

**REACHNOW FREE-FLOATING CARSHARING PROGRAM**  
**MEMBERSHIP AGREEMENT**

**LAST UPDATED: [12/7/16]**

**Introduction**

ReachNow, LLC d/b/a ReachNow (“**ReachNow**”) provides free-floating car sharing services in certain cities in the United States by making BMW and MINI vehicles available to people who meet its membership eligibility criteria and are approved as members. This ReachNow Free-Floating CarSharing Program Membership Agreement (the “**Agreement**”) describes how the car sharing arrangement works, what will be provided by ReachNow, and ReachNow’s and members’ rights and responsibilities. The steps involved in becoming a member and using the ReachNow free-floating car sharing services are listed below, all using the ReachNow App or ReachNow website:

- Apply for membership in ReachNow’s free-floating CarSharing program.
- Approval of membership by ReachNow, subject to meeting its eligibility criteria, initially and on an ongoing basis.
- Read, understand, agree to and sign, as applicable, the Program Rules (as defined below) available through the App (as defined below) and/or the ReachNow website.
- Reserve the use of a vehicle (reserving is necessary in order to use or operate a vehicle).

**1. Agreement.**

1.1 Membership Agreement. This ReachNow Free-Floating CarSharing Program Membership Agreement (the “**Agreement**”) governs the relationship and establishes the rights and responsibilities of ReachNow LLC d/b/a ReachNow (“**ReachNow**”), as the program owner and operator of, and you (“**Member**”), as a member of and participant in, the ReachNow free-floating CarSharing program (“**ReachNow CarSharing**”). The terms of the following documents are incorporated into this Agreement by reference, as in effect from time to time and as applicable to each particular program, city, service and/or feature described in this Agreement ((a) through (f) below are collectively referred to herein as the “**Program Rules**”): (a) the ReachNow Technology Platform Privacy Policy (the “**Privacy Policy**”); (b) the ReachNow Technology Platform Mobile Application and Website Terms of Use (the “**Terms of Use**”); (c) the Parking Guidelines (collectively, the “**Parking Guidelines**”), (d) the “How it Works” document and/or the terms under the “How It Works” tab of the App (collectively, the “**How it Works**”), (e) pricing information (collectively, the “**Pricing Terms**”), and (f) FAQs (collectively, the “**FAQs**”). In this Agreement, Member and ReachNow may be referred to together as the “**Parties**” and individually as a “**Party.**” The term “**App**” as used in this Agreement will mean the version of the ReachNow mobile application that is in use by Member from time to time in connection with Member’s use of ReachNow CarSharing services.

1.2 Program Rules. The Program Rules will be located on the App (under the “**About**” tab), on the ReachNow website, or on both the App and the ReachNow website. Member will

consult the applicable Program Rules (including the Pricing Terms) applicable to a specific Trip (based on the relevant factors of such Trip including, but not limited to, features chosen for such Trip, such as use of the Reserve Feature (as defined below), prior to each Trip.

## 2. **Membership.**

2.1 **Car Sharing Vehicles.** ReachNow will make BMW and MINI vehicles (“***Vehicles***”), available to Member for use in car sharing transportation as provided in this Agreement. Member may use and operate a Vehicle only on the terms of this Agreement and will not have or acquire any other right, title or interest in or to a Vehicle. ReachNow does not guarantee the use of a particular Vehicle or that a Vehicle will be available for Member’s use at any given time, and ReachNow may remove a Vehicle from use at any time in its sole discretion.

### 2.2 **Membership Eligibility.**

(a) To be eligible as a member of ReachNow CarSharing, a person must meet ReachNow CarSharing’s member eligibility criteria listed below (“***Membership Criteria***”) at the time of application and at all times thereafter:

(1) Possessing a valid U.S. driver’s license;

(2) Being at least eighteen (18) years of age; and

(3) Having a clean driving record (as determined by ReachNow in its sole discretion) which means that at minimum having none of the following:

(i) any major violations in the past three (3) years;

(ii) any alcohol or drug related incidents in the past seven (7) years; and

(iii) more than two (2) violations or accidents combined in the past three (3) years.

(b) Prior to reserving or operating a Vehicle, Member must have completed a membership application and received approval of membership in ReachNow CarSharing from ReachNow. As part of the application process, Member will provide a valid U.S. driver’s license to ReachNow and provide any other information requested by ReachNow to verify Member’s identity, driving record and compliance with the Membership Criteria. Member represents that he or she meets and will continue to meet the Membership Criteria during the term of this Agreement (as provided in Section 11) and that he or she will report any change in his or her compliance with the Membership Criteria to ReachNow as soon as practicable, but no more than twenty-four (24) hours after such change.

(c) Member authorizes ReachNow to obtain a Driver Record Check on Member. A “***Driver Record Check***” means an investigation by ReachNow (either by

itself or through a third party appointed by ReachNow) into Member's motor vehicle reports ("MVRs") of any state in which Member has been licensed including, but not limited to, information on Member's driver's license history, any suspensions, revocations or cancellations, and any citations, violations, points or convictions, which may be conducted initially as part of the membership application process and annually thereafter. Member consents to the results of such investigation being used to help make a determination regarding whether ReachNow approves Member to participate in ReachNow CarSharing, and Member agrees to honestly and fully answer any additional or follow up questions ReachNow may have connected to the Driver Record Check. This Agreement will serve as Member's signed, written consent to order MVRs. ReachNow, in its sole discretion, may deny membership in ReachNow CarSharing or terminate this Agreement if any Driver Record Check shows that Member fails to meet the Membership Criteria.

2.3 Authorized Drivers. Notwithstanding the foregoing provisions of this Section 2, if Member is not able to drive or obtain a driver's license due to a disability, Member may enroll in ReachNow CarSharing if Member's authorized driver (an "**Authorized Driver**") is approved by ReachNow to operate a Vehicle and such Authorized Driver agrees, by signing this Agreement, to operate each Vehicle pursuant to the terms of this Agreement. Any Authorized Driver will provide all information, meet all Membership Criteria and make all representations that Member is required to provide, meet or make pursuant to this Agreement. ReachNow will not be responsible for any fines, damages, penalties, or any other liabilities resulting from Member's failure to provide accurate personal information regarding Member or Authorized Driver.

### 3. Rental Sessions.

3.1 Locating an Available Vehicle; Reserving a Vehicle. In order to use or operate a Vehicle for a period of time (each a "**Trip**"), Member will first locate an available Vehicle by using the App or by finding an available Vehicle on the street.

(a) If Member locates an available Vehicle by using the App, Member may reserve such Vehicle using the App ("**Vehicle**") for thirty (30) minutes at no charge (each a "**Reservation Period**"). Member may then access such reserved Vehicle and complete the reservation process using the in-car screen and Member's 4-digit ReachNow program pin number in order to start the Vehicle and begin a Trip. If Member does not complete the reservation process for such a Vehicle by the end of the Reservation Period, ReachNow may block Member from beginning a Trip in such Vehicle for the following two (2) hours. ReachNow does not guarantee that a reservation request made through the App will be accepted by ReachNow or fulfilled for a particular Trip. If Member locates an available Vehicle by finding it on the street, Member may proceed to access the Vehicle and complete the reservation process inside such Vehicle.

(b) If Member desires to reserve a Vehicle for a Trip that will be between one (1) and five (5) full days in length, then Member may reserve a Vehicle up to thirty (30) days in advance of the start of such Trip using the "Reserve" feature of the App (the "**Reserve Feature**") if the Reserve Feature is available in the App. In order to reserve the use of a Vehicle via the Reserve Feature, Member will be required to enter a time into the

App during such reservation process at which the Trip will begin (the “**Trip Start Time**”) and when the Trip will end (the “**Trip End Time**”). The Trip duration for Trips reserved through the Reserve Feature must be within the range of one (1) to five (5) whole days using twenty-four (24) hour increments starting from the Trip Start Time, and the Trip Start Time must be at least twenty-four (24) hours after the reservation is made. The Trip Start Time and Trip End Time must be within the permissible “ReachNow Reserve hours” as described in the FAQs. Vehicles reserved through the Reserve Feature will be delivered using the ReachNow “Valet” service (“**Valet**”) by which an agent of ReachNow will deliver the reserved Vehicle to the delivery location Member selects during the reservation process using the Reserve Feature (the “**Delivery Location**”) at the Trip Start Time and will pick up the Vehicle from the location Member selects during the reservation Process using the Reserve Feature (the “**Return Location**”) at the Trip End Time. The Valet service is not available for any reservations that are not made through the Reserve Feature. Each Delivery Location and Return Location must be located within the Home Area of the city in which the Trip will begin. If Member does not cancel a reservation made through the Reserve Feature at least twenty-four (24) hours prior to the Trip Start Time, ReachNow reserves the right to assess a cancellation fee against Member as described in the Pricing Terms. ReachNow Reserves the right to assess a late fee against Member if Member fails to deliver a Vehicle reserved through the Reserve Feature to the Return Location (and end such Trip) by the Trip End Time. ReachNow does not guarantee that a reservation request made through the Reserve Feature will be accepted by ReachNow or fulfilled for a particular Trip.

3.2 Member Key Card; Vehicle Access. ReachNow will provide Member with a member key card for access to a Vehicle (the “**Member Key Card**”). Member may also use the App to access a Vehicle; however, Member should have the Member Key Card available at all times to access a Vehicle (for example if the App does not function optimally). Member may not share the Member Key Card with any other person and will report any loss or damage of the Member Key Card promptly to ReachNow. Member is solely responsible for the cost of replacing the Member Key Card if it is lost or damaged.

3.3 Vehicle Inspection Prior to a Trip. Before accessing a Vehicle, Member will conduct a “walk around check” of the Vehicle exterior and a visual inspection of the Vehicle interior to check for damage, and will report any damage to ReachNow by calling Member Support at (844) 732-2466 or by using the App (“**Member Support**”). If Member is unable to report damage through the App for any reason, Member must report damage to ReachNow by calling Member Support at (844) 732-2466. Member Support may approve or deny the start of a Trip based on its assessment of the damage. If Member fails to report any damage, ReachNow may charge Member for all costs related to the repair of the Vehicle.

3.4 Trip Length and Radius. Unless the Reserve Feature is used, the duration of a Trip may not be less than one (1) minute or more than one hundred and twenty (120) hours. Each Trip must begin and end in the “**Home Area**,” which is the area of the city in which a Trip will begin, as shown on the map in the App and the in-car screen. In no event may a Vehicle leave or be operated outside of the United States. There is a daily mileage cap of the number of miles Member can drive in a Vehicle before additional fees beyond the standard per minute fees or hourly/daily Rate Caps (as described in the Pricing Terms, the “**Rate Caps**” and each a “**Rate**

*Cap*”) will be assessed against Member (the “*Daily Mileage Cap*”). The Daily Mileage Cap is described in the Pricing Terms. If a Daily Mileage Cap is exceeded on a day during a Trip, Member will incur additional costs beyond the applicable Rate Cap for such Vehicle use.

3.5 Parking. Member will comply at all times with the Parking Guidelines and all applicable municipal or private parking rules in the area in which a Vehicle is parked. Members can park a Vehicle during a Trip without ending a Trip by utilizing the “Park and Come Back” option. However, Member continues to incur Rental Cost charges as described on the Pricing Terms while a Vehicle is parked unless the Trip has been ended. For the avoidance of doubt, if a Vehicle is reserved with the Reserve Feature, the Rental Cost will be the applicable Rate Cap for Vehicles reserved through the Reserve Feature for the number of days between the Trip Start Time and Trip End Time (plus any additional fees for exceeding Daily Mileage Caps, fees for any optional items selected by Member for the Trip (such as child safety seats) and any fees incurred related to the Trip (such as, but not limited to, fees incurred for failing to lock or secure a Vehicle)), regardless of how long such Vehicle is in the “Park and Come Back” mode during the course of such Trip. ReachNow does not guarantee that the “Park and Come Back” option will be available in all locations.

3.6 Only Member or Authorized Driver May Operate Vehicle. Only Member or an Authorized Driver may operate a Vehicle. If an unauthorized individual operates a Vehicle at any time, all insurance coverage furnished by ReachNow under this Agreement will be void.

3.7 Ending a Trip.

(a) Vehicles NOT reserved through the Reserve Feature. Member will end each Trip within the Home Area of the city in which such Trip began. In order to end a Trip, Member will, after safely parking the Vehicle and closing the roof and windows, select “End Trip” on the in-car screen and lock the Vehicle using his or her Member Key Card or the App. If Member does not end the Trip in the Home Area of the city in which such Trip began, ReachNow may charge Member the cost of towing the Vehicle to a location chosen by ReachNow in addition to an administrative fee as described in the Pricing Terms. ReachNow may terminate any Trip in its sole discretion for any reason without prior notice to Member.

(b) Vehicles Reserved through the Reserve Feature. If a Vehicle was reserved through the Reserve Feature, Member will end the Trip at the Return Location at the Trip End Time by safely parking the Vehicle and closing the roof and windows, selecting “End Trip” on the in-car screen and locking the Vehicle using his or her Member Key Card or the App. If Member does not end the Trip at the Return Location or at the Trip End Time, ReachNow may charge Member a late return fee as described in the Pricing Terms. ReachNow may terminate any Trip in its sole discretion for any reason without prior notice to Member.

3.8 Removal of Personal Items. Member will remove all personal items and possessions from the Vehicle at the end of each Trip. ReachNow is not responsible for any lost, stolen or damaged property in or from a Vehicle. If Member or any passenger leaves any personal items in a Vehicle after a Trip has ended, ReachNow may attempt to retrieve the items

and return them to Member; however, ReachNow is under no obligation to attempt to retrieve or return such items, and in no event will ReachNow be responsible for any damage to or loss of such items. In addition, ReachNow may charge a fee to Member (in an amount determined by ReachNow in its sole discretion) to attempt to retrieve and return such items.

#### **4. Return of Vehicle.**

4.1 Condition on Return. At the end of each Trip Member will return the Vehicle in a clean condition (as determined by ReachNow in its sole discretion) including, that at minimum: (a) there is no trash or refuse, and no personal items, left in the Vehicle; and (b) the Vehicle is not soiled or stained. Member will be responsible for all costs related to cleaning a Vehicle if Member returns a Vehicle in an unclean condition.

4.2 No Modifications or Repairs. Member may not make any modifications or repairs to a Vehicle without the prior express written permission of ReachNow. In addition, Member may not remove any decal, sticker, permit, hanging tag or similar item from a Vehicle without the express written permission of ReachNow. Member is responsible for all costs, fees and charges that may be incurred by ReachNow (in its sole discretion) due to any modifications to a Vehicle or removal of any decal, sticker, permit, hanging tag or similar item resulting from Member's possession of a Vehicle.

4.3 Member May Not Tow Vehicle Without Permission. Member may not tow or instruct or authorize towing of, a Vehicle without the prior express written permission of ReachNow. Member is responsible for all costs, fees and charges that may be incurred by ReachNow (as determined by ReachNow in its sole discretion) due to Member towing or coordinating towing for, a Vehicle without ReachNow's express written permission.

**5. Responsibility for Third Party Fees and Processing Fees.** Member is solely responsible for any and all fees, fines, tickets, citations, violations and tolls (including, but not limited to, parking, speeding or criminal offenses or violations) and any resulting or related fines, fees, expenses, penalties or other amounts due incurred while a Vehicle is in Member's possession ("***Third Party Fees***"). Member will report any Third Party Fee incurred during Member's possession of a Vehicle within twenty-four (24) hours. Member will be responsible for payment of all Third Party Fees and may also be charged a reasonable estimation of ReachNow's cost (or a third party company appointed by ReachNow's cost) of administering the payment of each Third Party Fee ("***Processing Fees***"). ReachNow may use third party companies to assist in the recovery of Third Party Fees or Processing Fees. Accordingly, Member authorizes ReachNow to release information regarding Member and Member's participation in ReachNow CarSharing including, but not limited to, the credit card or debit card in Member's name provided to ReachNow ("***Payment Method***"), to such third party companies for the sole purpose of recovering Third Party Fees or Processing Fees. Processing Fee amounts are subject to change from time to time and without notice. In addition to engaging with third party companies to assist in the recovery of Third Party Fees or Processing Fees, ReachNow may also provide Member's contact information and Payment Method to any party who assesses a Third Party Fee against Member in order for such party to recover such Third Party Fee from Member directly. This provision will survive termination of this Agreement. ReachNow or a third party company engaged by ReachNow will attempt to notify Member regarding any Third Party Fees incurred

by Member within thirty (30) days of ReachNow being notified of such Third Party Fee(s). Third Party Fees and any related Processing Fees will be charged to Member's Payment Method contemporaneously with such notification. For the avoidance of doubt, Third Party Fees incurred during a Trip and related Processing Fees may be charged to the Payment Method at least thirty (30) days or more *after* the conclusion of such Trip and without advance notice. This is the case *even if* a Vehicle is equipped with a toll responder such as EZ Pass or GoodToGo.

## **6. Prohibited Uses of Vehicles.**

6.1 Member will operate all Vehicles in a safe and prudent manner. No Vehicle will be used or operated (by Member or by anyone else through an act or omission of Member) as follows:

- (a) by the Authorized Driver without Member being inside the Vehicle;
- (b) by anyone impaired or under the influence of drugs, alcohol, or medication which may affect his or her ability to drive;
- (c) to propel or tow any trailer or other vehicle;
- (d) to engage in a speed test, race or contest;
- (e) to jump-start any other vehicle;
- (f) for purposes of motor sport;
- (g) for vehicle tests, driver training or safety exercises;
- (h) except in an emergency, upon roads other than paved public highways or paved or suitable graded private roads or driveways or over bridges posted for a maximum weight of three (3) tons or less;
- (i) without making a reasonable effort to ensure that all occupants including Member are wearing their seatbelts and ensuring compliance with all applicable seatbelt laws;
- (j) for transporting any property deemed hazardous by reason of being flammable, explosive, fissionable or corrosive or any drugs or contraband material;
- (k) loaded beyond the manufacturer's stated passenger capacity;
- (l) for carrying passengers other than in the interior of the Vehicle;
- (m) for carrying more passengers than there are seatbelts in the Vehicle;
- (n) while operating devices that require one or both hands while driving, including, but not limited to, cell phones, mobile computers or devices that allow texting or without following any applicable local laws and regulations relating to mobile phone use;

- (o) while wearing any device that limits Member's ability to hear, see, and otherwise judge driving conditions;
- (p) without following all applicable laws governing headphone use in vehicles;
- (q) for use as a for-hire vehicle as part of a transportation network company ("*TNC*") or for any commercial purposes (including, but not limited to, use of the Vehicle for participation in a ridesharing service);
- (r) to violate applicable law, commit a crime or participate in any other illegal activity;
- (s) under circumstances where false or fraudulent information was provided to ReachNow and ReachNow would not have rented or provided the Vehicle if ReachNow had instead received true information;
- (t) outside of the United States;
- (u) to smoke or vape any substance in;
- (v) to transport any animals except for any service animal of Member;
- (w) to eat or drink in if such food or beverage may spill in the Vehicle; or
- (x) in any manner or for any use by which the Vehicle may become excessively soiled or by which trash will be left in the Vehicle.

## 7. **Recharging and Refueling.**

7.1 Responsibility for Monitoring Sufficiency of Fuel. Member will monitor the sufficiency of Vehicle fuel or electric charge, as applicable, and ReachNow is not responsible if a Vehicle is inoperable due to a lack of fuel or electric charge.

7.2 Cost of Recharging and Refueling Vehicles Reserved Through the Reserve Feature. If Member reserves a Vehicle through the Reserve Feature, the Vehicle will be delivered to Member with a full tank of fuel or fully charged. Member is responsible for paying the cost of recharging or refueling, as applicable, for the remainder of the Trip. Member will return the Vehicle with at least enough fuel or electric charge (as applicable) remaining in the Vehicle as is necessary for the Vehicle to travel five (5) miles (the "*Remaining Fuel*"). Member is responsible for the cost of the Remaining Fuel.

7.3 Cost of Recharging and Refueling Vehicles NOT Reserved Through the Reserve Feature.

- (a) First Twenty-Four (24) Hours of a Trip. ReachNow will pay or reimburse Member costs for recharging and refueling a Vehicle for the first twenty-four (24) hours

of a Trip. Any such reimbursement will be subject to the requirements and request process described in the FAQs.

(b) After the Conclusion of the First Twenty-Four (24) Hours of a Trip. After the conclusion of the first twenty-four (24) hours of a Trip, Member is responsible for paying the cost of recharging or refueling, as applicable, a Vehicle.

(c) Vehicle Must be Returned with A Five (5) Mile Range. Member will return a Vehicle with at least enough fuel or electric charge (as applicable) remaining in the Vehicle as is necessary for the Vehicle to travel five (5) miles. Member is responsible for the cost of the Remaining Fuel.

7.4 Costs Resulting from Improper Charging or Fueling. Member will follow the instructions contained in the FAQs for recharging or refueling a Vehicle. Member is responsible for any costs related to Member's: (a) failure to follow the refueling or recharging process as described in the FAQs, or (b) improper charging or fueling of a Vehicle including, but not limited to, charging a Vehicle with a charging station, fuel device or method that is incompatible with the Vehicle.

7.5 Costs Resulting from Return of Vehicle with Inadequate Fuel. If Member does not return a Vehicle with the amount of fuel or charge required by this Section 7, then Member will be charged a fuel or electric charge surcharge as described in the Pricing Terms.

## **8. Fees, Charges and Payments.**

8.1 Membership Fee and Payment Method Preauthorization. ReachNow may require that Member pay, contemporaneously with the execution of this Agreement, a one-time membership application fee ("**Membership Fee**"). The Membership Fee is not refundable for any reason, even if ReachNow ceases operations or no longer operates in a Home Area. The Membership Fee does not cover the cost of any Trip. In addition, contemporaneously with the execution of this Agreement and separate from the Membership Fee, if any, ReachNow will preauthorize the Payment Method for an amount as described in the Pricing Terms in order to verify that the Payment Method is valid. This preauthorization will cause Member's credit or funds available through Payment Method to be decreased by the preauthorized amount until the funds or credit are released. It may take several days or longer for Member's bank or card issuer to make any excess preauthorized credit or funds available again.

8.2 Trip Cost May Vary; Trip Prices May Increase or Decrease with Demand; Cancellation Fees. Trip costs depend on several factors including the Vehicle model rented, the location of such Vehicle, the duration of the Trip, miles driven during the Trip, any optional items selected by Member for the Trip (such as child safety seats), whether the Vehicle used for such Trip was reserved through the Reserve Feature, and any fees incurred related to the Trip (such as, but not limited to, fees incurred for failing to lock or secure a Vehicle). In addition, Trip costs may increase or decrease depending on the level of demand for Vehicles at a particular time. Member will consult the Pricing Terms via the App to obtain current pricing information for each Trip. The Pricing Terms and the Rental Invoice (defined below) may not be inclusive of all costs and charges for which Member is responsible in connection with this Agreement. For

example, Member may incur Third Party Fees or fees related to damage that cannot be anticipated at the time of reserving a Trip and thus cannot be listed in the Pricing Terms. A cancellation fee (in an amount as described in the Pricing Terms) may be assessed by ReachNow against Member if Member cancels a Reservation or an optional service or does not arrive timely to begin a Trip in a Vehicle reserved through the Reserve Feature.

8.3 Shared Asset Fee. The Vehicles are shared assets provided by ReachNow for community use. As such, both ReachNow and Member have an interest in maintaining the Vehicles in a clean and roadworthy condition, and ReachNow may assess a per-ride “Shared Asset Fee” in the amount shown on the Pricing Terms available to Member prior to reserving each Trip.

8.4 Pre-Authorization and Rental Invoice. After Member has completed a reservation, ReachNow will preauthorize the Payment Method for an amount as described in the Pricing Terms. Each preauthorization will cause Member’s credit or funds available through Payment Method to be decreased by the preauthorized amount for the duration of the applicable Trip and until any excess funds or credit are released. After the end of each Trip (which will be the End Trip Time for Trips with Vehicles reserved through the Reserve Feature), the cost of renting the Vehicle for the duration of the Trip (including cost for driving minutes used, Park and Hold (as defined in the Pricing Terms) minutes used, and miles driven), the Shared Asset Fee (if any), and any applicable taxes and add-ons (the “**Rental Cost**”) will be charged to Payment Method. An invoice showing the Rental Cost will be available through the App (each a “**Rental Invoice**”). Contemporaneously with the issuance of the Rental Invoice, any excess preauthorized funds will be released. It may take several days or longer for Member’s bank or card issuer to make any excess preauthorized credit or funds available again. The actual Rental Cost may exceed the preauthorized amount due to factors such as the actual length of time of the Trip or the actual miles driven. The charges shown on each Rental Invoice are subject to ReachNow’s review and recalculation. Member will pay any undercharges and will receive a refund for any overcharges. ReachNow will invoice Member for additional amounts due (such as for damage or parking violations) separately from the Rental Invoice. For the avoidance of doubt, for Trips in Vehicles reserved through the Reserve Feature, a “Trip” is considered the entire duration of time between the Trip Start Time and Trip End Time (even if Member never accesses or operates the Vehicle), and the Rental Cost of renting a Vehicle reserved through the Reserve Feature will include (but is not limited to): (a) the rate listed in the Program Rules applicable to Vehicles reserved through the Reserve Feature for the number of days between the Trip Start Time and Trip End Time, (b) an additional fee for miles driven beyond the Daily Mileage Cap applicable to Vehicles reserved through the Reserve Feature as listed in the Program Rules (if any), and (c) the Shared Asset Fee.

8.5 Member’s Responsibility for All Amounts Due. In addition to the Rental Cost, Member is responsible for paying all other amounts due described in this Agreement including, but not limited to, Third Party Fees, any applicable amounts listed in the Pricing Terms, and all amounts for which Member is responsible in the case of damage, loss, bodily injury or third party claims as described in Section 9. If Member does not timely pay any amount for which Member is responsible, ReachNow may terminate this Agreement as provided in Section 11. This provision (and all of Section 8) will survive termination of this Agreement.

8.6 Method of Payment. Subject to applicable law, by entering into this Agreement Member authorizes ReachNow (or a third party appointed by ReachNow pursuant to Section 5 or Section 8.8) to charge all amounts due under this Agreement to the Payment Method. Member is responsible for any credit card or debit card declination fees. Prepaid cards may not be used for payment. This provision will survive termination of this Agreement.

8.7 Late Payment Fee. All amounts due under this Agreement will be due immediately once incurred and Member agrees to pay all amounts promptly when they are due. If any amount due under this Agreement is not paid within thirty (30) days after the due date for payment, ReachNow may charge a late fee of the lesser of five percent (5%) of the late payment or the highest amount permitted by applicable law, which is a reasonable estimate of ReachNow's costs in administering such late payment including any collections costs which include, but are not limited to, insufficient funds fees, reasonable attorney's fees, and all court costs. This provision will survive termination of this Agreement.

8.8 Third Party Collection. Member agrees that ReachNow or any third party collection company whom ReachNow may appoint may access the personal information provided to ReachNow by Member (including but not limited to the Payment Method) in order to collect on any fees or any other amounts due under this Agreement that are not paid within thirty (30) days after the date due for payment and that ReachNow may provide such third party collection agents with any information regarding fees or any other amounts for which Member is responsible and any other information that ReachNow may determine is necessary in ReachNow's sole discretion. This provision will survive termination of this Agreement.

## **9. Insurance and Liability.**

9.1 Member's Responsibility. To the extent permitted by applicable law, ReachNow reserves the right to hold Member fully responsible for all damage, loss, claims and liability arising from Member's or Authorized Driver's use or possession of a Vehicle, including, but not limited to: (a) physical or mechanical damage, (b) loss due to theft, (c) physical damage resulting from vandalism, (d) bodily injury of Member, Authorized Driver or a third party, (e) third party claims, (f) actual charges for towing, storage and impound fees paid by ReachNow, (g) administrative charges including the cost of appraisal and other costs and expenses incident to the damage or loss, (h) if applicable, Diminished Value and Lost Revenue described in Section 18, and (i) if applicable, Diminution in Value and Lost Revenue described in Section 17. If Member is reserving a Trip in the State of New York, Member's responsibility for items (a) through (c), and (f) in this Section 9.1 will be as described in Section 16.1 and Member will not be responsible for item (g) in this Section 9.1. ReachNow will maintain insurance coverage in the amount of the applicable state motor vehicle minimum financial responsibility requirements covering Member's or Authorized Driver's use of a Vehicle, subject to certain exclusions and limitations as provided below and in the applicable insurance policies. The insurance coverage maintained by ReachNow may not be adequate to fully cover Member's liability. In addition, insurance laws may vary from state to state, and ReachNow recommends that Member consults with his or her insurance agent before becoming a Member of ReachNow CarSharing. Member is encouraged to obtain personal insurance coverage that covers Member's liability.

9.2 Exclusions and Limitations. To the extent permitted by applicable law, the exclusions from insurance provided by ReachNow may include, but are not limited to: (a) damage to a Vehicle, (b) losses arising from: (1) Member's or Authorized Driver's criminal, willful or grossly negligent action or omission in the operation of a Vehicle or in connection with participation in ReachNow CarSharing, or (2) the use of a Vehicle in Member's possession in violation of this Agreement or the Program Rules, or (c) any person's lost, stolen or damaged property in or from a Vehicle.

9.3 Indemnity. To the extent permitted by applicable law, Member will defend, indemnify, hold harmless and reimburse ReachNow and its directors, officers, shareholders, employees and agents from and for all damages, losses, costs or expenses, including attorneys' fees, incurred by any of such parties or paid by any of them to any person in respect of a Member's liability (the "**Indemnification Obligation**"). The Indemnification Obligation may differ depending on the state in which Member begins a Trip as described in the state addenda paragraphs beginning in Section 16 below.

9.4 Reporting of Accidents. Member will report the occurrence of any accident, damage or loss, including theft, of a Vehicle while in Member's possession to ReachNow and to the local law enforcement agency as soon as Member becomes aware of such incident; however, at minimum Member will report any such incident to ReachNow or the police no later than twelve (12) hours after learning of such incident. As part of such report, Member will provide a written description of the incident and the insurance information of the other parties involved, if applicable. Member will promptly provide a copy of such report to ReachNow. Member will make a reasonable effort to obtain evidence from any witnesses to the incident, if applicable.

9.5 Cooperation with Loss Investigation. Member and Authorized Driver agree to fully cooperate in any investigation that ReachNow may choose to conduct if a Vehicle is damaged in any way. Member and/or Authorized Driver, as appropriate, will immediately send each request, demand, order, notice, summons or other pleading Member or Authorized Driver receives in connection with any incident involving a Vehicle to ReachNow. Neither Member nor Authorized Driver will assume any obligation, make or commit to make any payment or incur any expense on ReachNow's behalf without ReachNow's prior written consent.

9.6 Application of Graves Amendment. The provision of the insurance coverage described in this Agreement does not change the application to ReachNow of federal law protection under the Graves Amendment (49 U.S.C. § 30106) and ReachNow has no vicarious or other liability for Member.

9.7 Survival. This Section 9 will survive termination of this Agreement.

## **10. Disclaimers.**

10.1 Disclaimer of Warranties. MEMBER TAKES POSSESSION OF ANY VEHICLE AND ANY OPTIONAL ACCESSORIES "AS IS" AND REACHNOW EXCLUDES ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO ANY VEHICLE AND ANY OPTIONAL ACCESSORIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING

DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

10.2 Disclaimer of Liability. REACHNOW IS NOT LIABLE FOR ANY AND ALL LOSSES INCURRED OR SUSTAINED BY, OR IMPOSED UPON, REACHNOW BASED UPON, ARISING OUT OF, WITH RESPECT TO, OR BY REASON OF MEMBER'S OR AUTHORIZED DRIVER'S CRIMINAL, WILLFUL, OR GROSSLY NEGLIGENT ACTION OR OMISSION IN THE OPERATION OF A VEHICLE OR IN CONNECTION WITH PARTICIPATION WITH REACHNOW. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

10.3 Disclaimer of Responsibility for Personal Property. REACHNOW IS NOT LIABLE FOR ANY PERSON'S LOST, STOLEN, OR DAMAGED PROPERTY IN AND FROM A VEHICLE. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

10.4 Disclaimer of Special, Consequential and Other Damages. REACHNOW IS NOT LIABLE FOR ANY AND ALL INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, LOSS OF INCOME, LOSS OF PROFITS, INCONVENIENCE, CONSEQUENTIAL OR OTHER DAMAGES SUSTAINED AS A RESULT OF AN INTERRUPTION OF SERVICES TO BE FURNISHED BY REACHNOW. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

## **11. Term; Termination of Membership.**

11.1 Term. This Agreement will commence on the date of Member's E-Signature and will continue in effect for one (1) year, unless earlier terminated as provided herein, and will automatically renew for subsequent periods of one (1) year unless earlier terminated as provided herein.

11.2 Termination. This Agreement will be terminated as follows:

(a) If Member contacts Member Support to give ReachNow not less than thirty (30) days' prior notice and returns the Member Key Card;

(b) Immediately, in ReachNow's sole discretion, if Member fails to meet the Membership Criteria, fails to abide by the terms of this Agreement (including, but not limited to Member's failure to pay any of the amounts due under this Agreement by the applicable due date), or operates a Vehicle unsafely, as determined by ReachNow in its sole discretion.

11.3 Effect of Termination. Notice will be in writing and may be provided electronically. Upon termination, all rights to use ReachNow's services, including use of a Vehicle, will immediately terminate and Member will immediately return a Vehicle in Member's possession to ReachNow.

**12. Repossession.** As authorized by applicable law, a breach of this Agreement may result in repossession by ReachNow of a Vehicle and ReachNow may, and is authorized by Member to: (a) report a Vehicle in Member's possession as stolen to law enforcement authorities for the issuance of warrants for the arrest of Member and any driver of such Vehicle, and/or (b) repossess a Vehicle in Member's possession with or without notice. Member is responsible for any costs ReachNow incurs in repossessing a Vehicle in Member's possession. ReachNow may repossess a Vehicle, subject to the terms of this Section 12, by remotely deactivating the Vehicle. This provision will survive termination of this Agreement.

**13. Customer Information and Use of GPS and Telematics.**

13.1 Access to Telematics Information by ReachNow and Third Parties. The operation of the ReachNow business and provision of Vehicles is facilitated by tracking. ReachNow has an interest in tracking and locating the whereabouts of each Vehicle and monitoring the level of each Vehicle's electric charge. Each Vehicle is equipped with GPS tracking systems and other telematics tracking systems and, except as otherwise described in the state addenda paragraphs beginning in Section 16 below, ReachNow may monitor and retain each Vehicle's location, electric charge status, fuel level, mileage and other Vehicle and driving information at any time. In addition there may be third party operators of the GPS or telematics systems, or affiliates of such third parties who may also have access to the location of each Vehicle or access to other information supplied by the GPS or telematics system in each Vehicle. Member acknowledges and agrees that Member does not have any expectation of privacy while using a Vehicle, including location privacy, route privacy, speed privacy or privacy in a Vehicle's operational systems. ReachNow may change the way in which it monitors the Vehicle's GPS or telematics systems at any time and will notify Member of such change.

13.2 Anonymous Telematics Information May be Used for Business and Research Purposes. Information gained from GPS and other telematics tracking systems while a Vehicle is in Member's possession may be retained and used in an anonymous basis by ReachNow for business or research purposes related to improving ReachNow products and services. ReachNow may collect vehicle movement data from certain Vehicles to assist ReachNow in the prediction of traffic light phases in order to promote customer convenience and vehicle energy management. This provision will survive termination of this Agreement.

13.3 No Guaranty of Accuracy. The maps, directions and location advice provided by the GPS in each Vehicle may not be accurate and are not guaranteed by ReachNow or any other party. Member and Authorized Drivers should use their common sense and best judgment when operating a Vehicle and should not rely solely on the GPS contained within such Vehicle.

**14. Dispute Resolution.**

14.1 Arbitration. Any dispute, claim or controversy arising out of or relating to membership in ReachNow CarSharing, 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*"), will be determined by arbitration in the state in which the Home Area is located before a single arbitrator. The arbitration will 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 will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. This Section 14 will survive termination of this Agreement.

14.2 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.

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

14.4 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 or exemplary damages.

14.5 Arbitration is on an Individual Basis Only; Class Action 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 14 WILL REMAIN IN FORCE.

14.6 Applicable Law. This Agreement and the rights of the parties hereunder will 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 will be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

## 15. Miscellaneous.

15.1 Applicable State Laws. To the extent that any provision of this Agreement is contrary to an applicable state law in a state in which Member reserves a Trip, the applicable state law in the state in which Member reserves a Trip will govern, and the contrary provision of this Agreement will not apply to Member in such jurisdiction in connection with such Trip.

15.2 No Agency. Member is in no way the agent of ReachNow in possessing, using or operating a Vehicle. Nothing in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between ReachNow and Member. Member will have no authority to enter into agreements of any kind on behalf of ReachNow, or otherwise bind or obligate ReachNow in any manner to any third party, by virtue of the relationships contemplated by this Agreement.

15.3 No Assignment. Member may not assign this Agreement or any rights or responsibilities under this Agreement to any other party. Member may not: (a) allow anyone else except an Authorized Driver to use or operate a Vehicle, or (b) sublease a Vehicle.

15.4 Headings; Number and Gender. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement. Whenever the context requires, references in this Agreement to the singular number includes the plural, the plural number includes the singular and words denoting gender include the masculine, feminine, and neuter.

15.5 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15.6 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and nothing in this Agreement, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

15.7 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by the written or electronic agreement of both Parties. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver of such provision, or preclude any other or further exercise of such provision or the exercise of any other right, remedy, power or privilege. The Program Rules may be changed by ReachNow in its sole discretion.

15.8 Notices. ReachNow may be contacted for all communications related to this Agreement using the contact information on the App or Website [www.reachnow.com](http://www.reachnow.com) unless a particular method of communication is required for certain communications as described in this Agreement in which case such required communication method must be used. Notice via electronic mail, phone call, written mail or the App to the email address, home address or phone number ReachNow has on file for Member will constitute proper notice from ReachNow (or any of the third parties working in connection with or on behalf of ReachNow described in this Agreement) to Member for all matters related to, or arising out of, this Agreement.

15.9 Electronic Document and Signature. For contractual purposes, Member: (a) consents to receive communications from ReachNow in electronic form, and (b) agrees that all terms and conditions, agreements, notices, disclosures and any other communications that ReachNow provides to Member electronically satisfy any legal requirement that such communications would satisfy if they were in a print-on-paper writing. By selecting the “I Accept” button below Member is signing this Agreement electronically (Member’s “*E-Signature*”), and such selection constitutes Member’s legal signature, acceptance and agreement as if this Agreement were actually signed by Member in writing. Member also agrees that no certification, authority, or other third party verification is necessary to validate Member’s E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of Member’s E-Signature or any resulting contract between Member and ReachNow.

16. New York Addendum. If Member is reserving a Trip in the State of New York, the following provisions in this Section 16 apply, and to the extent these provisions conflict with the terms contained in Sections 1 through 15 above, will supersede those terms:

16.1 Responsibility for Damage or Loss to the Vehicle. ReachNow reserves the right to hold Member responsible for the following damage or loss to a Vehicle arising from Member’s or Authorized Driver’s use or possession of such Vehicle: (a) all physical damage to or loss of the Vehicle whether or not Member is at fault, and (b) all mechanical damage of the Vehicle related to an accident or Member’s abuse or neglect of the Vehicle. Member’s responsibility for such damage or loss will include: (a) the lesser of (both as calculated in accordance with General Business Law Section 396-z): (i) the actual and reasonable costs that we incur to repair the Vehicle or that we would incur if we chose to repair the Vehicle, or (ii) the fair market value of the Vehicle immediately before the damage occurred less any net disposal proceeds; and (b) ReachNow’s actual charges for towing, storage, and impound. Member is responsible for loss due to theft of the Vehicle if Member fails to exercise ordinary care while in possession of the Vehicle or if Member commits, aids or abets such theft.

16.2 Indemnification. Member will only be responsible for the amount of the Indemnification Obligation that exceeds the New York minimum vehicle liability coverage amounts.

16.3 Rights and Responsibilities under General Business Law Section 396-z. Member has certain rights and responsibilities under General Business Law Section 396-z if there is damage to or loss of a Vehicle while in Member’s possession. These rights include, but may not be limited to, the right to inspect such damage or loss by: (a) providing notice to ReachNow upon return of the Vehicle (or within seventy-two (72) hours if the return is by automation or after-hours) of Member’s wish to inspect the Vehicle (unless ReachNow determines the Vehicle to be a total loss and subject to salvage in which case Member has the right to inspect the Vehicle without providing notice), and (b) completing such inspection within seven (7) days of the return date of the Vehicle (unless ReachNow determines the Vehicle to be a total loss and subject to salvage in which case Member has ten (10) days from the time ReachNow provides Member notice that the Vehicle is a total loss to complete the inspection). If Member fails to provide ReachNow

with proper notice as described herein of Member's wish to inspect the Vehicle, Member waives Member's right to such inspection. Member's responsibilities under General Business Law Section 396-z include, but may not be limited to, Member's financial responsibilities for damage and loss to the Vehicle as described in Section 16.1, Member's responsibility to complete and to return timely the incident report ReachNow sends to Member after Member's return of the Vehicle, and Member's responsibility to inform ReachNow or the police of any theft of the Vehicle within twelve (12) hours of Member learning of such incident.

16.4 GPS Tracking. ReachNow will not use information from any global positioning system technology to determine or impose any costs, fees, charges, or penalties on Member for Member's or an Authorized Driver's use of a Vehicle except in connection with the recovery of a Vehicle that is lost, misplaced, or stolen to the extent permitted by law.

16.5 Shared Asset Fee. The Shared Asset Fee will not be assessed for Trips taken in the state of New York.

16.6 **NOTICE**: New York State Law prohibits the following practices by rental vehicle companies based upon race, color, ethnic origin, religion, disability, sex, marital status, or age: (1) refusal to rent; (2) the imposition of any additional charge (except in certain instances where the renter is under the age of 25). In addition, it is unlawful for any rental vehicle company to refuse to rent a vehicle to any person solely on the requirement of ownership of a credit card.

16.7 **DEPARTMENT OF CONSUMER AFFAIRS CONSUMER PROTECTION LAW RULE**. IF YOU HAVE MADE A RESERVATION FOR A CAR (OR TRUCK), THAT RESERVATION MUST BE HONORED AT THE PRICE ORIGINALLY PROMISED, WITHIN ONE-HALF HOUR OF THE TIME ORIGINALLY PROMISED, UNLESS YOU ARE TOLD WHEN YOU MAKE THE RESERVATION THAT IT IS NOT GUARANTEED. TO REPORT COMPLAINTS, CONTACT THE NEW YORK CITY DEPARTMENT OF CONSUMER AFFAIRS, 42 BROADWAY, NEW YORK, NY 10004, COMPLAINT PHONE: 311 OR (212) NEW-YORK

16.8 **CHILD SAFETY SEATS**. NEW YORK STATE LAW REQUIRES ALL CHILDREN UNDER THE AGE OF EIGHT TO BE RESTRAINED IN A FEDERALLY APPROVED CHILD RESTRAINT SYSTEM.

16.9 **WARNING**: FAILURE TO RETURN A VEHICLE WITHIN THE TIMEFRAME REQUIRED PURSUANT TO NEW YORK PENAL LAW SECTION 165.05 MAY LEAD TO CRIMINAL PENALTIES UNDER NEW YORK LAW.

17. **Oregon Addendum**. If Member is reserving a Trip in the State of Oregon, the following provisions in this Section 17 apply, and to the extent these provisions conflict with the terms contained in Sections 1 through 15 above, will supersede those terms:

17.1 Responsibility for Lost Revenue and Diminution in Value. If any damage or loss is caused by Member's criminal, willful, or grossly negligent act or omission in the operation of a Vehicle or in connection with participation in ReachNow CarSharing, ReachNow may hold

Member responsible for reimbursing ReachNow for: (a) Lost Revenue that may occur, as determined by ReachNow in its sole discretion, if there is any damage or loss that occurs during Member's possession of a Vehicle that prohibits ReachNow from renting such Vehicle to others while such Vehicle is being repaired, and (b) Diminution in Value related to Member's possession of a Vehicle. As used herein, "*Diminution in Value*" means the difference between the market value of a Vehicle immediately before and immediately after the injury to the Vehicle, and "*Lost Revenue*" means a reasonable estimate of all rental revenue ReachNow will lose because of damage to or loss of a Vehicle. This provision will survive termination of this Agreement.

**17.2 CHILD SAFETY SEATS. OREGON STATE LAW REQUIRES ALL CHILDREN UNDER THE AGE OF EIGHT, UNLESS A CHILD IS FOUR FEET NINE INCHES OR TALLER, TO BE RESTRAINED IN A FEDERALLY APPROVED CHILD RESTRAINT SYSTEM OF THE TYPE REQUIRED PURSUANT TO OREGON LAW FOR THEIR AGE, WEIGHT, AND HEIGHT AS SET FORTH IN ORS 811.210. ADDITIONAL INFORMATION RELATED TO THE TRANSPORTATION OF CHILDREN UNDER 16 YEARS OF AGE IS SET FORTH IN ORS 811.210.**

**17.3 WARNING: FAILURE TO RETURN A RENTAL VEHICLE MAY CONSTITUTE A CLASS C FELONY IN THE STATE OF OREGON UNDER ORS 164.138.**

**18. Washington Addendum.** If Member is reserving a Trip in the State of Washington, the following provisions in this Section 18 apply, and to the extent these provisions conflict with the terms contained in Sections 1 through 15 above, will supersede those terms:

18.1 Responsibility for Lost Revenue and Diminished Value. If any damage or loss is caused by Member's criminal, willful, or grossly negligent act or omission in the operation of a Vehicle or in connection with participation in ReachNow CarSharing, ReachNow may hold Member responsible for reimbursing ReachNow for: (a) Lost Revenue that may occur, as determined by ReachNow in its sole discretion, if there is any damage or loss that occurs during Member's possession of a Vehicle that prohibits ReachNow from renting such Vehicle to others while such Vehicle is being repaired, and (b) Diminished Value related to Member's possession of a Vehicle. As used herein, "*Diminished Value*" means the difference between the value of a Vehicle when Member takes possession of such Vehicle and the value after any repairs necessitated by Member's possession of such Vehicle (as determined in ReachNow's sole discretion), and "*Lost Revenue*" means a reasonable estimate of all rental revenue ReachNow will lose because of damage to or loss of a Vehicle. This provision will survive termination of this Agreement.

**18.2 WARNING: FAILURE TO RETURN A RENTAL VEHICLE MAY CONSTITUTE A CLASS B FELONY IN THE STATE OF WASHINGTON UNDER RCW 9A.56.068 OR RCW 9A.56.096.**

**18.3 CHILD SAFETY SEATS. WASHINGTON STATE LAW REQUIRES ALL CHILDREN UNDER THE AGE OF EIGHT TO BE RESTRAINED IN A CHILD RESTRAINT SYSTEM, IF THE PASSENGER SEATING POSITION EQUIPPED WITH**

**A SAFETY BELT SYSTEM ALLOWS SUFFICIENT SPACE FOR INSTALLATION, UNLESS THE CHILD IS FOUR FEET NINE INCHES OR TALLER. THE CHILD RESTRAINT SYSTEM MUST COMPLY WITH STANDARDS OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION AND MUST BE SECURED IN THE VEHICLE IN ACCORDANCE WITH INSTRUCTIONS OF THE VEHICLE MANUFACTURER AND THE CHILD RESTRAINT SYSTEM MANUFACTURER. ADDITIONAL INFORMATION RELATED TO THE TRANSPORTATION OF CHILDREN UNDER 16 YEARS OF AGE IS SET FORTH IN RCW 46.61.687.**

**REACHNOW**  
**FLEET SOLUTIONS ADDENDUM**  
**TO REACHNOW FREE-FLOATING CARSHARING PROGRAM**  
**MEMBERSHIP AGREEMENT**

**Last Updated: [11/7/16]**

1. **Agreement.** This ReachNow Fleet Solutions Addendum to the ReachNow Free-Floating CarSharing Program Membership Agreement (the “*Fleet Solutions Addendum*”) governs the relationship and establishes the rights and responsibilities of ReachNow LLC d/b/a ReachNow and you (“*Authorized User*”) as a member of and participant in ReachNow’s station-to-station car sharing component (“*Fleet Solutions*”) of the ReachNow free-floating car sharing program (“*ReachNow CarSharing*”). The terms and conditions of the following documents, all of which are available on the ReachNow mobile application (the “*App*”) and/or the ReachNow website (the “*Website*”), are incorporated into this Fleet Solutions Addendum by reference, as in effect from time to time and as applicable to the Fleet Solutions Program and use of a Fleet Solutions Vehicle: (a) the FAQs applicable to Fleet Solutions generally and Authorized User’s Approved Home Station(s) (as defined below), (b) that certain ReachNow Free-Floating CarSharing Program Membership Agreement by and between Authorized User and ReachNow (the “*ReachNow CarSharing Membership Agreement*”), and (c) all documents incorporated by reference into the ReachNow CarSharing Membership Agreement. All terms and conditions (including those incorporated by reference) of the ReachNow CarSharing Membership Agreement will apply to Authorized User’s participation in Fleet Solutions as an Authorized User and Authorized User’s use of the Fleet Solutions Vehicles (as defined below). In the event of any direct conflict between the terms of the ReachNow CarSharing Membership Agreement and this Fleet Solutions Addendum, the terms of this Fleet Solutions Addendum will control. All capitalized terms used in this Fleet Solutions Addendum and not defined in this Fleet Solutions Addendum will have the meanings ascribed to such terms in the ReachNow CarSharing Membership Agreement. The term “*App*” as used in this Fleet Solutions Addendum will mean the version of the ReachNow mobile application that is in use by Authorized User from time to time in connection with Member’s use of Fleet Solutions services.
2. **Fleet Solutions Program Overview.** Fleet Solutions is a station-to-station car sharing program operated by ReachNow at various locations (each, a “*Home Station*”) including, but not limited to, residential buildings (each a “Residential” location) and places of employment. Only Members of ReachNow CarSharing who meet specific additional eligibility criteria and have been approved by ReachNow to participate in Fleet Solutions may participate in Fleet Solutions. For the avoidance of doubt, the vehicles available through the Fleet Solutions program (the “*Fleet Solutions Vehicles*”) are all “Vehicles” as defined in the ReachNow CarSharing Membership Agreement, and Authorized User’s use of any Fleet Solutions Vehicle is subject at all times to the terms and conditions of the ReachNow CarSharing Membership Agreement except for any terms or conditions that are in direct conflict with this Fleet Solutions Addendum. Participation in Fleet Solutions expands the number of Vehicles to which Authorized User has access through

the ReachNow car sharing program and provides Authorized User with access to Vehicles at Authorized User's Approved Home Station(s) (defined below).

### **3. Membership.**

#### **3.1 Membership Eligibility.**

- (a) To be eligible as a member of Fleet Solutions, a person must meet (as determined in ReachNow's sole discretion) Fleet Solutions' member eligibility criteria listed below ("***Authorized User Eligibility Criteria***") at the time of application and at all times thereafter:
  - (1) Be a Member in good standing of ReachNow CarSharing (as determined by ReachNow in its sole discretion) provided however, at minimum, Authorized User must meet all Membership Criteria (as provided in Section 2 of the ReachNow CarSharing Membership Agreement); and
  - (2) Be a current resident, employee, or student (as applicable) at a Home Station.
- (b) Prior to reserving or operating a Vehicle located at an Authorized User Location, Authorized User must have completed a membership application to apply for participation in Fleet Solutions and must have received approval by ReachNow to participate in Fleet Solutions. Such approval will be specific to the Home Station(s) at which Authorized user is a resident, student or employee (as applicable). Such location(s) are referred to herein as "***Authorized User's Approved Home Station(s)***." ReachNow may set specific eligibility criteria for certain Home Stations, such as only allowing employees of a certain Home Station to be authorized users of Fleet Solutions or allowing both employees and students of certain Home Stations to be authorized users. Authorized User may contact Member Support with questions regarding additional Authorized User Eligibility Criteria for Fleet Solutions related to specific Home Stations.
- (c) Authorized User represents that he or she meets and will continue to meet the Membership Criteria (as provided in Section 2 of the ReachNow CarSharing Membership Agreement) and the Authorized User Eligibility Criteria (as described in this Section 3 of this Fleet Solutions Addendum) during the term of this Fleet Solutions Addendum and that he or she will report any change in his or her compliance with the Membership Criteria or the Authorized User Eligibility Criteria to ReachNow as soon as practicable, but no later than twenty-four (24) hours after such change.

### **4. Additional Restrictions and Requirements Pertaining to the Use of Fleet Solutions Vehicles.**

- 4.1 Authorized Vehicle Use. Authorized User will only use Fleet Solutions Vehicles located at the specific Home Station(s) at which Authorized User has been approved by ReachNow.
- 4.2 Trip Length. The duration of a Trip taken with a Fleet Solutions Vehicle may not be less than one (1) minute or more than fourteen (14) days.
- 4.3 Trips Will Begin and End at the Home Station. A Trip taken with a Fleet Solutions Vehicle will begin and end at the Home Station. If a parking garage at a Home Station is “valet only,” Authorized User will begin a Trip in a Fleet Solutions Vehicle after receipt of the Vehicle from the valet service and will end a Trip in a Fleet Solutions Vehicle immediately prior to handing off a Vehicle to the valet service.
- 4.4 Locating an Available Fleet Solutions Vehicle; Reserving a Vehicle. If Authorized User locates an available Fleet Solutions Vehicle by using the App, Authorized User may reserve such Fleet Solutions Vehicle using the App for forty-five (45) minutes at no charge (each a “**Reservation Period**”). Authorized User may then access such reserved Fleet Solutions Vehicle and complete the reservation process using the in-car screen and Authorized User’s 4-digit ReachNow program pin number in order to start the Fleet Solutions Vehicle and begin a Trip. If Authorized User does not complete the reservation process for such Fleet Solutions Vehicle by the end of the Reservation Period, ReachNow reserves the right to block Authorized User from beginning a Trip in such Fleet Solutions Vehicle for the following two (2) hours. ReachNow does not guarantee that a reservation request made through the App will be accepted by ReachNow or fulfilled for a particular Trip. If Authorized User locates an available Fleet Solutions Vehicle by locating it in person at the Home Station, Authorized User may proceed to access the Fleet Solutions Vehicle and complete the reservation process while inside the Fleet Solutions Vehicle.
- 4.5 Fuel or Electric Charge. A Fleet Solutions Vehicle may be fueled or recharged by ReachNow prior to the beginning of a Trip so that such Fleet Solutions Vehicle contains one-half (1/2) of a tank of fuel or is halfway charged with electric charge at the beginning of a Trip. Even if the Fleet Solutions Vehicle has not been so fueled or recharged by ReachNow prior to the beginning of a Trip, Authorized User is responsible for paying the cost of recharging or refueling, as applicable, for Authorized User’s Trip in such Vehicle. Authorized User will return the Vehicle with at least enough fuel or electric charge (as applicable) remaining in the Vehicle as is necessary for the Vehicle to travel five (5) miles (the “**Remaining Fuel**”). Authorized User is responsible for the cost of the Remaining Fuel.
- 4.6 Rental Cost. Any Rental Costs specific to the use of Fleet Solutions Vehicles will control over directly conflicting Rental Costs pertaining to the use of Vehicles used through ReachNow CarSharing. However, all Rental Costs and fees, charges, costs, or penalties described in the Pricing Terms (as defined in the

ReachNow CarSharing Membership Agreement), other than those that directly conflict with such amounts specific to the use of Fleet Solutions Vehicles, will apply to Authorized User's reservation or use of a Fleet Solutions Vehicle.

**5. Term; Termination of Membership in Fleet Solutions.**

- 5.1 Term. This Fleet Solutions Addendum will commence on the date of Authorized User's E-Signature, will continue in effect for one (1) year, unless earlier terminated as provided herein, and will automatically renew for subsequent periods of one (1) year unless earlier terminated as provided herein.
- 5.2 Termination. This Fleet Solutions Addendum will be terminated as follows:
- (a) Within thirty (30) days following the request for termination, if Authorized User contacts Member Support to request termination of the Fleet Solutions Addendum; and
  - (b) Immediately, in ReachNow's sole discretion, if Authorized User fails to meet the Authorized User Eligibility Criteria, fails to abide by the terms of this Fleet Solutions Addendum (including, but not limited to Authorized User's failure to pay any of the amounts due under this Fleet Solutions Addendum by the applicable due date), or upon termination of the ReachNow CarSharing Membership Agreement.
- 5.3 Effect of Termination. Notice will be in writing and may be provided electronically. Upon termination, all rights to use ReachNow's Fleet Solutions services, including use of a Fleet Solutions Vehicle, will immediately terminate, and Authorized User will immediately return a Fleet Solutions Vehicle in Authorized User's possession to ReachNow. If this Fleet Solutions Addendum is terminated, Authorized User's ReachNow CarSharing Membership Agreement will remain in effect. However, if Authorized User's ReachNow CarSharing Membership Agreement is terminated, this Fleet Solutions Addendum will automatically terminate, and Authorized User will no longer be eligible to use any Vehicles (including the Fleet Solutions Vehicles).