

DROVER RIDESHARE CO.  
TERMS AND CONDITIONS OF SERVICE

Last Updated September 7, 2016

**LEGAL**

**1.0. CONTRACTUAL RELATIONSHIP**

These Terms of Use ("Terms") govern the access or use by you, an individual, from within the United States and its territories and possessions of applications, websites, content, products, and services (the "Services") made available in the United States and its territories and possessions by Drover Rideshare Co. ("Drover"). PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. In these Terms, the words "including" and "include" mean "including, but not limited to."

These following terms and conditions of service constitute a legally binding agreement (the "Agreement") between you, the User, Driver, Rider and/or Passenger ("you," or "your") and Drover Rideshare Co. ("Drover," "we," "us" or "our"), a Tennessee corporation, governing your use of the Drover application, website, and technology platform (collectively, the "Drover Platform"), including, but not limited to, the Drover Rideshare Co. Application ("Application").

The Drover Platform provides a marketplace where persons who seek transportation to certain destinations ("Riders" or "Passengers") can be paired and/or matched with persons driving to or through those destinations ("Drivers"). Drivers and Riders are collectively referred to herein as "Users" and each User shall create a User account that enables such User to access the Drover Platform or Services. 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".

DROVER IS NOT A TRANSPORTATION CARRIER OR AND DOES NOT PROVIDE TRANSPORTATION SERVICES. DRIVERS ARE INDEPENDENT CONTRACTORS AND NOT EMPLOYEES OF DROVER. IT IS IN THE DRIVER'S SOLE DISCRETION WHETHER OR NOT TO OFFER A RIDE TO A RIDER CONTACTED THROUGH THE DROVER PLATFORM, AND IT IS UP TO THE YOU, THE RIDER, TO DECIDE WHETHER OR NOT TO ACCEPT A RIDE FROM ANY DRIVER CONTACTED THROUGH THE DROVER PLATFORM. ANY DECISION BY A USER TO OFFER OR ACCEPT SERVICES ONCE SUCH USER IS MATCHED THROUGH THE DROVER PLATFORM 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.

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Drover. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE DROVER PLATFORM OR THE SERVICES. These Terms expressly supersede prior agreements or arrangements with you. Drover may immediately

terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in region-specific disclosures (e.g., a particular city web page on [droverrideshare.com](http://droverrideshare.com)) or in connection with the applicable Service(s). Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service(s). Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Drover may amend the Terms related to the Services from time to time. Amendments will be effective upon Drover's posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service(s). Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in Drover's Privacy Policy located at [herein](#).

### **3.0. Independent Contractor**

Each Driver enters into this Agreement as, and shall continue to be, an independent contractor. Users understand and agree that all drivers are independent contractors. All Services shall be performed only an approved Driver, who shall be an independent contractor. Under no circumstances shall a User, or any of User's employees, look to Drover as his/her employer, or as a partner, agent or principal. Neither User nor any of Users' employees, shall be entitled to any benefits accorded to Drover's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. User/Drivers shall be responsible for providing, at Users' expense, and in Users' name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for conducting the Services. Drover reserves the right to terminate this agreement in its sole discretion and for any reason, including, but not limited to the breach of any terms and conditions of this Agreement.

### **4.0 Services**

The Services constitute a technology platform that enables users of Drover's mobile applications or websites provided as part of the Services (each, an "Application") to arrange and schedule transportation and/or logistics services with third party providers of such services, including independent third-party transportation providers and third party logistics providers under agreement with Drover or certain of Drover's affiliates ("Third Party Providers"). Unless otherwise agreed by Drover in a separate written agreement with you, the Services are made available solely for your personal, non-commercial use. YOU ACKNOWLEDGE THAT DROVER DOES NOT PROVIDE TRANSPORTATION OR LOGISTICS SERVICES OR FUNCTION AS A TRANSPORTATION CARRIER.

#### **4.1 License.**

Subject to your compliance with these Terms, Drover grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications on your personal device solely in connection with your use of 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, non-commercial use. Any rights not expressly granted herein are reserved by Drover and Drover's licensors.

#### **4.2. Restrictions.**

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Drover; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

#### **4.3. Provision of the Services.**

You acknowledge that portions of the Services may be made available under Drover's various brands or request options associated with transportation or logistics. You also acknowledge that the Services may be made available under such brands or request options by or in connection with: (i) certain of Drover's subsidiaries and affiliates; or (ii) independent Third Party Providers, including Transportation Network Company drivers, Transportation Charter Permit holders or holders of similar transportation permits, authorizations or licenses.

#### **4.4. Third Party Services and Content.**

The Services may be made available or accessed in connection with third party services and content (including advertising) that Drover does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. Drover does not endorse such third party services and content and in no event shall Drover be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc. and Google, Inc. will be a third-party beneficiary to this contract if you access the Services using Applications developed for Apple iOS and Android mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

#### **4.5. Ownership.**

The Services and all rights therein are and shall remain Drover's property or the property of Drover's licensors. 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 Drover's company names, logos, product and service names, trademarks or services marks or those of Drover's licensors.

#### **5.0. Use of Services**

### **5.1. User Accounts.**

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to Drover certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Drover's termination of this Agreement with you. 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. Unless otherwise permitted by Drover in writing, you may only possess one Account.

### **5.2. User Requirements and Conduct.**

The Service is not available for use by persons under the age of 18 (Drivers must be 21 years of age). You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation or logistics services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials or to engage in any unlawful activity). You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances, you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity. Discrimination by Users, either Riders or Drivers, will not be condoned or tolerated by Drover. Discrimination will be addressed in a separate paragraph below.

### **5.3. Additional Requirements, Qualifications and Eligibility for Drivers**

To be an eligible Driver, you must have minimum qualifications. Those minimum qualifications for eligibility are as follows:

- \*You must be least 21 years of age, or older;
- \*You must possess and maintain a valid Tennessee driver's license;
- \*You must purchase and maintain minimum automobile insurance coverage as required by law, or as required by Drover;
- \*You must be able to pass a background check, to be conducted by Drover;
- \*You must be able to pass motor vehicle record check;
- \*You must be able to pass a vehicle inspection;
- \*Your vehicle must have four (4) doors and have seating capacity for five (5) individuals (one (1) driver and four (4) other legal seats to safely transport passengers);

\*Your vehicle must be a 2000-year model or later (newer vehicles are preferred but exceptions and/or allowances may be made for unique or vintage vehicles so long as they are fully approved by Drover).

All Driver candidates agreed to be screened by Drover management, including Drover management, a senior Drover driver, and/or Drover human resources. Drover does not require a commercial driver's license. Drover may provide Riders with applicable charges, including estimated rates, fees, and/or taxes before the Rider enters the vehicle via the Drover Platform. The Platform may display the Driver's photograph and/or image taken from the Driver's license. Drivers agree and understand Drover may use their image, photo, or likeness for this purpose. Drover will provide to Drivers within a reasonable amount of time the origin, destination, total time, distance, itemization of the total fare (if applicable), or an estimate thereof. Drover will maintain records of each transaction for each Driver for a minimum of two (2) years. Upon termination or resignation of each Driver, Drover will maintain Driver records for a minimum of two (2) years following termination and/or resignation. Drover uses and maintains a database for User complaints. Drivers also have the ability to report complaints or issues each Driver may encounter during a trip and/or transaction. This includes, but is not limited to, the use of drugs and/or alcohol. If Drover receives a complaint from a Rider that a Driver has engaged in the use of alcohol and/or drugs, Drover reserves the right to suspend the Driver immediately from performing any services on behalf of Drover pursuant to this Agreement, until Drover has had an opportunity to investigate the complaint fully. The driver will be immediately informed of the complaint and be allowed to present any information relevant to the investigation. Drover will provide to Driver the results of its investigation and its determination. Drover is obligated to inform Riders of the complaint process and how to report substances use and/or abuse of Drivers. **THE USE OF ALCOHOL AND/OR SCHEDULED DRUGS, WHETHER ILLEGAL OR LAWFULLY PRESCRIBED, IS STRICTLY PROHIBITED WHILE DRIVING.**

Any complaints will be recorded and kept in Drover's records for a minimum of two (2) years from the date it is lodged. Drivers understand and agree that any information gathered, submitted or otherwise received in its investigation may be transmitted to any insurance representatives or law enforcement agencies upon a valid request. Any decision by Drover related to its investigation, including potential termination of this Agreement, shall be considered final, and there shall be no review or appellate process. Drover will retain and maintain Driver login and logout of Drover's application and/or Platform. Login and Logout information will be retained by Drover for a minimum of two (2) years. Should Driver be involved in an accident, login and logout information will be provided on behalf of the Driver within twelve (12) hours of when the accident occurred. Drivers are not chauffeurs and will not be considered as such as it relates to all laws and/or regulations related to chauffeurs. .

The following shall disqualify any Driver or candidate Driver from using the Drover Platform and/or Services:

\*Placement on the national or any state sexual offender registry;

- \*Failure to have a valid Tennessee driver's license;
- \*Failure to have valid and up-to-date proof of vehicle registration;
- \*Failure to procure the minimum automobile insurance;
- \*Not being at least twenty-one (21) years of age;
- \*Conviction of three (3) moving violations within the last three (3) years;
- \*Conviction for at least one (1) major violation in the last three (3) years, including, but not limited to the following:
  - \*Evading arrest or attempt to evade arrest;
  - \*Reckless driving;
  - \*Driving on a suspended and/or revoked license;
  - \*Driving under the influence (in the last seven (7) years);
  - \*Fraud;
  - \*Any sexual offense (e.g. rape; sexual battery; sexual assault);
  - \*Any felony in which a vehicle was used;
  - \*Crime involving property damage;
  - \*Theft; and
  - \*Any crime involving acts or threats of terrorism.

The foregoing list will automatically disqualify a Driver or Driver candidate from accessing the Drover Platform or driving on behalf of Drover. Drover reserves the right to decline or disapprove any driver for other convictions that are not listed above.

Drivers shall not, under any circumstances, perform the following acts in providing Services:

- \*Accept street hails;
- \*Accept cash as a payment method for transactions through Drover;
- \*Discriminate against patrons (see Discrimination section below);
- \*Charge extra for transporting disabled Riders;
- \*Transport Riders to any airport;
- \*Impersonate any person or entity;
- \*Stalk, threaten, or otherwise harass any person;
- \*Violate any law, statute, ordinance or regulation;
- \*Interfere with or disrupt the Services or the Drover Platform or the servers or networks connected to the Drover Platform;

- \*Post Information or interact on the Drover Platform or Services in a manner which is false, inaccurate, misleading (directly or by omission or failure to update information), defamatory, libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal;
- \*Use the Drover Platform in any way that infringes any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- \*Post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
- \*Forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Drover Platform;
- \*"Frame" or "mirror" any part of the Drover Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose; or
- \*Modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Drover Platform or any software used on or for the Drover Platform;
- \*Rent, lease, lend, sell, redistribute, license or sublicense the Drover Platform or access to any portion of the Drover Platform;
- \*Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Drover Platform or its contents;
- \*Create liability for us or cause us to become subject to regulation as a transportation carrier or provider of taxi service;
- \*Link directly or indirectly to any other web sites;
- \*Transfer or sell your User account, password and/or identification to any other party; or
- \*Cause any third party to engage in the restricted activities above.

Drivers are required to do the following in providing Services:

- \*Allow service animals that don't present an imminent threat or are not dangerous animals;
- \*Accept only electronic payments through the Drover Platform;
- \*In the event a Driver cannot accommodate a Rider with a disability (e.g. a wheelchair bound Rider), contact Drover so the Rider may be referred to a suitable vehicle (either another Driver or an external service);
- \*If involved in an accident, provide all insurance information to all parties, comply with all applicable laws and/or regulations, and inform Drover if the Drover application or Platform was open at the time of the application;
- \*Be courteous, polite, and professional to all Riders and persons who you come into contact with;
- \*Install and utilize approved telephone mounts to maximize safety (available for purchase through online store); and
- \*Wear approved attire during all trips.

#### **5.4. Text Messaging.**

By creating an Account, you agree that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from Drover at any time by [droverrideshare@gmail.com](mailto:droverrideshare@gmail.com) from the mobile device receiving the messages. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

#### **5.5. Promotional Codes.**

Drover may, in Drover's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that Drover establishes on a per promotional code basis ("Promo Codes"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Drover; (iii) may be disabled by Drover at any time for any reason without liability to Drover; (iv) may only be used pursuant to the specific terms that Drover establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Drover reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Drover



determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

#### **5.6. User Provided Content.**

Drover may, in Drover's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Drover through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to Drover, you grant Drover a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Drover's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Drover the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Drover's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

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

#### **5.7. Network Access and Devices.**

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Drover does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

#### **6.0. Payment**

You understand that use of the Services may result in charges to you for the services or goods you receive from a Third Party Provider ("Charges"). After you have received services or goods obtained through your use of the Service, Drover will facilitate your payment of the applicable Charges on behalf of the Third Party Provider, as such Third Party Provider's limited

payment collection agent. Payment of the Charges in such manner shall be considered the same as a payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable unless otherwise determined by Drover. You retain the right to request lower Charges from a Third Party Provider for services or goods received by you from such Third Party Provider at the time you receive such services or goods. Drover will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service or good.

All Charges are due immediately and payment will be facilitated by Drover using the preferred payment method designated in your Account, after which Drover will send you a receipt by email or by SMS, if preferred, will be accessible through the Application. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Drover may, as the Third Party Provider's limited payment collection agent, use a secondary payment method in your Account, if available.

As between you and Drover, Drover reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in Drover's sole discretion. Drover will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. Drover may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee.

This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. Except with respect to taxicab transportation services requested through the Application, Drover does not designate any portion of your payment as a tip or gratuity to the Third Party Provider. Any representation by Drover (on Drover's website, in the Application, or in Drover's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services or goods provided is not intended to suggest that Drover provides any additional amounts, beyond those described above, to the Third Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider.

#### **6.1. Repair or Cleaning Fees.**

Drivers shall be responsible for the cost of repair for damage to, or necessary cleaning of, Third-Party Provider vehicles and property resulting from the use of the Services under your Account in excess of normal "wear and tear" damages and necessary cleaning ("Repair or Cleaning"). In the event that a Third Party Provider reports the need for Repair or Cleaning, and

such Repair or Cleaning request is verified by Drover in Drover's reasonable discretion, Drover reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the Third Party Provider using your payment method designated in your Account. Such amounts will be transferred by Drover to the applicable Third Party Provider and are non-refundable.

## **7.0 Insurance, Licensure, and Liability**

You, as a Driver, are required, and solely responsible, to keep and maintain valid driving privileges in the jurisdiction in which you operate. You are also solely responsible for purchasing, maintaining, and keeping in effect applicable insurance coverage as set forth the laws and regulations of the state and/or jurisdiction in which you operate. Drover is not responsible for any of the costs, fees, or expenses in association with your obligation to obtain, purchase, or renew your driving privileges or applicable insurance coverage. Drover will maintain required insurance coverage. However, Drover's insurance coverage and/or policy shall be subordinate or secondary to your insurance coverage and/or policy, and shall not be construed to subject Drover to any liability for any claims arising from your ownership, use, maintenance of your personal automobile, including, but not limited to, any claims from passengers or third parties for liability for any cause of action, either in tort or contract, arising from your ownership, use, maintenance of your automobile. You remain solely liable for any claims or causes of action of any passengers or third parties, sounding in tort or contract, arising from the ownership, use, or maintenance of your automobile. You hereby release, and hold harmless, Drover from any liability for any claims arising from your ownership, use, or maintenance of your personal automobile, including, but not limited to, any claims from passengers or third parties for liability for any cause of action, either in tort or contract. You are solely responsible for any claims arising from collisions, accidents, injuries or damages, arising from your ownership, use, or maintenance of your personal automobile.

### **7.0. Limitation on Liability**

DROVER SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF DROVER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DROVER SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF DROVER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DROVER SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND DROVER'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY TRANSPORTATION PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH SOME REQUEST BRANDS MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. IN NO EVENT SHALL DROVER'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR

ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED FIVE HUNDRED U.S. DOLLARS (US \$500).

DROVER'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR LOGISTICS SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT DROVER HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR LOGISTICS SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 7 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

#### **7.1. Indemnity.**

You agree to indemnify and hold Drover and its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Drover's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

#### **8.0. Dispute Resolution**

##### **8.1. Arbitration.**

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "Disputes") will be settled by binding arbitration between you and Drover, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and Drover are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and Drover otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

##### **8.2. Arbitration Rules and Governing Law.**

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by

calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

### **8.3. Arbitration Process.**

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at [www.adr.org/aaa/ShowPDF?doc=ADRSTG\\_004175](http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_004175) and a separate form for California residents at [www.adr.org/aaa/ShowPDF?doc=ADRSTG\\_015822](http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015822).) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Tennessee and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

### **8.4. Arbitration Location and Procedure.**

Unless you and Drover otherwise agree, the arbitration will be conducted in the county of Drover's principal office location. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Drover submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

### **8.5. Arbitrator's Decision.**

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorney's fees and expenses, to the extent provided under applicable law. Drover will not seek, and hereby waives all rights Drover may have under applicable law to recover, attorneys' fees and expenses if Drover prevails in arbitration.

### **8.6. Fees.**

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, Drover will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

## **8.7. Changes.**

Notwithstanding the provisions of the modification-related provisions above, if Drover changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by providing Drover written notice of such rejection by mail or hand delivery to: Drover Rideshare, Attn: Dispute Resolutions, 1733 Evergreen Road Thompsons Station, Tennessee 37179, within 30 days of the date such change became effective, as indicated in the "Last updated" date above. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this "Dispute Resolution" section. By rejecting changes, you are agreeing that you will arbitrate any Dispute between you and Drover in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

## **9.0. Breach**

The failure of the Drover to exercise or delay in the exercising of any right, power or privilege under this Agreement shall not operate as a waiver; nor shall a single or partial exercise of any right, power or privilege shall not preclude any other or further exercise thereof.

## **10. Compliance with Law**

You agree to comply with all laws, rules and/or regulations as promulgated by the United States of America, and any city, state, and/or jurisdiction in which he or she operates.

## **11. Discrimination**

Drover does not condone, and will not tolerate discrimination. Drivers agree they will not discriminate against Riders, Passengers, or any other individuals, based upon based race, religion, gender, disability, age (subject to the restrictions set forth in this Agreement), or sexual orientation.

## **12. General Provisions**

### **12.1. Governing Law**

These Terms are governed by and construed in accordance with the laws of the State of Tennessee, U.S.A., without giving effect to any conflict of law principles, except as may be otherwise provided in supplemental terms applicable to your region.

### **12.2. Implied Waiver**

The failure of the Drover to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be a waiver of Drover's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

### **12.3. Severability**

In the event any provision of this Agreement is held to be invalid or unenforceable for any reason, the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision, and the remaining terms and provisions hereby shall be unimpaired and shall remain in full force and effect.

#### **12.4. Headings**

The headings of sections in this Agreement are provided for the convenience of reference only and are not intended to be part of or affect the meaning or interpretation of this Agreement or any section.

#### **12.5. Written Notice**

Drover may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent by first class mail or pre-paid post to your address in your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Drover, with such notice deemed given when received by Drover, at any time by first class mail or pre-paid post to Drover Rideshare Co., Attn: User Notices - Legal, 1733 Evergreen Road, Thompsons Station, Tennessee 37179.

#### **12.6. Time is of the Essence**

The parties agree and acknowledge that time is of the essence in the performance of this Agreement.

#### **12.7. Claims of Copyright Infringement**

Claims of copyright infringement should be sent to Drover's designated agent at Drover Rideshare Co., 1733 Evergreen Road, Thompson Station, Tennessee 37179.

#### **12.8. Assignment**

You may not assign these Terms without Drover's prior written approval. Drover may assign these Terms without your consent to (i) a subsidiary or affiliate; (ii) an acquirer of Drover's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Drover or any Third Party Provider as a result of this Agreement or use of the Services. 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 the law. Drover's failure to enforce any right or provision in these Terms shall not

constitute a waiver of such right or provision unless acknowledged and agreed to by Drover in writing.

## **12.9. Entire Agreement**

This Agreement constitutes the entire understanding between the parties concerning its subject matter and supersedes all prior discussions, agreement, and representations, whether oral or written and whether or not executed by any party.

## **PRIVACY**

### **1.0. User Privacy Statement (Last Updated: August 24, 2016)**

Drover may collect information about you when you, both Drivers and Riders, use our Platform, including, but not limited to, mobile applications, websites, and other online products and services (collectively, the “Services”) and through other interactions and communications you have with us.

#### **1.1. Scope and Application**

This Privacy Statement (“Statement”) applies to persons anywhere in the world, wherever you may reside, who use our Platform, Application, or Services to request transportation, delivery, or other on-demand services (“Users”). This Statement does not apply to information we collect from or about Drivers or any other persons who use the Drover Platform under license (collectively “Drivers”). If you interact with the Services as both a User and a Driver, the respective privacy statements apply to your different interactions.

#### **1.2. Collection of Information**

We collect information you provide directly to Drover, such as when you create or modify your account, request on-demand services, contact customer support, or otherwise communicate with us. This information includes, but is not limited to, your name, email, phone number, postal address, profile picture, payment method, items requested (for delivery services), delivery notes, and other information you choose to provide.

Drover also collects information when you use our Services. Information may be collected from the following:

**Location Information:** When you use the Services for transportation or delivery, we collect precise location data about the trip from the Drover Application used by the Driver. If you permit the Drover Application to access location services through the permission system used by your mobile operating system (“Platform”), we may also collect the precise location of your device when the app is running in the foreground or background. We may also derive your approximate location from your IP address.

**Contacts Information:** If you permit the Drover Application to access the address book on your device through the permission system used by your mobile platform, Drover may access



and store names and contact information from your address book to facilitate social interactions through our Services and for other purposes described in this Statement or at the time of consent or collection.

**Transaction Information:** Drover may collect transaction details related to your use of our Services, including the type of service requested, date and time the service was provided, amount charged, distance traveled, and other related transaction details. Additionally, if someone uses your promotional code, we may associate your name with that person.

**Usage and Preference Information:** Drover may collect information about how you and site visitors interact with our Services, preferences expressed, and settings chosen. In some cases we do this through the use of cookies, pixel tags, and similar technologies that create and maintain unique identifiers.

**Device Information:** Drover may collect information about your mobile device, including, for example, the hardware model, operating system and version, software and file names and versions, preferred language, unique device identifier, advertising identifiers, serial number, device motion information, and mobile network information.

**Call and SMS Data:** Our Services facilitate communications between Users and Drivers. In connection with facilitating this service, we receive call data, including the date and time of the call or SMS message, the parties' phone numbers, and the content of the SMS message.

**Log Information:** When you interact with the Services, we collect server logs, which may include information like device IP address, access dates and times, app features or pages viewed, app crashes and other system activity, type of browser, and the third-party site or service you were using before interacting with our Services.

### **1.3. Important Information About Platform Permissions**

Most mobile platforms (iOS, Android, etc.) have defined certain types of device data that applications cannot access without your consent. And these platforms have different permission systems for obtaining your consent. The iOS platform will alert you the first time the Drover app wants permission to access certain types of data and will let you consent (or not consent) to that request. Android devices will notify you of the permissions that the Drover Application seeks before you first use the app, and your use of the app constitutes your consent. To learn about the platform-level permissions that the app requires, please visit our new iOS Permissions page and Android Permissions page. Sometimes these permissions require more explanation than the platforms themselves provide, and the permissions we request will change over time, so we've created these pages to serve as authoritative and up-to-date resources for our users.

### **1.4. Information Drover May Collect From Other Sources**

We may also receive information from other sources and combine that with information we collect through our Services. For example:

If you choose to link, create, or log in to your Drover account with a payment provider (e.g., Google Wallet) or social media service (e.g., Facebook), or if you engage with a separate

app or website that uses our API (or whose API we use), we may receive information about you or your connections from that site or app.

If your employer uses one of our enterprise solutions, such as Drover for Business, we may receive information about you from your employer.

When you request on demand services, our Drivers may provide us with a User rating after providing services to you.

If you also interact with our Services in another capacity, for instance as a Driver or user of other apps we provide, we may combine or associate that information with information we have collected from you in your capacity as a User or rider.

### **1.5. Use of Information**

Drover may use the information we collect about you to:

Provide, maintain, and improve our Services, including, for example, to facilitate payments, send receipts, provide products and services you request (and send related information), develop new features, provide customer support to Users and Drivers, develop safety features, authenticate users, and send product updates and administrative messages;

Perform internal operations, including, for example, to prevent fraud and abuse of our Services; to troubleshoot software bugs and operational problems; to conduct data analysis, testing, and research; and to monitor and analyze usage and activity trends;

Send or facilitate communications (i) between you and a Driver, such as estimated times of arrival (ETAs), or (ii) between you and a contact of yours at your direction in connection with your use of certain features, such as referrals, invites, split fare requests, or ETA sharing;

Send you communications we think will be of interest to you, including information about products, services, promotions, news, and events of Drover and other companies, where permissible and according to local applicable laws; and to process contest, sweepstake, or other promotion entries and fulfill any related awards;

Personalize and improve the Services, including to provide or recommend features, content, social connections, referrals, and advertisements.

Drover may transfer the information described in this Statement to, and process and store it in, the United States and other countries, some of which may have less protective data protection laws than the region in which you reside. Where this is the case, we will take appropriate measures to protect your personal information in accordance with this Statement.

### **1.6. Sharing of Information**

Drover may share the information we collect about you as described in this Statement or as described at the time of collection or sharing, including as follows:

We may share your information:

With Drivers to enable them to provide the Services you request. For example, we share your name, photo (if you provide one), average User rating given by Drivers, and pickup and/or drop-off locations with Drivers;

With other Riders if you use a ride-sharing service; and with other people, as directed by you, such as when you want to share your estimated time of arrival or split a fare with a friend;

With third parties to provide you a service you requested through a partnership or promotional offering made by a third party or us;

With the general public if you submit content in a public forum, such as blog comments, social media posts, or other features of our Services that are viewable by the general public;

With third parties with whom you choose to let us share information, for example other apps or websites that integrate with our API or Services, or those with an API or Service with which we integrate.

We may also share your information:

With Drover affiliated entities that provide services or conduct data processing on our behalf, or for data centralization and / or logistics purposes;

With vendors, consultants, marketing partners, and other service providers who need access to such information to carry out work on our behalf;

In response to a request for information by a competent authority if we believe disclosure is in accordance with, or is otherwise required by, any applicable law, regulation, or legal process;

With law enforcement officials, government authorities, or other third parties if we believe your actions are inconsistent with our User agreements, Terms of Service, or policies, or to protect the rights, property, or safety of Drover or others;

In connection with, or during negotiations of, any merger, sale of company assets, consolidation or restructuring, financing, or acquisition of all or a portion of our business by or into another company;

If we otherwise notify you and you consent to the sharing; and

In an aggregated and/or anonymized form which cannot reasonably be used to identify you.

## **1.7. Social Sharing Features**

The Services may integrate with social sharing features and other related tools which let you share actions you take on our Services with other apps, sites, or media, and vice versa. Your use of such features enables the sharing of information with your friends or the public, depending on the settings you establish with the social sharing service. Please refer to the privacy policies of those social sharing services for more information about how they handle the data you provide to or share with them.

### **1.8. Analytics and Advertising Services Provided by Others**

Drover may allow others to provide audience measurement and analytics services for us, to serve advertisements on our behalf across the Internet, and to track and report on the performance of those advertisements. These entities may use cookies, web beacons, SDKs, and other technologies to identify your device when you visit our site and use our Services, as well as when you visit other online sites and services.

### **1.9. Your Choices**

You may correct your account information at any time by logging into your online or in-app account. If you wish to cancel your account, please email us at [droverrideshare@gmail.com](mailto:droverrideshare@gmail.com). Please note that in some cases we may retain certain information about you as required by law, or for legitimate business purposes to the extent permitted by law. For instance, if you have a standing credit or debt on your account, or if we believe you have committed fraud or violated our Terms, we may seek to resolve the issue before deleting your information.

Drover will comply with individual's requests regarding access, correction, and/or deletion of the personal data it stores in accordance with applicable law.

We request permission for our Application's collection of precise location from your device per the permission system used by your mobile operating system. If you initially permit the collection of this information, you can later disable it by changing the location settings on your mobile device. However, this will limit your ability to use certain features of our Services. Additionally, disabling our app's collection of precise location from your device will not limit our ability to collect your trip location information from a Driver's device or our ability to derive approximate location from your IP address.

We may also seek permission for our Application's collection and sync of contact information from your device per the permission system used by your mobile operating system. If you initially permit the collection of this information, iOS users can later disable it by changing the contacts settings on your mobile device. The Android platform does not provide such a setting

You may opt out of receiving promotional messages from us by following the instructions in those messages. If you opt-out, we may still send you non-promotional communications, such as those about your account, about Services you have requested, or our ongoing business relations.

### **1.10. Changes to the Statement**

Drover may change this Statement from time to time. If we make significant changes in the way we treat your personal information, or to the Statement, we will provide you notice through the Services or by some other means, such as email. Your continued use of the Services after such notice constitutes your consent to the changes. We encourage you to periodically review the Statement for the latest information on our privacy practices.

### **1.11. Contact Us**

If you have any questions about this Privacy Statement, please contact us at droverrideshare@gmail.com, or write us at Drover Rideshare Co., Attn: Legal, 1733 Evergreen Road, Thompsons Station, Tennessee, 37179.

## **2.0. Privacy Statement for Drivers (Last Updated: August 24, 2016)**

Drover collects information about you when you use our mobile applications, websites, and other online products and services (collectively, the “Services”) and through other interactions and communications you have with us.

### **2.1. Scope and Application**

This Privacy Statement for Drivers (“Statement”) applies to drivers, couriers, partner transportation companies, and any other persons that use the Drover platform under license (collectively “Drivers,” or individually “you”) and reside in the United States. This Statement does not apply to Drivers who reside outside the United States. The Statement also does not apply to Riders, Passengers, or other persons who use our app or Services to request transportation, delivery, or other on-demand services (“Users”). If you interact with the Services as both a User and a Driver, the respective privacy statements apply to your different interactions.

### **2.2. Collection of Information**

Drover may collect personal information from or about you when you create an account for, and use, the Drover Services, including location data, which information may be stored, processed, and/or accessed by Drover, as well as its service providers, for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research, and such other purposes consistent with Drover’s and its Affiliates’ legitimate business needs. By submitting information to Drover during the account creation process and/or by using the Services, you consent to such collection and use of personal data.

### **2.3. Disclosure of Driver Information to Third Parties**

Subject to all applicable laws, Drover may provide to a third party any information (including personal data and any Drover Data) about Drivers provided hereunder if: (a) there is a complaint, dispute or conflict, including an accident, relating to a Driver; (b) it is necessary to enforce the terms of the driver agreement; (c) it is required, in Drover’s sole discretion, by applicable law, regulation, ordinance, license, or operating agreement; (d) it is necessary, in Drover’s sole discretion, to protect the safety, rights, property, or security of Drover, the Drover Services, or any third party; to detect, prevent or otherwise address fraud, security or technical issues; and/or to prevent or stop activity which Drover, in its sole discretion, considers to be, or to pose a risk of being, illegal, unethical, or legally actionable.

#### **2.4. Location-Based Services Consent**

You hereby expressly consent to Drover's use of location-based services and expressly waive and release Drover from any and all liability, claims, causes of action or damages arising from your use of the Drover Services, or in any way relating to the use of the precise location and other location-based services.