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*JAUNT SERVICES INC. PRIVACY POLICY. AT JAUNT, WE WANT TO JOIN CUSTOMERS THROUGH TRANSPORTATION AND BRING TRAVELERS TOGETHER FOR A BETTER RIDE EXPERIENCE.*

*TERMS AND CONDITIONS*

*SUGGEST EDITS*

*JAUNT SERVICES INC. DEVELOPER PLATFORM TERMS OF USE*

*1. INTRODUCTION*

*WELCOME AND THANK YOU VERY MUCH FOR YOUR INTEREST IN JAUNT SERVICES INC. INC.'S ("JAUNT SERVICES INC.") DEVELOPER PLATFORM (THE "PLATFORM"). THE PLATFORM ENCOMPASSES THE JAUNT SERVICES INC. API, THE JAUNT SERVICES INC. DEVELOPER PORTAL, AND ALL FUTURE DEVELOPER PRODUCTS JAUNT SERVICES INC. MAY BUILD. JAUNT SERVICES INC. BUILT THE PLATFORM TO ALLOW DEVELOPERS TO INTEGRATE THEIR NEW OR EXISTING PRODUCTS WITH JAUNT SERVICES INC.'S TRANSPORTATION NETWORK SERVICE (THE "SERVICE").*

*BY, SIGNING BELOW, CLICKING "I AGREE" OR DOWNLOADING, IMPLEMENTING, OR OTHERWISE USING THE PLATFORM OR SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE JAUNT SERVICES INC. DEVELOPER PLATFORM TERMS OF USE (THE "PLATFORM TERMS"). JAUNT SERVICES INC. RESERVES THE RIGHT TO AMEND THESE PLATFORM TERMS FROM TIME TO TIME. YOU SHOULD MONITOR THE JAUNT SERVICES INC. DEVELOPER PORTAL TO ENSURE THAT YOU ARE AWARE OF ANY CHANGES TO THE PLATFORM TERMS. IN THE EVENT THAT YOU DO NOT AGREE WITH ANY CHANGES TO THE PLATFORM TERMS, YOU MUST IMMEDIATELY CEASE ANY AND ALL USE OF THE PLATFORM.*

*THESE PLATFORM TERMS ARE INCORPORATED INTO AND ARE SUBJECT TO THE JAUNT SERVICES INC. TERMS OF USE AND PRIVACY POLICY (THE "JAUNT SERVICES INC. POLICIES"). YOUR USE OF THE PLATFORM AND SERVICE IS SUBJECT AT ALL TIMES TO THE JAUNT SERVICES INC. POLICIES. BY USING THE PLATFORM OR SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE JAUNT SERVICES INC. POLICIES.*

*2. ELIGIBILITY*

*YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE ALL AUTHORITY NECESSARY TO BIND YOURSELF TO THESE PLATFORM TERMS. IF, AT ANY TIME, YOU DO NOT AGREE TO THESE PLATFORM TERMS, THEN YOU ARE NO LONGER GRANTED A LICENSE TO USE THE PLATFORM OR SERVICE, AND MUST DISCONTINUE ALL USES IMMEDIATELY. IF YOU ARE USING THE PLATFORM OR SERVICE ON BEHALF OF A COMPANY, ENTITY, OR ORGANIZATION (COLLECTIVELY, A "SUBSCRIBING ORGANIZATION"), THEN YOU REPRESENT AND WARRANT THAT YOU: (A) ARE AN AUTHORIZED REPRESENTATIVE OF THAT SUBSCRIBING ORGANIZATION WITH THE AUTHORITY TO BIND SUCH ORGANIZATION TO THESE PLATFORM TERMS; (B) HAVE READ AND UNDERSTAND THESE PLATFORM TERMS; AND (C) AGREE TO THESE PLATFORM TERMS ON BEHALF OF SUCH SUBSCRIBING ORGANIZATION.*

### *3. CONDITIONS OF USE; ACCOUNT CREATION*

*TO ACCESS AND USE THE PLATFORM, YOU MUST CREATE AN ACCOUNT (AN "ACCOUNT") BY REGISTERING AT THE JAUNT SERVICES INC. DEVELOPER PORTAL AND PROVIDING JAUNT SERVICES INC. WITH CURRENT, COMPLETE, AND ACCURATE INFORMATION ABOUT YOU, YOUR SUBSCRIBING ORGANIZATION (IF ANY) AND YOUR APPLICATION (AS DEFINED BELOW).*

*YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF ANY CREDENTIALS, INCLUDING UNIQUE API KEYS, PROVIDED BY JAUNT SERVICES INC. TO YOU ("CREDENTIALS"). YOU MAY ONLY ACCESS YOUR ACCOUNT WITH THE CREDENTIALS PROVIDED TO YOU BY JAUNT SERVICES INC. AND YOU WILL BE FULLY RESPONSIBLE AND LIABLE FOR ALL ACTIVITIES THAT OCCUR THROUGH THE USE OF YOUR CREDENTIALS. YOU AGREE TO NOTIFY JAUNT SERVICES INC. IMMEDIATELY IF YOU DISCOVER OR SUSPECT ANY UNAUTHORIZED USE OF YOUR CREDENTIALS, OR ANY OTHER BREACH OF SECURITY WITH RESPECT TO YOUR ACCOUNT ON THE SERVICE. JAUNT SERVICES INC. WILL NOT BE LIABLE FOR ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM UNAUTHORIZED USE OF YOUR CREDENTIALS.*

*ALL INFORMATION COLLECTED BY JAUNT SERVICES INC. DURING YOUR USE OF PLATFORM AND SERVICE WILL BE USED IN ACCORDANCE WITH THE JAUNT SERVICES INC. PRIVACY POLICY. ANY INFORMATION COLLECTED BY YOU ABOUT ANY USER WHO ENGAGES WITH THE PLATFORM OR SERVICE (A "JAUNT SERVICES INC. USER") MUST BE HANDLED IN A MANNER CONSISTENT WITH THE JAUNT SERVICES INC. PRIVACY POLICY.*

### *4. LICENSE GRANT, PLATFORM USE AND MONITORING*

*THE PLATFORM ALLOWS YOU TO CREATE CERTAIN COMPATIBILITY BETWEEN AN APPLICATION, SERVICE OR PRODUCT CREATED BY YOU ("YOUR APPLICATION") AND THE JAUNT SERVICES INC. SERVICE.*

*SUBJECT TO THESE PLATFORM TERMS, YOU ARE HEREBY GRANTED A LIMITED, NONEXCLUSIVE, NON-SUBLICENSABLE, NON-ASSIGNABLE (EXCEPT AS AUTHORIZED HEREIN), FREELY REVOCABLE LICENSE TO ACCESS AND USE THE PLATFORM AND SERVICE (AND ANY SUPPORTING DOCUMENTATION PROVIDED BY JAUNT SERVICES INC.) SOLELY FOR THE PURPOSE OF DEVELOPING YOUR APPLICATION TO USE THE*

*PLATFORM AND SERVICE AND DISPLAY AND TRANSMIT THE INFORMATION PROVIDED THEREFROM ("JAUNT SERVICES INC. CONTENT") TO END USERS. ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU HEREIN ARE RESERVED BY JAUNT SERVICES INC..*

*JAUNT SERVICES INC. MAY AT ANY TIME CHANGE THE SPECIFICATIONS OF OR RESTRICT OR LIMIT ACCESS TO THE PLATFORM OR SERVICE IN JAUNT SERVICES INC.'S SOLE DISCRETION, WITHOUT ANY LIABILITY TO YOU. YOUR RIGHT TO ACCESS AND USE THE PLATFORM AND SERVICE IS A PRIVILEGE, WHICH MAY BE REVOKED BY JAUNT SERVICES INC. AT ANY TIME, WITHOUT OR WITHOUT NOTICE. YOU ACKNOWLEDGE AND AGREE THAT JAUNT SERVICES INC. MAY USE ANY TECHNOLOGICAL MEANS TO ENFORCE THESE PLATFORM TERMS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, YOU HEREBY GRANT JAUNT SERVICES INC. THE RIGHT TO CRAWL, TEST OR OTHERWISE MONITOR YOUR APPLICATION FOR THE PURPOSE OF VERIFYING YOUR COMPLIANCE WITH THESE PLATFORM TERMS, AND THAT YOU WILL NOT BLOCK, ATTEMPT TO BLOCK OR OTHERWISE INTERFERE WITH SUCH CRAWLING OR MONITORING.*

## **5. LIMITATIONS**

**YOU AGREE THAT: YOU WILL:**

**A. AT ALL TIMES COMPLY WITH THESE PLATFORM TERMS AS WELL AS THE JAUNT SERVICES INC. POLICIES AND ALL OTHER TERMS GOVERNING YOUR USE OF THE PLATFORM AND SERVICE;**

**B. IMPLEMENT AND OBSERVE STANDARDS OF PRIVACY AND CONFIDENTIALITY FOR THE COLLECTION, USE AND SHARING OF ANY DATA RELATED TO ANY USER OF THE SERVICE THAT ARE AT LEAST AS STRINGENT AND USER-FAVORABLE AS THE STANDARDS SET FORTH IN THE JAUNT SERVICES INC. PRIVACY POLICY;**

**C. ADOPT AND PUBLISH A PRIVACY POLICY THAT IS EASILY ACCESSIBLE TO USERS, COMPLIES WITH APPLICABLE LAWS, AND THAT CLEARLY AND CONCISELY DISCLOSES HOW YOU COLLECT, USE, STORE, DISCLOSE, AND DESTROY DATA COLLECTED FROM USERS. YOU WILL ONLY COLLECT USER PERSONAL INFORMATION THAT IS NECESSARY FOR THE FUNCTIONALITY OF YOUR APPLICATION AND ONLY AS EXPRESSLY DESCRIBED IN YOUR PRIVACY POLICY;**

**D. NOTIFY JAUNT SERVICES INC. IMMEDIATELY IF YOU RECEIVE ANY COMPLAINT BASED ON YOUR USE OF THE PLATFORM OR SERVICE;**

*E. PROVIDE ANY INFORMATION AND/OR OTHER MATERIALS RELATED TO YOUR APPLICATION REQUESTED BY JAUNT SERVICES INC. FROM TIME TO TIME TO VERIFY YOUR COMPLIANCE WITH THESE PLATFORM TERMS;*

*F. IN YOUR APPLICATION, DISPLAY AND PROMOTE THE ABILITY TO USE THE PLATFORM, WITHOUT LIMITATION, BY LINKING TO THE JAUNT SERVICES INC. APPLICATION, AND INCORPORATING JAUNT SERVICES INC. BRANDING PURSUANT TO THE JAUNT SERVICES INC. TRADEMARK GUIDELINES.*

**YOU WILL NOT:**

*A. USE THE PLATFORM OR SERVICE IN ANY MANNER THAT IS COMPETITIVE TO JAUNT SERVICES INC. OR THE SERVICE, INCLUDING IN CONNECTION WITH ANY APPLICATION, WEBSITE OR OTHER PRODUCT OR SERVICE THAT ALSO INCLUDES, FEATURES, ENDORSES, OR OTHERWISE SUPPORTS IN ANY WAY A THIRD PARTY THAT PROVIDES SERVICES COMPETITIVE TO JAUNT SERVICES INC.'S PRODUCTS AND SERVICES, IN OUR SOLE DISCRETION;*

*B. MODIFY, ADAPT, TRANSLATE, DECOMPILE, DISASSEMBLE, REVERSE ENGINEER, REVERSE ASSEMBLE, ANALYZE OR OTHERWISE EXAMINE, PREPARE DERIVATIVE WORKS OF, MODIFY, OR ATTEMPT TO DERIVE SOURCE CODE FROM THE PLATFORM OR SERVICE, OR ATTEMPT TO DO ANY OF THE FOREGOING;*

*C. OBTAIN ACCESS TO THE PLATFORM OR SERVICE WITHOUT ALL NECESSARY AUTHORIZATION;*

*D. INCLUDE ANY VIRUSES, WORMS, TROJAN HORSES OR ANY OTHER HARMFUL CODE THAT COULD, IN JAUNT SERVICES INC.'S SOLE DISCRETION, AFFECT THE PLATFORM OR THE SERVICE;*

*E. COPY, DISTRIBUTE, REPRODUCE, SELL, RESELL, LEND, LEASE, RENT, USE, ALLOW ACCESS TO, OR OTHERWISE COMMERCIALIZE OR MONETIZE THE PLATFORM, SERVICE OR JAUNT SERVICES INC. CONTENT;*

*F. AGGREGATE THE JAUNT SERVICES INC. CONTENT (INCLUDING METADATA) TO CREATE DATABASES, OR ANY OTHER COMPILATIONS OF PLATFORM CONTENT OR JAUNT SERVICES INC. CONTENT, OR USE THE JAUNT SERVICES INC. CONTENT TO POPULATE ANY OTHER SITES, APPLICATIONS OR SERVICES OTHER THAN YOUR APPLICATION;*

*G. SUGGEST OR IMPLY ANY ENDORSEMENT OR APPROVAL OF YOUR APPLICATION OR ANY ADVERTISING OR THIRD PARTY CONTENT CONTAINED IN YOUR APPLICATION BY JAUNT SERVICES INC.;*

*H. INTERFERE OR ATTEMPT TO INTERFERE IN ANY MANNER WITH THE PROPER FUNCTIONING OF THE PLATFORM OR SERVICE;*

*I. CIRCUMVENT ANY TERRITORIAL FILTERING IMPOSED BY JAUNT SERVICES INC.;*

*J. USE THE PLATFORM OR SERVICE FOR ANY ILLEGAL OR UNAUTHORIZED PURPOSE, INCLUDING THE VIOLATION OR MISAPPROPRIATION ANY THIRD PARTY'S PRIVACY OR PUBLICITY RIGHTS, INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS;*

*K. COLLECT, CACHE OR STORE JAUNT SERVICES INC. PASSWORDS OF JAUNT SERVICES INC. USERS USING YOUR APPLICATION OR ANY OTHER JAUNT SERVICES INC. CONTENT, EXCEPT FOR LOCAL CACHING OF METADATA FOR UP TO 24 HOURS;*

*L. ACCESS OR USE OR ATTEMPT TO ACCESS OR USE ANY DATA OR CONTENT FROM ANY JAUNT SERVICES INC. USER THAT YOU DO NOT HAVE PROPER AUTHORIZATION TO ACCESS OR USE;*

*M. SEND MESSAGES TO OR COMMUNICATE WITH A JAUNT SERVICES INC. USER UNLESS SUCH USER EXPRESSLY CONSENTS TO SUCH COMMUNICATION;*

*N. REQUEST, COLLECT, SOLICIT OR OTHERWISE OBTAIN ACCESS TO USERNAMES, PASSWORDS OR OTHER AUTHENTICATION CREDENTIALS FROM ANY JAUNT SERVICES INC. USERS, OR TO PROXY AUTHENTICATION CREDENTIALS FOR ANY JAUNT SERVICES INC. USERS FOR THE PURPOSES OF AUTOMATING LOGINS TO THE PLATFORM WITHOUT ADDING MATERIAL ADDITIONAL FEATURES OR FUNCTIONALITY;*

*O. REMOVE, OBSCURE, OR ALTER ANY NOTICE OF PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT APPEARING IN THE PLATFORM, WHETHER OF JAUNT SERVICES INC. OR ANY OTHER THIRD PARTY;*

*P. ACCESS ANY UNDOCUMENTED FEATURE OF THE PLATFORM OR SERVICE, OR USE ANY DOCUMENTED FEATURE OF THE PLATFORM OR SERVICE OTHER THAN FOR ITS INTENDED PURPOSE;*

*Q. IMPOSE OR PURPORT TO IMPOSE ANY OBLIGATION ON ANY PERSON, OR GRANT OR PURPORT TO GRANT ANY RIGHT, POWER OR AUTHORITY TO YOURSELF OR ANY OTHER PERSON, THAT WOULD BE INCONSISTENT WITH THESE PLATFORM TERMS, AND YOU AGREE THAT ANY SUCH OBLIGATION, RIGHT, POWER OR AUTHORITY PURPORTEDLY IMPOSED OR GRANTED SHALL BE NULL AND VOID;*

*R. ATTEMPT TO CONCEAL YOUR IDENTITY OR YOUR APPLICATION'S IDENTITY WHEN REQUESTING AUTHORIZATION TO USE THE PLATFORM OR SERVICE OR USE ANY CREDENTIALS*

*OTHER THAN YOUR OWN OR USE ANY CREDENTIALS AFTER YOUR AUTHORIZATION HAS BEEN REVOKED BY JAUNT SERVICES INC.;*

*S. USE THE PLATFORM IN A MANNER THAT ADVERSELY IMPACTS THE STABILITY OF JAUNT SERVICES INC.'S SERVERS OR THE SERVICE OR ADVERSELY IMPACTS THE BEHAVIOR OF OTHER APPLICATIONS USING THE PLATFORM OR SERVICE, IN JAUNT SERVICES INC.'S SOLE DETERMINATION;*

*T. USE THE PLATFORM FOR THE PURPOSE OF COLLECTING PERSONALLY IDENTIFIABLE INFORMATION OF ANY JAUNT SERVICES INC. USER WITHOUT SUCH JAUNT SERVICES INC. USER'S PERMISSION;*

*U. USE THE PLATFORM OR SERVICE IN SUCH A WAY THAT KNOWINGLY HARMS, MISUSES, OR BRINGS INTO DISREPUTE JAUNT SERVICES INC. OR JAUNT SERVICES INC.'S BRANDS, TRADEMARKS, LOGOS OR NAMES;*

*V. DISTRIBUTE ANY APPLICATION ONLINE THROUGH ONE OR MORE WEBSITE(S) THAT IS/ARE IN ANY WAY SIMILAR TO THE PLATFORM OR SERVICE OR USE THE JAUNT SERVICES INC. TRADEMARKS, OR WORDS CONFUSINGLY SIMILAR OR DESCRIBING JAUNT SERVICES INC.'S PRODUCTS OR SERVICES, AS THE REGISTERED URL FOR YOUR WEBSITE(S), EXCEPT AS EXPRESSLY APPROVED IN WRITING BY JAUNT SERVICES INC.; AND*

*W. USE AN UNREASONABLE AMOUNT OF BANDWIDTH, STORAGE OR PROCESSING POWER AS DETERMINED BY JAUNT SERVICES INC. IN ITS SOLE DISCRETION, OR USE THE PLATFORM OR SERVICE IN A MANNER THAT EXCEEDS THE QUOTA LIMITATIONS SET FORTH HEREIN;*

*X. DO ANY OF THE FOLLOWING: (i) FACILITATE AND/OR PROMOTE ILLEGAL ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY ACTIVITY THAT IS FRAUDULENT, SUCH AS ENGAGING IN PHISHING OR OTHERWISE OBTAINING FINANCIAL OR OTHER PERSONAL INFORMATION IN A MISLEADING MANNER OR FOR MISLEADING PURPOSES, (ii) DEPICT SEXUALLY EXPLICIT IMAGES, (iii) PROMOTE VIOLENCE AND/OR DISCRIMINATION, (iv) INCORPORATE ANY MATERIALS, OR ENCOURAGE OR ENDORSE USERS TO POST OR UPLOAD ANY MATERIALS, THAT INFRINGE OR ASSIST OTHERS TO INFRINGE ON ANY INTELLECTUAL PROPERTY RIGHT, (v) ENGAGE IN THE ENDORSEMENT OF POLITICAL POSITIONS, POLITICAL CANDIDATES OR RELIGIOUS CAUSES, (vi) ENGAGE IN THE SALE OR ADVERTISEMENT OF PORNOGRAPHY, TOBACCO, FIREARMS OR PERSONAL HYGIENE PRODUCTS (BUT EXCLUDING SOAPS, SHAMPOOS, PERFUMES, LOTIONS AND TOOTHPASTES), (vii) ENGAGE IN SPAMMING OR OTHER ADVERTISING OR MARKETING ACTIVITIES THAT VIOLATE ANY APPLICABLE LAWS, REGULATIONS OR GENERALLY-ACCEPTED ADVERTISING INDUSTRY GUIDELINES, AND (viii) ENGAGE IN ANY ACTIVITY THAT IS MALICIOUS OR HARMFUL TO ANY PERSON OR ENTITY, INCLUDING AN ACTIVITY THAT MAY BE LIBELOUS OR DEFAMATORY, OR DISCRIMINATORY BASED ON RACE, COLOR, SEX, RELIGION, NATIONALITY,*

*ETHNIC OR NATIONAL ORIGIN, MARITAL STATUS, DISABILITY, SEXUAL ORIENTATION, AGE OR ANY OTHER PROTECTED CLASS PURSUANT TO U.S. FEDERAL OR ANY STATE LAWS.*

*Y. AS DETERMINED BY JAUNT SERVICES INC. IN ITS SOLE DISCRETION, REASONABLY BE CAPABLE OF MISLEADING A USER INTO BELIEVING THAT HE OR SHE IS INTERACTING DIRECTLY WITH THE PLATFORM OR SERVICE WHEN INTERACTING WITH YOUR APPLICATION.*

*Z. USE THE PLATFORM OR SERVICE TO INVESTIGATE, TRACK OR SURVEIL JAUNT SERVICES INC. USERS, OR TO OBTAIN INFORMATION ON JAUNT SERVICES INC. USERS, INFORMATION ON JAUNT SERVICES INC. USERS, IN A MANNER THAT WOULD REQUIRE VALID LEGAL PROCESS.*

## **6. OWNERSHIP**

*AS BETWEEN YOU AND JAUNT SERVICES INC., YOU ACKNOWLEDGE THAT JAUNT SERVICES INC. OWNS ALL RIGHT, TITLE, AND INTEREST IN THE PLATFORM AND SERVICE. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED BY JAUNT SERVICES INC. EXCEPT FOR THE LIMITED LICENSES EXPRESSLY GRANTED*

*HEREIN, THESE PLATFORM TERMS GRANT YOU NO RIGHT, TITLE, OR INTEREST IN ANY INTELLECTUAL PROPERTY OWNED OR LICENSED BY JAUNT SERVICES INC., INCLUDING (BUT NOT LIMITED TO) THE PLATFORM, THE SERVICE, JAUNT SERVICES INC. CONTENT, AND JAUNT SERVICES INC. TRADEMARKS. ANY RIGHTS GRANTED HEREUNDER ARE GRANTED SOLELY TO YOU AND NOT, BY IMPLICATION OR OTHERWISE, TO ANY PARENT, SUBSIDIARY, OR AFFILIATE OF YOU.*

*AS BETWEEN YOU AND JAUNT SERVICES INC., YOU OWN YOUR APPLICATION (SUBJECT TO THE BELOW AND JAUNT SERVICES INC.'S UNDERLYING RIGHTS IN THE PLATFORM AND SERVICE). YOU ARE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED BY YOU IN THE CREATION OF YOUR APPLICATION.*

*YOU ACKNOWLEDGE AND AGREE THAT JAUNT SERVICES INC. AND OTHER PLATFORM DEVELOPERS MAY INDEPENDENTLY DEVELOP OTHER APPLICATIONS THROUGH THEIR USE OF THE PLATFORM OR SERVICE OR OTHERWISE WHICH ARE IDENTICAL OR SIMILAR TO YOUR APPLICATION IN FUNCTION, CODE OR OTHER CHARACTERISTICS. YOU AGREE THAT YOU WILL HAVE NO OWNERSHIP OR INTELLECTUAL PROPERTY RIGHTS IN SUCH APPLICATIONS. BY SUBMITTING OR OTHERWISE MAKING AVAILABLE AN APPLICATION THAT USES THE PLATFORM OR SERVICE, YOU ACKNOWLEDGE AND AGREE THAT YOUR APPLICATION AND/OR ITS FUNCTIONALITY MAY BE REPLICATED, IMITATED OR OTHERWISE DUPLICATIVE WITH OTHER APPLICATIONS OR FUNCTIONALITY DEVELOPED BY JAUNT SERVICES INC. OR THIRD PARTIES.*

## **7. USAGE AND QUOTAS**

*JAUNT SERVICES INC. MAY LIMIT THE NUMBER OR NATURE OF NETWORK CALLS THAT YOUR APPLICATION MAY MAKE WITH THE PLATFORM AND SERVICE IN JAUNT SERVICES INC.'S SOLE DISCRETION. JAUNT SERVICES INC. MAY CHANGE SUCH USAGE LIMITS AT ANY TIME WITH OR WITHOUT NOTICE. WITHOUT LIMITING ANY OF ITS RIGHTS UNDER THE JAUNT SERVICES INC. POLICIES, AND THESE PLATFORM TERMS, JAUNT SERVICES INC. MAY USE TECHNICAL MEANS TO PREVENT OVER-USE AND/OR STOP USE OF THE PLATFORM OR SERVICE IF YOUR APPLICATION EXCEEDS USAGE LIMITATIONS.*

#### **8. ATTRIBUTION**

*YOU MUST PROVIDE ATTRIBUTION TO JAUNT SERVICES INC. WHEN YOU USE THE PLATFORM AND SERVICE IN CONNECTION WITH YOUR APPLICATION. THE ATTRIBUTION MUST BE IN A MANNER CONSISTENT JAUNT SERVICES INC.'S API GUIDELINES (WHICH MAY BE COMMUNICATED TO YOU IN WRITING FROM TIME TO TIME).*

*YOU SHALL PLACE THE FOLLOWING NOTICE PROMINENTLY IN THE "HELP" OR "ABOUT" SECTION (OR SIMILAR) OF YOUR APPLICATION: "THIS PRODUCT USES THE JAUNT SERVICES INC. PLATFORM BUT IS NOT ENDORSED, CERTIFIED, OR OTHERWISE APPROVED BY JAUNT SERVICES INC."*

*APART FROM PROVIDING ATTRIBUTION AS EXPRESSLY DESCRIBED IN THIS SECTION, YOU SHALL NOT USE THE NAME "JAUNT SERVICES INC." IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, IN THE HOSTNAME OF YOUR APPLICATION (I.E. JAUNT SERVICES INC..DOMAIN.COM) WITHOUT PRIOR EXPRESS WRITTEN PERMISSION FROM JAUNT SERVICES INC. IF YOU DO RECEIVE PERMISSION TO USE THE NAME, MARKS OR LOGOS OF JAUNT SERVICES INC., YOU MUST NOT USE THEM IN ANY MANNER THAT CREATES A FALSE SUGGESTION, EITHER DIRECTLY OR INDIRECTLY, THAT YOUR APPLICATION IS SPONSORED BY JAUNT SERVICES INC. OR AN "OFFICIAL" JAUNT SERVICES INC. APPLICATION. IN ADDITION, YOU MUST NOT USE THE NAME OF JAUNT SERVICES INC. IN ANY WAY THAT TAKES UNFAIR ADVANTAGE OF JAUNT SERVICES INC.'S GOODWILL OR IS LIKELY TO CAUSE CONSUMER CONFUSION.*

#### **9. TERMINATION**

*YOUR LICENSE TO THE PLATFORM AND SERVICE UNDER THESE PLATFORM TERMS CONTINUES UNTIL TERMINATED BY YOURSELF OR JAUNT SERVICES INC. YOU MAY TERMINATE THE LICENSE AT ANY TIME BY DISCONTINUING USE OF THE PLATFORM AND DELETING ALL COPIES OF THE PLATFORM AND SERVICE MATERIALS. JAUNT SERVICES INC. MAY TERMINATE THE LICENSE WITHOUT LIABILITY AT ANY TIME FOR ANY REASON, WITH OR WITHOUT NOTICE. ADDITIONALLY, YOUR RIGHTS TO USE THE PLATFORM AND SERVICE MAY BE TERMINATED IMMEDIATELY IF YOU VIOLATE ANY OF THE TERMS AND CONDITIONS HEREIN. UPON EXPIRATION OR TERMINATION OF THE LICENSE GRANTED HEREIN, YOU WILL DISCONTINUE ANY AND ALL USE OF THE PLATFORM AND SERVICE.*



#### **10. SUPPORT AND MODIFICATIONS**

*JAUNT SERVICES INC. MAY ELECT TO PROVIDE YOU WITH SUPPORT OR MODIFICATIONS FOR THE PLATFORM (COLLECTIVELY, "SUPPORT"), IN ITS SOLE DISCRETION, AND MAY TERMINATE SUCH SUPPORT AT ANY TIME WITHOUT NOTICE TO YOU. JAUNT SERVICES INC. MAY CHANGE, SUSPEND, OR DISCONTINUE ANY ASPECT OF THE PLATFORM OR SERVICE AT ANY TIME, INCLUDING THE AVAILABILITY OF ANY PLATFORM OR SERVICE FUNCTIONALITY. JAUNT SERVICES INC. MAY ALSO IMPOSE LIMITS ON CERTAIN FEATURES AND SERVICES OR RESTRICT YOUR ACCESS TO PARTS OR ALL OF THE PLATFORM OR SERVICE WITHOUT NOTICE OR LIABILITY. JAUNT SERVICES INC. SHALL HAVE NO LIABILITY TO YOU FOR ANY CHANGES IN OR DISCONTINUATION OF THE PLATFORM, SERVICE, OR ANY SUPPORT.*

#### **11. LICENSE TO JAUNT SERVICES INC.**

*YOU HEREBY GRANT JAUNT SERVICES INC. A ROYALTY FREE LICENSE TO REPRODUCE AND PUBLICLY DISPLAY YOUR COMPANY NAME, YOUR APPLICATION NAME AND/OR LOGO FOR THE PURPOSE OF PROMOTING YOUR APPLICATION ON ANY WEBSITE OR SOCIAL MEDIA*

*ACCOUNTS OWNED OR CONTROLLED BY OR ON BEHALF OF JAUNT SERVICES INC., AND OTHER RELATED MARKETING MATERIALS AND MARKETING COLLATERAL, WHETHER ONLINE OR OFFLINE, AND THROUGH ANY MEDIUM AND USING ANY TECHNOLOGY, WHETHER NOW KNOWN OR HEREAFTER CREATED, SELECTED BY JAUNT SERVICES INC. IN ITS SOLE DISCRETION. YOU SHALL RETAIN ALL OWNERSHIP RIGHTS IN YOUR COMPANY NAME, LOGO AND YOUR APPLICATION, AND THE GOODWILL OF ANY USE BY JAUNT SERVICES INC. SHALL INURE TO YOUR BENEFIT.*

#### **12. FEES; TAXES**

*JAUNT SERVICES INC. RESERVES THE RIGHT TO CHARGE A FEE FOR USING THE PLATFORM AND SERVICE IN ITS SOLE DISCRETION. YOU DO NOT HAVE AN OBLIGATION TO CONTINUE USING THE PLATFORM OR SERVICE SHOULD JAUNT SERVICES INC. EXERCISE ITS RIGHT TO CHARGE A FEE. ALL FEES ARE EXCLUSIVE OF APPLICABLE TAXES (E.G., SALES, USE, OR VALUE-ADDED TAX), UNLESS OTHERWISE STATED, AND YOU ARE SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY SUCH TAXES THAT MAY BE IMPOSED ON YOUR USE OF THE PLATFORM OR SERVICE. JAUNT SERVICES INC. WILL PROVIDE YOU WITH NOTICE PRIOR TO THE IMPOSITION OF ANY FEES AND YOU WILL HAVE THE OPPORTUNITY TO TERMINATE YOUR USE OF THE PLATFORM AND SERVICE PRIOR TO BEING SUBJECT TO THE PAYMENT OF ANY FEES.*

#### **13. REPRESENTATIONS AND WARRANTIES**

*YOU HEREBY REPRESENT AND WARRANT THAT:*

*A. YOU WILL AT ALL TIMES COMPLY WITH THESE PLATFORM TERMS, THE JAUNT SERVICES INC. TERMS OF USE, THE JAUNT SERVICES INC. PRIVACY POLICY, AND ALL OTHER TERMS GOVERNING YOUR USE OF THE PLATFORM AND SERVICE; B. YOU HAVE THE RIGHT TO DISTRIBUTE, OR OTHERWISE MAKE AVAILABLE, YOUR APPLICATION TO YOUR END USERS, AND THE OPERATION OF YOUR APPLICATION WILL AT ALL TIMES COMPLY WITH YOUR APPLICATION'S TERMS OF SERVICE AND PRIVACY POLICY AND DOES NOT AND WILL NOT INFRINGE THE RIGHTS OF ANY THIRD PARTY; C. YOUR APPLICATION WILL COMPLY WITH ALL APPLICABLE LOCAL, STATE, NATIONAL AND INTERNATIONAL LAWS AND REGULATIONS, INCLUDING, WITHOUT LIMITATION, COPYRIGHT AND OTHER LAWS PROTECTING PROPRIETARY RIGHTS, AND ALL APPLICABLE EXPORT CONTROL LAWS AND REGULATIONS AND COUNTRY-SPECIFIC ECONOMIC SANCTIONS IMPLEMENTED BY THE UNITED STATES OFFICE OF FOREIGN ASSETS CONTROL; D. IF YOUR APPLICATION INVOLVES PAYMENT OR ACCOUNT INFORMATION, YOU WILL COMPLY WITH ALL RULES AND REGULATIONS OF ANY APPLICABLE PAYMENT NETWORK OR ASSOCIATION, INCLUDING, BUT NOT LIMITED TO, ANY WIDELY-ADOPTED INDUSTRY STANDARDS FOR CREDIT CARD OR OTHER PAYMENT INFORMATION AND PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION; AND E. YOU WILL PROVIDE ANY INFORMATION AND/OR OTHER MATERIALS RELATED TO YOUR APPLICATIONS REQUESTED BY JAUNT SERVICES INC. FROM TIME TO TIME TO VERIFY YOUR COMPLIANCE WITH THESE PLATFORM TERMS.*

#### **14. INDEMNIFICATION**

*YOU HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS JAUNT SERVICES INC. AND ITS CONTRACTORS, DIRECTORS, AGENTS AND REPRESENTATIVES, FROM ANY LIABILITY, LOSS OR CLAIM ARISING OUT OF OR RELATING TO: (A) YOUR BREACH OR ALLEGED BREACH OF THESE PLATFORM TERMS; (B) YOUR USE OF OR INTERACTION WITH THE PLATFORM OR SERVICE OTHER THAN AS EXPRESSLY PERMITTED HEREIN; (C) YOUR APPLICATION OR BUSINESS; (D) YOUR VIOLATION OF ANY LAW, TREATY, REGULATION OR OTHER GOVERNMENTAL ORDER; OR (E) YOUR VIOLATION OF THE INTELLECTUAL, PROPRIETARY OR OTHER RIGHTS OF ANY THIRD PARTIES. YOU WILL CONTROL THE DEFENSE AND SETTLEMENT OF ANY CLAIM SUBJECT TO INDEMNIFICATION BY YOU HEREUNDER, PROVIDED THAT JAUNT SERVICES INC. MAY AT ANY TIME ELECT TO TAKE OVER CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM. YOU MAY NOT SETTLE ANY SUCH CLAIM WITHOUT JAUNT SERVICES INC.'S PRIOR WRITTEN CONSENT.*

#### **15. DISCLAIMER; LIMITATION OF LIABILITY**

*JAUNT SERVICES INC. DOES NOT WARRANT THAT THE PLATFORM, SERVICE, JAUNT SERVICES INC. CONTENT, OR ANY DATA, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE PLATFORM WILL BE UNINTERRUPTED, ACCURATE, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DOES NOT WARRANT THAT ANY OF THE FOREGOING SHALL BE CORRECTED. JAUNT SERVICES INC. IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY JAUNT SERVICES INC. USER.*

*THE PLATFORM AND SERVICE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, JAUNT SERVICES INC., AND ITS AFFILIATES, PARTNERS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM JAUNT SERVICES INC., OR ANYONE ACTING ON BEHALF OF JAUNT SERVICES INC., OR THROUGH THE PLATFORM OR SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU UNDERSTAND AND AGREE THAT YOU ACCESS, DOWNLOAD OR USE THE PLATFORM OR SERVICE AT YOUR*

*DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING ANY COMPUTER SYSTEMS USED IN CONJUNCTION WITH THE SERVICE AND THE PLATFORM) OR LOSS OF DATA THAT RESULTS FROM ACCESSING, DOWNLOADING OR USING THE SERVICE AND PLATFORM.*

*UNDER NO CIRCUMSTANCES WILL JAUNT SERVICES INC. BE LIABLE TO YOU FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST BUSINESS, REVENUE, OR ANTICIPATED PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT JAUNT SERVICES INC. WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES OR LIABILITY CONTAINED IN THESE PLATFORM TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION WHERE YOU ARE LOCATED.*

*YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION, THE TERM JAUNT SERVICES INC. INCLUDES JAUNT SERVICES INC.'S OFFICERS, DIRECTORS, CONTRACTORS, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS.*

*YOU ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS CONTAINED IN THIS SECTION AND ELSEWHERE IN THESE PLATFORM TERMS ARE A CONDITION PRECEDENT TO JAUNT SERVICES INC. GRANTING YOU THE LICENSE HEREIN. YOU FURTHER ACKNOWLEDGE AND AGREE THAT JAUNT SERVICES INC. WOULD NOT BE ABLE TO PROVIDE YOU WITH ACCESS TO THE*

*PLATFORM OR SERVICE WITHOUT THE LIMITATION OF LIABILITY SET FORTH IN THESE PLATFORM TERMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AND JAUNT SERVICES INC. ACKNOWLEDGE AND AGREE THAT (A) THE PROVISIONS HEREOF THAT LIMIT LIABILITY, DISCLAIM WARRANTIES, OR EXCLUDE CONSEQUENTIAL DAMAGES OR OTHER DAMAGES OR REMEDIES WILL BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISIONS AND WILL BE ENFORCED AS SUCH, REGARDLESS OF ANY BREACH OR OTHER OCCURRENCE, AND (B) ALL LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTIES, AND EXCLUSIONS OF CONSEQUENTIAL DAMAGES OR OTHER DAMAGES OR REMEDIES WILL REMAIN FULLY VALID, EFFECTIVE, AND ENFORCEABLE IN ACCORDANCE WITH THEIR RESPECTIVE TERMS, EVEN UNDER CIRCUMSTANCES THAT CAUSE ANY EXCLUSIVE REMEDY UNDER THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE.*

#### **16. API PARTNER PROGRAMS**

*A. API INTEGRATION, REGISTER FOR JAUNT SERVICES INC. AND COMPLETE THEIR FIRST TRIP REQUESTED VIA THE JAUNT SERVICES INC. PLATFORM ("NEW JAUNT SERVICES INC. USERS"), AS FURTHER SET FORTH HEREIN. WE MAKE NO GUARANTEE OF THE NUMBER OF DOWNLOADS OR LEVEL OF USE, CLICKS OR IMPRESSIONS THAT MAY BE GENERATED FOR YOUR APPLICATION BY PARTICIPATING IN THE AFFILIATE PROGRAM OR USING THE JAUNT SERVICES INC. API, OR THE AMOUNT OF INCENTIVES YOU MAY BE ELIGIBLE FOR OR ULTIMATELY EARN. WE RESERVE THE RIGHT TO CHANGE THE AMOUNT OR TYPE OF INCENTIVES OFFERED, OR TO CEASE OFFERING INCENTIVES, AT ANY TIME IN OUR SOLE DISCRETION.*

*B. IF YOU ARE ELIGIBLE UNDER THIS AGREEMENT, WE WILL COMPENSATE YOU FOR ANY INCENTIVES THAT YOU EARN THROUGH THE AFFILIATE PROGRAM WITHIN SIXTY (60) DAYS OF THE END OF THE MONTH IN WHICH EARN SUCH INCENTIVES. WE WILL NOTIFY YOU VIA EMAIL TO THE ADDRESS YOU PROVIDED TO US FOR YOUR DEVELOPER ACCOUNT AND PROVIDE YOU WITH FURTHER INSTRUCTIONS IN ORDER TO CREATE AN INVOICE. WE ARE NOT RESPONSIBLE OR LIABLE FOR THE INABILITY TO PROVIDE INCENTIVES DUE TO INACCURATE JAUNT SERVICES INC. ACCOUNT OR PAYMENT ACCOUNT INFORMATION PROVIDED BY YOU. IN ADDITION, WE MAY BE REQUIRED BY LAW TO OBTAIN TAX INFORMATION FROM YOU IF YOUR INCENTIVES ARE CONSIDERED TAXABLE IN THE UNITED STATES OR ANY OTHER JURISDICTION, AND IF WE REQUEST THIS INFORMATION AND YOU DO NOT PROVIDE IT TO US, WE MAY WITHHOLD YOUR INCENTIVES UNTIL SUCH INFORMATION IS PROVIDED. YOU ARE RESPONSIBLE FOR ALL FEDERAL, STATE AND LOCAL TAX LIABILITIES. FINALLY, IF WE DETERMINE THAT PAYMENT OF INCENTIVES TO YOU IN ANY JURISDICTION IS ILLEGAL UNDER APPLICABLE LAWS, THEN WE MAY RESERVE THE RIGHT TO NOT PAY INCENTIVES IN THAT JURISDICTION.*

*C. YOU MAY NOT BE ELIGIBLE TO EARN AN INCENTIVE UNDER CERTAIN CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING SCENARIOS:*

*A NEW JAUNT SERVICES INC. USER WHO CANNOT BE ATTRIBUTED AS ORIGINATING FROM YOUR APPLICATION WITHIN A SPECIFIC ATTRIBUTION WINDOW;*

*A NEW JAUNT SERVICES INC. USER WHO DOWNLOADS THE JAUNT SERVICES INC. APPLICATION AND WHILE ORIGINATING FROM YOUR APPLICATION DOES NOT MEET THE ELIGIBILITY CRITERIA BASED ON SUCH NEW JAUNT SERVICES INC. USER'S USE OF JAUNT SERVICES INC.'S SERVICE;*

*TRANSACTIONS WHERE YOU AND THE NEW JAUNT SERVICES INC. USER ARE THE SAME PERSON;*

*A NEW JAUNT SERVICES INC. USER ORIGINATES FROM YOUR APPLICATION IN ERROR OR VIA FRAUDULENT OR ILLEGAL MEANS; AND*

*WE DETERMINE IN OUR SOLE DISCRETION THAT YOU ARE VIOLATING THESE PLATFORM TERMS OR THE JAUNT SERVICES INC. TERMS OF SERVICE.*

*D. PARTICIPATION IN THE AFFILIATE PROGRAM MAY INVOLVE THE USE OF SPECIAL PROMOTIONAL CAMPAIGNS FOR NEW USERS OR MEMBERS OF THE AFFILIATE PROGRAM. THIS MAY INCLUDE, WITHOUT LIMITATION, CREATING, IN OUR SOLE DISCRETION, PROMOTIONAL CODES ("PROMO CODES") THAT MAY BE REDEEMED FOR ACCOUNT CREDIT OR OTHER FEATURES OR BENEFITS RELATED TO THE JAUNT SERVICES INC. PLATFORM, SUBJECT TO TERMS AND CONDITIONS THAT WE ESTABLISH ON A PER-PROMO CODE BASIS. IF WE PERMIT YOU TO USE A PROMO CODE, YOU AGREE THAT:*

*THEY MUST BE USED FOR THE INTENDED AUDIENCE AND PURPOSE, AND IN A LAWFUL MANNER;*

*THEY MAY NOT BE DUPLICATED, SOLD OR TRANSFERRED IN ANY MANNER, OR MADE AVAILABLE TO THE GENERAL PUBLIC, UNLESS EXPRESSLY PERMITTED BY US;*

*THEY MAY BE DISABLED BY JAUNT SERVICES INC. AT ANY TIME FOR ANY REASON WITHOUT ANY LIABILITY TO YOU OR ANY THIRD PARTY; AND*

*THEY MAY ONLY BE USED PURSUANT TO THE SPECIFIC TERMS THAT WE ESTABLISH FOR SUCH PROMO CODE. WE RESERVE THE RIGHT TO WITHHOLD OR DEDUCT CASH, CREDITS OR OTHER FEATURES OR BENEFITS OBTAINED THROUGH THE USE OF PROMO CODES BY YOU OR ANY OTHER APPLICABLE USER OF THE JAUNT SERVICES INC. SERVICES IF WE REASONABLY DETERMINE THAT THE USE OR REDEMPTION OF THE PROMO CODES WAS IN ERROR, OR WAS FRAUDULENT, ILLEGAL OR IN VIOLATION OF THE APPLICABLE PROMO CODE TERMS, THIS AGREEMENT OR THESE PLATFORM TERMS.*

## **17. ARBITRATION**

*\*YOU AND WE AGREE THAT ANY LEGAL DISPUTES OR CLAIMS ARISING OUT OF OR RELATED TO THESE PLATFORM TERMS OR THE JAUNT SERVICES INC. API (INCLUDING BUT NOT LIMITED TO THE USE OF THE JAUNT SERVICES INC. PLATFORM AND/OR THE SERVICES, OR THE INTERPRETATION, ENFORCEABILITY, REVOCABILITY, OR VALIDITY OF THE AGREEMENT, OR THE ARBITRABILITY OF ANY DISPUTE), THAT CANNOT BE RESOLVED INFORMALLY SHALL BE SUBMITTED TO BINDING ARBITRATION IN THE STATE IN WHICH THE AGREEMENT WAS PERFORMED.), OR AS OTHERWISE MUTUALLY AGREED BY YOU AND WE. ANY JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. CLAIMS SHALL BE BROUGHT WITHIN THE TIME REQUIRED BY APPLICABLE LAW. YOU AND WE AGREE THAT ANY CLAIM, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THE AGREEMENT MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE, COLLECTIVE, OR CLASS PROCEEDING.*

*YOU ACKNOWLEDGE AND AGREE THAT YOU AND JAUNT SERVICES INC. ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.\**

#### **18. FLIGHT DELAYS**

*PLEASE BE ADVISED IF YOUR FLIGHT DELAYS PAST A MIDNIGHT ARRIVAL. ADDITIONAL CHARGES WILL BE INCURRED, AND/OR POSSIBLE CANCELLATION OF RESERVATION DUE TO EXCESSIVE DELAYS, OTHER SCHEDULED RESERVATION CONFLICTS, DRIVER AVAILABILITY AND ANY OTHER UNFORESEEN CIRCUMSTANCES.*

#### **19. GENERAL**

*THESE PLATFORM TERMS AND ANY ARBITRATION ARISING FROM DISPUTES UNDER THESE PLATFORM TERMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD FOR ITS CONFLICT OF LAWS PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE PLATFORM TERMS WILL BE BROUGHT EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF PINELLAS COUNTY, FLORIDA, USA, AND YOU CONSENT TO JURISDICTION IN THOSE COURTS. YOU MAY NOT TRANSFER OR ASSIGN THESE PLATFORM TERMS OR ANY OF THE RIGHTS OR LICENSES GRANTED UNDER THESE PLATFORM TERMS, WITHOUT THE PRIOR WRITTEN CONSENT OF JAUNT SERVICES INC.. ANY ATTEMPTED TRANSFER IN VIOLATION OF THE FOREGOING IS VOID. JAUNT SERVICES INC. MAY FREELY ASSIGN THESE PLATFORM TERMS AT ANY TIME WITH OR WITHOUT NOTICE. THE PARTIES ARE INDEPENDENT CONTRACTORS WITH RESPECT TO EACH OTHER. THESE PLATFORM TERMS DO NOT CONSTITUTE AND MAY NOT BE CONSTRUED AS CONSTITUTING A PARTNERSHIP OR JOINT VENTURE BETWEEN YOU AND JAUNT SERVICES INC., OR AN EMPLOYEE-EMPLOYER RELATIONSHIP. THE FAILURE OF JAUNT SERVICES*

*INC. TO EXERCISE OR ENFORCE ANY RIGHT OR PROVISION OF THESE PLATFORM TERMS WILL NOT CONSTITUTE A WAIVER OF SUCH RIGHT OR PROVISION. ANY WAIVER OF ANY PROVISION OF THESE PLATFORM TERMS WILL BE EFFECTIVE ONLY IF IN WRITING AND SIGNED BY JAUNT SERVICES INC.. IF ANY PROVISION OF THESE PLATFORM TERMS IS HELD TO BE*

*UNLAWFUL, VOID, OR FOR ANY REASON UNENFORCEABLE, THEN THAT PROVISION WILL BE LIMITED OR ELIMINATED FROM THESE PLATFORM TERMS TO THE MINIMUM EXTENT NECESSARY AND WILL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PROVISIONS. UPON TERMINATION OF THESE PLATFORM TERMS, ANY PROVISION WHICH, BY ITS NATURE OR EXPRESS TERMS SHOULD SURVIVE, WILL SURVIVE SUCH TERMINATION OR EXPIRATION.*

## **20. REFUNDS**

*FOR RIDES, WE MAY CHARGE A CANCELLATION FEE SHOULD YOU CANCEL YOUR RIDE IN LESS THAN 24 HOURS FROM YOUR SCHEDULED PICKUP TIME, YOU'LL BE CHARGED \$10 FOR CANCELLING A SCHEDULED RIDE. AND THE DIFFERENCE MINUS YOUR CANCELLATION FEE WILL BE REFUNDED WITHIN THE SAME METHOD OF PAYMENT VIA THE INITIAL CHARGE MADE. REFUNDS ARE PROCESSED WITHIN 24 HOURS PLEASE CONTACT YOUR FINANCIAL INSTITUTION FOR ACCOUNT CREDIT AVAILABILITY. IF ASSISTANCE IS NEEDED PLEASE CONTACT THE MAIN OFFICE VIA MAIL TO:*

**JAUNT SERVICES INC.**

**495 ALT 19 #1862 PALM HARBOR, FL 34683**

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