

## ARRIVE – Terms & Conditions

### **ARRIVE’s Terms & Conditions**

Last Updated: June 1, 2023

These terms of service constitute a legally binding agreement (this “Agreement”) between you (“you”, “your” or “yours”) and ARRIVE RIDE SERVICE and its subsidiaries and affiliates (“ARRIVE,” “we,” “us” or “our”) with respect to your use of the ARRIVE applications, websites, and/or technology platform (collectively, the “ARRIVE Platform”) and our Services (as defined below). Please read this Agreement carefully before using the ARRIVE Platform or our Services.

PLEASE BE ADVISED: THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS YOU AND ARRIVE HAVE AGAINST EACH OTHER CAN BE BROUGHT (SEE SECTION XIV BELOW). THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST ARRIVE 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. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY.

By entering into this Agreement, by accessing the ARRIVE Platform and/or by using our Services you expressly acknowledge that you understand this Agreement (including the dispute resolution and arbitration provisions in Section XIV) 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 ACCESS THE ARRIVE PLATFORM OR USE OUR SERVICES.

#### **I. The ARRIVE Platform**

We use the ARRIVE Platform (1) as a marketplace for our Customers (“ARRIVE Customers”) to buy products which may be delivered by ARRIVE, and (2) to provide transportation and delivery services to ARRIVE Customers and/or their authorized guests who seek transportation or delivery by utilizing ARRIVE’s dedicated fleet of vehicles and our employee-drivers (“Drivers”).

To become a ARRIVE Customer, a person must create a ARRIVE Customer profile, and accept this Agreement in addition to our Privacy Policy.

Each person may only create one ARRIVE Customer profile, and ARRIVE reserves the right to shut down any additional profile. As a ARRIVE Customer, you authorize ARRIVE to match your trip request with a Driver based on factors such as your location, the location of the pickup, the estimated time for a ARRIVE Driver to reach the pickup, your destination, your user preferences, the ARRIVE Platform efficiency, and, if necessary or desirable, to cancel an existing match and rematch based on the same considerations. For purposes of this Agreement, the services provided by ARRIVE to ARRIVE Customers and/or their guests through the ARRIVE Platform (including transportation services), as well as any other services provided by ARRIVE to ARRIVE Customers and/or their guests, shall be referred to collectively as the “Services”. Any decision by a ARRIVE Customer to accept Services is a decision made in such ARRIVE Customer’s sole discretion.

FOR SECURITY PURPOSES, ALL DRIVERS, ARRIVE CUSTOMERS AND OTHER PERSONS WITHIN ARRIVE VEHICLES (INCLUDING MINORS) MAY BE VIDEO RECORDED AT ANY TIME.

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PERSONS OUTSIDE OF A ARRIVE VEHICLE BUT WITHIN ITS IMMEDIATE VICINITY MAY ALSO BE VIDEO RECORDED. YOU ACKNOWLEDGE AND AGREE THAT (A) ARRIVE IS THE SOLE OWNER OF ALL SUCH SECURITY RECORDINGS AND (II) ALL SUCH SECURITY RECORDINGS WILL BE MAINTAINED BY ARRIVE IN ACCORDANCE WITH OUR PRIVACY POLICY (AVAILABLE AT [www.rideARRIVE.com/privacy](http://www.rideARRIVE.com/privacy)).

EACH TIME A ARRIVE CUSTOMER REQUESTS OR USES OUR SERVICES, THE ARRIVE CUSTOMER CONSENTS TO THIS SECURITY RECORDING ON BEHALF OF HIS OR HERSELF AND ANY OTHER PERSONS THAT ARRIVE CUSTOMER INVITES INTO THE VEHICLE (INCLUDING MINORS). EACH ARRIVE CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT ANY OTHER PERSON HE OR SHE INVITES INTO A ARRIVE VEHICLE IS FULLY AWARE OF THESE RECORDINGS AND CONSENTS TO BEING RECORDED BEFORE SUCH PERSON ENTERS ANY ARRIVE VEHICLE. BY ENTERING A ARRIVE VEHICLE, EACH ARRIVE CUSTOMER AGREES THAT HE OR SHE HAS RECEIVED SUCH CONSENT FROM SUCH OTHER PERSONS.

### **II. Modification to the Agreement**

We shall have the right at any time and without prior notice, at our sole discretion, to revise this Agreement or to impose new terms and conditions with respect to access to or use of the Services. Such revisions and additions shall be effective immediately upon posting the revised or additional terms and conditions. You are responsible for reviewing this Agreement periodically for any modification that may affect your rights or obligations. You agree that you shall be deemed to be apprised of and bound by any modification to this Agreement. Any access of the ARRIVE Platform or use of our Services by you after revisions or additions to this Agreement shall constitute and be deemed to be your acceptance of such revisions or additions.

### **III. Eligibility, Authority and Authorization**

A ARRIVE Customer Account may only be created by individuals who can form legally binding contracts under applicable law. You must be at least eighteen (18) years of age, or the age of legal majority in your jurisdiction, to create a ARRIVE Customer Account, unless a specific Service permits otherwise. By creating a ARRIVE Customer Account, you represent and warrant that you are at least eighteen (18) years old or the age of legal majority in your jurisdiction and that you have the right, authority and capacity to enter into and abide by the terms and conditions of this Agreement. Except as otherwise provided herein, you may not assign or otherwise transfer your ARRIVE Customer Account to any other person or entity.

If you are accessing the ARRIVE Platform or requesting our Service on behalf of another person or entity, you represent that you are authorized to accept this Agreement on that person or entity's behalf, that the person or entity agrees to be bound by this Agreement, and that you shall be jointly and severally responsible to ARRIVE if you or the other person or entity violates this Agreement. You hereby agree to defend, indemnify and hold harmless ARRIVE, as well as ARRIVE's officers, directors, employees, agents, or shareholders, from and against any and all claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any misrepresentation by you of such authority or authorization, in connection with the providing of the Services to any Minor Child passenger and/or your guests' use of the ARRIVE Platform.

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You agree to comply with all applicable laws when accessing or using the ARRIVE Platform and our Services, and you may only access or use our Services for lawful purposes.

Any child or minor passenger that requires the use of a booster seat or safety seat must be accompanied by a parent or legal guardian over the age of eighteen (18) years to assist the child with installing the booster or safety seat and buckling into and out of the booster seat or safety seat. ARRIVE will not provide booster seats or safety seats. ARRIVE Drivers will not assist in installing a booster or safety seat or buckling a minor child into a booster or safety seat at any time.

### **IV. Trip Charges**

As a ARRIVE Customer, you understand that your request or use of our Services will result in charges to you (“Trip Charges”).

Trip Charges include: Fares (as defined below), Wait and/or Shopping Charges (as defined below), charges for goods or services purchased by a ARRIVE Driver on your behalf (detailed below), Service Fees (as defined below), Cancellation Fees (as defined below), Damage Fees (as defined below), and other applicable fees, tolls, and/or surcharges (“Other Charges”). Pricing may vary based on the type of service you request. You are responsible for reviewing the estimated Fare on the ARRIVE Platform and you shall be responsible for all Trip Charges incurred under your ARRIVE Customer Account regardless of your awareness of such Trip Charges or the amounts thereof.

- **Fares.** When you request use of our Services, we will provide you with a fare estimate based upon our estimate of the duration of your trip. THE FARE ESTIMATE IS AN APPROXIMATION ONLY. ARRIVE does not guarantee that the fare estimate will be equal to the actual Fare payable for the same trip. The final amount payable by you may be greater than or less than the fare estimate. After the conclusion of your trip, we use GPS data from your Driver’s vehicle to calculate the cost of your trip based on duration and distance traveled. Fares are inclusive of any applicable taxes (where required by law).
- **Wait and/or Shopping Charges.** You will be charged for any time your ARRIVE Driver spends waiting, shopping, or conducting other errands on your behalf. After your ARRIVE provided free Wait/Shopping time (noted in the ARRIVE Customer App) you will be billed additional Wait/Shopping time on a per minutes basis (or fraction thereof). These charges cannot be estimated reliably in advance and are not included in your Fare Estimate in the ARRIVE Platform.
- **Service Fee.** You will be charged a “Service Fee” equal to 18% of your final Fare and Wait and/or Shopping Charges. We collect this Service Fee to support ongoing ARRIVE operations, including but not limited to distributing incentive compensation to Drivers and/or other ARRIVE personnel involved in managing and maintaining the ARRIVE Service. For this reason, you should always feel no obligation to tip your ARRIVE Driver or any other ARRIVE personnel.
- **Cancellation Fee.** After requesting a trip you may cancel it through the ARRIVE Platform, and in certain cases a cancellation fee may apply. You will also be charged for Wait Time if you fail to show up at your pre-determined pick-up location after requesting a trip.

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- **Damage Fee.** If a Driver reports that you or guest have materially damaged a ARRIVE vehicle, you agree to pay a “Damage Fee” depending on the extent of the damage (as determined by ARRIVE in its sole discretion), towards vehicle repair or cleaning. ARRIVE reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Damage Fee.

### General payment terms:

- **Facilitation of Charges.** All Charges are facilitated through a third-party payment processing service called Stripe, Inc. ARRIVE may change or replace its third-party payment processing services without notice to you. Charges shall only be made through the ARRIVE Platform. Cash payments for the Charges are strictly prohibited.
- **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 ARRIVE Platform, any disruption to the ARRIVE Platform or Services, or any other reason whatsoever. Notwithstanding the foregoing, ARRIVE may, in its sole discretion, issue any credits or refunds.
- **Coupons.** ARRIVE may from time to time provide certain ARRIVE Customers with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of our Services or the Fares applied to you. You may receive coupons that you can apply toward payment of certain Charges. Coupons are only valid for use on the ARRIVE Platform, and are not transferable or redeemable for cash except as required by law. Coupons cannot be combined, and if the cost of your trip exceeds the applicable credit or discount value we will charge your payment method on file for the outstanding cost of the trip. We may also charge the amount attributable to the Service Fee, Damage Fee, or Other Charges before application of the coupon. Additional restrictions on coupons may apply as communicated to you in a relevant promotion.
- **Credit Card Authorization.** Upon addition of a new payment method or each trip request, ARRIVE may seek authorization of your selected payment method to verify the payment method, ensure the trip 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. We can’t control the above charges of the above third parties, and we encourage you to read their policies before deciding whether to add and/or use a new payment method.
- **Receipt.** Within a reasonable time following the completion of a trip, through electronic mail, text message, or directly in the ARRIVE Platform, ARRIVE will submit a receipt to the ARRIVE Customer who requested the trip which shall include without limitation: (1) the origin and destination of the trip; (2) the total time and distance; and (3) an itemization of the total of the fare paid, if any. If the trip is canceled, ARRIVE will submit a receipt to the ARRIVE Customer which shall include without limitation an itemization of the total of the fare, fees or cancelation fees, if any.

**V. ARRIVE Communications**

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

IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS OR CALLS AS A CONDITION OF USING THE ARRIVE PLATFORM OR THE SERVICES. IF YOU WISH TO OPT OUT OF ALL TEXTS OR CALLS FROM ARRIVE (INCLUDING OPERATIONAL TEXTS OR CALLS), YOU CAN EMAIL [support@rideARRIVE.com](mailto:support@rideARRIVE.com) STATING YOUR REQUEST TO UNSUBSCRIBE FROM TEXTS OR CALLS FROM ARRIVE AND INCLUDING THE TELEPHONE NUMBER TO WHICH YOU DESIRE YOUR REQUEST TO APPLY, HOWEVER YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL TEXTS MAY IMPACT YOUR USE OF THE ARRIVE PLATFORM OR THE SERVICES.

**VI. Your Information**

Your Information is any information you provide to us, publish or post to or through the ARRIVE Platform (including any profile information you provide to us) or send to other ARRIVE Customers (including via in-application feedback, any email feature, or through any ARRIVE-related Facebook, Twitter or other social media posting) (your “Information”). You consent to us using your Information to create a ARRIVE Customer Account that will allow you to use the ARRIVE Platform and participate in the Services. Our collection and use of personal information in connection with the ARRIVE Platform and Services is as provided in ARRIVE’s Privacy Policy located at [www.rideARRIVE.com/privacy](http://www.rideARRIVE.com/privacy). You are solely responsible for your Information and your interactions with other members of the public. 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 ARRIVE 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. ARRIVE does not assert any ownership over your Information; rather, as between you and ARRIVE, 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.

**VII. Promotions and Referral Programs**

ARRIVE, at its sole discretion, may make available promotions with different features to any ARRIVE Customers or prospective ARRIVE Customers. These promotions, unless made to you, shall have no bearing whatsoever on your Agreement or relationship with ARRIVE. ARRIVE reserves the right to withhold or deduct credits or benefits obtained through a promotion in the event that ARRIVE 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.

From time to time, ARRIVE may offer you with incentives to refer your friends and family to become new ARRIVE Customers of the ARRIVE Platform (the "Referral Program"). These incentives may come in the form of ARRIVE Credits or any other form as ARRIVE deems appropriate. ARRIVE may set or change the incentive types, amounts, terms, restrictions, and qualification requirements for any incentives in its sole discretion. Your distribution of ARRIVE Codes and participation in the Referral Program is subject to this Agreement and the Referral Program Rules.

**VII. Code of Conduct**

Failure to comply with this Code of Conduct by any ARRIVE Customer or guest of a ARRIVE Customer may result in termination or suspension of the applicable ARRIVE Customer's account. ARRIVE Customers are responsible for ensuring that any and all guests a ARRIVE Customer invites into a ARRIVE vehicle are aware of and comply with this Code of Conduct at all times.

For safety reasons, all ARRIVE Customers and guests of ARRIVE Customers must fasten their seatbelt upon entering a ARRIVE vehicle and keep their seatbelt securely fastened at all times until their trip is completed as required by law. As required by law, the ARRIVE Customer is responsible to properly fasten children within a "child seat" and to keep such children securely fastened within such "child seat" at all times during a ARRIVE trip. With respect to your use of the ARRIVE Platform and the Services, you agree that you will not:

1. violate any law, statute, rule, permit, ordinance or regulation or use the ARRIVE Platform or our Services for any unlawful activity;
2. stalk, threaten, or otherwise harass any person, or carry any weapons;
3. impersonate any person or entity;
4. post Information or interact on the ARRIVE Platform or Services in a manner which is fraudulent, libelous, abusive, obscene, profane, sexually oriented, harassing, or illegal;
5. use the ARRIVE Platform 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;
6. interfere with or disrupt the ARRIVE Platform or the servers or networks connected to the ARRIVE Platform;
7. 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;

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8. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the ARRIVE Platform;
9. “frame” or “mirror” any part of the ARRIVE Platform, 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 web site for any purpose;
10. modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the ARRIVE Platform or any software used on or for the ARRIVE Platform;
11. rent, lease, lend, sell, redistribute, license or sublicense the ARRIVE Platform or access to any portion of the ARRIVE Platform;
12. 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 ARRIVE Platform or its contents;
13. transfer or sell your ARRIVE Customer Account, password and/or identification to any other party;
14. 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
15. cause any third party to engage in the restricted activities above.

### **IX. Driver Policies**

ARRIVE has a non-discrimination policy that prohibits a Driver from: (1) discriminating on the basis of a ARRIVE Customer’s or potential ARRIVE Customer’s location or destination, race, color, national origin, religious belief or affiliation, sex, disability, or age; and (2) refusing to provide Service to a potential ARRIVE Customer with a service animal.

ARRIVE has a zero tolerance policy regarding the use of alcohol or drugs by its Drivers providing Services. If you believe your Driver may be under the influence of drugs or alcohol, please have the Driver END THE TRIP IMMEDIATELY. After the Driver has ended the trip, please report the incident to us immediately at [support@rideARRIVE.com](mailto:support@rideARRIVE.com).

### **X. Intellectual Property**

All intellectual property rights in the ARRIVE Platform, as between you and ARRIVE, shall be owned by ARRIVE 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.

You acknowledge that you have no intellectual property rights whatsoever in our security recordings from our vehicles. Such security recordings are the sole property of ARRIVE, and you shall have no license or other right to access or use the same for any purposes without our express prior written consent. You further 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 ARRIVE. ARRIVE 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.

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ARRIVE and other ARRIVE logos, designs, graphics, icons, scripts and service names are or will be registered trademarks, trademarks or trade dress of ARRIVE in the United States (collectively, the “ARRIVE Marks”). You acknowledge that ARRIVE is the owner of the ARRIVE Marks, including all goodwill associated therewith, and you shall have no license or other right to use the same for any purposes without our express prior written consent.

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

ARRIVE respects the intellectual property rights of others. If you believe, in good faith, that any material on the ARRIVE Platform infringe on your copyrights, please [support@rideARRIVE.com](mailto:support@rideARRIVE.com) to file a complaint.

### **XI. Disclaimers**

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

By using the ARRIVE Platform and/or our Services, you acknowledge and agree that such use is at your own risk. ARRIVE is responsible only for transportation of its own vehicles in accordance with applicable tariffs and limitations and assumes no responsibility for any acts or omissions of others, except as imposed by law. Unless caused by its own negligence or that of its employees, ARRIVE shall not be liable for loss, damage, or delay caused by (1) any action or inaction by a ARRIVE Customer or guest of a ARRIVE Customer, (2) the nature of the property or defect, (3) weather delays, (4) an act of God, public enemies or terroristic activity, (5) bad conditions of roads or (6) any other causes beyond ARRIVE’s control.

The ARRIVE Platform 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 ARRIVE Platform 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 express or implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties. In such cases, ARRIVE’s liability will be limited to the fullest extent permitted by applicable law.



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We do not warrant that your use of the ARRIVE Platform 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 ARRIVE Platform will be corrected, or that the ARRIVE Platform 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 ARRIVE Platform or Services.

Please use common sense when using the ARRIVE Platform and Services, including looking at the photos of the Driver you have matched with to make sure it is the same individual you see in person. We encourage you to communicate directly with each potential Driver prior to engaging in an arranged transportation service.

Please note that we do not accept responsibility or liability for any content, communication or other use or access of the ARRIVE Platform by persons under the age of eighteen (18) in violation of this Agreement.

ARRIVE is not responsible for the conduct, whether online or offline, of any ARRIVE Customer of the ARRIVE Platform or Services. You are solely responsible for your interactions with other ARRIVE Customers. We are not responsible for personal belongings left in a ARRIVE Vehicle by ARRIVE Customers. By using the ARRIVE Platform and participating in the Services, you agree to accept such risks and agree that ARRIVE is not responsible for the acts or omissions of ARRIVE Customers on the ARRIVE Platform or participating in the Services.

You are responsible for the use of your ARRIVE Customer profile and ARRIVE expressly disclaims any liability arising from the unauthorized use of your ARRIVE Customer profile. Should you suspect that any unauthorized party may be using your ARRIVE Customer profile 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 ARRIVE Platform (including any profile information you provide), send to other ARRIVE Customers, 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 ARRIVE Customers on the ARRIVE Platform or through the Services. Please carefully select the type of information that you post on the ARRIVE Platform 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 ARRIVE Customers (including unauthorized users, or “hackers”).

Opinions, advice, statements, offers, or other information or content concerning ARRIVE or made available through the ARRIVE Platform, 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 ARRIVE Platform or otherwise. We reserve the right, but we have no obligation, to monitor the materials posted on the ARRIVE Platform and remove any such material that in our sole opinion violates, or is alleged to violate, the law or this agreement

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or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of ARRIVE Customers or others.

Location data provided by the ARRIVE Platform 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 ARRIVE, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the ARRIVE Platform. Any of your Information, including geo-locational data, you upload, provide, or post on the ARRIVE Platform may be accessible to ARRIVE and certain ARRIVE Customers of the ARRIVE Platform.

ARRIVE advises you to use the ARRIVE Platform with a data plan with unlimited or very high data usage limits, and ARRIVE shall not be responsible or liable for any fees, costs, or overage charges associated with any data plan you use to access the ARRIVE Platform.

The ARRIVE Platform and/or Services may be made available or accessed in connection with third party services and content (including advertising) that ARRIVE does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. ARRIVE does not endorse such third party services and content and in no event shall ARRIVE be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this Agreement if you access the ARRIVE Platform and/or Services using applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the ARRIVE Platform and/or Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service. EXCEPT AS OTHERWISE PROVIDED UNDER APPLICABLE LAWS, WE WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THE USE OF THE ARRIVE PLATFORM. WE ASSUME NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, OR USE OF, THE ARRIVE PLATFORM, OR ANY CHANGES MADE TO THE CONTENT OF THE ARRIVE PLATFORM BY UNAUTHORIZED THIRD PARTIES, OR YOUR DOWNLOADING OR UPLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM OR TO THE ARRIVE PLATFORM. ANY SOFTWARE DOWNLOADED FROM THE ARRIVE PLATFORM IS DOWNLOADED AT YOUR OWN RISK. IF YOU ARE DISSATISFIED WITH THE ARRIVE PLATFORM, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE ARRIVE PLATFORM. THIS LIMITATION OF LIABILITY APPLIES TO DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES YOU OR OTHERS MAY SUFFER, AS WELL AS DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION OR THE LOSS OF DATA OR INFORMATION, EVEN IF WE ARE NOTIFIED IN ADVANCE OF THE POTENTIAL FOR ANY SUCH DAMAGES.

### **XII. Indemnity**

You will defend, indemnify, and hold ARRIVE 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

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(including reasonable attorneys' fees) relating to or arising out of your and your guests' use of the ARRIVE Platform and participation in the Services, including but not limited to: (1) your or your guests' breach of this Agreement or the documents it incorporates by reference; (2) your or your guests' violation of any law or the rights of a ARRIVE Driver or a third party, including ARRIVE Customers, guests of ARRIVE Customers, 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 ARRIVE Platform or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (4) any other activities in connection with the Services; in each case, except to the extent such claims, actions, suits, losses, costs, liabilities and expenses relate to or arise out of ARRIVE's own negligence or willful misconduct.

### **XIII. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (I) YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT WILL ARRIVE, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS (COLLECTIVELY "ARRIVE" 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 ARRIVE PLATFORM, SERVICE INTERRUPTIONS, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, STATEMENTS OR CONDUCT OF ANY THIRD PARTY REGARDING THE SERVICES, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE ARRIVE PLATFORM, THE SERVICES, OR THIS AGREEMENT, HOWEVER ARISING, REGARDLESS OF LEGAL THEORY, WHETHER BASED ON TORT, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT ARRIVE HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR OTHER SERVICES PROVIDED TO YOU OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ARRIVE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM FOR THE SERVICES, BUT IN NO EVENT GREATER THAN FIVE THOUSAND DOLLARS (\$5,000.00). TO THE EXTENT THAT FOREGOING EXCLUSION OF OR THE LIMITATION OF ARRIVE'S MAXIMUM AGGREGATE LIABILITY, IS IN VIOLATION OF THE LAW IN CERTAIN STATES OR JURISDICTIONS, ARRIVE'S MAXIMUM AGGREGATE LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES OR JURISDICTIONS. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF ARRIVE ARISING OUT OF THIS AGREEMENT WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES

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DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. THIS PROVISION SHALL HAVE NO EFFECT ON ARRIVE'S CHOICE OF LAW PROVISION SET FORTH BELOW.

### **XIV. Termination**

We reserve the right to cancel or suspend your ARRIVE Customer Account if we are unable to successfully charge your payment method for your Trip Charges. You may cancel your ARRIVE Customer Account at any time upon your request in writing to us, but you will not receive a refund or credit for any subscription for which you have paid. However, you will continue to have access to the Services until the date that your paid subscription expires, unless your ARRIVE Customer Account is earlier suspended or terminated by us in accordance with this Agreement.

You acknowledge and agree that we may suspend or terminate your ARRIVE Customer Account and/or deny you access to, use of, all or part of the Services, without prior notice, and you will remain liable for all amounts owed by you up to and including the date of termination, if you engage in any conduct that we believe, in our sole discretion: (i) violates any term or provision of this Agreement, (ii) violates the rights of ARRIVE or third parties, (iii) or is otherwise inappropriate for continued access and use of the Services. Unless otherwise expressly agreed in writing, you agree that upon termination, either by you or us, we may delete all Information related to your account (except that Information we are required to maintain by law) and may bar your access to your account and the Services. Further, you agree that we shall not be liable to you or any third-party for any termination of your access to the Services. This agreement shall survive any termination or expiration of your ARRIVE Customer Account.

### **XV. DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE**

#### **(a) Agreement to Binding Arbitration Between You and ARRIVE.**

YOU AND ARRIVE 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 ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OUR PRIVACY POLICY OR YOUR USE OF THE SERVICES, BY ARBITRATION, as set forth below. This agreement to arbitrate (this Section XVI in its entirety, the "Arbitration Agreement") is governed by the Federal Arbitration Act ("FAA") and survives after this Agreement terminates or your relationship with ARRIVE ends. Except as expressly provided below, this Arbitration Agreement applies to all Claims (defined below) between you and ARRIVE, 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 ARRIVE'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. 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, ALL DISPUTES AND CLAIMS BETWEEN US (EACH A "CLAIM" AND COLLECTIVELY, "CLAIMS") SHALL BE EXCLUSIVELY RESOLVED BY BINDING

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ARBITRATION SOLELY BETWEEN YOU AND ARRIVE. 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 ARRIVE Platform, the Services, any other goods or services made available through the ARRIVE Platform, your relationship with ARRIVE, the threatened or actual suspension, deactivation or termination of your ARRIVE Customer Account or this Agreement, payments made by you or any payments made or allegedly owed to you, any promotions or offers made by ARRIVE, trade secrets, unfair competition, 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, 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 ARRIVE ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS 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 ARRIVE 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 ARRIVE 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.

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 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

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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) 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](http://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 ARRIVE 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 ARRIVE Customers, but is bound by rulings in prior arbitrations involving the same ARRIVE Customer 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.

### **(d) 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 (h) below and are otherwise required to pay a filing fee under the relevant AAA Rules, ARRIVE 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 ARRIVE, ARRIVE 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.

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2. If ARRIVE initiates arbitration under this Arbitration Agreement, ARRIVE will pay all AAA filing and arbitration fees.
3. 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.).
4. 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.
5. Although under some laws ARRIVE may have a right to an award of attorneys' fees and non-filing fee expenses if it prevails in an arbitration, ARRIVE agrees that it will not seek such an award.
6. If the arbitrator issues you an award that is greater than the value of ARRIVE's last written settlement offer made after you participated in good faith in the optional Negotiation process described in subsection (h) below, then ARRIVE will pay you the amount of the award or U.S. \$1,000, whichever is greater.

### **(e) Location and Manner of Arbitration.**

Unless you and ARRIVE agree otherwise, any arbitration hearings between ARRIVE and a ARRIVE Customer will take place in the State of Kansas. If your Claim is for \$10,000 or less, ARRIVE 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.

### **(f) 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; and (2) 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 Securities Exchange Commission, 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. 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.

### **(g) Severability.**

In addition to the severability provisions in subsection (b) 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.

**(h) Optional Pre-Arbitration Negotiation Process.**

Before initiating any arbitration or proceeding, you and ARRIVE 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 ARRIVE. 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.

**XVI. Confidentiality**

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to ARRIVE’s business, operations and properties, information made available to you in connection with your use of the Platform, which may include a Driver’s name, pick-up location, contact information and photo (“Confidential Information”) disclosed to you by ARRIVE 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 ARRIVE in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to ARRIVE with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by ARRIVE 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 ARRIVE; becomes known to you, without restriction, from a source other than ARRIVE without breach of this Agreement by you and otherwise not in violation of ARRIVE’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 ARRIVE to enable ARRIVE to seek a protective order or otherwise prevent or restrict such disclosure.

**XVII. General**

Except as provided in Section XVI, this Agreement shall be governed by the laws of the State of Kansas without regard to choice of law principles. This choice of law provision is only intended to specify the use of Kansas law to interpret this Agreement and is not intended to create any other substantive right to non-Texans to assert claims under Kansas 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 ARRIVE, in our sole discretion by providing notice to you. Except



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as explicitly stated otherwise, any notices to ARRIVE shall be given by certified mail, postage prepaid and return receipt requested to ARRIVE RIDE SERVICE, Street Address, City, ST Zip. Any notices to you shall be provided to you through the ARRIVE Platform or given to you via the email address or physical you provide to ARRIVE 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 ARRIVE 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 this Agreement, the ARRIVE Platform or our Services, please contact us at:

ARRIVE RIDE SERVICE  
terms@arrive.mobi