



Legal

“Vibe Rides” Privacy Policy

Vibe Direct LLC

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At Vibe, we want to connect people through transportation and bring communities together. In this privacy policy, we tell you what information we receive from Vibe riders and drivers, and how we use it to connect riders with drivers and continue to improve our services. Below, we explain how you can share with other riders and drivers in the Vibe community as part of our mission to bring people together.

Scope of this Privacy Policy

Vibe Rides (“Vibe,” “we,” “our,” and/or “us”) values the privacy of individuals who use our application, websites, and related services (collectively, the “Vibe Rides Platform”). This privacy policy (the “Privacy Policy”) explains how we collect, use, and share information from Vibe users (“Users”), comprised of both Vibe riders (“Riders”) and Vibe drivers (including Driver applicants) (“Drivers”). Beyond the Privacy Policy, your use of Vibe is also subject to our Terms of Service.

Information We Collect A. Information You Provide to Us

Registration Information. When you sign up for a Vibe account, you give us your name, email address, and phone number. If you decide to sign up for Vibe using any other process, we will also get basic information from your profile like your name, gender, profile photo, and friends.

User Profile Information. When you join the Vibe Rides community, you can create a Vibe Rides Profile to share fun facts about yourself and discover mutual friends and interests. Filling out a profile is optional, and you can share as little or as much as you want. Your name (and for Drivers, Profile photos) is always part of your Profile. Read more below about how you can control who sees your Profile. You can also add a Business Profile to your account, which requires a designated business email address and payment method.

Payment Method. When you add a credit card or payment method to your Vibe account, a third party that handles payments for us will receive your card information. To keep your financial data secure, we do not store full credit card information on our servers.

Communications. If you contact us directly, we may receive additional information about you. For example, when you contact our Customer Support Desk, we will receive your name, email address, phone number, the contents of a message or attachments that you may send to us, and other information you choose to provide.

Driver Application Information. If you decide to join our Vibe driver community, in addition to the basic registration information we ask you for your date of birth, physical address, Social Security number, driver’s license information, vehicle information, car insurance information, and in some jurisdiction we may collect additional business license or permitting information. We share this information with our partners who help us by running background checks on Drivers to help protect the Vibe community.



Payment Information. To make sure Drivers get paid, we keep information about Drivers' bank routing numbers, tax information, and any other payment information provided by Drivers.

B. Information We Collect When You Use the Vibe Platform

Location Information. Vibe is all about connecting Drivers and Riders. To do this, we need to know where you are. When you open Vibe on your mobile device, we receive your location. We may also collect the precise location of your device when the app is running in the foreground or background. If you label certain locations, such as "home" and "work," we receive that information, too.

Your location information is necessary for things like matching Riders with nearby Drivers, determining drop off and pick up locations, and suggesting destinations based on previous trips. Also, if the need ever arises, our Security Monitors may use and share location information to help protect the safety of Vibe Users or a member of the public. In addition to the reasons described above, Drivers' location information and distance travelled is necessary for calculating charges and insurance for Vibe rides. If you give us permission through your device settings or Vibe app, we may collect your location while the app is off to identify promotions or service updates in your area.

Device Information. Vibe receives information from Users' devices, including IP address, web browser type, mobile operating system version, phone carrier and manufacturer, application installations, device identifiers, mobile advertising identifiers, push notification tokens, and, if you register with an outside account, your account identifier. We may collect mobile sensor data from Drivers' devices (such as speed, direction, height, acceleration or deceleration) to improve location accuracy and analyze usage patterns.

Usage Information. To help us understand how you use the Vibe Platform and to help us improve it, we automatically receive information about your interactions with the Vibe Platform, like the pages or other content you view, your actions within the Vibe app, and the dates and times of your visits.

Call and Text Information. We work with a third-party partner to facilitate phone calls and text messages between Riders and Drivers who have been connected for a ride. We receive information about these communications including the date and time of the call or SMS message, the parties' phone numbers, and the content of any SMS messages. For security purposes, we may also monitor and/or record the contents of phone calls made on the Vibe Platform, such as those between Riders and Drivers. You will be given notice that your call may be recorded, and by proceeding you agree to allow Vibe to monitor and/or record your call.

User Feedback. At Vibe, we want to make sure Users are always enjoying great rides. Riders and Drivers may rate and review each other at the end of every ride. We receive information about ratings and reviews and, as we explain below, give Riders information about Drivers' ratings and reviews and vice versa.

Address Book Contacts. If you permit Vibe to access the address book on your device through the permission system used by your mobile platform, we may access and store names and contact information from your address book to facilitate invitations and social interactions that you initiate through our Platform and for other purposes described in this privacy policy or at the time of consent or collection.



Information from Cookies and Similar Technologies. We collect information through the use of “cookies”, tracking pixels, and similar technologies to understand how you navigate through the Vibe Platform and interact with Vibe advertisements, to learn what content is popular, and to save your preferences. Cookies are small text files that web servers place on your device; they are designed to store basic information and to help websites and apps recognize your browser. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be accessed every time you use the Vibe Platform. You should consult your web browser(s) to modify your cookie settings. Please note that if you delete or choose not to accept cookies from us, you may be missing out on certain features of the Vibe Platform.

C. Information We Collect from Third Parties

Third Party Services. In the future, If you choose to register for Vibe or otherwise link your Vibe account with a third party’s service (such as Facebook), we may receive the same type of information we collect from you (described above) directly from those services.

Third Party Partners. We may receive additional information about you, such as demographic data, payment information, or fraud detection information, from third party partners and combine it with other information that we have about you.

Enterprise Programs. If your company, university, or organization participates in one of our future enterprise programs, we may receive information about you, such as your email address, from your participating organization. We also may give your participating organization the opportunity to request a ride on your behalf, in which case they may provide us with your name, phone number, and the pickup and drop off location for your ride.

Background Information on Drivers. Vibe works with third party partners to perform driving record and criminal background checks on Drivers, and we receive information from them such as publicly available information about a Driver’s driving record or criminal history.

How We Use the Information We Collect

We use the information we collect from all Users to:

- Connect Riders with Drivers;
- Provide, improve, expand, and promote the Vibe Platform;
- Analyze how the Vibe community uses the Vibe Platform;
- Communicate with you, either directly or through one of our partners, including for marketing and promotional purposes;
- Personalize the Vibe experience for you and your friends and contacts;
- Send you text messages and push notifications;
- Facilitate transactions and payments;
- Provide you with customer support;



- Find and prevent fraud; and
- Respond to trust and safety issues that may arise, including auto incidents, disputes between Riders and Drivers, and requests from government authorities.

Additionally, we use the information we collect from Drivers for the following purposes related to driving on the Vibe Platform:

- Sending emails and text messages to Drivers who have started the driver application process regarding the status of their application;
- Determining a Driver's eligibility to drive for Vibe
- Notifying Drivers about ride demand, pricing and service updates; and
- Calculating and providing Vibe's auto insurance policy and analyzing usage patterns for safety and insurance purposes.

How We Share the Information We Collect A. Sharing Between Users

Sharing between Riders and Drivers. Riders and Drivers that have been matched for a ride are able to see basic information about each other, such as names, photo, ratings, and any information they have added to their Profiles. Riders and Drivers who connect their Vibe accounts to social media sites may also be able to see their mutual friends during the ride. Drivers see the pick-up location that the Rider has provided. Riders see a Driver's vehicle information and real-time location as the Driver approaches the pick-up location. Riders' ratings of Drivers are shared with Drivers on a weekly basis. We de-identify the ratings and feedback, but we can't rule out that a driver may be able to identify the Rider that provided the rating or feedback.

Although we help Riders and Drivers communicate with one another to arrange a pickup, we do not share your actual phone number or other contact information with other Users. If you report a lost or found item to us, we will seek to connect you with the relevant Rider or Driver, including sharing actual contact information with your permission.

Sharing between Vibe Riders. Riders who have been matched with you will be able to see your name, photo and any information you have added to your Profile. If you connect your Vibe Rides account to social media sites, we may show your mutual friends with other Riders who are also connected. Any future services that might match multiple users for the same ride may show photos of possible matches to you and other Riders.

B. Sharing Between Vibe Rides and Third Parties

API and Integration Partners. If you connect to the Vibe Platform through an integration with a third-party service, we may share information about your use of the Vibe Platform with that third party. We may share your information with our third-party partners in order to receive additional information



about you. We may also share your information with third party partners to create offers that may be of interest to you.

Third Party Services. The Vibe Platform may allow you to connect with other websites, products, or services that we don't have control over (for example, we may give you the ability to order a food delivery from a restaurant from within the Vibe app). If you use these services, we will provide the third party with information about you to allow them to provide the service to you (for example, we would give the restaurant your name, phone number and address to drop off the food). We can't speak to the privacy practices of these third parties, and we encourage you to read their privacy policies before deciding whether to use their services.

Service Providers. We work with third party service providers to perform services on our behalf, and we may share your information with such service providers to help us provide the Vibe Platform, including all of the things described in Section 3 above.

Enterprise Partners. In the future Vibe Rides may offer an enterprise program. If you participate in an enterprise program and charge a ride to your organization's billing method or credits, we will provide your organization's account holder with information about your use of the Vibe Platform, including ride details such as date, time, charge, and pick up and drop off locations. If you create a Business Profile, at the end of each ride you will have the option to designate the ride as a business ride. If you do so, and your organization has a corporate account with Vibe, we may share information about your use of Vibe Platform with your organization including ride details such as date, time, charge, and region of the trip. If you change organizations, it is your responsibility to update your Business Profile with the new information. (Please remember to check and set your designation settings accordingly)

A. Sharing Between Vibe Rides Users

Riders and Drivers.

Rider information shared with Driver: Upon receiving a ride request, we share with the Driver the Rider's pickup location, name, profile photo, rating, Rider statistics (like approximate number of rides and years as a Rider), and information the Rider includes in their Rider profile (like preferred pronouns). Upon pickup and during the ride, we share with the Driver the Rider's destination and any additional stops the Rider inputs into the Vibe Rides app. Once the ride is finished, we also eventually share the Rider's rating and feedback with the Driver. (We remove the Rider's identity associated with ratings and feedback when we share it with Drivers, but a Driver may be able to identify the Rider that provided the rating or feedback.)

Driver information shared with Rider: Upon a Driver accepting a requested ride, we will share with the Rider the Driver's name, profile photo, preferred pronouns, rating, real-time location, and the vehicle make, model, color, and license plate, as well as other information in the Driver's Vibe Rides profile, such as information Drivers choose to add (like country flag and why you drive) and Driver statistics (like approximate number of rides and years as a Driver).

Although we help Riders and Drivers communicate with one another to arrange a pickup, we do not share your actual phone number or other contact information with other users. If you report a lost or



found item to us, we will seek to connect you with the relevant Rider or Driver, including sharing actual contact information with your consent.

Shared Ride Riders. When Riders use a Vibe Rides Shared ride, we share each Rider's name and profile picture to ensure safety. Riders may also see each other's pickup and drop-off locations as part of knowing the route while sharing the ride.

Rides Requested or Paid For by Others. Some rides you take may be requested or paid for by others. If you take one of those rides using your Vibe Rides Business Profile account, a code or coupon, a corporate credit card linked to another account, or another user otherwise requests a ride for you, we may share some or all of your ride details with that other party, including the date, time, charge, rating given, region of trip, and pick up and drop off location of your ride.

Referral Programs. If you refer someone to the Vibe Rides Platform, we will let them know that you generated the referral. If another user referred you, we may share information about your use of the Vibe Rides Platform with that user. For example, a referral source may receive a bonus when you join the Vibe Rides Platform or complete a certain number of rides and would receive such information.

Other Sharing. We may share your information with third parties in the following cases:

- While negotiating or in relation to a change of corporate control such as a restructuring, merger or sale of our assets;
- If a government authority requests information and we think disclosure is required or appropriate in order to comply with laws, regulations, or a legal process;
- With law enforcement officials, government authorities, or third parties if we think doing so is necessary to protect the rights, property, or safety of the Vibe community, Vibe, or the public;
- To comply with a legal requirement or process, including but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures.
- If you signed up for a promotion with another User's referral or promotion code, with your referrer to let them know about your redemption of or qualification for the promotion;
- With our insurance partners to help determine and provide relevant coverage in the event of an incident;
- To provide information about the use of the Vibe Platform to potential business partners in aggregated or de-identified form that can't reasonably be used to identify you; and
- Whenever you consent to the sharing. **Your Choices**

Email Subscriptions. You can always unsubscribe from our commercial or promotional emails but we will still send you transactional and relational emails about your account use of the Vibe Platform.

Text Messages. You can opt out of receiving commercial or promotional text messages at any time. You may also opt out of receiving all texts from Vibe (including transactional or relational



messages) however, opting out of receiving all texts may impact your use of the Vibe Platform. Drivers can also opt out of driver-specific messages.

Push Notifications. You can opt out of receiving push notifications through your device settings. Please note that opting out of receiving push notifications may impact your use of the Vibe Platform (such as receiving a notification that your ride has arrived).

Profile Information. While your name will always be shared with Drivers and fellow Vibe Riders, you can delete any additional information that you added to your Profile at any time if you don't want Drivers and Vibe Riders to see it. Riders will always be able to see Drivers' names, rating, profile photos, and vehicle information.

Location Information. While you can prevent your device from sharing location information at any time through your Device's operating system settings, Rider and Driver location is core to the Vibe Platform and without it we can't provide our services to you.

Social Media Friends. You can control whether to enable or disable social media mutual friends feature through your profile settings.

Editing and Accessing Your Information. You can review and edit certain account information by logging in to your account settings and profile (Drivers may edit additional information through the Driver portal). If you would like to terminate your Vibe account, please contact us through our Support Desk with your request. If you choose to terminate your account, we will deactivate it for you but may retain information from your account for a certain period of time and disclose it in a manner consistent with our practices under this Privacy Policy for accounts that are not closed. We also may retain information from your account to collect any fees owed, resolve disputes, troubleshoot problems, analyze usage of the Vibe Platform, assist with any investigations, prevent fraud, enforce our Terms of Service, or take other actions as required or permitted by law.

Other

Data Security. We are committed to protecting the data of the Vibe community. Even though we take reasonable precautions to protect your data, no security measures can be 100% secure, and we cannot guarantee the security of your data.

Children's Privacy. Vibe is not directed to children, and we don't knowingly collect personal information from children under 13. If we find out that a child under 13 has given us personal information, we will take steps to delete that information. If you believe that a child under the age of 13 has given us personal information, please contact us.

Changes to Our Privacy Policy. We may make changes to this Privacy Policy from time to time. If we make any material changes, we will let you know through the Vibe Platform, by email, or other communication. We encourage you to read this Privacy Policy periodically to stay up-to-date about our privacy practices. As long as you use the Vibe Platform, you are agreeing to this Privacy Policy and any updates we make to it.

Contact Information. Feel free to contact us at any time with any questions or comments about this Privacy Policy, your personal information or our use and sharing practices



Vibe Rides Terms of Service

Last Updated: November 2019

These terms of service constitute a legally binding agreement (the “Agreement”) between you and Vibe Rides, Inc. (“Vibe,” “we,” “us” or “our”) governing your use of the Vibe application, website, and technology Crosslink platform (collectively, the “Vibe Platform”).

Please be advised: This Agreement contains provisions that govern how claims you and Vibe have against each other can be initiated and settled. These provisions will, with limited exception, require you to submit claims you have against Vibe 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 Vibe platform 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 Vibe Platform. If you use the services of Vibe or its affiliates in another country, by using the Vibe Platform in that country you agree to be subject to Vibe’s terms of service for that country.

The Vibe Platform

The Vibe Platform 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 Vibe Platform. Each person may only create one User account, and Vibe reserves the right to shut down any additional accounts. As a User, you authorize Vibe to match you with a Driver or Rider based on factors such as your location, the estimated time to pick you 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 Platform 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 Vibe modifies the terms and conditions of this Agreement, such modifications shall be binding on you only upon your acceptance of the modified Agreement. Vibe 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 Vibe Platform 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 Vibe Platform may only be used by individuals who can form legally binding contracts under applicable law. The Vibe Platform 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 as set forth in your market, plus any tips to the Driver that you voluntarily elect to pay. Vibe has the authority and reserves the right to determine and modify pricing by posting applicable pricing updates 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. You are responsible for reviewing the applicable price quote within the Vibe 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 an origination charge and incremental charges based on the duration and distance of your ride. For particularly short rides, minimum fares may apply. Please note that Vibe uses 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 data we will, calculate time and distance using available data from your ride.
- **Quoted Fares.** In some cases, Vibe 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 Vibe Platform, we may cancel the fare quote and charge you a variable fare based on the time and distance of your ride. Vibe 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 app used to originate the ride.
- **Prime Time.** In the future, at times of high demand for Services (“High Time”) you acknowledge that Charges *may* increase moderately. For all rides with a variable fare, we will use reasonable efforts to inform you of any High Time multipliers in effect at the time of your request. For quoted fares we may factor in the High 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 the Vibe cancellation policy, including applicable fees and taxes.
- **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 \$500 depending on the extent of the damage (as determined by Vibe in its sole discretion), towards vehicle repair or cleaning. Vibe 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 Vibe 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 Vibe or its marketing partners, and processing fees for split payments. In addition, where required by law Vibe will collect applicable taxes.
- **Tips.** Following a ride, you may elect to tip your Driver through the Vibe Rides application. No cash tips are allowed. Any and all tips will be 100% paid to the applicable Driver.

General.

- **Facilitation of Charges.** All Charges are facilitated through a third-party payment processing service. Vibe may replace its third-party payment processing services without notice to you. Charges shall only be made through the Vibe Platform. Cash payments are strictly prohibited. Your payment of Charges to Vibe satisfies your payment obligation for your use of the Vibe Platform 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 Vibe Platform, any disruption to the Vibe Platform or Services, or any other reason whatsoever.
- **Coupons.** You may receive coupons that you can apply toward payment of certain Charges upon completion of a Ride. Coupons are only valid for use on the Vibe Platform and are not transferable or redeemable for cash except as required by law. Coupons cannot be combined, and if the cost of your ride exceeds the applicable credit or discount we will charge your payment method on file for the outstanding cost of the Ride. For quoted or variable fares, Vibe may deduct the amount attributable to the Service Fee, Tolls, or Other Charges before application of the coupon. If you split payment for a Ride with another User, your coupon will only apply to your portion of the Charges. Additional restrictions on coupons may apply as communicated to you in a relevant promotion or by clicking on the relevant coupon within the Promotions section of the Vibe App.
- **Credit Card Authorization.** Upon addition of a new payment method or each ride request, Vibe 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 of 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.

Payments

If you are a Driver, you will receive payment for your provision of Services pursuant to the terms of the driver agreement which shall form part of this Agreement between you and Vibe. The Driver Agreement is available in the Driver dashboard when you log into your account.

Vibe Communications

By entering into this Agreement or using the 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 Vibe, its affiliated companies and/or Drivers, may include but are not limited to: operational communications concerning your User account or use of the Vibe Platform or Services, updates concerning new and existing features on the Vibe Platform, communications concerning promotions run by us or our third-party partners, and news concerning Vibe 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 Vibe Platform or the Services. If you wish to opt out of all texts or calls from Vibe, you acknowledge this may impact your use of the Vibe Platform or the Services.

Your Information

Your Information is any information you provide, publish or post to or through the Vibe Platform (including any profile information you provide) or send to other Users (including via in-application feedback, any email feature, or through any Vibe-related social media). You consent to us using your Information to create a User account that will allow you to use the Vibe Platform and participate in the Services. Our collection and use of personal information in connection with the Vibe Platform and Services is as provided in Vibe's Privacy Policy. 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 Vibe to use your Information for the purposes described in our 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. Vibe does not assert any ownership over your Information; rather, as between you and Vibe, 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.

In the future, you may be able to create or log-in to your Vibe User account through online accounts you may have with third party social networking sites (each such account, an "SNS Account"). By connecting to Vibe through an SNS Account, you understand that Vibe 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 Vibe Platform 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

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

From time to time, Vibe may offer you with additional incentives to refer your friends and family to become new Users of the Vibe Platform in your country (the "Referral Program"). These incentives may come in the form of Vibe Ride Credits, and Vibe may set or change the incentive types, amounts, terms, restrictions, and qualification requirements for any incentives in its sole discretion. Your distribution of Rep ID's and participation in the Referral Program is subject to this Agreement and the Vibe Comp Plan.

Restricted Activities

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

1. impersonate any person or entity;
2. stalk, threaten, or otherwise harass any person, or carry any weapons;
3. violate any law, statute, rule, permit, ordinance or regulation;
4. interfere with or disrupt the Vibe Platform or the servers or networks connected to the Vibe Platform;
5. post Information or interact on the Vibe Platform or Services in a manner which is



- fraudulent, libelous, abusive, obscene, profane, sexually oriented, harassing, or illegal;
6. use the Vibe 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;
 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;
 8. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Vibe Platform;
 9. "frame" or "mirror" any part of the Vibe Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to Vibe 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 Vibe Platform or any software used on or for the Vibe Platform;
 11. rent, lease, lend, sell, redistribute, license or sublicense the Vibe Platform or access to any portion of the Vibe 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 Vibe Platform or its contents;
 13. link directly or indirectly to any other web sites;
 14. transfer or sell your User account, password and/or identification to any other party
 15. 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
 16. cause any third party to engage in the restricted activities above.

Driver Representations, Warranties and Agreements

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

1. 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.
2. 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.



3. 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 Vibe community or third parties.
4. You will only provide Services using the vehicle that has been reported to, and approved by Vibe, and for which a photograph has been provided to Vibe, 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).
5. 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.
6. You will not attempt to defraud Vibe or Riders on the Vibe Platform 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.
7. You will make reasonable accommodation for Riders and/or for service animals, as required by law.
8. 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.
9. 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.
10. 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 Vibe Platform shall be owned by Vibe 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 Vibe Platform 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 Vibe. Vibe 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.



VIBE and all other Vibe logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of Vibe in the United States and/or other countries (collectively, the “Vibe Logo”). If you provide Services as a Driver, Vibe 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 Vibe Logo solely in connection with providing the Services through the Vibe Platform (“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 Vibe’s prior written permission, which it may withhold in its sole discretion. The Vibe Logo may not be used in any manner that is likely to cause confusion.

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

You agree that you will not: (1) create any materials that use the Vibe Logo or any derivatives of the Vibe Logo as a trademark, service mark, trade name or trade dress, other than as expressly approved by Vibe in writing; (2) use the Vibe Logo in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the Vibe Logo other than in accordance with the terms, conditions and restrictions herein; (3) take any other action that would jeopardize or impair Vibe’s rights as owner of the Vibe Logo or the legality and/or enforceability of the Vibe Logo, including, challenging or opposing Vibe’s ownership in the Vibe Logo; (4) apply for trademark registration or renewal of trademark registration of any of the Vibe Logo, any derivative of the Vibe Logo, any combination of the Vibe Logo and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the Vibe Logo; (5) use the Vibe Logo 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 Vibe’s sole discretion. If you create any materials bearing the Vibe Logo (in violation of this Agreement or otherwise), you agree that upon their creation Vibe exclusively owns all right, title and interest in and to such materials, including any modifications to the Vibe Logo or derivative works based on the Vibe Logo. You further agree to assign any interest or right you may have in such materials to Vibe, and to provide information and execute any documents as reasonably requested by Vibe to enable Vibe to formalize such assignment.

Vibe respects the intellectual property of others and expects users to do the same. If you believe, in good faith, that any materials on the Vibe Platform or Services infringe upon your copyrights, please advise the Vibe Corporate Office.

Disclaimers

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



Vibe does not provide transportation services, and Vibe is not a transportation carrier. Vibe 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 Vibe Platform, and it is up to the Rider to decide whether or not

to accept a ride from any Driver contacted through the Vibe Platform. 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 Vibe 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 Vibe 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 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 Vibe 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 Vibe Platform will be corrected, or that the Vibe 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 Vibe Platform or Services.

We cannot guarantee that each Rider is who he or she claims to be. Please use common sense when using the Vibe Platform 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 Vibe Platform 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.

Vibe is not responsible for the conduct, whether online or offline, of any user of the Vibe Platform 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 Vibe Platform and participating in the Services, you agree to accept such risks and agree that Vibe is not responsible for the acts or omissions of Users on the Vibe Platform or participating in the Services.

You are responsible for the use of your user account and Vibe 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 Vibe Platform (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 Vibe Platform or through the Services. Please carefully select the type of information that you post on the Vibe 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 users (including unauthorized users, or “hackers”).

Opinions, advice, statements, offers, or other information or content concerning Vibe or made available through the Vibe 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 Vibe Platform or otherwise. We reserve the right, but we have no obligation, to monitor the materials posted on the Vibe Platform 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 Vibe 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 Vibe, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the Vibe Platform. Any of your information, including geo-locational data, you upload, provide, or post on the Vibe Platform may be accessible to Vibe and certain Users of the Vibe Platform.

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

This paragraph applies to any version of the Vibe Platform that you acquire from the Apple App Store. This Agreement is entered into between you and Vibe. Apple, Inc. (“Apple”) is not a party to this Agreement and shall have no obligations with respect to the Vibe Platform. Vibe, not Apple, is solely responsible for the Vibe Platform 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.

Google Maps

As a Driver, you will use Vibe Navigation as provided by the business division of Google Maps. By using this feature, you agree that Google may collect your location data when the Vibe App is running in order to provide and improve Google's services, that such data may also be shared with Vibe in order to improve its operations, and that Google's [terms](#) and [privacy policy](#) will apply to this usage.

Waze Maps



As a Driver, you will use Vibe Navigation as provided by the business division of Waze Maps. By using this feature, you agree that Waze may collect your location data when the Vibe App is running in order to provide and improve Waze services, that such data may also be shared with Vibe in order to improve its operations, and that Waze [terms](#) and [privacy policy](#) will apply to this usage.

State and Local Disclosures

Certain jurisdictions require additional disclosures to you. Vibe will update the disclosures page as jurisdictions add, remove or amend these required disclosures, so please check in regularly for updates.

Indemnity

You will defend, indemnify, and hold Vibe 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 Vibe Platform 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 Vibe Platform 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 Vibe, including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders (collectively "Vibe" 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 Vibe Platform, service interruptions, or for the cost of procurement of substitute services) arising out of or in connection with the Vibe 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 Vibe Platform may be used by you to request and schedule transportation, goods, or other services with third party providers, but you agree that Vibe 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 Vibe; 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, Vibe 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 Vibe's service rating or cancellation threshold; (3) Vibe has the good faith belief that such action is necessary to protect the safety of the Vibe 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 Vibe's reasonable satisfaction prior to Vibe 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 Vibe'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 Vibe.

You and Vibe 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 Vibe 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 Vibe, 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 Vibe'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 Vibe (each a "Claim" and collectively, "Claims") shall be exclusively resolved by binding arbitration solely between you and Vibe. 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 Vibe Platform, the Services, any other goods or services made available through the Vibe Platform, your relationship with Vibe, the threatened or actual suspension, deactivation or termination of your User Account or this Agreement, background checks performed by or on Vibe's behalf, payments made by you or any payments made or allegedly owed to you, any promotions or offers made by Vibe, 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 Vibe 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 Vibe 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 Vibe 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 Vibe 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 Vibe, 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 Vibe agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 (“PAGA”), in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, both you and Vibe 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](#). 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 Vibe 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, Vibe agrees that, unless your claim is for \$5,000 or more, your share of the filing and arbitration fees is limited to \$500, and that, after you submit proof of payment of the filing fee to Vibe, Vibe will promptly reimburse you for all but \$500 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 Vibe initiates arbitration under this Arbitration Agreement, Vibe will pay all AAA filing and arbitration fees.
3. With respect to any Claims brought by Vibe against a Driver, or for Claims brought by a Driver against Vibe that: (A) are based on an alleged employment relationship between Vibe and a Driver; (B) arise out of, or relate to, Vibe's actual deactivation of a Driver's User account or a threat by Vibe to deactivate a Driver's User account; (C) arise out of, or relate to, Vibe's actual termination of a Driver's Agreement with Vibe under the termination provisions of this Agreement, or a threat by Vibe to terminate a Driver's Agreement; (D) arise out of, or relate to, Fares (as defined in this Agreement, including Vibe's commission or fees on the Fares), tips, or average hourly guarantees owed by Vibe to Drivers for Services, other than disputes relating to referral bonuses, other Vibe 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"), Vibe 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 Vibe 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. Vibe may have a right to an award of attorneys' fees and non-filing fee expenses if it prevails in an arbitration. Vibe will determine on a case by case basis if it will seek an award.
7. If the arbitrator issues you an award that is greater than the value of Vibe's last written settlement offer made after you participated in good faith in the optional negotiation process described in subsection (k) below, then Vibe will pay you the amount of the award or U.S. \$500, whichever is greater.

(f) Location and Manner of Arbitration.

Unless you and Vibe agree otherwise, any arbitration hearings between Vibe and a Rider will take place in the county of your billing address, and any arbitration hearings between Vibe 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 \$2500 or less, Vibe 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 \$2500, 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 Vibe 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 Vibe'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 Vibe. 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 Vibe 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 or (2) by certified mail, postage prepaid and return receipt requested, or by any nationally recognized delivery service (eg, UPS, Federal Express, etc.) that is addressed to:

General Counsel

Vibe Direct, LLC.

11807 Westheimer Rd., Suite 550-427, Houston, Texas 77077

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 Vibe Rides 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 Vibe Terms of Use that you agreed to prior to the effective date of this Agreement.

Cases may be filed against Vibe Rides 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 Vibe Rides 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 Vibe Rides under this Arbitration Agreement, you are agreeing in advance that you will bring all such claims, and seek all monetary and other relief, against Vibe Rides 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 Vibe Rides 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 Vibe Rides. 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 Vibe Rides’s business, operations and properties, information about a User made available to you in connection with such User’s use of the Platform, which may include the User’s name, pick-up location, contact information and photo (“Confidential Information”) disclosed to you by Vibe Rides 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 Vibe Rides in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to Vibe Rides with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by Vibe Rides 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 Vibe Rides; becomes known to you, without restriction, from a source other than Vibe Rides without breach of this Agreement by you and otherwise not in violation of Vibe Ride'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 Vibe Rides to enable Vibe Rides to seek a protective order or otherwise prevent or restrict such disclosure.

Relationship with Vibe Rides

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

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

Other Services

In addition to connecting Riders with Drivers, the Vibe Rides Platform may enable Users to provide or receive goods or services from other third parties. For example, Users may be able to use the Vibe Rides Platform to order a delivery of goods, purchase a digital item, request a carpool ride from a commuter going in your direction, or when travelling outside of the United States, to connect with local transportation platforms and request rides from local drivers (collectively, the "Other Services"). You



understand and that the Other Services are subject to the terms and pricing of the third-party provider. If you choose to purchase Other Services through the Vibe Platform, you authorize Vibe to charge your payment method on file according to the pricing terms set by the third-party provider. You agree that Vibe is not responsible and may not be held liable for the Other Services or the actions or omissions of the third- party provider. Such Other Services may not be investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Other Services accessed through the Vibe Rides Platform.

General

Except as provided in Section 17, this Agreement shall be governed by the laws of the State of Texas. This choice of law provision is only intended to specify the use of Texas law to interpret this Agreement and is not intended to create any other substantive right to non- Texans to assert claims under Texas 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 Vibe Rides, in our sole discretion by providing notice to you. Except as explicitly stated otherwise, any notices to Vibe Rides shall be given by certified mail, postage prepaid and return receipt requested to **Vibe Direct, LLC, 11807 Westheimer Rd, #550-427 Houston, Texas 77077**. Any notices to you shall be provided to you through the Vibe Rides Platform or given to you via the email address or physical you provide to Vibe Rides 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 Vibe Rides 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 Vibe Rides Platform or Services, please contact our Customer Support Team through our Action Desk.