

Terms of Service

Last Updated: May 1, 2021

This "Agreement" is comprised of these Terms of Service ("Terms") as well as the then-current Owner Terms, Renter Terms, Fee Schedules, and any other ReadyDrive policies. This Agreement legally binds you, as listed in your registration form ("you") and ReadyDrive LLC and its affiliated companies ("ReadyDrive," "we," or "us"). If you do not agree to any of these terms or any future provisions of this Agreement, then you may not use or access the ReadyDrive mobile, tablet and other smart device applications, websites, content, products, and services (collectively, the "Services"). By accessing or using the Services, you agree to comply with, and be legally bound by, these Terms, whether or not you become a registered user of the Services.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. YOU UNDERSTAND AND AGREE THAT READYDRIVE IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN GUESTS AND HOSTS, NOR IS READYDRIVE A TRANSPORTATION SERVICE, AGENT, OR INSURER. READYDRIVE HAS NO CONTROL OVER THE CONDUCT OF GUESTS OR HOSTS AND OTHER USERS OF THE SERVICE AND DISCLAIMS ALL LIABILITY IN THIS REGARD. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

Privacy

Your use of www.ReadyDrive.com is subject to ReadyDrive's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Security

We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

Scope of Services.

- The Services collectively comprise a peer-to-peer marketplace that connects owners ("Owners") of Vehicles (as defined below) with drivers seeking to rent such Vehicles ("Renters") Renter and Owners

may be collectively referred to as “Members”). The Services enable Owners to publicize that their Vehicles are available to rent (each, a “Listing”), and to communicate and transact directly with Renters seeking to rent such Vehicles. As the provider of the Services, ReadyDrive does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Listings. Owners alone, and not ReadyDrive, are responsible for their Listings. When Owners and Renters enter into an agreement to rent a Vehicle, they are entering into a contract directly with each other. ReadyDrive is not and does not become a party to or other participant in any contractual relationship between Owners and Renters. ReadyDrive is not acting as an agent in any capacity for any Owner or Renter.

- ReadyDrive has no control over and does not guarantee (i) the performance or conduct of any Owner, Renter or third party; (ii) the existence, quality, safety, suitability, or legality of any Listings; or (iii) the truth or accuracy of any Listing descriptions, ratings, reviews, or other Member-created content. ReadyDrive does not endorse any Owner, Renter or Listing. You should always exercise due diligence and care when deciding whether to rent or offer for rent a Vehicle, or communicate and interact with other Owners and Renters, whether online or in person.

- The Services are made available solely for your personal, noncommercial use. YOU ACKNOWLEDGE THAT YOUR ABILITY TO OBTAIN TRANSPORTATION SERVICES THROUGH THE USE OF THE SERVICES DOES NOT ESTABLISH READYDRIVE AS A PROVIDER OF TRANSPORTATION SERVICES OR AS A TRANSPORTATION CARRIER.

Modification

ReadyDrive reserves the right, in its sole discretion, to modify these Terms from time to time. If we make changes to these Terms, we will post the revised Terms at this location and update the “Last Updated” date at the top of these Terms. We will also provide you with notice of the modifications by email before the date they become effective. Your continued access or use of the Services after we have posted a modification or have provided you with notice of a modification, constitutes your acceptance and agreement to be bound by the modified Terms. If the modified Terms are not acceptable to you, your sole recourse is to stop using and accessing the Services.

Eligibility and Verification

- The Services are intended solely for legally licensed drivers twenty-one (21) years of age or older, and any use of the Services by anyone under 21 is strictly prohibited and in violation of this Agreement. The Services are not available to any terminated or disqualified user that has been previously prohibited from using them. By becoming a Member, you represent and warrant to ReadyDrive that (i) you have the legal right to enter into this Agreement and to use the Services; (ii) your activities with ReadyDrive will not violate anyone else’s rights; and (iii) you will comply with all applicable laws and regulations.

- ReadyDrive may make the access to and use of the Services, or certain features of the Services, subject to certain conditions or requirements to be determined in ReadyDrive’s sole discretion, including completing a verification process and/or background check, meeting specific quality or eligibility criteria, meeting ratings or reviews thresholds, or rental and cancellation history. We may, but have no obligation to, (i) ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members, (ii) screen Members against third party databases or other sources and request reports from

service providers, and (iii) obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).

License and Ownership

- Subject to your compliance with these Terms, ReadyDrive grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by ReadyDrive.

- To use the ReadyDrive Software, you must have a mobile device that is compatible with the ReadyDrive Service. ReadyDrive does not warrant that the ReadyDrive Software and/or ReadyDrive Service will be compatible with your mobile device.

- You acknowledge that ReadyDrive may from time-to-time issue upgraded versions of the ReadyDrive Software and may automatically electronically upgrade the version of the ReadyDrive Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and your continued use of the ReadyDrive Software or Service constitutes your agreement to the terms and conditions of this Agreement will apply to all such upgrades.

- The Services and all rights therein are and shall remain ReadyDrive's property. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner ReadyDrive's company names, logos, product and service names, trademarks, or services marks. For the avoidance of doubt, except as part of the intended use of the Services, you must not copy, distribute, make available, publicly perform, display, or create any work based on the content available on or through the Services, or exploit such content in any way, in whole or in part.

Registration

- In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). Account registration may require you to submit to ReadyDrive certain personal information, including your name, address, mobile phone number, age, driver's license number, social security number and such other information as ReadyDrive may request in its sole discretion, as well as at least one valid payment method supported by ReadyDrive. ReadyDrive may use third party services to verify the information you provide to us and to obtain additional related information and corrections where applicable and, subject to ReadyDrive's Privacy Policy, you hereby authorize ReadyDrive to request, receive, use, and store such information. You agree to provide accurate, current, and complete information during the registration process and to keep your Account up to always date. ReadyDrive has the right to approve or reject any proposed account in its sole discretion.

- You may not assign or otherwise transfer your Account to another party. Unless otherwise permitted by ReadyDrive in writing, you may only register and possess one Account.

- You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. You must immediately notify ReadyDrive if you know or have any reason to suspect that your Account username and password have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or

suspected unauthorized use of your Account. You are liable for any and all activities conducted through your Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

Member Content

○ ReadyDrive may allow Members to create, post, send, receive, and store content, feedback, reviews, comments, questions, pictures, videos, audio and other content or information (any such materials a Member submits, posts, displays, or otherwise makes available on the Services is referred to as "Member Content"). Unless otherwise required by law, we will not have any obligation to hold in confidence any Member Content that you submit or post to the Services or otherwise provide to us. By sharing, submitting, and uploading any Member Content, you grant ReadyDrive a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sublicensable and transferable license to use, copy, distribute, display, publish, perform, sell, lease, transmit, adapt, translate, modify, reverse-engineer, disassemble and create derivative works from, your Member Content in any legal manner for the benefit of ReadyDrive. You irrevocably waive and agree not to assert any rights that you have to prevent us from exploiting the rights granted in this Section. You also grant us the right to use and display the name that you submit with any Member Content in connection with such Member Content. You acknowledge and agree that you are solely responsible for all the Member Content that you make available through the Services. Accordingly, you represent and warrant that: (i) you have all rights, licenses, consents and releases necessary to grant ReadyDrive the required rights to disseminate any Member Content; and (ii) neither your Member Content nor your posting, uploading, publication, submission or transmittal of this Member Content or ReadyDrive's use of your uploaded Member Content (or any portion thereof) on, through or by the means of the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

○ You agree to not provide Member Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by ReadyDrive in its sole discretion, whether or not such material may be protected by law. ReadyDrive may, but shall not be obligated to, review, monitor, disable or remove Member Content, at ReadyDrive's sole discretion and at any time and for any reason, without notice to you.

Ratings and Reviews

○ Owners and Renters may be able to publish a public review and/or rating about each other. Any such ratings and reviews reflect the opinion of individual Members and not of ReadyDrive. Ratings and Reviews and are not verified by ReadyDrive for accuracy.

○ Ratings and reviews by Owners and Renters must be fair, truthful, and factual and may not contain any offensive or defamatory language. Members are prohibited from manipulating the ratings and reviews system in any manner.

Use; Prohibited Conduct.

○ You agree to comply with all applicable laws when accessing or using the Services. Use of the Services for any illegal purpose, or any other purpose not expressly permitted in these Terms, is strictly prohibited. Without limitation, you will not: (i) reproduce, distribute, display, create derivative works of or transmit the content of the Services; (ii) use the Services commercially, for benchmarking, or to

compile information for a product or service; (iii) modify or translate any part of the Services; (iv) reverse engineer, decompile, create derivative works of, modify, disrupt, tamper with or disassemble the technology used to provide the Services, or otherwise attempt to obtain source code; (v) attempt to bypass, modify or defeat any of the security features of the Services; (vi) remove or alter any copyright, trademark or other proprietary notice contained on the Services; (vii) interfere with or damage the Services or our servers; (viii) impersonate or misrepresent your affiliation with a person, entity or organization; (ix) attempt to obtain any materials or information not intentionally made available through the Site by any means; (x) collect, manually or through an automatic process, information about or of other users or the Services; (xi) submit false or misleading information to us or post material that violates, misappropriates or infringes a third party's intellectual property or other rights; (xii) interfere with any third party's ability to use or enjoy, or our ability to provide, the Services; (xiii) frame, inline link, or similarly display the Services; (xiv) use the Services to cause, directly or indirectly, nuisance, annoyance, inconvenience, or property damage, including to any Vehicle rented through use of the Services or otherwise; (xv) harass any other Member or collect or store any personally identifiable information about any other Member other than for purposes of accessing or using the Services and in accordance with these Terms; (xvi) engage in physically or verbally abusive or threatening conduct; or (xvii) assist or encourage any third party in engaging in any activity restricted by these Terms. ReadyDrive reserves the right, but has no obligation, to monitor your use of the Services for compliance with these Terms.

Third Party Links

○ The Services may contain links to third party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by ReadyDrive. We do not endorse any such sites, or the information, materials, products, or services contained on or accessible through such sites. We have no control over, no obligation to monitor, assume no responsibility for, and will not be liable for, the content, privacy policies or practices of any third-party websites or services. If you access a third-party website from the Services, you do so at your own risk, and you understand that this Agreement does not apply to your use of such sites. You expressly relieve us from any and all liability arising from your use of any third-party website or services, or third party owned content. Additionally, your dealings with or participation in promotions of advertisers found on the Services, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that we shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers. We encourage you to be aware of when you leave the Services and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

Consumer Report Authorization.

When you attempt to book or list a vehicle, or at any time after where ReadyDrive reasonably believes there may be an increased level of risk associated with your ReadyDrive Account, you hereby provide ReadyDrive with written instructions and authorize ReadyDrive, in accordance with the Fair Credit Reporting Act, applicable consumer reporting laws, or any similar laws to obtain your personal and/or business auto insurance score, credit report, and/or conduct a background check, including a criminal background check where permissible under applicable law.

Pricing

Owners will have the ability to set and revise the pricing an Owner chooses. ReadyDrive will pay an Owner the amount collected from Renters that book an Owner's vehicle, less the applicable fees and taxes payable to ReadyDrive. ReadyDrive also reserves the right to offset and deduct amounts owed by an Owner to ReadyDrive from any payment made by Ready Drive to an Owner..

Payment

- You agree to pay all fees and other charges for the Services as and when due. Current prices are set forth in our Fee Schedule. Stated prices do not include any customs duties, sales, use, value-added, excise, federal, state, local or other taxes. You are solely responsible for the payment of such taxes related to your purchase. We have the right to charge you for any taxes that we are required to pay or in fact collect related to your purchase. You authorize us to charge your credit card for amounts due under this Agreement, and we reserve the right to use the payment information you provide us in connection with this payment to provide better service to you should you wish to use our service again in the future and to protect us from fraud and other losses. Completion of a payment transaction is contingent upon (i) your providing complete personal, account, transaction and any other information needed; (ii) authorization of the payment by your credit or debit card company; and (iii) acceptance of your payment.
- We may, in our sole discretion, cancel your payment at any time by providing notice to you through your contact information or by a notice when you attempt to make a payment. We may cancel a payment or prevent you from initiating future payments for any reason, including if you use the Services in breach of applicable law or regulation, or of these Terms.
- In addition to the amount due, delinquent Accounts and/or chargebacks will be charged with fees and/or charges that are incidental to the collection of delinquent Accounts and/or chargebacks including, but not limited to collection fees and/or convenience fees and/or other third parties charges. Members hereby explicitly agree that all communication in relation to delinquent Accounts will be made by electronic mail or by phone, as provided to ReadyDrive by Members. Such communication may be made by ReadyDrive or by anyone on its behalf, including but not limited to a third-party collection agent.

DISCLAIMER

- This Agreement describes all of ReadyDrive's obligations in the event of any loss or damage resulting from your use of the Services. The terms below apply, unless expressly contradicted by law, regulation, or terms applicable to Services, in which case such law, regulation or terms will apply.
- READYDRIVE PROVIDES A MARKETPLACE THAT ENABLES VEHICLE USAGE BETWEEN VEHICLE OWNERS AND VEHICLE RENTERS. READYDRIVE DOES NOT PROVIDE VEHICLE RENTAL SERVICES AND IS NOT RESPONSIBLE FOR ANY OF THE ACTS OR OMISSIONS OF ANY OF THE USERS OF ITS MARKETPLACE, VEHICLE OWNERS, THE VEHICLE MANUFACTURER OR ANY THIRD-PARTY PROVIDER OF SERVICES (E.G., IN-VEHICLE GPS OR OTHER SYSTEMS). EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS," AND READYDRIVE DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE VEHICLES AND OTHER PRODUCTS AND SERVICES PROVIDED BY OR THROUGH READYDRIVE, WHETHER SUCH WARRANTIES ARE EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. READYDRIVE MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR SECURE OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. USE OF THE SERVICES AND USE OF ANY VEHICLES THROUGH THE MARKETPLACE IS AT YOUR OWN RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM READYDRIVE OR ITS AGENTS OR REPRESENTATIVES WILL CREATE ANY EXPRESS WARRANTY. READYDRIVE MAKES NO GUARANTEES REGARDING THE AVAILABILITY, QUALITY, OR CHARACTERISTICS OF ANY VEHICLES.

- If READYDRIVE chooses to conduct identity verification or background checks on any Member, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Member or guarantee that a Member will not engage in misconduct in the future.

- IN NO EVENT WILL READYDRIVE BE LIABLE TO YOU FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL, OR SIMILAR DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF THE CAUSE OF ACTION ON WHICH THEY ARE BASED, INCLUDING WITHOUT LIMITATION, CLAIMS FOR LOSS OF GOODWILL OR LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. READYDRIVE'S AGGREGATE LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL IN NO EVENT EXCEED THE GREATER OF THE AMOUNTS YOU PAID TO READYDRIVE WITHIN THE 12 MONTHS PRECEDING THE DATE THE CLAIMS ARE BROUGHT UNDER THIS AGREEMENT OR \$100.

- SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. THIS AGREEMENT SETS FORTH CERTAIN RIGHTS AND RESPONSIBILITIES. SOME STATES MAY PROVIDE YOU WITH OTHER SPECIFIC LEGAL RIGHTS. THE TERMS OF THIS SECTION WILL APPLY ONLY TO THE EXTENT ALLOWED BY APPLICABLE LAW.

Insurance Coverage

- ReadyDrive does not act, nor is it, an insurance carrier. ReadyDrive is a technology company that does not underwrite insurance programs and does not process or pay claims. ReadyDrive works with various insurance carriers who offer to provide coverage for approved renters, and eligible Vehicles using ReadyDrive's technology.

- Owner agrees that in order to be eligible to participate in this program that it shall maintain a liability and collision insurance policy. Owner further agrees it will seek compensation for damages related to its participation in the Program solely to Owner's insurance policy. Owner is responsible for all deductibles under its policy.

- Renter will automatically receive the following insurance coverage as part of its rental:
 - Bodily Injury \$30,000 per person/\$60,000 per incident
 - Property Damage \$25,000

- Renter agrees that it has physical damage insurance and that it will look solely to that insurance policy in the event of any claims arising from the rental. In the event Renter does not have insurance it must purchase the physical damage coverage offered by Ready Drive. Failure to provide proof of insurance or purchase of the policy offered by Ready Drive will prohibit Renter from being able to rent a vehicle through this program. Renter is responsible for all deductibles under its policy.
- If Renter's physical damage coverage does not cover use of a rented vehicle, Renter agrees to contract with an insurer through the Program to receive the following coverage while their Vehicles are being rented: Physical Damage--\$60,000 per incident Uninsured/Underinsured Motorist Coverage.
- Renter may also purchase supplemental liability coverage in the amount of \$110,000/\$300,000/\$100,000.
- "Eligible Vehicle" is defined as a vehicle that has been vetted using ReadyDrive's technology, and has been deemed fit for the program.
- Coverages listed above are solely available for eligible Vehicles while the Vehicle has been marked as "Under Operation" (see section "Under Operation" for more details).

Indemnification

- You agree to defend, indemnify and hold harmless ReadyDrive, its affiliates and their respective directors, officers, employees, contractors and agents (the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, fees, costs and expenses (including attorneys' fees) incurred in connection with any third party claim brought or asserted against any of the Indemnified Parties: (a) alleging facts or circumstances that would, if true, constitute a violation of (i) any provision of this Agreement by you, (ii) an applicable law, rule or regulation by you, or (iii) any third party's rights by you; (b) arising from or related to any other party's access and use of the Services with your unique username and password, unless such access and/or use was not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials); (c) arising from or related to our use of your Member Content in the context of the Services; or (d) arising from, related to, or connected with your use or misuse of the Services. We may, in our sole and absolute discretion, control the disposition of any such claim at your sole cost and expense. You may not settle any such claim without our express written consent.

Dispute Resolution and Arbitration

- This Agreement and each of its parts evidence a transaction involving interstate commerce, and the United States Arbitration Act applies in all cases and governs the interpretation and enforcement of the arbitration rules and arbitration proceedings. Any claims arising out of, relating to, or connected with this Agreement must be asserted individually in binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Agreement and the AAA Supplementary Procedures for Consumer-Related Disputes (including, without limitation, utilizing desk, phone, or video conference proceedings where appropriate and permitted to mitigate costs of travel) in Delaware. The arbitrator shall not conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals. The arbitrator, and not any federal, state, or local court or

agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable or a particular claim is subject to arbitration. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. There are only two exceptions to this arbitration agreement:

- First, if we reasonably believe that you have in any manner violated or threatened to violate this Agreement, we may seek injunctive or other appropriate relief in any court of competent jurisdiction.

- Second, any claim of \$1,000 or less may, at the option of the claiming party, be resolved in small claims court in Nassau, New York if the claim and the parties are within the jurisdiction of the small claims court.

- BY AGREEING TO THESE TERMS, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A COURT TRIAL (OTHER THAN SMALL CLAIMS COURT AS PROVIDED ABOVE) OR TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST US AND/OR RELATED THIRD PARTIES.

- REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SERVICES OR THE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES OR IT WILL BE FOREVER BARRED.

Termination

- You may terminate your participation in the Services at any time, for any reason or no reason, by delivering email or other written notice of termination. ReadyDrive may terminate your participation in the Services at any time, for any reason or no reason, without explanation. We may, in our discretion, for any reason or no reason, bar your use of the Services in the future. This Agreement will remain in effect after your participation in the Services terminates.

Governing Law

- This Agreement, your use of the Services, and any other matter relating to ReadyDrive will be governed by the laws of New York, without regard to conflict of laws principles.

Relationship

- Your relationship with ReadyDrive is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner for any reason, and each party shall act exclusively on their own behalf and for their own benefit, and not on behalf, or for the benefit, of any other party.

No Waiver

- ReadyDrive's failure to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement, or any part hereof, or the right of ReadyDrive thereafter to enforce each and every provision in accordance with its terms.

Assignment

○ You may not assign or otherwise transfer this Agreement or any of your rights and obligations hereunder without ReadyDrive's prior written consent. ReadyDrive may freely assign, transfer, or delegate this Agreement and any of its rights or obligations hereunder.

Severability

○ If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

Interpretation

○ This Agreement will not be construed against the drafter. "Include(s)" or "including" means, respectively, "include(s) without limitation" or "including without limitation," unless expressly stated otherwise.

Notices

○ Unless otherwise expressly stated, we may deliver notice to you by e-mail, posting a notice on the ReadyDrive website or any other method ReadyDrive chooses, and such notice will be effective on dispatch.

TERMS APPLICABLE TO RENTERS.

The following Terms apply if you are a Renter.

Use of the Vehicle

○ You may not access a Vehicle made available through the Services (a "Vehicle") until the beginning of your usage period. Vehicles are not for any commercial purposes. You must exercise exceptional care in your use of the Vehicle. This includes no smoking, maintaining the cleanliness of the Vehicle, and no non-emergency hard braking or unnecessary aggressive maneuvers. You must comply with all applicable laws, rules, and regulations in your use of the Vehicle. Without limitation, you and your passengers are required to wear seatbelts during the operation of the Vehicle. You are also required to meet any laws or regulations concerning car seats and other protections for young passengers. ReadyDrive may otherwise publish a list of "Prohibited Uses" of any Vehicle used through the Services. You will be fully responsible for any claims, loss, excessive wear, or damage related to your misuse of a Vehicle. Only the person who has been authorized by ReadyDrive for the usage period may operate the Vehicle and the person may not let others operate the Vehicle. Violating the terms set out in this section may result in additional fines.

Termination of Use

○ ReadyDrive may terminate your reservation or use of a Vehicle at its discretion at any time and require the return of the Vehicle, including recovering the Vehicle on behalf of the Owner. If such termination is the result of your suspected breach of the Agreement, you will be charged all applicable

fees, including the full cost of your reservation as well as termination of further use of the Service. If it is for other reasons, we will refund a pro-rata, unused portion of any pre-paid fees.

Return

- You must return the Vehicle on time and to the pre-designated location as outlined by the Owner prior to the end of the usage period or as otherwise communicated to you by ReadyDrive. Your Vehicle must be returned with a fuel level equal to or greater than the level at the start of the usage period.

Condition of the Vehicle upon Return

- You understand that the Vehicles offered through the Services are owned by Owners and are not owned or maintained by ReadyDrive. The Renter and Owner are required to complete a visual inspection of the reserved Vehicle before the Renter begins use of the Vehicle. The Renter and Owner shall jointly agree and document any pre-existing damage and excessive wear for which the Renter shall not be liable. If the Renter finds damage during the inspection of the Vehicle prior to the usage period and fails to report it, ReadyDrive may assume that the damage occurred during the usage period. Unless limited by state law, ReadyDrive holds the Renter responsible for damage to, or loss or theft of, the Vehicle including any part of optional accessory, regardless of fault or negligence. The Renter shall pay the amount necessary to repair the Vehicle. If the Vehicle is stolen and not recovered, or determined to be salvage, the Renter shall pay the retail value of the Vehicle immediately preceding the loss. Unless prohibited by law, the Renter is also responsible for other costs including but not limited to; loss of use, administrative fees, diminishment of value, towing, storage and/or impound fees and other costs to recover the Vehicle and establish damages. As such, the Renter may be subject to damage-related fees and insurance claims, and you hereby authorize ReadyDrive to charge your payment card for any such damages and fees. If, after the initial inspection and prior to the commencement of the usage period, the Renter believes that the Vehicle is not safe to operate, do not use the Vehicle; in that event, please contact ReadyDrive immediately. Consequently, the Renter will not be responsible or liable for reservation commitments. The Renter will under no circumstances make any change or repairs to the Vehicle.

Renter Incident Reporting

- Renters must immediately report any damage, ticket, or violation to the Owner of the Vehicle, ReadyDrive, and to the police if there is a Vehicle accident. Renter will need to use all reasonable efforts to secure evidence from any available witnesses and to provide ReadyDrive with a written description of the incident and any other information such as photos, including identity and insurance information of any parties involved in the incident. You are also required to cooperate in any loss investigation conducted by ReadyDrive, our claims administrators, or insurers. After an incident, you may not continue to use the Vehicle unless you have the explicit permission of the Vehicle Owner and authorized ReadyDrive staff. Failure to immediately report an incident may reduce or invalidate protection offered by ReadyDrive.

Insurance Coverage

- You are fully responsible for paying any damages not covered by your personal insurance, as well as insurance deductibles, fees, expenses, liens, and fines arising out of your use of a Vehicle. If

ReadyDrive advances any payment on your behalf, you will continue to be responsible for such amounts and will adhere to ReadyDrive's schedule for repayment of those amounts to ReadyDrive.

Tracking

○ Vehicles listed and rented on ReadyDrive may be equipped with tracking technology. You hereby consent to tracking of any such Vehicle. You may not remove, tamper with, disable, or damage any such device. Doing so will incur a fine and other penalties or action. You will be solely responsible for the cost of any lost, stolen, or damaged device.

Tickets, Violations and Tolls

○ It is the responsibility of the Renter to pay all tickets, fines and tolls issued while the Renter is in possession of the Vehicle. If after the Vehicle has been returned and all payments have been collected and it has been determined that there are any outstanding tickets, violations, or tolls, you authorize ReadyDrive to charge the credit card you have provided for the amount needed to cover the ticket, violation or toll and our processing fee, up to 90 days after the end of the usage period. Upon your request, we will provide you with a copy of the ticket, violation or toll which lists any applicable fees. You are responsible for towing fees, repairs, liens and impound costs associated with unauthorized towing of the Vehicles. Improper towing of Vehicles can result in serious mechanical damage. You will be responsible for all such fees and damage expenses.

TERMS APPLICABLE TO OWNERS.

The following Terms apply if you are an Owner. You also agree to cooperate with the provision, return, and other issues relating to your Vehicle, as provided elsewhere in this Agreement.

Eligible Vehicles.

ReadyDrive reserves the right to determine whether a Vehicle is eligible for offering through the Services. ReadyDrive may remove a Vehicle at any time in its sole discretion. Further, you may offer only private passenger motor vehicles, including mini-vans and sport utility vehicles," through the Services.

Vehicle Registration.

When registering your Vehicle on ReadyDrive, you will be required to provide specific information about the Vehicle, including vehicle identification number ("VIN"), current mileage, and zip code of registration. You must provide complete and accurate information to ReadyDrive. ReadyDrive may use third party agencies and services to verify information you provide to ReadyDrive and will obtain additional related information and corrections where applicable. You further hereby authorize ReadyDrive to request, receive, use, and store such information. ReadyDrive may accept or reject your registration application for any reason.

Information Given at Registration

When you sign up for ReadyDrive, you will specify the VIN of a particular passenger vehicle(s) that you want to list for use through the marketplace. Each prospective Vehicle must meet the minimum requirements provided by ReadyDrive. Prior to acceptance, ReadyDrive, as part of the Vehicle

registration process, may conduct a vehicle inspection, verify vehicle registration with the DMV, verify vehicle insurance and photograph your vehicle. Additionally, ReadyDrive may enroll your Vehicle with a fleet tracking service during usage to ensure compliance with our Renter policies. You may only use the Services in connection with Vehicles that you own or otherwise have all the necessary rights and permissions to provide usage to Renters.

Vehicle Reservations

Within [72] hours of a ReadyDrive Renter's reservation request of an Owner's Vehicle, it is the Owner's responsibility to "accept" or "decline" the reservation request. If you accept a reservation and it is booked, you are required to make direct contact with the Renter to formalize the necessary pick-up and return arrangements. The Owner is required to make the Vehicle available as expected by the Renter within a [1] hour timeframe of the agreed upon pickup time. The Owner must also arrange with the Renter, prior to the usage period, the necessary pickup and return location and logistics. At the Owner's discretion, third party services may be utilized to facilitate the pickup and return process. Unless these services have been secured through ReadyDrive, the use of third-party services is at the Owner's risk. Any changes in pickup and/or return locations and/or times shall be addressed directly with the Renter. Owner-initiated cancellations must be completed [48] hours prior to the commencement of the usage period. Owners who cancel confirmed reservations less than [48] hours prior to usage commencement may be subject to an improper reservation cancellation fee and/or removal from the ReadyDrive marketplace for repeated occurrences.

Pickup and Drop-off

It is the responsibility of the Vehicle Owner to personally or through a certified proxy, conduct a vehicle inspection with the Renter prior to the usage period to mutually record pre-existing damage and excessive wear. At the conclusion of the usage period, the Vehicle Owner or certified proxy must conduct a post usage inspection with the Renter to record any new damage or excessive wear. All information collected from the pre- and post-usage inspections must be recorded and made available to ReadyDrive. As part of the pickup process, the Owner shall instruct the Renter on how best to safely operate the Vehicle and how to reduce the risk of Vehicle damage during use.

Usage Fees

Each Owner may set and update the Vehicle's usage rates. ReadyDrive will pay the Owner the amount collected from those who use the Vehicle, less the applicable fees payable to ReadyDrive, as well as any taxes or other charges that ReadyDrive collects. ReadyDrive will pay the Owner all of the fees due on the [10th] day of the month for the prior month's usage, provided that ReadyDrive may impose minimums for each payment. To the extent you owe ReadyDrive money for any reason, ReadyDrive also reserves the right to deduct those amounts from the Owner's payment. Owner is fully responsible for all taxes relating to or arising out of usage transactions under this Agreement. ReadyDrive will need certain information from the Owner to ensure that we can report income paid as required by law. ReadyDrive may withhold payments until we have received that information from the Owner.

Maintenance

Each Owner is required to routinely visually inspect the Owner's Vehicle for any defects that may impair operations or safety and have the Vehicle properly serviced as indicated by the manufacturer. The

Owner always agrees that, the Vehicle will be in safe and roadworthy condition, in good mechanical condition, and in full compliance with all applicable state inspection and registration requirements, as well as manufacturer requirements and recommendations. The Owner agrees to promptly service the Vehicle per any recall or similar safety notices. If ReadyDrive believes the Owner's Vehicle does not conform to reasonable standards, ReadyDrive will notify the Owner and may restrict the usage of the Vehicle on the ReadyDrive site until all outstanding items have been resolved. Owners who have made or will make vehicle modifications with aftermarket products such as engine modifications, exhaust systems, custom wheels, suspension modifications, body components, window tinting, taillight tinting, etc. are responsible for both the safety and compliance with state and local vehicle laws. Owners will be responsible for all citations related to vehicle modifications as noted above.

Damage Remediation

ReadyDrive encourages Owners and Renters to resolve matters in a mutually satisfactory manner. All outcomes from such an agreement must be documented and sent to ReadyDrive as indicated in the section related to Post-Usage Reporting. In the event that an Owner and Renter cannot resolve a matter, ReadyDrive may issue a report recommending the financial accountability based on an independent investigation of the Vehicle's damage or other loss. If the parties still do not agree, they will submit to binding arbitration, as set forth above. If ReadyDrive deems it necessary, ReadyDrive may engage the appropriate insurance companies to cover any incremental costs. RENTERS AND OWNERS AGREE TO HOLD READYDRIVE HARMLESS FROM AND AGAINST ANY CLAIMS RELATED TO ANY DISPUTES BETWEEN THEM.

Physical Damage

ReadyDrive is not responsible for any personal property, including any after-market installations (e.g., GPS, radar detector, equipment racks, etc.), that are taken from your Vehicle or damaged during a usage period. We recommend that Owner remove all personal property before making the Vehicle available for a reservation. In addition, you should expect normal wear and tear on your Vehicle, including minor scratches, in connection with your participation in the marketplace. To the extent allowed by applicable law, ReadyDrive will not reimburse you for normal wear and tear to your Vehicle.

Post-Usage Reporting

Upon Vehicle return, the Owner and Renter are required to conduct a "Return Inspection" in order to complete the usage transaction. If damage or excessive wear and tear has occurred to the Owner's Vehicle during the usage period, the Owner and Renter are required to report the specific information to ReadyDrive prior to completing the "Return Inspection." ReadyDrive will note the damage details in the rental transaction record. If necessary, ReadyDrive or its designated third party may investigate damages related to the report. Both the Renter and the Owner will provide requested information and cooperate in any investigation.