIONS**

Please report any and all violations of this TOS to Ride N Care, Inc. as follows:

Mailing Address:

Ride N Care, Inc.  
Attn: Legal Department  
1547 Stanford Street, #5  
Santa Monica, California 90404  
Telephone: (800) 507-0672  
Email: [legal@ridencare.com](mailto:legal@ridencare.com)

## **QUESTIONS?**

If you have any questions about these Terms of Service, please contact us.

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