



Rider Agreement- Legal

This Rider Agreement together with any and all of its Schedules and Attachments (**Terms**) detail the agreement between you and Vibe Direct LLC (Vibe Rides) governing your use of the Vibe Rides App and platform (**Rider App**) which facilitates the provision of point to point transportation services requested by you through the Rider App (**Transportation Services**).

In these Terms, "**you**", "**your**" and "**yours**" refer to the person using the Rider App and "**we**", "**us**" and "**our**" refer to Vibe Rides.

In order to access the Rider App and receive Transportation Services as a passenger you must register as a rider and agree to these Terms.

This agreement will come into effect on the date you register as a passenger of the Rider App and is a binding legal agreement between you and us.

This agreement must be read together with Vibe Rides *Rider Code of Conduct, Software Use and License Agreement, Complaint Handling Policy, Privacy Policy, Anti-Fraud Policy and Cancellation Policy.*

If you do not agree with these Terms you must not access or use the Rider App.

If you have any questions regarding these Terms please contact us at support@viberides.com

1. RIDER REGISTRATION

1.1 To be eligible to register on, and use, the Rider App you must:

(a) be over 18 years old and legally able to enter contracts;

(b) have a valid payment method; and

(c) agree to comply with these Terms and any requests from Vibe Rides to provide accurate and valid information relevant to your use of the Rider App.

1.2 You will be asked to allow Vibe Rides various permissions. If you are using the IOS system, you will be asked words to the effect of "Allow Vibe rides to access photos, media and files on your device" and if you are using the Android system, you will be asked words to the effect of "Storage permission is required by Vibe Rides. Including Read/Write/Delete External Storage". You acknowledge and give the necessary permissions to Vibe Rides including accessing your photos and files for the purpose of setting your profile picture and facilitating communication between you and the drivers.

1.3 You acknowledge and agree that Vibe Rides will collect, hold, use and disclose any personal information you provide to Vibe Rides, including credit related personal information, in accordance with our Privacy Policy.

1.4 You warrant that the information provided by you to us shall be true, accurate and complete and you acknowledge that Vibe Rides reserves the right to verify your information.

1. Vibe Rides reserves the right to refuse registration in its sole discretion.



2. OUR ROLE

2.1 You acknowledge that Vibe Rides is not an owner or operator of vehicles or an employer of drivers. You also acknowledge that Vibe Rides does not provide Transportation Services and is not a carrier or a common carrier. Unless explicitly specified otherwise, Vibe Rides responsibilities are limited to:

- (a) facilitating the use and availability of the Rider App; and
- (b) serving as the limited payment collection agent of each driver for the purpose of accepting and processing payments from passengers on behalf of the driver.

3. YOUR OBLIGATIONS

3.1 You agree that when you use the Rider App you will comply with:

- (a) all applicable local, state and national laws
- (b) these Terms including any Schedule or Attachment to these Terms including the *Rider Code of Conduct*;
- (c) our policies and procedures, including our *Complaint Handling Policy*, *Privacy Policy* and *Anti-Fraud Policy*; and
- (d) any relevant terms and conditions applicable to your use of the Rider App including without limitation *Vibe Rides RIDER Software Use and License Agreement* and any promotion or offer terms and conditions.

4. CHANGES TO TERMS

4.1 We may at any time in our sole discretion, propose changes to these Terms including any and all of its Schedules and Attachments or any other document referenced in these Terms. These changes will apply automatically from the time that they are made available to you or published on our website.

4.2 If you do not agree to a proposed change, you may terminate these Terms by deleting your account immediately without penalty or notice to us. You must cease using the Rider App.

4.3 If you continue to use the Rider App after changes have been made available to you or published on our website, or you indicate acceptance of a change provided with the notice, you will be taken to have accepted the change from the date you first do so.

5. CANCELLATIONS

5.1 You may cancel a booking request before the booking request is accepted by a driver without payment of a cancellation fee.

5.2 A cancellation fee may be payable by you if you cancel an accepted booking request in such circumstances as outlined in the Cancellation Policy (as may be amended or modified from time to time).

5. Vibe Rides Cancellation Policy are available in the Vibe Rides passenger app and platform.



6. COMMUNICATIONS

6.1 The Rider App allows you to contact a driver who has accepted your booking service request via call or message anonymously to facilitate the provision of Transportation Services. You acknowledge and agree that to enable this functionality, you will be asked to allow Vibe Rides to access to your media files. If you are using IOS system, you will be asked words to the effect of “Allow Vibe Rides to access photos, media and files on your device” and if you are using Android system, you will be asked words to the effect of “Storage permission is required by Vibe Rides. Including Read/Write/Delete External Storage”.

6.2 If you use this functionality Vibe Rides will record all communications (voice and text) made and received with drivers through the Rider App for safety, monitoring and quality assurance purposes. By using this functionality, you consent to Vibe Rides recording these communications.

7. REPORTING INAPPROPRIATE CONDUCT

7.1 If you have a driver who you feel is acting or has acted inappropriately, including but not limited to:

- (a) breaches of any applicable local, state or national law or regulation;
- (b) driving under the influence of alcohol or drugs;
- (c) appearing in any way to be unfit to drive;
- (d) discriminating or acting in an inappropriate way; or
- (e) engaging in threatening, abusive, offensive, violent or sexually inappropriate behavior or any other similar conduct,

you should immediately report that person to the appropriate authorities and then to us by contacting our customer service team at support@viberides.com. Further information is available in our *Complaint Handling Policy*.

8. PAYMENT

8.1 You will be liable to pay the fare for the Transportation Services provided to you for each booking request made and accepted by a driver. The fare amount or an estimate of the fare amount will be made known to you in the Rider App at the time you make the booking request and can be viewed during the provision of the Transportation Services. The fare may change depending on various factors such as the distance or duration of the trip, if you alter the destination or request a driver to make a stop or other detour during the provision of the Transportation Services or if you travel on a tolled road. The fare amount will also include any service or administration fees payable.

8.2 You agree to pay the fare in accordance with these Terms. You hereby authorize the collection of such amounts by charging the credit/debit card or other eligible payment methods provided as part of your registration, either directly by us or indirectly, via a third-party online payment processor.

8.3 You understand and agree that Vibe Rides, on behalf of the driver who provides the Transportation Services to you, reserves the right, in its sole discretion, to:

- (a) obtain a pre-authorization via your eligible payment method for the fare or any part thereof; or



(b) charge and refund your eligible payment method a nominal amount, not to exceed five dollars (\$5), to verify your payment method; and

(c) facilitate payment for the cost of repair or cleaning using your eligible payment method if your driver suffers loss such as vehicle or property damage as a result of your breach of the *Passenger Code of Conduct* or these Terms.

8. Vibe rides cannot control any fees that may be charged by your bank, credit/debit card company or payment method related to our collection of the fare and we disclaim all liability in this regard.

8.5 We act as the limited payment collection agent for drivers and except as provided under these Terms, you have no obligation or requirement to make any additional payment to a driver directly.

8.6 We may offer a refund in certain circumstances if we are required by law to provide you with a refund. In all other circumstances refunds will be offered in our sole discretion.

8.7 If you fail to meet your payment obligations under these Terms, Vibe Rides may disclose such credit information and credit related personal information to credit reporting bodies as permitted under the *Privacy Act* and the *Privacy (Credit Reporting) Code*.

9. LIABILITY

9.1 Subject to these Terms, the services provided by Vibe Rides are provided "as is" and "as available". To the fullest extent permitted by law, the Rider App and services provided by Vibe Rides are provided without warranty of any kind. We give no warranties as to the availability, performance or reliability of the Rider App at any time. You access and use the Rider App at your own risk.

9.2 By using the Rider App you agree that any legal remedy or liability that you seek to obtain for actions or omissions of any other parties will be limited to a claim against those other parties who caused you harm. This includes any loss or damage to you, your property, or to anyone else that occurs in connection with your use of the Transportation Services. Unless prevented by law, you agree not to attempt to impose liability on or seek any legal remedy from Vibe Rides with respect to such actions or omissions.

9.3 You acknowledge and agree that Vibe Rides does not provide Transportation Services to passengers. It is a technology based company which operates technology applications and platforms, and provides the related support services, to enable independent providers of point to point transportation to receive and fulfil requests for Transportation Services.

9.4 You acknowledge and agree that, by making a request for Transportation Services, you enter into an agreement for the provision of those services directly with the driver. Each request that you make gives effect to a separate agreement between you and the relevant driver. Unless prevented by law, you agree not to attempt to impose liability on or seek any legal remedy from Vibe Rides.

9.5 We shall have no responsibility for any personal or financial losses, costs, claims, damages, expenses or liabilities of whatever nature and however arising from the use of the Rider App and our services.

9.6 You acknowledge that we have the right in our sole discretion to suspend or terminate your use of the Rider App for breach of these Terms or for any reason that we consider appropriate.

9.7 Vibe Rides will not be liable for any incidental, special, exemplary, punitive, indirect or consequential loss or damage arising out of your use of the Rider App and our services or in relation to any



Transportation Service booked through the Rider App including but not limited to loss of income or revenue, loss of business, loss of profits or contracts, loss of data, loss of goodwill, personal injury or property damage even if we have been advised of the possibility of such loss.

9.8 Despite clause 9.7 and 9.10, subject to your rights at law, you indemnify and will keep indemnified Vibe Rides against all loss or damage suffered or incurred by you arising in connection with your use of the Rider App and our services or in relation to any Transportation Service you book through the Rider App.

9.9 Nothing in these Terms excludes or limits rights you have under the Consumer Protection Law (CPL). If you are a consumer (as defined by the CPL), certain goods and services provided to you under these Terms may come with certain consumer guarantees. If we fail to comply with those consumer guarantees, you may have rights against us which we are prohibited by law from excluding, restricting or modifying. Our liability for breach of any consumer guarantee applicable to our supply of goods or services, is (to the extent permitted by the CPL) limited to any one or more of the following, as determined by us:

(a) the supply of equivalent goods or services again; and

(b) the payment of the cost of acquiring equivalent goods or having the services supplied again.

9.10 Except for our obligations to pay any amount to you under these Terms, and to the extent permitted by applicable law, including the CPL, our maximum aggregate liability for any loss or damage suffered or incurred by you arising from or in connection with your use of the Rider App or in relation to the provision of Transportation Services to you will be limited to one thousand (\$1,000) USD.

10. SYSTEM REQUIREMENTS

10.1 To use the Rider App you must have any relevant hardware and software, and an internet data connection with location services activated. We cannot guarantee that the Rider App will operate on all mobile devices.

10.2 You are responsible for making all arrangements necessary for you to have access to the Rider App, Transportation Services and our services. You are responsible for all activity that takes place on the Rider App in your name or through your internet connection.

10.3 You may at times be required to download updates to or new versions of the Rider App when these are made available to continue using the Rider App.

11. INTELLECTUAL PROPERTY

11. Vibe RIDES has intellectual property rights in all content distributed by it alone or together with its partners, including, without limitation, software provided and related products or services, and such intellectual property rights are protected by law. The absence of a statement of ownership in certain content does not constitute the failure of VIBE Rides or any of its affiliates or partners to be entitled thereto or assert any rights thereto, and you shall respect the legitimate rights and interests of the rights holder and lawfully use such content in accordance with all laws, regulations and the principles of good faith.



12. LINKS TO OTHER WEBSITES

12.1 The Rider App may contain links to websites or web addresses of third parties and third-party services. While Vibe RIDES takes appropriate care in publishing links to any third-party services, you shall, at your own discretion, decide whether or not to access such links or accept such services. VIBE RIDES gives no undertakings or warranties with respect to the accuracy, completeness, adequacy and reliability of any information, data, opinions, pictures, statements or suggestions provided by such links. Vibe Rides does not have control over or assume any liability for third party websites, their content or their data use and retention policies or practices.

13. TERM

13.1 These Terms will commence on the date they are accepted by you (electronically or otherwise) and will continue until terminated by you or Vibe Rides.

13.2 We may this agreement in our sole discretion, at any time and effective immediately (that is, you will be prohibited from using the Rider App) for any reason whatsoever, including but not limited to a breach of any of these Terms.

13.3 You may terminate this agreement at any time by permanently deleting your user account and deleting the Rider App. If you terminate this agreement, you will not be able to use the Rider App or access Transportation Services.

13.4 If you terminate this agreement in accordance with clause 13.3, Vibe Rides will retain your personal information and account data for record keeping purposes in accordance with our Privacy Policy.

14. FORCE MAJEURE

14.1 In the case of a force majeure event, where Vibe Rides is the affected party it may temporarily suspend the performance of its obligations hereunder until the effect of such force majeure event ceases and shall bear no liability; provided, however, that it must use reasonable efforts to resolve such event. Force majeure means any unforeseeable or unavoidable (even if foreseeable) event beyond the control of the parties which prevents, affects or delays a party's performance of all or part of its obligations hereunder. Such events include but are not limited to those caused by acts of God, war, changes in policies, computer viruses, hacker attacks or suspension of services provided by telecommunication agencies.

15. GENERAL TERMS

15.1 You may not assign any agreement with us or these Terms without our prior written consent.

15.2 Supplemental terms may apply to certain Services. Such supplemental terms will be disclosed when Services to which they apply are offered. Supplementary terms are additional to these Terms.

15.3 We may give a notice under these Terms by posting a general notice on our website and/or the Rider App or by sending an e-mail or text message to the e-mail address or mobile phone number registered with your account.

15.4 If any term in these Terms is invalid or unenforceable they will be severed without affecting the enforceability of any other terms in any way.



15.5 Subject to these Terms, the failure or delay by a party to enforce any term of these Terms will not be deemed a waiver of such term.

15.6 These Terms are governed by the laws of United States of America (USA).

16. COMPLAINTS & DISPUTES

16.1 If you have any comments, feedback or a complaint regarding the Rider App, our services, Transportation Services or a driver, please contact us by emailing our customer service team at support@viberides.com

16.2 You understand and agree that any complaint or dispute in relation to the fare must be filed within twenty-one (21) days of the trip. You acknowledge and accept that any complaint or dispute filed outside this timeframe will not be considered by Vibe Rides.

16.3 If you have a concern regarding these Terms please contact us and inform us of the basis of your concerns. We will endeavor to resolve the dispute by negotiation with you. If we cannot settle the dispute, then you agree that you will use best endeavors to agree an appropriate dispute resolution process with us. This does not limit our rights under these Terms, including to limit, suspend, deactivate or cancel your use of the Rider App. We reserve the right to seek injunctive or other equitable relief.

Schedule 1 - PASSENGER CODE OF CONDUCT

Objective

Our Code of Conduct is built on the three pillars of safety, comfort and respect. We value your safety and the safety of our driver partners and have a no tolerance policy towards harassment, discrimination and inappropriate behavior.

This Code of Conduct seeks to ensure that you are aware of your obligations as a passenger using our service and that all passengers have a safe, comfortable and respectful journey.

We reserve the right to deactivate your account where you fail to comply with this Code of Conduct and/or charge you a fee where applicable on behalf of your driver.

1. Safety

To ensure a safe journey:

(a) Buckle up – wear a seatbelt at all times;

(b) Never distract the driver – your driver needs to focus on the road so refrain from loud or erratic behavior that is likely to be distracting;

(c) Do not travel with hazardous articles – the driver may refuse to transport articles they consider to be prohibited, hazardous, inappropriate or inconvenient including but not limited to any kind of weapon; and



(d)Obey the law – abide by the law at all times and do not encourage your driver to break the law. Vibe Rides has no tolerance for violations of the law, such as possession of prohibited drugs, possessing open containers of alcohol, consuming alcohol or asking your driver to exceed the applicable speed limit.

2. Comfort

2.1 To ensure that all passengers enjoy a comfortable journey:

(a)Take care with property – be sure not to damage a drivers' property, such as by vandalizing the car or vomiting;

(b)Don't smoke – smoking in the driver's vehicle is prohibited at all times;

(c)Do not photograph, record sound or video, or live stream when using the service without the prior consent of the driver; and

(d)Don't make a mess and tidy up after yourself – avoid carrying open food and drink containers (which can spill and create an unpleasant journey for subsequent passengers) and be sure to take all rubbish with you when your journey has come to an end.

2.2 If your driver suffers loss from vehicle or property damage as a result of your breach of any of the above paragraphs of the Terms, you are responsible for the cost of repair and/or cleaning of the vehicle.

3. Respect

To ensure that passengers and drivers enjoy a mutually respectful journey:

(a)Be on time for your ride - always try to be on time so your driver is not left waiting;

(b)Be courteous – treat your driver and other passengers as you would like to be treated;

(c)Don't be inappropriate – avoid all inappropriate behavior, such as abusive language or gestures, sexual innuendo and advances, and any disrespectful or aggressive comments or conduct;

(d)Avoid personal contact – for everyone's safety, you should not contact drivers other than through the Rider App and only in relation to your journey; and

(e)Don't harass or discriminate others – we have a zero-tolerance policy for discriminatory language or conduct of any kind. Discrimination against drivers or other passengers includes but is not limited to discrimination based on race, ethnicity, religion, gender, sexual orientation, disability, nationality and age.

Our driver partners have the option to rate passengers at the completion of each journey and may report any passenger behavior that contravenes this Code of Conduct. We assess each driver report of passenger misconduct to determine the most appropriate response.

We reserve the right to deactivate your account and refuse to facilitate the provision of Transportation Services where you fail to comply with this Code of Conduct.

Last update: November 2019

