

360 Care LLC

Terms of Service

Last Updated: December 7, 2017

Terms of Use

If you are using the 360 Care Site or Mobile App, you are contracting with 360 Care, LLC (“360”) with respect to the use of the 360 Site or Mobile App. The terms of this contract are set forth in these Terms and related materials.

360 licenses (but does not sell) an online platform and related programs to allow individuals or entities to schedule Transportation Services. The 360 platform is accessible at www.360Careride.com (the “Site”) and also as an application for mobile devices (the “Mobile App”). These Terms govern your access to and use of this Site, the Mobile App, and all content therein, and constitute a binding legal agreement between you and 360. Please also read carefully our privacy policy at www.360Careride.com, which is incorporated into these Terms of Service by reference. If you do not agree to these terms, you have no right to obtain information from or otherwise continue using the Site or the Mobile App. Failure to use the Site and Mobile App in accordance with these Terms of Service may result in the immediate termination of your use of or access to the Site and Mobile App, and may subject you to civil and criminal penalties.

The 360 Care Platform

The 360 Care Platform provides digital platform where persons who seek transportation to certain destinations (“Riders”) can be matched with persons willing to drive to 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 360 Care Platform. 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

360 reserves the right at its sole discretion, to modify the Site, or Mobile App to modify these Terms, including ride fares, at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or Mobile App, or provide you with notice of the modification. By continuing to access or use the Site or Mobile App after we have posted a modification or update—regardless of whether we have provided you with notice of the changes—you are agreeing to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and the Mobile App.

Eligibility

The 360 Care Platform may only be used by individuals who can form legally binding contracts under applicable law. The 360 Care 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 agree to pay the amounts charged for your use of the 360 Care Platform and Services ("Charges"). Charges include Fares and other applicable fees, tolls, surcharges, and taxes as set forth on your market's 360 Care Cities page. 360 Care has the authority and reserves the right to determine and modify pricing by posting applicable pricing terms. Pricing may vary based on the type of service you request (vehicle type, delivery, return service, etc). You are responsible for reviewing the applicable 360 Care Fares and shall be responsible for all Charges incurred under your User account regardless of your awareness of such Charges or the amounts thereof.

Fees and Other Charges.

- **Service Fee.** 360 Care may assess a per-ride "Service Fee" to support the 360 Care Platform and related services provided to you by 360 Care. The amount of the Service Fee may vary but shall be retained by 360 Care in its entirety.
- **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 360 Care's cancellation policy, including applicable fees.
- **Damage Fee.** If a Driver reports that you have materially damaged the Driver's vehicle, you agree to pay a "Damage Fee" of up to \$150 depending on the extent of the damage (as determined by 360 Care in its sole discretion), towards vehicle repair or cleaning. 360 Care reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Damage Fee. Collected Damage Fees will be passed in their entirety to the Driver whose car was damaged.
- **Tolls.** In some instances tolls (or return tolls) may apply to your ride. We do not guarantee that the amount charged by 360 Care will match the toll charged to the Driver, if any. The amount of collected tolls (and return tolls) will be passed in their entirety to the Driver who provided your ride.
- **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 360 Care. In addition, where required by law 360 Care will collect applicable taxes. These other charges are not shared with your Driver unless expressly stated otherwise.

General.

- **Facilitation of Charges.** All Charges are facilitated through a third-party payment processing service. 360 Care may replace its third-party payment processing services

without notice to you. Charges shall only be made through the 360 Care Platform. Cash payments are strictly prohibited.

- **No Refunds.** All Charges are non-refundable. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the 360 Care Platform, any disruption to the 360 Care Platform or Services, or any other reason whatsoever.
- **Credit Card Authorization.** Upon addition of a new payment method or each ride request, 360 Care 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 check 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. 360 Care will process all payments due to you through its third party payments processor. You acknowledge and agree that such amounts shall not include any interest and will be net of any amounts that we are required to withhold by law.

- **Commission.** In exchange for permitting you to offer your Services through the 360 Care Platform and marketplace as a Driver, you agree to pay 360 Care (and permit 360 Care to retain) a fee based on each transaction in which you provide Services (the "Commission"). The amount of the applicable Commission will be communicated to you in a Commission schedule through the Driver portal. 360 Care reserves the right to change the Commission at any time in 360 Care's discretion based upon local market factors, and 360 Care will provide you with notice in the event of such change. Continued use of the 360 Care Platform after any such change in the Commission calculation shall constitute your consent to such change.
- **Pricing.** You expressly authorize 360 Care to set the prices on your behalf for all Charges that apply to the provision of Services. 360 Care reserves the right to change the Fare schedule at any time in our discretion, and we will provide you with notice in the event of changes to the base fare, per mile, and/or per minute amounts that would result in a change in the applicable Fares.
- **Fare Adjustment.** 360 Care reserves the right to adjust or withhold all or a portion of Fares if it believes that (i) you have attempted to defraud or abuse 360 Care or 360 Care's payment systems, (ii) in order to resolve a Rider complaint (e.g., you took an inefficient route or failed to properly end a particular instance of Services in the 360 Care application when the ride was over). 360 Care's decision to adjust or withhold the Fare in any way shall be exercised in a reasonable manner.

360 Care Communications

By becoming a User, 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 360 Care, its affiliated companies and/or Drivers, may include but are not limited to: operational communications concerning your User account or use of the 360 Care Platform or Services, updates concerning new and existing features on the 360 Care Platform, communications concerning promotions run by us or our third-party partners, and news concerning 360 Care 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. If you wish to opt out of promotional calls or texts, you may text "END" from the mobile device receiving the messages. You acknowledge that you are not required to consent to receive promotional texts or calls as a condition of using the 360 Care Platform or the Services.

User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Site, Mobile App, Content or Programs, and/or your performance of the Services. In connection with your use of the Site, Mobile App, Content or Programs, you agree that you will not:

- use the Site, Mobile App, or Content to provide or use Services unless you are permitted by law or regulation in your jurisdiction to use the Site or Mobile App to provide or use the Services, including Transportation Services;
- use the Site, Mobile App, or Content to find or contact a user including a driver, or to find a rider, and then complete a ride independent of the Site or Mobile App, in order to circumvent the obligation to pay any Fees related to 360's provision of the Services or for any other reason;
- use manual or automated software, devices, scripts, robots or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site, Mobile App, or Content, or collect information from the Site, Mobile App, or Content for any purpose other than for use of 360's services;
- use the Site, Mobile App, or Content for any commercial or other purposes that are not expressly permitted by these Terms;
- infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- interfere with or damage our Site, Mobile App,, or Content including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use our Site, Mobile App,, or Content to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- use our Site, Mobile App,, or Content in connection with the distribution of unsolicited commercial email ("spam") or advertisements other than as permitted by 360;
- collect or store any personally identifiable information about any other User other than for purposes of using the Services as a 360 Requester or Transportation Provider;
- register for more than one 360 Account;
- contact a USER for any purpose other than asking a question related to a Ride or such USER'S use of the Site, Mobile App, and Programs;
- contact a USER for any purpose other than asking a question related to a RIDE or such USER's use of the Site, Mobile App, or Content;
- recruit or otherwise solicit any User to join other services or websites that are competitive to 360, without 360's prior express written approval;
- post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading, deceptive, defamatory, obscene, pornographic, vulgar or offensive; (iv) promotes discrimination, bigotry, racism, hatred, harassment or

harm against any individual or group; (v) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vi) promotes illegal or harmful activities or substances;

- use, display, mirror or frame the Site, Mobile App or Content, or any individual element within the Site, Mobile App or Content, 360's name, any 360 trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Site, Mobile App or Programs, without 360's express written consent;
- attempt to probe, scan, or test the vulnerability of any 360 system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by 360 or any of 360's providers or any other third party (including another User) to protect the Site, Mobile App, or Content;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Mobile App, or Content; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

360 has the right to investigate and prosecute violations of any of the above to the fullest extent of the law, and you agree to cooperate with 360 in such investigation, and to inform 360 if you become aware of violations.

360 may access, preserve and/or disclose any of your information if we are required to do so by law, or if reasonably necessary to (i) respond to claims asserted against 360 or to comply with legal process (for example, subpoenas or lawsuits), (ii) enforce or administer our legal rights or obligations, (iii) for fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes, or (iv) protect the rights, property or safety of 360, its Users, or members of the public. You acknowledge that 360 has no obligation to monitor your access to or use of the Site, Mobile App or Content or to review or edit any Content, but has the right to do so for the purpose of operating and improving the Site, Mobile App, or Content, to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms. 360 reserves the right, at any time and without prior notice, to remove or disable access to any Content that 360, at its sole discretion, considers to be objectionable for any reason, to be in violation of these Terms, or to be otherwise harmful to the Site, Mobile App or Programs.

Privacy

See 360's Privacy Policy at www.360.com for information and notices concerning 360's collection and use of your personal information.

Driver Representations, Warranties and Agreements

By providing Services as a Driver on the 360 Care 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, be involved in a motor vehicle accident or collision of any kind, 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 360 Care community or third parties.
 4. You will only provide Services using the vehicle that has been reported to, and approved by 360 Care, and for which a photograph has been provided to 360 Care, 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 make any misrepresentation regarding 360 Care, the 360 Care Platform, the Services or your status as a Driver.
 6. You will not, while providing the Services, operate as a public 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.
 7. You will not attempt to defraud 360 Care or Riders on the 360 Care 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.
 8. You will make accommodation for Riders or service anomalies as required by law
 9. 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.
 10. 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.
 11. You will pay all applicable federal, state and local taxes based on your provision of Services and any payments received by you.

Ownership

The Site, Mobile App, and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You acknowledge and agree that the Site, Mobile App, and Content (except User content), including all associated intellectual property rights, are the exclusive property of 360 and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Mobile App, or Content.

Mobile App License

Subject to your compliance with these Terms of Services, 360 grants you a limited non-exclusive, non-transferable license to download and install a copy of the Mobile App on a mobile device or computer that you own or control and run such copy of the Mobile App solely for your own personal use. 360 reserves all rights in the Mobile App not expressly granted to you by these Terms.

Content License

Subject to your compliance with these Terms of Service, 360 grants you a limited, non-exclusive, non-transferable license, to access and view any 360 Content solely for your personal purposes or commercial purposes as allowed herein; you have no right to sublicense the license rights granted in these Terms.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Mobile App, or Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by 360 or its licensors, except for the licenses and rights expressly granted in these Terms.

User Content

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit User Content. 360 may, in its sole discretion, remove, delete, or otherwise limit any User Content. By making available any User Content on or through the Site and Mobile App, you hereby grant to 360 a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content on, through, by means of or to promote or market the Site and Mobile App, or for such other purposes as 360 may deem, in its sole discretion, to be in the best interests of 360. 360 does not claim any ownership rights in any such Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Content.

You acknowledge and agree that you are solely responsible for all User Content that you make available through the Site, Mobile App and Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Site, Mobile App and Services or you have all rights, licenses, consents and releases that are necessary to grant to 360 the rights in such Content, as contemplated under these Terms; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or 360's use of the User Content (or any portion thereof) on, through or by means of the Site, Mobile App and the Programs will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Links

The Site and Mobile App may contain links to third-party websites or resources. You acknowledge and agree that 360 is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by 360 of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

Groups

360 may allow registered account holders to participate in online discussion forums. If you join a discussion forum, then your membership as well as some of your public information (such as your profile picture, vehicle picture and public profile page) will be visible to users who browse the forum. The ability to browse the forum will depend on the forum settings, and it may or may not be limited to members of that forum.

Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of 360 used herein are property of 360. Any other trademarks, service marks, logos, trade names and any

other proprietary designations are the trademarks or registered trademarks of their respective parties.

Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site and Mobile App ("**Feedback**"). You may submit Feedback by emailing us at support@360Careride.com. You acknowledge and agree that all Feedback will be the sole and exclusive property of 360 and you hereby irrevocably assign to 360 and agree to irrevocably assign to 360 all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At 360's request and expense, you will execute documents and take such further acts as 360 may reasonably request to assist 360 to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

Copyright Policy

360 respects copyright law and expects its Users to do the same. It is 360's policy to terminate in appropriate circumstances the 360 Accounts of Users or other account holders who infringe or are believed to be infringing the rights of copyright holders.

Suspension, Termination and Account Cancellation

We may, in our discretion and without liability to you, for any reason or no reason, with or without cause, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your 360 Account. If we do so, any or all of the following can occur with or without prior notice or explanation to you: (a) your 360 Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Site, Mobile App, your 360 Account, your User Content, or receive assistance from 360 Customer Service, (b) any pending or scheduled RIDES may be immediately terminated, (c) we may communicate to your Rider that a potential a ride has been cancelled, (d) we may refund any payment. You may cancel your 360 Account at any time via the "Cancel Account" feature or by sending an email to support@360Careride.com. Please note that if your 360 Account is cancelled, we do not have an obligation to delete or return to you any Content you have posted to the Site, Mobile App, including, but not limited to, any reviews or Feedback.

Disclaimers

IF YOU CHOOSE TO USE THE SITE, MOBILE APP, SERVICES OR CONTENT, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT 360 DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY USER, BUT MAY CONDUCT SUCH BACKGROUND CHECKS IN ITS SOLE DISCRETION. THE SITE, MOBILE APP, SERVICES, CONTENT, OR OTHER PROGRAMS HEREUNDER ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, 360 EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. 360 MAKES NO WARRANTY THAT THE SITE, MOBILE APP, OR, CONTENT, INCLUDING, BUT NOT LIMITED TO, THE LISTINGS OR ANY RIDES, WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. 360 MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, SERVICE PROVIDERS, TRANSPORTATION PROVIDERS, SERVICE, TNC, OR CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY COLLECTIVE CONTENT OBTAINED THROUGH THE SITE, MOBILE APP, OR SERVICES .

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM 360 OR THROUGH THE SITE, MOBILE APP, OR CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, MOBILE APP OR PROGRAMS AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, MOBILE APP OR PROGRAMS. YOU UNDERSTAND THAT 360 DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, MOBILE APP OR PROGRAMS OR TO REVIEW VEHICLES OR TRANSPORTATION PROVIDERS AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE, MOBILE APP OR PROGRAMS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE, MOBILE APP OR PROGRAMS. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, MOBILE APP, OR PROGRAMS AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, MOBILE APP OR PROGRAMS. NOTWITHSTANDING 360'S APPOINTMENT AS THE LIMITED PAYMENT AGENT FOR THE PURPOSE OF ACCEPTING PAYMENTS FROM REQUESTERS TO TRANSMIT TO TRANSPORTATION PROVIDERS, 360 EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY REQUESTER, SERVICE PROVIDER OR OTHER THIRD PARTY BEYOND REFUND OF THE FEE.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, MOBILE APP, AND CONTENT, YOUR REQUESTING A RIDE VIA THE SITE OR MOBILE APP, AND ANY CONTACT YOU HAVE WITH OTHER USERS, WHETHER IN PERSON OR ONLINE, REMAINS WITH YOU. NEITHER 360 NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, MOBILE APP, CONTENT OR PROGRAMS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SITE, MOBILE APP,, OR USER CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE, MOBILE APP OR PROGRAMS OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, MOBILE APP, OR YOUR PARTICIPATION IN OTHER PROGRAMS HEREUNDER, OR FROM YOUR SCHEDULING OR ACCEPTANCE OF ANY RIDE VIA THE SITE OR MOBILE APP, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT 360 HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO SERVICE PROVIDERS PURSUANT TO THESE TERMS OF SERVICE, IN NO EVENT WILL 360'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE, MOBILE APP AND USER CONTENT, INCLUDING FROM THE USE OF OR INABILITY TO USE THE SITE, MOBILE APP, USER CONTENT ANY PROGRAM HEREUNDER EXCEED THE AMOUNTS YOU HAVE PAID FOR A RIDE VIA THE SITE OR MOBILE APP AND SERVICES AS A REQUESTER OR SERVICE PROVIDER IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED U.S. DOLLARS (US\$100), WHICHEVER IS GREATER. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN 360 AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification

You agree to release, defend, indemnify, and hold 360 and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable attorney and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site, Mobile App, or Content or your violation of these Terms of Service; (b) your User Content; (c) your (i) interaction with any User, (ii) scheduling of a RIDE or failure to fulfill a RIDE; or (iii) creation of a Listing; (d) the use or condition of a Service instrumentality or TNC vehicle, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a RIDE or use of a vehicle, Service or Service instrumentality hereunder.

Reporting Misconduct

If you have a User who you feel is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities.

Entire Agreement

These Terms of Service constitute the entire and exclusive understanding and agreement between 360 and you regarding the Site, Mobile App, Content, or other Programs and listings made via the Site, Mobile App and Services, and these Terms supersede and replace any and all prior oral or written understandings or agreements between 360 and you regarding the Site, Mobile App, Content, or other Program hereunder.

Assignment

You may not assign or transfer these Terms of Service, by operation of law or otherwise, without 360's prior written consent. Any attempt by you to assign or transfer these Terms of Service, without such consent, will be null and of no effect. 360 may assign or transfer these Terms of Service, at its sole discretion, without restriction. Subject to the foregoing, these Terms of Service will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms of Service, will be in writing and given by 360 (i) via email to the address that you provide or (ii) by posting to the Site or via the Mobile App. For notices made by e-mail, such notices will be deemed to be received on the date they are transmitted. For notices made via the Site or Mobile App, such notices will be deemed received on the date they are posted. Notices required to be given by you must be provided to support360Careride.com.com.

Governing Law

These Terms will be interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict-of-law provisions.

General

The failure of 360 to enforce any right or provision of these Terms of Service will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of 360. Except as expressly set forth in these Terms of Service, the exercise by any party of any of its remedies under these Terms of Service will be without prejudice to its other remedies. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms of Service invalid or unenforceable, the other provisions of these Terms of Service will remain in full force and effect.

Arbitration Agreement and Jury Trial Waiver, Class Action Waiver, and Forum Selection Clause

Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim, or cause of action) between you and the 360 or its successors or assigns shall exclusively be settled through binding and confidential arbitration.

Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from the American Arbitration Association ("AAA"). As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA's Commercial Arbitration Rules.

You agree that you are GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights. Your rights will be determined by a neutral arbitrator and NOT a judge or jury. Arbitration procedures are simpler, more limited and more informal than a court proceeding. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and 360 must abide by the following rules: (1) ANY CLAIMS BROUGHT BY YOU MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (2) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (3) the arbitrator shall honor claims of privilege and privacy recognized at law; (4) the arbitration shall be confidential, and neither you nor 360 may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (5) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; (6) each side pays its own attorneys' fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses, and, in such instance, the fees and costs awarded shall be determined by the applicable law; (7) the parties will divide equally the costs of the arbitrator.

Notwithstanding the foregoing, claims of defamation, or for infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the state or federal courts located in Richmond, VA. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief before the state or federal courts located in Richmond, VA in order to maintain the status quo pending arbitration, and hereby agree to submit to the exclusive personal jurisdiction of the courts located within Richmond, VA for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

With the exception of subparts (1) and (2) in this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein. If, however, either subpart (1) or (2) is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor 360 shall be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court located in Richmond, VA. In such cases, you agree to submit any claims or disputes, and you agree to submit, to the personal jurisdiction of a state court located in the City of Richmond or the United States District Court for Eastern District of Virginia located in Richmond, VA.

For more information on AAA, the Rules and Procedures, or the process for filing an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>