

Qwykr Terms of Service

These terms of service constitute a legally binding agreement (the “Agreement”) between you and Qwykr, Inc. (“Qwykr,” “we,” “us” or “our”) governing your use of the Qwykr application, website, and technology platform (collectively, the “Qwykr System”). PLEASE BE ADVISED: THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS YOU AND QWYKR HAVE AGAINST EACH OTHER CAN BE BROUGHT (SEE SECTION 17 BELOW). THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST QWYKR TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING. AS A DRIVER OR DRIVER APPLICANT, YOU HAVE AN OPPORTUNITY TO OPT OUT OF ARBITRATION WITH RESPECT TO CERTAIN CLAIMS AS PROVIDED IN SECTION 17.

By entering into to this Agreement, and/or by using or accessing the Qwykr System you expressly acknowledge that you understand this Agreement (including the dispute resolution and arbitration provisions in Section 17) and accept all of its terms. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE QWYKR SYSTEM. If you use the services of Qwykr or its affiliates in another country, by using the Qwykr System in that country you agree to be subject to Qwykr’s terms of service for that country.

The Qwykr System

The Qwykr System provides a marketplace where persons who seek transportation to certain destinations (“Riders”) can be matched with persons driving to or through those destinations (“Drivers”). Drivers and Riders are collectively referred to herein as “Users,” and each User shall create a User account that enables access to the Qwykr System. Each person may only create one User account, and Qwykr reserves the right to shut

down any additional accounts. As a User, you authorize Qwykr to match you with a Driver or Rider based on factors such as your location, the estimated time to pick up, your destination, user preferences, and platform efficiency, and to cancel an existing match and rematch based on the same considerations. For purposes of this Agreement, the driving services provided by Drivers to Riders that are matched through the System shall be referred to collectively as the “Services”. Any decision by a User to offer or accept Services is a decision made in such User’s sole discretion. Each transportation Service provided by a Driver to a Rider shall constitute a separate agreement between such persons.

Modification to the Agreement

In the event Qwykr modifies the terms and conditions of this Agreement, such modifications shall be binding on you only upon your acceptance of the modified Agreement. Qwykr reserves the right to modify any information referenced in the hyperlinks from this Agreement from time to time, and such modifications shall become effective upon posting. Continued use of the Qwykr System or Services after any such changes shall constitute your consent to such changes. Unless material changes are made to the arbitration provisions herein, you agree that modification of this Agreement does not create a renewed opportunity to opt out of arbitration (if applicable).

Eligibility

The Qwykr System may only be used by individuals who can form legally binding contracts under applicable law. The Qwykr System is not available to children (persons under the age of 18) or Users who have had their User account temporarily or permanently deactivated. By becoming a User, you represent and warrant that you are at least 18 years old and that you have the right, authority and capacity to enter into and abide by the terms and conditions of this Agreement. You may not allow other persons

to use your User account, and you agree that you are the sole authorized user of your account.

Charges

As a Rider, you understand that request or use of the Services may result in charges to you (“Charges”). Charges include Fares and other applicable fees, tolls, surcharges, and taxes, plus any tips to the Driver that you elect to pay. Qwykr has the authority and reserves the right to determine and modify pricing by posting applicable pricing terms to your market’s Qwykr Cities page or quoting you a price for a specific ride at the time you make a request. Pricing may vary based on the type of service you request (e.g., Qwykr Plus, Qwykr SUV) as described on your market’s Qwykr Cities page. You are responsible for reviewing the applicable Qwykr Cities page or price quote within the Qwykr app and shall be responsible for all Charges incurred under your User account regardless of your awareness of such Charges or the amounts thereof.

Fares. There are two types of fares, variable and quoted.

- **Variable Fares.** Variable fares consist of a base charge and incremental charges based on the duration and distance of your ride. For particularly short rides, minimum fares may apply. Please note that we use GPS data from your Driver’s phone to calculate the distance traveled on your ride. We cannot guarantee the availability or accuracy of GPS data. If we lose signal we will calculate time and distance using available data from your ride.
- **Quoted Fares.** In some cases Qwykr may quote you a Fare at the time of your request. The quote is subject to change until the ride request is confirmed. If during your ride you change your destination, make multiple stops, or attempt to abuse the Qwykr System, we may cancel the fare quote and charge you a variable fare based on the time and distance of your ride. Qwykr does not guarantee that the quoted fare price will be equal to a variable fare for the same ride.

Fees and Other Charges.

- **Service Fee.** You may be charged a “Service Fee” for each ride as set forth on the applicable Qwykr Cities page.
- **Prime Time.** At times of high demand for Services (“Prime Time”) you acknowledge that Charges may increase substantially. For all rides with a variable fare, we will use reasonable efforts to inform you of any Prime Time multipliers in effect at the time of your request. For quoted fares we may factor in the Prime Time multiplier into the quoted price of the ride.
- **Cancellation Fee.** After requesting a ride you may cancel it through the app, but note that in certain cases a cancellation fee may apply. You may also be charged if you fail to show up after requesting a ride. Please check out our Help Center to learn more about [Qwykr’s cancellation policy](#), including applicable fees.
- **Damage Fee.** If a Driver reports that you have materially damaged the Driver’s vehicle, you agree to pay a “Damage Fee” of up to \$250 depending on the extent of the damage (as determined by Qwykr in its sole discretion), towards vehicle repair or cleaning. Qwykr reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Damage Fee.
- **Tolls.** In some instances tolls (or return tolls) may apply to your ride. We do not guarantee that the amount charged by Qwykr will match the toll charged to the Driver, if any.
- **Other Charges.** Other fee and surcharges may apply to your ride, including: actual or anticipated airport fees, state or local fees, event fees as determined by Qwykr or its marketing partners, and processing fees for split payments. In addition, where required by law Qwykr will collect applicable taxes. See your market’s Qwykr Cities page for details on other Charges that may apply to your ride.

- **Tips.** Following a ride, you may elect to tip your Driver in cash or through the Qwykr application. Any tips will be provided entirely to the applicable Driver.

General.

- **Facilitation of Charges.** All Charges are facilitated through a third-party payment processing service (e.g., Stripe, Inc.). Qwykr may replace its third-party payment processing services without notice to you. Charges shall only be made through the Qwykr System. With the exception of tips, cash payments are strictly prohibited. Your payment of Charges to Qwykr satisfies your payment obligation for your use of the Qwykr System and Services.
- **No Refunds.** All Charges are non-refundable. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the Qwykr System, any disruption to the Qwykr System or Services, or any other reason whatsoever.
- **Credit Card Authorization.** Upon addition of a new payment method or each ride request, Qwykr may seek authorization of your selected payment method to verify the payment method, ensure the ride cost will be covered, and protect against unauthorized behavior. The authorization is not a charge, however, it may reduce your available credit by the authorization amount until your bank's next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account, you may be subject to overdraft or NSF charges by the bank issuing your debit or prepaid card. We cannot be held responsible for these charges and are unable to assist you in recovering them from your issuing bank.

Qwykr Communications

By entering into this Agreement or using the System, you agree to receive communications from us, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from Qwykr, its affiliated

companies and/or Drivers, may include but are not limited to: operational communications concerning your User account or use of the Qwykr System or Services, updates concerning new and existing features on the Qwykr System, communications concerning promotions run by us or our third-party partners, and news concerning Qwykr and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send.

Your Information

Your Information is any information you provide, publish or post to or through the Qwykr System (including any profile information you provide) or send to other Users (including via in-application feedback, any email feature, or through any Qwykr-related Facebook, Twitter or other social media posting) (your “Information”). You consent to us using your Information to create a User account that will allow you to use the Qwykr System and participate in the Services. Our collection and use of personal information in connection with the Qwykr System and Services is as provided in Qwykr’s Privacy Policy located at www.Qwykr.com/privacy. You are solely responsible for your Information and your interactions with other members of the public, and we act only as a passive conduit for your online posting of your Information. You agree to provide and maintain accurate, current and complete information and that we and other members of the public may rely on your Information as accurate, current and complete. To enable Qwykr to use your Information for the purposes described in the Privacy Policy and this Agreement, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity, and database rights you have in your Information, and to use, copy, perform, display and distribute such Information to prepare derivative works, or incorporate into other works, such Information, in any media now known or not currently known. Qwykr does not assert any ownership over your Information; rather, as between you and Qwykr, subject to the rights granted to us in this Agreement, you retain full ownership of

all of your Information and any intellectual property rights or other proprietary rights associated with your Information.

You may be able to create or log-in to your Qwykr User account through online accounts you may have with third party social networking sites (each such account, an "SNS Account"). By connecting to Qwykr through an SNS Account, you understand that Qwykr may access, store, and make available any SNS Account content according to the permission settings of your SNS Account (e.g., friends, mutual friends, contacts or following/followed lists (the "SNS Content")). You understand that SNS Content may be available on and through the Qwykr System to other Users. Unless otherwise specified in this Agreement, all SNS Content, if any, shall be considered to be your Information.

Promotions and Referral Programs

Qwykr, at its sole discretion, may make available promotions with different features to any Users or prospective Users. These promotions, unless made to you, shall have no bearing whatsoever on your Agreement or relationship with Qwykr. Qwykr reserves the right to withhold or deduct credits or benefits obtained through a promotion in the event that Qwykr determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or this Agreement.

As part of your User account, Qwykr may provide you with or allow you to create a "Qwykr Code," a unique alphanumeric code for you to distribute to your friends and family (each a "Referred User") to become new Qwykr Riders ("Referred Riders") or Drivers ("Referred Drivers") in your country. Qwykr Codes may only be distributed for promotional purposes and must be given away free of charge. You may not sell, trade, or barter your Qwykr Code. You are prohibited from advertising Qwykr Codes in any way, including through any of the following: Google, Facebook, Twitter, Bing and Craigslist. Qwykr reserves the right to deactivate or invalidate any Qwykr Code at any time in Qwykr's discretion.

From time to time, Qwykr may offer you with incentives to refer your friends and family to become new Users of the Qwykr System in your country (the “Referral Program”). These incentives may come in the form of Qwykr Credits, and Qwykr may set or change the incentive types, amounts, terms, restrictions, and qualification requirements for any incentives in its sole discretion. Your distribution of Qwykr Codes and participation in the Referral Program is subject to this Agreement and the additional Referral Program rules.

Restricted Activities

With respect to your use of the Qwykr System and your participation in the Services, you agree that you will not:

- a. impersonate any person or entity;
- b. stalk, threaten, or otherwise harass any person, or carry any weapons;
- c. violate any law, statute, rule, permit, ordinance or regulation;
- d. interfere with or disrupt the Qwykr System or the servers or networks connected to the Qwykr System;
- e. post Information or interact on the Qwykr System or Services in a manner which is fraudulent, libelous, abusive, obscene, profane, sexually oriented, harassing, or illegal;
- f. use the Qwykr System in any way that infringes any third party’s rights, including: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- g. post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
- h. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Qwykr System;

- i. “frame” or “mirror” any part of the Qwykr System, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other website for any purpose;
- j. modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Qwykr System or any software used on or for the Qwykr System;
- k. rent, lease, lend, sell, redistribute, license or sublicense the Qwykr System or access to any portion of the Qwykr System;
- l. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Qwykr System or its contents;
- m. link directly or indirectly to any other websites;
- n. transfer or sell your User account, password and/or identification to any other party
- o. discriminate against 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, or
- p. cause any third party to engage in the restricted activities above.

Driver Representations, Warranties and Agreements

By providing Services as a Driver on the Qwykr System, you represent, warrant, and agree that:

- a. You possess a valid driver’s license and are authorized and medically fit to operate a motor vehicle and have all appropriate licenses, approvals and authority to provide transportation to Riders in all jurisdictions in which you provide Services.

- b. You own, or have the legal right to operate, the vehicle you use when providing 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.
- c. You will not engage in reckless behavior while driving, drive unsafely, operate a vehicle that is unsafe to drive, permit an unauthorized third party to accompany you in the vehicle while providing Services, provide Services as a Driver while under the influence of alcohol or drugs, or take action that harms or threatens to harm the safety of the Qwykr community or third parties.
- d. You will only provide Services using the vehicle that has been reported to, and approved by Qwykr, and for which a photograph has been provided to Qwykr, and you will not transport more passengers than can securely be seated in such vehicle (and no more than seven (7) passengers in any instance).
- e. You will not, while providing the Services, operate as a public or common carrier or taxi service, accept street hails, charge for rides (except as expressly provided in this Agreement), demand that a rider pay in cash, or use a credit card reader, such as a Square Reader, to accept payment or engage in any other activity in a manner that is inconsistent with your obligations under this Agreement.
- f. You will not attempt to defraud Qwykr or Riders on the Qwykr System or in connection with your provision of Services. If we suspect that you have engaged in fraudulent activity we may withhold applicable Fares or other payments for the ride(s) in question.
- g. You will make reasonable accommodation for Riders and/or for service animals, as required by law.
- h. You agree that we may obtain information about you, 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.

- i. You have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) that names or schedules you for the operation of the vehicle you use to provide Services.
- j. You will pay all applicable federal, state and local taxes based on your provision of Services and any payments received by you.

Intellectual Property

All intellectual property rights in the Qwykr System shall be owned by Qwykr absolutely and in their entirety. These rights include database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Qwykr System are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information (“Submissions”) provided by you to us are non-confidential and shall become the sole property of Qwykr. Qwykr shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Qwykr and other Qwykr logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of Qwykr in the United States and/or other countries (collectively, the “Qwykr Marks”). If you provide Services as a Driver, Qwykr grants to you, during the term of this Agreement, and subject to your compliance with the terms and conditions of this Agreement, a limited, revocable, non-exclusive license to display and use the Qwykr Marks solely in connection with providing the Services through the Qwykr System (“License”). The License is non-transferable and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without Qwykr’s prior

written permission, which it may withhold in its sole discretion. The Qwykr Marks may not be used in any manner that is likely to cause confusion.

You acknowledge that Qwykr is the owner and licensor of the Qwykr Marks, including all goodwill associated therewith, and that your use of the Qwykr Marks will confer no additional interest in or ownership of the Qwykr Marks in you but rather inures to the benefit of Qwykr. You agree to use the Qwykr Marks strictly in accordance with Qwykr's Trademark Usage Guidelines, as may be provided to you and revised from time to time, and to immediately cease any use that Qwykr determines to be nonconforming or otherwise unacceptable.

You agree that you will not: (1) create any materials that use the Qwykr Marks or any derivatives of the Qwykr Marks as a trademark, service mark, trade name or trade dress, other than as expressly approved by Qwykr in writing; (2) use the Qwykr Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the Qwykr Marks other than in accordance with the terms, conditions and restrictions herein; (3) take any other action that would jeopardize or impair Qwykr's rights as owner of the Qwykr Marks or the legality and/or enforceability of the Qwykr Marks, including, challenging or opposing Qwykr's ownership in the Qwykr Marks; (4) apply for trademark registration or renewal of trademark registration of any of the Qwykr Marks, any derivative of the Qwykr Marks, any combination of the Qwykr Marks and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the Qwykr Marks; (5) use the Qwykr Marks on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard.

Violation of any provision of this License may result in immediate termination of the License, in Qwykr's sole discretion. If you create any materials bearing the Qwykr Marks (in violation of this Agreement or otherwise), you agree that upon their creation Qwykr exclusively owns all right, title and interest in and to such materials, including any modifications to the Qwykr Marks or derivative works based on the Qwykr Marks. You

further agree to assign any interest or right you may have in such materials to Qwykr, and to provide information and execute any documents as reasonably requested by Qwykr to enable Qwykr to formalize such assignment.

Qwykr respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials on the Qwykr System or Services infringe upon your copyrights, please contact us at help@qwykr.com to make a copyright complaint.

Disclaimers

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

Qwykr does not provide transportation services, and Qwykr is not a transportation carrier. Qwykr is not a common carrier or public carrier. It is up to the Driver to decide whether or not to offer a ride to a Rider contacted through the Qwykr System, and it is up to the Rider to decide whether or not to accept a ride from any Driver contacted through the Qwykr System. We cannot ensure that a Driver or Rider will complete an arranged transportation service. We have no control over the quality or safety of the transportation that occurs as a result of the Services.

The Qwykr System is provided on an “as is” basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the Qwykr System and/or the Services, including the ability to provide or receive Services at any given location or time. To the fullest extent permitted by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. We do not warrant that your use of the Qwykr System or Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error- free, or will

meet your requirements, that any defects in the Qwykr System will be corrected, or that the Qwykr System is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the Qwykr System or Services.

We cannot guarantee that each Rider is who he or she claims to be. Please use common sense when using the Qwykr System and Services, including looking at the photos of the Driver or Rider you have matched with to make sure it is the same individual you see in person. Please note that there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication or other use or access of the Qwykr System by persons under the age of 18 in violation of this Agreement. We encourage you to communicate directly with each potential Driver or Rider prior to engaging in an arranged transportation service.

Qwykr is not responsible for the conduct, whether online or offline, of any User of the Qwykr System or Services. You are solely responsible for your interactions with other Users. We do not procure insurance for, nor are we responsible for, personal belongings left in the car by Drivers or Riders. By using the Qwykr System and participating in the Services, you agree to accept such risks and agree that Qwykr is not responsible for the acts or omissions of Users on the Qwykr System or participating in the Services.

You are responsible for the use of your User account and Qwykr expressly disclaims any liability arising from the unauthorized use of your User account. Should you suspect that any unauthorized party may be using your User account or you suspect any other breach of security, you agree to notify us immediately.

It is possible for others to obtain information about you that you provide, publish or post to or through the Qwykr System (including any profile information you provide), send to other Users, or share during the Services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on the Qwykr System or through the Services. Please carefully

select the type of information that you post on the Qwykr System or through the Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users, or “hackers”). Opinions, advice, statements, offers, or other information or content concerning Qwykr or made available through the Qwykr System, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third parties, whether on the Qwykr System or otherwise. We reserve the right, but we have no obligation, to monitor the materials posted on the Qwykr System and remove any such material that in our sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

Location data provided by the Qwykr System is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Qwykr, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the Qwykr System. Any of your Information, including geolocational data, you upload, provide, or post on the Qwykr System may be accessible to Qwykr and certain Users of the Qwykr System.

Qwykr advises you to use the Qwykr System with a data plan with unlimited or very high data usage limits, and Qwykr shall not be responsible or liable for any fees, costs, or overage charges associated with any data plan you use to access the Qwykr System. This paragraph applies to any version of the Qwykr System that you acquire from the Apple App Store. This Agreement is entered into between you and Qwykr. Apple, Inc. (“Apple”) is not a party to this Agreement and shall have no obligations with respect to the Qwykr System. Qwykr, not Apple, is solely responsible for the Qwykr System and

the content thereof as set forth hereunder. However, Apple and Apple's subsidiaries are third party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof. This Agreement incorporates by reference [Apple's Licensed Application End User License Agreement](#), for purposes of which, you are "the end-user." In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement shall control.

As a Driver, you may be able to use "Qwykr Nav built by Google" while providing Services on the System. If you elect to use this feature, you agree that Google may collect your location data when the Qwykr App is running in order to provide and improve Google's services, that such data may also be shared with Qwykr in order to improve its operations, and that Google's [terms](#) and [privacy policy](#) will apply to this usage.

State and Local Disclosures

Certain jurisdictions require additional disclosures to you. We will update the disclosures page as jurisdictions add, remove or amend these required disclosures.

Indemnity

You will defend, indemnify, and hold Qwykr including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the Qwykr System and participation in the Services, including: (1) your breach of this Agreement or the documents it incorporates by reference; (2) your violation of any law or the rights of a third party, including, Drivers, Riders, other motorists, and pedestrians, as a result of your own interaction with such third party; (3)

any allegation that any materials that you submit to us or transmit through the Qwykr System or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (4) your ownership, use or operation of a motor vehicle or passenger vehicle, including your provision of Services as a Driver; and/or (5) any other activities in connection with the Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

Limitation of Liability

IN NO EVENT WILL QWYKR, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS (COLLECTIVELY "QWYKR" FOR PURPOSES OF THIS SECTION), BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE QWYKR PLATFORM, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE Qwykr PLATFORM, THE SERVICES, OR THIS AGREEMENT, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE Qwykr PLATFORM MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR OTHER SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT QWYKR HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR OTHER SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. CERTAIN JURISDICTIONS MAY

NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Term and Termination

This Agreement is effective upon your creation of a User account. This Agreement may be terminated: a) by User, without cause, upon seven (7) days' prior written notice to Qwykr; or b) by either Party immediately, without notice, upon the other Party's material breach of this Agreement, including but not limited to any breach of Section 9 or breach of Section 10(a) through (i) of this Agreement. In addition, Qwykr may terminate this Agreement or deactivate your User account immediately in the event: (1) you no longer qualify to provide Services or to operate the approved vehicle under applicable law, rule, permit, ordinance or regulation; (2) you fall below Qwykr's star rating or cancellation threshold; (3) Qwykr has the good faith belief that such action is necessary to protect the safety of the Qwykr community or third parties, provided that in the event of a deactivation pursuant to (1)-(3) above, you will be given notice of the potential or actual deactivation and an opportunity to attempt to cure the issue to Qwykr's reasonable satisfaction prior to Qwykr permanently terminating the Agreement. For all other breaches of this Agreement, you will be provided notice and an opportunity to cure the breach. If the breach is cured in a timely manner and to Qwykr's satisfaction, this Agreement will not be permanently terminated. Sections 2, 6, 7 (with respect to the license), 11-12, 14-19, and 21 shall survive any termination or expiration of this Agreement.

DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

(a) Agreement to Binding Arbitration Between You and Qwykr.

YOU AND Qwykr MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, as set forth below. This agreement to arbitrate (“Arbitration Agreement”) is governed by the Federal Arbitration Act and survives after the Agreement terminates or your relationship with Qwykr ends. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. Except as expressly provided below, this Arbitration Agreement applies to all Claims (defined below) between you and Qwykr, including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders. This Arbitration Agreement also applies to claims between you and Qwykr’s service providers, including but not limited to background check providers and payment processors; and such service providers shall be considered intended third party beneficiaries of this Arbitration Agreement. Except as expressly provided below, ALL DISPUTES AND CLAIMS BETWEEN US (EACH A “CLAIM” AND COLLECTIVELY, “CLAIMS”) SHALL BE EXCLUSIVELY RESOLVED BY BINDING ARBITRATION SOLELY BETWEEN YOU AND QWYKR. These Claims include, but are not limited to, any dispute, claim or controversy, whether based on past, present, or future events, arising out of or relating to: this Agreement and prior versions thereof (including the breach, termination, enforcement, interpretation or validity thereof), the Qwykr System, the Services, any other goods or services made available through the Qwykr System, your relationship with Qwykr, the threatened or actual suspension, deactivation or termination of your User Account or this Agreement, background checks performed by or on Qwykr’s behalf, payments made by you or any payments made or allegedly owed to you, any promotions or offers made by Qwykr, any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, wrongful termination, discrimination, harassment, retaliation, fraud, defamation, emotional distress, breach of

any express or implied contract or covenant, claims arising under federal or state consumer protection laws; claims arising under antitrust laws, claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by Qwykr and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), and state statutes, if any, addressing the same or similar subject matters, and all other federal and state statutory and common law claims. All disputes concerning the arbitrability of a Claim (including disputes about the scope, applicability, enforceability, revocability or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT YOU AND QWYKR ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT. This Arbitration Agreement is intended to require arbitration of every claim or dispute that can lawfully be arbitrated, except for those claims and disputes which by the terms of this Arbitration Agreement are expressly excluded from the requirement to arbitrate.

(b) Prohibition of Class Actions and Non-Individualized Relief.

YOU UNDERSTAND AND AGREE THAT YOU AND QWYKR MAY EACH BRING CLAIMS IN ARBITRATION AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS (“CLASS ACTION WAIVER”). YOU UNDERSTAND AND AGREE THAT YOU AND Qwykr BOTH ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS,

COLLECTIVE OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING THE FOREGOING, THIS SUBSECTION (B) SHALL NOT APPLY TO REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT CLAIMS BROUGHT AGAINST Qwykr, WHICH ARE ADDRESSED SEPARATELY IN SECTION 17(C).

The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims.

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that the Class Action Waiver is unenforceable as to any Claims, then those Claims shall be severed from any remaining claims and may be brought in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible.

(c) Representative PAGA Waiver.

Notwithstanding any other provision of this Agreement or the Arbitration Agreement, to the fullest extent permitted by law: (1) you and Qwykr agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, including under the California PAGA, both you and Qwykr agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used

to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, “representative PAGA Waiver”). Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from this Agreement; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Agreement or the requirement that any remaining Claims be arbitrated on an individual basis pursuant to the Arbitration Agreement; and (iii) any such representative PAGA or other representative private attorneys general act claims must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any Claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the representative PAGA Waiver is unenforceable with respect to those Claims, the Parties agree that litigation of those Claims shall be stayed pending the outcome of any individual Claims in arbitration.

(d) Rules Governing the Arbitration.

Any arbitration conducted pursuant to this Arbitration Agreement shall be administered by the American Arbitration Association (“AAA”) pursuant to its [Consumer Arbitration Rules](#) that are in effect at the time the arbitration is initiated, as modified by the terms set forth in this Agreement. Copies of these rules can be obtained at the AAA’s website (www.adr.org) (the “AAA Rules”) or by calling the AAA at 1-800-778-7879.

Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules, but in no event shall the arbitrator consolidate more than

one person's Claims, or otherwise preside over any form of representative, collective, or class proceeding.

As part of the arbitration, both you and Qwykr will have the opportunity for reasonable discovery of non-privileged information that is relevant to the Claim. The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. The arbitrator will provide a reasoned written statement of the arbitrator's decision which shall explain the award given and the findings and conclusions on which the decision is based.

The arbitrator will decide the substance of all claims in accordance with applicable law, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Riders or Drivers, but is bound by rulings in prior arbitrations involving the same Rider or Driver to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided that any award may be challenged in a court of competent jurisdiction.

(e) Arbitration Fees and Awards.

The payment of filing and arbitration fees will be governed by the relevant AAA Rules subject to the following modifications:

1. If you initiate arbitration under this Arbitration Agreement after participating in the optional Negotiation process described in subsection (k) below and are otherwise required to pay a filing fee under the relevant AAA Rules, Qwykr agrees that, unless your claim is for \$5,000 or more, your share of the filing and arbitration fees is limited to \$50, and that, after you submit proof of payment of the filing fee to Qwykr, Qwykr will promptly reimburse you for all but \$50 of the filing fee. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the claim is frivolous or brought for an improper purpose (as measured

by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules.

2. If Qwykr initiates arbitration under this Arbitration Agreement, Qwykr will pay all AAA filing and arbitration fees.
3. With respect to any Claims brought by Qwykr against a Driver, or for Claims brought by a Driver against Qwykr that: (A) are based on an alleged employment relationship between Qwykr and a Driver; (B) arise out of, or relate to, Qwykr's actual deactivation of a Driver's User account or a threat by Qwykr to deactivate a Driver's User account; (C) arise out of, or relate to, Qwykr's actual termination of a Driver's Agreement with Qwykr under the termination provisions of this Agreement, or a threat by Qwykr to terminate a Driver's Agreement; (D) arise out of, or relate to, Fares (as defined in this Agreement, including Qwykr's commission or fees on the Fares), tips, or average hourly guarantees owed by Qwykr to Drivers for Services, other than disputes relating to referral bonuses, other Qwykr promotions, or consumer-type disputes, or (E) arise out of or relate to background checks performed in connection with a user seeking to become a Driver (the subset of Claims in subsections (A)-(E) shall be collectively referred to as "Driver Claims"), Qwykr shall pay all costs unique to arbitration (as compared to the costs of adjudicating the same claims before a court), including the regular and customary arbitration fees and expenses (to the extent not paid by Qwykr pursuant to the fee provisions above). However, if you are the party initiating the Driver Claim, you shall be responsible for contributing up to an amount equal to the filing fee that would be paid to initiate the claim in the court of general jurisdiction in the state in which you provide Services to Riders, unless a lower fee amount would be owed by you pursuant to the AAA Rules, applicable law, or subsection (e)(1) above. Any dispute as to whether a cost is unique to arbitration shall be resolved by the arbitrator. For purposes of this Section 17(e)(3), the term

“Driver” shall be deemed to include both Drivers and Driver applicants who have not been approved to drive.

4. Except as provided in Federal Rule of Civil Procedure 68 or any state equivalents, each party shall pay its own attorneys’ fees and pay any costs that are not unique to the arbitration (i.e., costs that each party would incur if the claim(s) were litigated in a court such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.).
5. At the end of any arbitration, the arbitrator may award reasonable fees and costs or any portion thereof to you if you prevail, to the extent authorized by applicable law.
6. Although under some laws Qwykr may have a right to an award of attorney's fees and non-filing fee expenses if it prevails in an arbitration, Qwykr agrees that it will not seek such an award.
7. If the arbitrator issues you an award that is greater than the value of Qwykr’s last written settlement offer made after you participated in good faith in the optional Negotiation process described in subsection (k) below, then Qwykr will pay you the amount of the award or U.S. \$1,000, whichever is greater.

(f) Location and Manner of Arbitration.

Unless you and Qwykr agree otherwise, any arbitration hearings between Qwykr and a Rider will take place in the county of your billing address, and any arbitration hearings between Qwykr and a Driver will take place in the county in which the Driver provides Services. If AAA arbitration is unavailable in your county, the arbitration hearings will take place in the nearest available location for a AAA arbitration. If your Claim is for \$10,000 or less, Qwykr agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as determined by the AAA Rules. If your Claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

(g) Exceptions to Arbitration.

This Arbitration Agreement shall not require arbitration of the following types of claims: (1) small claims actions brought on an individual basis that are within the scope of such small claims court's jurisdiction; (2) a representative action brought on behalf of others under PAGA or other private attorneys general acts, to the extent the representative PAGA Waiver in Section 17(c) of such action is deemed unenforceable by a court of competent jurisdiction under applicable law not preempted by the FAA; (3) claims for workers' compensation, state disability insurance and unemployment insurance benefits; and (4) claims that may not be subject to arbitration as a matter of generally applicable law not preempted by the FAA.

Nothing in this Arbitration Agreement prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board ("NLRB"), or Office of Federal Contract Compliance Programs, or similar local, state or federal agency, and nothing in this Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration. However, should you bring an administrative claim, you may only seek or recover money damages of any type pursuant to this Arbitration Provision, and you knowingly and voluntarily waive the right to seek or recover money damages of any type pursuant to any administrative complaint, except for a complaint issued by the NLRB. Should you participate in an NLRB proceeding, you may only recover money damages if such recovery does not arise from or relate to a claim previously adjudicated under this Arbitration Provision or settled by you. Similarly, you may not recover money damages under this Arbitration Provision if you have already adjudicated such claim with the NLRB. Nothing in this Agreement or Arbitration Agreement prevents your participation in an investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision.

(h) Severability.

In addition to the severability provisions in subsections (c) above, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable under applicable law not preempted by the FAA, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

(i) Driver Claims in Pending Settlement.

If you are a member of a putative class in a lawsuit against Qwykr involving Driver Claims and a Motion for Preliminary Approval of a Settlement has been filed with the court in that lawsuit prior to this Agreement's effective date (a "Pending Settlement Action"), then this Arbitration Agreement shall not apply to your Driver Claims in that particular class action. Instead, your Driver Claims in that Pending Settlement Action shall continue to be governed by the arbitration provisions contained in the applicable Agreement that you accepted prior to this Agreement's effective date.

(j) Opting Out of Arbitration for Driver Claims That Are Not In a Pending Settlement Action.

As a Driver or Driver applicant, you may opt out of the requirement to arbitrate Driver Claims defined in Section 17(e)(3) (except as limited by Section 17(i) above) pursuant to the terms of this subsection if you have not previously agreed to an arbitration provision in Qwykr's Terms of Service where you had the opportunity to opt out of the requirement to arbitrate. If you have previously agreed to such an arbitration provision, you may opt out of any revisions to your prior arbitration agreement made by this provision in the manner specified below, but opting out of this arbitration provision has no effect on any previous, other, or future arbitration agreements that you may have with Qwykr. If you have not previously agreed to such an arbitration provision and do not wish to be subject to this Arbitration Agreement with respect to Driver Claims, you may opt out of arbitration with respect to such Driver Claims, other than those in a Pending Settlement Action, by notifying Qwykr in writing of your desire to opt out of arbitration for such Driver Claims, which writing must be dated, signed and delivered by: (1) electronic

mail to help@Qwykr.com, or (2) by certified mail, postage prepaid and return receipt requested, or by any nationally recognized delivery service (e.g, UPS, Federal Express, etc.) that is addressed to:

General Counsel

Qwykr, Inc.

1760 Douglas Terrace

Pleasant Hill, CA 94523

In order to be effective, (A) the writing must clearly indicate your intent to opt out of this Arbitration Agreement with respect to Driver Claims that are not part of a Pending Settlement Action, (B) the writing must include the name, phone number, and email address associated with your User Account, and (C) the email or envelope containing the signed writing must be sent within 30 days of the date this Agreement is executed by you. Should you not opt out within the 30-day period, you and Qwykr shall be bound by the terms of this Arbitration Agreement in full (including with respect to Driver Claims that are not part of a Pending Settlement Action). As provided in paragraph 17(i) above, any opt out that you submit shall not apply to any Driver Claims that are part of a Pending Settlement Action and your Driver Claims in any such Pending Settlement Action shall continue to be governed by the arbitration provisions that are contained in the applicable Qwykr Terms of Use that you agreed to prior to the effective date of this Agreement.

Cases have been filed against Qwykr and may be filed in the future involving Driver Claims. You should assume that there are now, and may be in the future, lawsuits against Qwykr alleging class, collective, and/or representative Driver Claims in which the plaintiffs seek to act on your behalf, and which, if successful, could result in some monetary recovery to you. But if you do agree to arbitration of Driver Claims with Qwykr under this Arbitration Agreement, you are agreeing in advance that you will bring all such claims, and seek all monetary and other relief, against Qwykr in an individual arbitration provision, except for the Driver Claims that are part of a Pending Settlement

Action. You are also agreeing in advance that you will not participate in, or seek to recover monetary or other relief, for such claims in any court action or class, collective, and/or representative action. You have the right to consult with counsel of your choice concerning this Arbitration Agreement and you will not be subject to retaliation if you exercise your right to assert claims or opt- out of any Driver Claims under this Arbitration Agreement.

(k) Optional Pre-Arbitration Negotiation Process.

Before initiating any arbitration or proceeding, you and Qwykr may agree to first attempt to negotiate any dispute, claim or controversy between the parties informally for 30 days, unless this time period is mutually extended by you and Qwykr. A party who intends to seek negotiation under this subsection must first send to the other a written notice of the dispute (“Notice”). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, and attorneys are confidential, privileged and inadmissible for any purpose, including as evidence of liability or for impeachment, in 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 negotiation.

Confidentiality

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

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

Relationship with Qwykr

As a Driver on the Qwykr System, you acknowledge and agree that you and Qwykr are in a direct business relationship, and the relationship between the parties under this Agreement is solely that of independent contracting parties. You and Qwykr expressly agree that (1) this is not an employment agreement and does not create an employment relationship between you and Qwykr; and (2) no joint venture, franchisor- franchisee, partnership, or agency relationship is intended or created by this Agreement. You have no authority to bind Qwykr, and you undertake not to hold yourself out as an employee, agent or authorized representative of Qwykr.

Qwykr does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including in connection with your provision of Services, your acts or omissions, or your operation and maintenance of your vehicle. You retain the sole right to determine when, where, and for how long you will utilize the Qwykr System. You retain the option to accept or to decline or ignore a

Rider's request for Services via the Qwykr System, or to cancel an accepted request for Services via the Qwykr System, subject to Qwykr's then-current cancellation policies. With the exception of any signage required by law or permit/license rules or requirements, Qwykr shall have no right to require you to: (a) display Qwykr's names, logos or colors on your vehicle(s); or (b) wear a uniform or any other clothing displaying Qwykr's names, logos or colors. You acknowledge and agree that you have complete discretion to provide Services or otherwise engage in other business or employment activities.

General

Except as provided in Section 17, this Agreement shall be governed by the laws of the State of California without regard to choice of law principles. This choice of law provision is only intended to specify the use of California law to interpret this Agreement and is not intended to create any other substantive right to non-Californians to assert claims under California law whether by statute, common law, or otherwise. If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions of this Agreement. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement. You agree that this Agreement and all incorporated agreements may be automatically assigned by Qwykr, in our sole discretion by providing notice to you. Except as explicitly stated otherwise, any notices to Qwykr shall be given by certified mail, postage prepaid and return receipt requested to Qwykr, Inc., 1760 Douglas Terrace, Pleasant Hill, CA 94523. Any notices to you shall be provided to you through the Qwykr System or given to you via the email address or physical you provide to Qwykr during the registration process. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. The words "include", "includes" and

“including” are deemed to be followed by the words “without limitation”. A party’s failure to act with respect to a breach by the other party does not constitute a waiver of the party’s right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between you and Qwykr with respect to the subject matter hereof and supersedes all previous understandings and agreements between the parties, whether oral or written.

If you have any questions regarding the Qwykr System or Services, please contact our Customer Support Team at help@Qwykr.com