

REACHNOW
TECHNOLOGY PLATFORM TERMS OF USE

Please read the following terms and conditions of use (“*Terms of Use*” or “*Agreement*”) very carefully. If you do not agree with the following Terms of Use, do not download or install this software or access this website, as applicable. By downloading, installing or using this software, or accessing this website, or any portion thereof, as applicable, you agree to the following Terms of Use.

1. Scope of these Terms of Use. These Terms of Use apply to the ReachNow, LLC d/b/a ReachNow (“*ReachNow*”, “*we*”, “*us*”, and “*our*”) website, located at www.reachnow.com, any derivative websites on which these Terms of Use are posted and any Content (defined below) or other products or services that are offered or provided via the aforementioned websites (collectively, the “*Website*”) and the ReachNow mobile application(s) (collectively, the “*App*”), the ReachNow Fleet Solutions Program (“*Fleet Solutions*” or the “*Fleet Solutions Program*”), the ReachNow Ride Services (“*ReachNow Ride*”), and other websites or applications that link to or display these Terms of Use (collectively, the “*Technology Platform*”). Additional or separate terms may apply to your use of other ReachNow websites, services, apps, or participation in any promotion. To the extent that the provisions of any additional terms conflict with these Terms of Use, the provisions of the additional terms will govern. The Technology Platform is owned by ReachNow, LLC d/b/a ReachNow, a Delaware limited liability company. This Agreement is entered into between you (“*you*”) and ReachNow. In this Agreement, you and ReachNow may be referred to together as the “*Parties*” and each a “*Party*.”

2. Acceptance of Terms of Use. ReachNow reserves the right, at its discretion, to change, modify, add or remove portions of these Terms of Use at any time by posting such changes to this page. You understand that you have the affirmative obligation to check these Terms of Use periodically for changes, and you hereby agree to periodically review these Terms of Use for such changes. The continued use of the Technology Platform following the posting of changes to these Terms of Use will constitute your acceptance of those changes. The most current version of these Terms of Use can be reviewed at www.reachnow.com. By using or otherwise accessing the Technology Platform, posting or downloading Content, or any other information to or from the Technology Platform, or manifesting your assent to these Terms of Use in any other manner, you hereby unequivocally expressly agree to, and shall be subject to, these Terms of Use. If you do not unequivocally agree to these Terms of Use, you may not use or otherwise access the Technology Platform or post or download Content or any other information to or from the Technology Platform.

3. General Terms of Use and Restrictions on Use.

3.1 General Terms of Use. In connection with the foregoing, ReachNow hereby grants you a limited, nonexclusive, nonassignable, nontransferable license to access and use the Technology Platform solely for your own personal, non-commercial purposes, subject to your agreement to, compliance with and satisfaction of these Terms

of Use. All rights not otherwise expressly granted by these Terms of Use are reserved by ReachNow. If you do not comply with the Terms of Use at any time, ReachNow reserves the right to revoke the aforementioned license(s), limit your access to the Technology Platform or restrict your ability to post or download Content. You agree not to reproduce, duplicate, copy, distribute, transmit, sell, trade, resell or exploit for any purpose any portion of or any information from the Technology Platform. You may not obscure or remove any proprietary rights notices contained in or on the Content. You are solely responsible for providing, maintaining and ensuring the compatibility of all hardware, software, electrical and other physical requirements necessary for your access to and use of the Technology Platform or any part thereof.

3.2 Restrictions on Use. ReachNow may discontinue or alter any aspect of the Technology Platform, remove Content from the Technology Platform, restrict the time the Technology Platform is available or restrict the amount of use permitted at ReachNow's sole discretion and without prior notice or liability. You agree that ReachNow may, under certain circumstances, immediately suspend and/or terminate your access to the Technology Platform or any part thereof. Cause for such measures shall include, without limitation: (a) breaches or violations of these Terms of Use or other incorporated agreements or guidelines; (b) discontinuance or material modification to the Technology Platform; (c) unexpected technical or security issues or problems; (d) extended periods of inactivity; and/or (e) engagement by you in fraudulent or illegal activities. You further agree that such measures shall be taken in ReachNow's sole discretion and without liability to you or any third party. For purposes of these Terms of Use, references to "post" or "posting" shall refer to any manner of posting, transmitting, uploading, providing, making available or otherwise transferring material or information.

4. Account. While you may browse the Technology Platform without creating an account on the Technology Platform (an "**Account**"), you will be required to have an Account in order to use certain features of the Technology Platform. You will be required to be an approved member of the ReachNow free-floating CarSharing Program (as defined below) and enter into a Membership Agreement (as defined below) in order to access or participate in the ReachNow CarSharing and related services such as Fleet Solutions, ReachNow Ride, and the Reserve Feature. As an approved member of ReachNow CarSharing, you may use Fleet Solutions provided you enter into the Fleet Solutions Addendum to the Membership Agreement (the "**Fleet Solutions Addendum**"). To use ReachNow Ride, you must be invited and approved as a member to participate in ReachNow Ride, and enter into the ReachNow Ride Passenger Agreement (the "**ReachNow Ride Agreement**"). Your Account username and password are personal to you and you are responsible for keeping your username and password confidential. You may not allow anyone else to access your Account and you may not sell or transfer your Account. You may not use anyone else's Account. You will immediately notify ReachNow in writing if you discover any unauthorized use of your Account. ReachNow may require you to change your username or password if ReachNow determines, in its sole discretion, that your username and password are no longer confidential. ReachNow may immediately deny access to, and delete, your Account if the Membership Agreement is terminated.

5. Conflict with Other Agreements. These Terms of Use govern only your use of the Technology Platform. Any terms and conditions related to the car sharing program described in

the Membership Agreement (the “**ReachNow CarSharing**”) shall be governed exclusively by the ReachNow Free-Floating CarSharing Program Membership Agreement (the “**Membership Agreement**”) or other definitive agreement between ReachNow and you. To the extent that any of these terms conflict with or otherwise could be read inconsistently with the terms of the Membership Agreement, the Fleet Solutions Addendum, or the ReachNow Ride Agreement, the Membership Agreement, Fleet Solutions Addendum, or ReachNow Ride Agreement shall supersede and control your use of ReachNow CarSharing, Fleet Solutions, and ReachNow Ride respectively.

6. Proprietary Rights. You hereby acknowledge that ReachNow owns all rights, titles and interest in and to the Technology Platform and to any and all proprietary and confidential information contained therein (the “**ReachNow Information**”). The Technology Platform and ReachNow Information are protected by applicable intellectual property and other laws, including patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. You agree that you will not (and will not allow any third party to) (a) modify, adapt, translate, prepare derivative works from, decompile, reverse engineer or disassemble the Technology Platform or otherwise attempt to derive source code from the Technology Platform; (b) copy, distribute, transfer, sell or license the Technology Platform; (c) transfer the Technology Platform to, or use the Technology Platform on, a device other than an mobile or other computing device that is: (i) compliant with the applicable terms and conditions of the online application store you may use to download, install, and run the App or access the Website and (ii) owned by you or owned by someone who has authorized you to use such device for accessing the Technology Platform (each an “**Authorized Device**”); (d) take any action to circumvent, compromise or defeat any security measures implemented in the Technology Platform; (e) use the Technology Platform to access, copy, transfer, retransmit or transcode Content (as defined below) or any other content in violation of any law or third party rights; (f) remove, obscure, or alter ReachNow’s (or any third party’s) copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed through the Technology Platform.

7. Content. You acknowledge that the Technology Platform may contain or provide access to information, software, photos, video, text, graphics, music, sounds or other material provided by ReachNow or third parties (collectively, “**Content**”) that are protected by copyrights, patents, trademarks, trade secrets or other intellectual property laws, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. For the avoidance of doubt, references to Content shall include User Content. The Content posted by you via the Website and/or the App (“**User Content**”) is your intellectual property and or that of your licensors, if any. ReachNow does not claim any ownership rights in such User Content. By posting User Content via the Technology Platform, however, you hereby grant to ReachNow a limited, transferable, nonexclusive, worldwide, perpetual, irrevocable, royalty-free license to use, reproduce, modify, edit, adapt, publish, translate, display, distribute, sell, sublicense and create derivative works and compilations incorporating such User Content for purposes of providing the Technology Platform. You may not (or enable others to) copy, distribute, display, modify, or otherwise use the Content except as it is provided to you through the Technology Platform. ReachNow and its licensors make no representations or warranties regarding the accuracy or completeness of the Content.

8. **ReachNow Privacy Policy.** ReachNow collects, stores and uses data collected from you in accordance with ReachNow's Privacy Policy, located at www.reachnow.com. The terms and conditions of the Privacy Policy are hereby expressly incorporated into these Terms of Use.

9. **Links.** The Technology Platform may provide, or third parties may provide, links to other websites or resources on the internet. Because ReachNow has no control over such websites or resources, you acknowledge and agree that ReachNow is not responsible for the availability of such external websites or resources, and ReachNow does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such websites or resources or for any privacy or other practices of the third parties operating those websites or resources. You further acknowledge and agree that ReachNow shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such Content, goods or services available on or through any such website or resource. ReachNow strongly encourages you to review any separate terms of use and privacy policies governing use of these third party websites and resources.

10. **User Representations.**

10.1 **General Representations.** You hereby represent and warrant to ReachNow that: (a) you are eighteen (18) years of age or older; (b) all information provided by you to ReachNow is truthful, accurate and complete; (c) you will comply with these Terms of Use and any other agreement to which you are subject that is related to your use of the Technology Platform, Content or any part thereof; (d) your access to and use of the Technology Platform or any part thereof will not constitute a breach or violation of any other agreement, contract, terms of use or any law or regulation to which you are subject; and (e) you will not use the Technology Platform in order to gain competitive intelligence about ReachNow, the Technology Platform or any product or service offered via the Technology Platform or to otherwise compete with ReachNow or its affiliates.

10.2 **Representations Related to Posting.** In the event that you post any User Content via the Technology Platform, you hereby make the following additional representations and warranties to ReachNow: (a) you are owner of such User Content or otherwise have the right to grant ReachNow the licenses granted pursuant to this Agreement; (b) you have secured any and all consents necessary to post the User Content and to grant the foregoing licenses; (c) the User Content does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party; and (d) all factual information contained in the User Content is true and accurate.

11. **Prohibited Uses.** You agree not to engage in unacceptable use of the Technology Platform or any part thereof, which includes, without limitation: (a) use of the Technology Platform to post, store or disseminate material or information that, is or to a reasonable person may be false, fraudulent, unlawful, tortious, abusive, defamatory, libelous, harassing, threatening, or malicious; (b) use of the Technology Platform to post, store or disseminate Content, files, graphics, software or other material or information that actually or potentially infringes the rights of any person, including, without limitation, the copyright, trademark, patent,

trade secret or other intellectual property rights, or privacy, moral or publicity rights, of any person; (c) use of the Technology Platform to interfere, disrupt or attempt to gain unauthorized access to other accounts on the Technology Platform, to restricted portion of the Technology Platform, to Content, or any other computer network or equipment; (d) use of the Technology Platform to post, store or disseminate viruses, Trojan horses or any other malicious code or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware, system or telecommunications equipment; (e) use of the Technology Platform to post, store or disseminate any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or other fraudulent schemes, or any other form of solicitation; (f) use of any manual or automated software, devices or other processes to “crawl” or “spider” any web pages contained in the Website (including, without limitation, the use of robots, bots, spiders, scrapers or any other means to extract pricing, product, service or other data from the Technology Platform); (g) use of the Technology Platform to gain competitive intelligence about ReachNow or its affiliates, the Technology Platform or any product or service offered via the Technology Platform or to otherwise compete with ReachNow or its affiliates; (h) framing or otherwise simulating the appearance or functions of the Technology Platform or any portion thereof; (i) harvesting or otherwise collecting any information about other users; or (j) use of the Technology Platform to engage in any activity that, as determined by ReachNow, may intentionally or unintentionally violate these Terms of Use or any applicable laws or regulations.

12. Infringement Notification.

12.1 Notice. Copyright owners or agents thereof may submit a notification pursuant to the Digital Millennium Copyright Act (“*DMCA*”) if such owners or agents believe that any User Content or other content infringes upon their copyrights by providing ReachNow’s Copyright Agent (as defined below) with the following information in writing:

(a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

(c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit ReachNow to locate the material;

(d) Information reasonably sufficient to permit ReachNow to contact to person making the statement, such as an address, telephone number, and, if available, an electronic mail;

(e) A statement that the copyright owner or agent has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(f) A statement that the information in the notification is accurate, and under penalty of perjury, that the person making the statement is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(g) Special Provision Applicable to Residents of Oregon: Pursuant to O.R.S. § 81.150, you agree to include a statement that you consent to the jurisdiction of the federal court in Portland, Oregon, instead of the federal court in Seattle, Washington, as stated in Section 12.2(d) below.

ReachNow's designated Copyright Agent to receive notifications of claimed infringement is: Copyright Agent, c/o ReachNow, 2118 3rd Avenue, Seattle, Washington, 98121; email: support@reachnow.com. Copyright owners and agents acknowledge that failure to comply with all of the requirements of the foregoing may result in an invalidity of the DMCA notice.

12.2 Counter-Notice. If User believes that the User Content that was removed (or to which access was disabled) is not infringing, or that User has the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the User Content, User may send a counter-notice containing the following information to the Copyright Agent:

(a) User's physical or electronic signature;

(b) Identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled;

(c) A statement that User has a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification of the User Content; and

(d) User's name, address, telephone number, and e-mail address, a statement that User consents to the jurisdiction of the federal court in Seattle, Washington, and a statement that User will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, ReachNow may send a copy of the counter-notice to the original complaining Party, informing that person that it may replace the removed User Content or cease disabling it in 10 days. Unless the copyright owner files an action seeking a court order against the User providing such User Content, the removed User Content may be replaced, or access to it restored, in 10 to 14 days or more after receipt of the counter-notice, at ReachNow's sole discretion.

**PLEASE NOTE THE FOLLOWING
IMPORTANT DISCLAIMERS AND LIMITATIONS:**

13. Disclaimer of Defects. REACHNOW USES REASONABLE EFFORTS TO MAINTAIN THE TECHNOLOGY PLATFORM, BUT REACHNOW IS NOT RESPONSIBLE

FOR ANY DEFECTS OR FAILURES ASSOCIATED WITH THE TECHNOLOGY PLATFORM, ANY PART THEREOF, ANY CONTENT POSTED USING THE TECHNOLOGY PLATFORM, OR ANY DAMAGES (SUCH AS LOST PROFITS OR OTHER CONSEQUENTIAL DAMAGES) THAT MAY RESULT FROM ANY SUCH DEFECTS OR FAILURES. THE TECHNOLOGY PLATFORM MAY BE INACCESSIBLE OR INOPERABLE FOR ANY REASON, INCLUDING, WITHOUT LIMITATION: (A) EQUIPMENT MALFUNCTIONS; (B) PERIODIC MAINTENANCE PROCEDURES OR REPAIRS WHICH REACHNOW MAY UNDERTAKE FROM TIME TO TIME; OR (C) CAUSES BEYOND THE CONTROL OF REACHNOW OR WHICH ARE NOT FORESEEABLE BY REACHNOW.

14. Disclaimer of Warranties. THE TECHNOLOGY PLATFORM IS PROVIDED ON AN “AS IS” BASIS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, REACHNOW EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOUR USE OF THE TECHNOLOGY PLATFORM IS AT YOUR SOLE RISK. REACHNOW SHALL NOT BE OBLIGATED TO PROVIDE YOU WITH ANY MAINTENANCE OR SUPPORT SERVICES IN CONNECTION WITH THE TECHNOLOGY PLATFORM. REACHNOW MAKES NO WARRANTY: (A) THAT THE TECHNOLOGY PLATFORM WILL MEET YOUR REQUIREMENTS; (B) THAT THE TECHNOLOGY PLATFORM WILL BE ERROR-FREE; (C) REGARDING THE SECURITY, RELIABILITY, TIMELINESS, OR PERFORMANCE OF THE TECHNOLOGY PLATFORM; AND (D) THAT ANY ERRORS IN THE TECHNOLOGY PLATFORM WILL BE CORRECTED. ANY CONTENT OR MATERIAL YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH THE TECHNOLOGY PLATFORM IS OBTAINED AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR AUTHORIZED DEVICE (AS DEFINED BELOW) (OR ANY OTHER DEVICE) OR ANY LOSS OF DATA THAT MAY RESULT FROM DOWNLOADING ANY SUCH CONTENT OR MATERIAL. THE TECHNOLOGY PLATFORM IS NOT INTENDED FOR USE IN ANY ACTIVITIES DURING WHICH THE FAILURE OF THE TECHNOLOGY PLATFORM COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM REACHNOW OR THROUGH THE TECHNOLOGY PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

15. Limitation of Liability. TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT REACHNOW SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF REACHNOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE TECHNOLOGY PLATFORM OR ANY CONTENT; (B) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND SERVICES RESULTING FROM ANY DATA, INFORMATION OR

SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE TECHNOLOGY PLATFORM OR OTHERWISE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT OR DATA; OR (D) ANY OTHER MATTER RELATING TO THE TECHNOLOGY PLATFORM OR ANY CONTENT. IF YOU ARE DISSATISFIED WITH THE TECHNOLOGY PLATFORM, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE TECHNOLOGY PLATFORM AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT SHALL REACHNOW'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE TECHNOLOGY PLATFORM OR ANY AMOUNT RETAINED BY REACHNOW FOR PROVIDING YOU WITH ACCESS TO THE TECHNOLOGY PLATFORM.

16. Exclusions And Limitations. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN SECTIONS 13, 14 AND 15 WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND REACHNOW'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

17. Release and Indemnification.

17.1 Release. You agree to release ReachNow, its members, managers, officers, employees and agents, from any and all liability and obligations whatsoever in connection with or arising from your use of the Technology Platform. If at any time you are not satisfied with the Technology Platform or object to any material within the Technology Platform, your sole remedy is cessation of use thereof.

17.2 Indemnification. You agree to defend, indemnify and hold harmless ReachNow, its officers, members, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including attorneys' fees and costs and expenses, arising out of or in any way connected with (a) your access to or use of the Technology Platform or any part thereof; (b) any User Content you post via the Technology Platform; (c) a breach or alleged breach by you of any of your representations, warranties, covenants or obligations under this Agreement; (d) infringement or misappropriation of any intellectual property or other rights of ReachNow or third parties by you; (e) any negligence or willful misconduct by you; or (f) any other claim related to your performance under this Agreement.

18. Term and Termination. This Agreement is effective upon your unequivocal acceptance as set forth herein and shall continue in full force until terminated. You agree that ReachNow, in

its sole discretion, may terminate your use of the Technology Platform or any part thereof upon prior notice, and remove and discard any Content, in the event you violate these Terms of Use. you agree that ReachNow may immediately suspend your access to the Technology Platform or any part thereof in order to conduct an investigation in the event it believes you have violated these Terms of Use or if it determines that you are a repeat infringer of another's intellectual property or other rights. ReachNow may also, in its sole discretion and at any time, discontinue providing the Terms of Use, any part thereof, or any Content with or without notice. In addition to any other method of termination or suspension provided for in this Agreement, ReachNow reserves the right to terminate this Agreement at any time and for any reason upon 10 days' notice to you. Further, you agree that ReachNow shall not be liable to you or any third party for any termination or suspension of your access to the Technology Platform, any part thereof or removal of Content. You may terminate this Agreement at any time by immediately discontinuing all access to the Technology Platform, permanently deleting the App in its entirety (if you had downloaded, installed, or in any way used the App), and by providing notice to ReachNow of such discontinuance. Termination or cancellation of this Agreement shall not affect any right or relief to which ReachNow may be entitled at law or in equity. Upon termination of this Agreement, you shall terminate all use of the Technology Platform and any Content provided thereby and permanently delete the App (if you had downloaded, installed, or in any way used the App). In the event of termination, you will not be entitled to any refund of any fees or other charges, if any, paid in connection with this Agreement.

19. Text Messaging; E-Mails. By creating an Account, you agree that ReachNow may send you informational text (SMS) messages and e-mails as part of the normal business operation of your use of the ReachNow CarSharing, the Technology Platform and related Services. You may not opt out of receiving text (SMS) or e-mails related to the Technology Platform, the ReachNow CarSharing, and your use of any vehicle provided by ReachNow.

20. Dispute Resolution.

20.1 Arbitration. Any dispute, claim or controversy arising out of or relating to the Technology Platform, this Agreement or the breach, termination, enforcement, interpretation or validity of this Agreement, including the determination of the scope or applicability of this agreement to arbitrate (a "*Dispute*"), shall be determined by arbitration in the area surrounding your location (the "*Home Area*") before a single arbitrator, except that if you are an Oregon resident, it will be determined by arbitration in Oregon. The arbitration shall be administered by the American Arbitration Association ("*AAA*") in accordance with AAA Consumer Arbitration Rules. Judgment on the award may be entered in any court having jurisdiction. This provision shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

20.2 Conduct of Arbitration. The arbitration will be commenced by the claimant Party filing a demand for arbitration with the administrator of AAA and serving the demand on the opposing Party. Within thirty (30) calendar days of the date the demand for arbitration is filed, the Parties will select an arbitrator by following the AAA Consumer Arbitration Rules' appointment procedures. Except as may be required by law, neither Party nor the arbitrator may disclose the existence, content or results of any

arbitration under this Agreement without the prior written consent of both Parties. The arbitrator's award will be in writing accompanied by a reasoned opinion and a written statement of the essential findings and conclusions on which the award is based.

20.3 Costs. The arbitrator shall determine how the costs and expenses of the arbitration will be allocated between the Parties, and may award attorneys' fees.

20.4 Limitation of Liability. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits, or any punitive to exemplary damages.

20.5 Limitation on Time to File Claims. IF YOU DO NOT FILE A DEMAND TO ARBITRATE A DISPUTE WITHIN ONE (1) YEAR AFTER THE DISPUTE ACCRUES, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

20.6 Arbitration is on an Individual Basis Only; Class Arbitration Waiver. THE PARTIES AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. NOTWITHSTANDING THE ARBITRATOR'S POWER TO RULE ON HIS OR HER OWN JURISDICTION AND THE VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE, THE ARBITRATOR HAS NO POWER TO RULE ON THE VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS SECTION 20 WILL REMAIN IN FORCE.

20.7 Applicable Law. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the state in which the Home Area is located, exclusive of conflict or choice of law rules. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

21. Miscellaneous Terms

21.1 Relationship of the Parties. Nothing in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the Parties. Neither Party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.

21.2 Expenses. You acknowledge and agree that any expenses that you incur in furtherance of this Agreement are voluntary in nature and are made with the knowledge

that this Agreement may be terminated as provided herein. You shall not make a claim against ReachNow, and ReachNow shall not be liable with respect to the recoupment of any expenditures or investment made by you in anticipation of the continuation of this Agreement beyond the term hereof.

21.3 Headings. The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting and construing this Agreement.

21.4 Entire Agreement; Survival. This Agreement, including any other agreements or additional terms referenced herein, constitutes the complete and exclusive statement of the Agreement between the parties with respect to the Technology Platform and Content offered via the Technology Platform, and, unless otherwise expressly provided herein, it supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Website or Content. The provisions of this Agreement that by their content are intended to survive the expiration or termination of this Agreement, including, without limitation, provisions governing ownership and use of intellectual property, proprietary rights, export restrictions, representations, disclaimers, warranties, liability, indemnification, governing law, jurisdiction, venue, remedies, rights after termination and interpretation of this Agreement, will survive the expiration or termination of this Agreement for their full statutory period.

21.5 Certain Laws Inapplicable to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement.

21.6 Access from Outside of the United States. ReachNow makes no representation that the Website, Content or other material or information on the Website is appropriate to or available in locations outside of the United States. You may not use the Website or export Content in violation of United States export laws, regulations or restrictions. If you access the Website from outside of the United States, you are responsible for compliance with all applicable laws.

21.7 No Waiver. No waiver by either Party of any breach of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any other such breach, or a waiver of any other breach of this Agreement.

22. Use of the App

22.1 Scope. Subject to the terms and conditions of this Agreement, you are hereby granted the non-transferable right to use the App solely for personal, non-commercial purposes.

22.2 Proper Use and Compliance with Laws. You may not use the App in any manner that may impair, overburden, damage, disable or otherwise compromise (a) ReachNow's services; (b) any other Party's use and enjoyment of ReachNow's services;

(c) the services and products of any third parties (including, without limitation, any Authorized Device), or (d) the Technology Platform. You agree to comply with all local laws and regulations governing the downloading, installation and/or use of the App, including, without limitation, any usage rules set forth in the online application store terms of service.

22.3 Updates to the App. From time to time, ReachNow may automatically check the version of the App installed on the Authorized Device and, if applicable, provide updates for the App (“**Updates**”). Updates may contain, without limitation, bug fixes, patches, enhanced functionality, plug-ins and new versions of the App. By installing the App, you authorize the automatic download and installation of Updates and agree to download and install Updates manually if necessary. Your use of the App and Updates will be governed by this Agreement (as amended by any terms and conditions that may be provided with Updates).

22.4 ReachNow May Disable the App. ReachNow reserves the right to temporarily disable or permanently discontinue any and all functionality of the App at any time without notice and with no liability to you.

22.5 Export Restrictions. ReachNow does not represent that the App is appropriate or available for use in any geographical location. If you choose to use the App, you are solely responsible for compliance with all applicable laws. The App is subject to U.S. export controls and may not be downloaded, exported or re-exported: (a) into (or to a national or resident of) Cuba, Iran, North Korea, Sudan, Syria, or any other country with respect to which the United States maintains trade sanctions prohibiting the shipment of goods; or (b) to anyone on or acting on behalf of an entity on the U.S. Treasury Department’s list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department’s Denied Persons List or Entities List or included in General Order 3 (15 C.F.R. Part 736, Supplement 1), which prohibits exports to Mayrow General Trading, affiliated entities and persons, and specified persons involved in the manufacture or sale of Improvised Explosive Devices (together referred to as “**U.S. Prohibited Party Lists**”). By downloading and/or using the App, you represent and warrant that you are not (a) located in or a national or resident of any country noted above that is subject to U.S. trade sanctions, or (b) on any U.S. Prohibited Party List or acting on behalf of any person or entity on any such list.

22.6 Rating Each Trip. After each trip that book through the ReachNow services, the App will prompt you to rate such trip. If you do not rate such trip, you will not be able to book another trip until you complete the rating requirement.

22.7 Contact Information. If you need to contact ReachNow about the App, you may do so by calling (844) 732-2466, by emailing support@reachnow.com or by writing to:

ReachNow
2118 3rd Avenue
Seattle, WA 98121

