

## **KNACHO Driver Program Terms**

Last Updated: April 7th, 2022

Thank you for your interest in participating in the Driver Program offered by Ansilazo LLC. ("KNACHO," "we," or "us"). KNACHO operates an eye level digital media network that helps businesses deliver outdoor marketing content through rooftop advertising displays. KNACHO strictly provides advertising and related services; it is not in the business of operating passenger vehicles or transportation services of any kind. The Program (as defined below) is made available through our website at [www.KNACHO.com](http://www.KNACHO.com), along with our related websites, networks, computer programs and/or mobile applications (the "**Software**"), and other services provided by us (collectively, the "Service"). These Driver Program Terms and KNACHO's Privacy Policy (together, the "Terms") are a legally binding contract between you and KNACHO regarding your participation in the Program.

### **PLEASE READ THE FOLLOWING TERMS CAREFULLY.**

BY CLICKING "AGREE" BELOW OR OTHERWISE ACCEPTING THESE TERMS, YOU REPRESENT AND AGREE THAT YOU ARE CUSTOMARILY ENGAGED IN A SEPARATE AND INDEPENDENT BUSINESS OF PROVIDING DRIVER OR TRANSPORTATION SERVICES.

BY CLICKING "AGREE" BELOW OR OTHERWISE ACCEPTING THESE TERMS, YOU FURTHER AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR PARTICIPATION IN THE PROGRAM, YOU AGREE TO BE BOUND BY, THESE TERMS.

IF YOU DO NOT MEET THE DRIVER PROGRAM REQUIREMENTS SET FORTH IN THE ATTACHED EXHIBIT B, OR DO NOT AGREE TO THE TERMS, THEN YOU MAY NOT PARTICIPATE IN THE PROGRAM. KNACHO DETERMINES YOUR ELIGIBILITY FOR PARTICIPATION IN THE PROGRAM IN ITS SOLE DISCRETION.

**ARBITRATION NOTICE.** EXCEPT FOR CERTAIN KINDS OF DISPUTES DESCRIBED IN SECTION 15, YOU AGREE THAT DISPUTES ARISING UNDER THESE TERMS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT, AND BY ACCEPTING THESE TERMS, YOU AND KNACHO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT). YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. SEE SECTION 15 FOR DETAILS AND ADDITIONAL EXPLANATORY INFORMATION.

1. **Program Overview.** KNACHO offers drivers who are in the full- or part-time business of participating in the passenger transport or on-demand delivery services that appear on our list of approved services attached as Exhibit A (each an "**Approved Driving Program**") an opportunity to earn a Program Fee (defined in Section 9.1 below) by creating a User Account (defined in Section 3 below) on the Service, allowing the installation of Program Equipment (defined in Section 6 below) on their vehicles and enabling the Program Equipment to display advertisements and other content delivered by KNACHO while participating in an Approved Driving Program (the "**Program**"). The selection of advertisements and other content that is displayed on the Program Equipment is made by KNACHO in its sole discretion.
2. **Program Requirements.** You must be at least 21 years old to participate in the Program and you must comply with all of the program requirements attached as Exhibit B (the "**Program Requirements**"). By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 21 years old; (b) your participation in the Program fully complies, and will comply at all times during the Term, with the Program Requirements; (c) you have not previously been suspended or removed from the Program; and (d) your registration and participation in the Program complies with any and all applicable laws and regulations, as well as other agreements to which you are a party.
3. **Accounts and Registration.** To participate in the Program, you must create and maintain a user account (your "**User Account**"). When you register your User Account, we will ask you to share certain information with us, including your name, email, home address, bank account number and information about your insurance coverage and vehicle. You agree that the information you provide to us during the User Account creation process is accurate and that you will keep it accurate and updated at all times during the Term. When you register a User Account you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your User Account and password, and you accept responsibility for all activities that occur under your User Account. If you believe that your User Account is no longer secure, then for your own protection as well as ours, you must immediately notify us at [support@knacho.com](mailto:support@knacho.com).
4. **Licenses**
  - a. **Limited License.** Subject to your complete and ongoing compliance with these Terms, KNACHO grants you, solely for your use in connection with the Program, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) install and use one object code copy of any Software obtained from a legitimate marketplace on a mobile device that you own or control; and (b) access and use the Service.
  - b. **Feedback.** If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Program or the Service ("**Feedback**"), then you hereby grant KNACHO an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Program and Service and create new products and services.

5. **Ownership; Proprietary Rights; Confidentiality.** The Program is operated by KNACHO. Materials and information made available to you in connection with the Program, including all intellectual property rights in the Service and Program Equipment (collectively, "**Materials**") are protected by intellectual property and other laws. As between you and KNACHO, all Materials are the property of KNACHO or its third party licensors. Except as expressly authorized by KNACHO, you may not make use of the Materials. KNACHO reserves all rights to the Materials not granted expressly in these Terms. You agree to keep the Materials confidential, not to disclose the Materials to any third party and not to use the Materials other than in connection with your participation in the Program.
  
6. **Equipment.**
  - a. **Program Equipment.** During the Term, KNACHO may provide you with certain hardware and other equipment to be installed in or on your vehicle in order to enable you to participate in the Program (the "**Program Equipment**"). You agree that you will use the Program Equipment solely as directed by KNACHO and not make any modifications to the Program Equipment not expressly authorized by KNACHO. You hereby acknowledge that the Program Equipment contains tracking mechanisms that allow KNACHO to determine the geographic location of the Program Equipment, and you agree that we may monitor and record the location of the Program Equipment at all times.
  
  - b. **Ownership of Program Equipment.** KNACHO will own and retain title to all of the items of Program Equipment. You, at your sole expense, will protect KNACHO's title and keep the Program Equipment free from all claims, liens, encumbrances and legal processes. You agree that the Program Equipment is not and will not be subject to any lien, encumbrance, mortgage or deed of trust, or any other such interest originating from or through you. The Program Equipment is the personal property of KNACHO. In the event you lose possession of the vehicle on which the Program Equipment is installed, you will promptly notify KNACHO. Your notice to KNACHO must include the contact information of the party possessing your vehicle. You will also immediately notify the party possessing such vehicle that the Program Equipment is the sole property of KNACHO.
  
  - c. **Maintenance.** You must maintain the Program Equipment in accordance with any instructions provided by KNACHO and in the same condition as when delivered to you (subject to normal wear and tear). You must promptly report to KNACHO any damage to the Program Equipment that you become aware of. You acknowledge that the clearance of your vehicle will change with the Program Equipment installed. You must note the

dimensions of the Program Equipment and take appropriate steps to ensure that you do not damage the Program Equipment by entering an area with inadequate clearance. You will pay KNACHO for the cost of repair or replacement of Program Equipment damaged beyond reasonable wear and tear within thirty (30) days of receipt of KNACHO's invoice for such repair or replacement. You remain solely responsible for any authorized or unauthorized use of the Program Equipment. From time to time, as requested by KNACHO, you must bring your vehicle to the KNACHO facility for scheduled inspections of the Program Equipment. You must reply to any communication from KNACHO regarding the maintenance and/or diagnostics of your Program Equipment within twenty-four (24) hours of receiving such communication.

- d. **Return.** Upon termination of these Terms: (a) you will facilitate the removal of such Program Equipment by KNACHO at KNACHO's facility or at such other location determined by KNACHO in its sole discretion; and (b) you will pay KNACHO within thirty (30) days of receipt of KNACHO's invoice for any damage to the Program Equipment beyond normal wear and tear occurring during the Term. If you plan to sell your vehicle or otherwise transfer it to a third party, you must return the Program Equipment prior to doing so in accordance with this Section 6.4.
  
- e. **Repossession.** If, following the termination of these Terms, you fail to cooperate with KNACHO to facilitate the removal and return of any and all Program Equipment, KNACHO may (a) demand that you return the Program Equipment to KNACHO; (b) send you an invoice for the value of the Program Equipment, which you will pay within thirty (30) days of receipt; (c) take possession of the Program Equipment, wherever it may be located, including on your private property, without demand or notice, without any court order or other process of law and without liability to you for any damages occasioned by such taking of possession; and (d) notwithstanding Section 15 below, pursue any other remedy available at law or in equity, including seeking damages, specific performance or an injunction. Without limiting the foregoing, if, at any time, you fail to respond to a communication from KNACHO for ten (10) business days, KNACHO may proceed directly to take possession of the Program Equipment in accordance with this Section 6.5.
  
- f. **Insurance.**
  - i. During any period in which the Program Equipment is installed on your vehicle, you agree to maintain automobile insurance that fully satisfies the requirements of the Approved Driving Program in which you participate. Upon request, you must provide a copy of your insurance

policy, proof of insurance card and/or proof that you have timely paid your insurance premium. You must notify KNACHO of any lapse in your insurance coverage or cancellation of your insurance policy.

ii. **You acknowledge that it is your responsibility to ensure that your automobile liability insurance, together with any insurance provided by the Approved Driving Programs in which you participate, provides adequate coverage at all times while the Program Equipment is installed on your vehicle.** KNACHO has no control over your selection of your insurance provider or coverages. It is your responsibility to resolve any questions regarding the applicability of your insurance with your insurer.

iii. If your insurance provider provides any monetary compensation to you in connection with loss of, or damage to, the Program Equipment, you agree to notify KNACHO promptly of any such compensation and to remit the balance of such compensation to KNACHO immediately upon receipt.

7. **Restrictions.** Except as otherwise explicitly set forth in this Agreement, you will not, and you will not permit or authorize any third party to: (a) reproduce, distribute, publicly display, or publicly perform the Service; (b) modify, translate, reverse engineer, decompile, disassemble, or otherwise derive the source code, firmware, or the underlying ideas, algorithms, structure, or organization of the Service, the Software, the Program Equipment, or any other software (including firmware) associated therewith (except to the extent that applicable laws prevent the prohibition of such activities); or (c) interfere with, circumvent, tamper with or disable any feature of the Service, the Software, the Program Equipment or any other software (including firmware) associated therewith, including any security or access control mechanism, or take any other action that creates safety risk with respect to the Program Equipment. **You are responsible for any liability, damage, loss, or expense resulting from any of the foregoing restricted activities.** You will obtain KNACHO's written consent prior to permitting a third party to use or operate the Program Equipment for the purpose of participating in an Approved Driving Program or otherwise. If you are prohibited under applicable law from using the Service, you may not use it.

8. **Conduct.** At all times while operating a vehicle containing Program Equipment or otherwise engaging in activities in connection with the Program, you agree that:

- a. you will not disparage KNACHO, our advertisers and partners, or the Program;
- b. you will comply with all laws applicable to your activities (including all

traffic laws); and

- c. you will comply at all times with all of the Program Requirements.

## 9. **Payment.**

- a. **Program Fees.** As consideration for your participation in the Program, KNACHO agrees to pay you the fees, if any, that you have earned as set forth in Exhibit C (the "Program Fees"). Exhibit C may be modified from time to time by KNACHO upon fifteen ( 15) days' notice to you.
- b. **Withholding of Program Fees.** KNACHO may withhold the Program Fees if at any time you fail to (a) comply with or meet the Program Requirements, (b) provide any information KNACHO may reasonably request, (c) respond to a communication from KNACHO for five (5) business days from the date of such communication, or (d) subject to an Approved Exception, respond to any communication from KNACHO related to monitoring or diagnostics of your Program Equipment within twenty-four (24) hours.

An "**Approved Exception**" is a circumstance that renders your compliance with a requirement impossible or impracticable, such as illness, family issues or travel. A request for an Approved Exception must be communicated to KNACHO in writing. KNACHO may request that you provide documentation in connection with your request for an Approved Exception. An Approved Exception may be granted or denied by KNACHO in its sole discretion.

- c. **Taxes.** You are responsible for and will pay all taxes and other governmental charges resulting from your participation in the Program, except for government taxes imposed on the net income, personnel, or real property of KNACHO.

10. **Modification of these Terms.** We reserve the right to change these Terms on a going-forward basis at any time upon fifteen (15) days' notice. Please check these Terms periodically for changes. Modifications are effective upon publication. Except as expressly permitted in this Section 10, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

## 11. **Term and Termination**

- a. **Term.** These Terms are effective beginning when you accept the Terms or

when the Terms are published and ending when terminated as described in Section 11.2 (the "**Term**").

- b. **Termination.** If you violate any provision of these Terms, including but not limited to the Program Requirements, your authorization to access and use the Service and these Terms may automatically terminate. In addition, KNACHO may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice. You may terminate your account and these Terms at any time by emailing us at [support@knacho.com](mailto:support@knacho.com) to notify us of your desire to end your participation in the Program and promptly cooperating with KNACHO to facilitate the removal and return of all Program Equipment.
  - c. **Effect of Termination.** Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your User Account; (c) you will no longer earn any additional Program Fees; (d) KNACHO will remove and inspect your Program Equipment pursuant to Section 6.4 above; and (e) Sections 4.2, 5, 6, 11.3, 12, 13, 14, 15 and 16 will survive.
  - d. **Modification of the Program.** KNACHO reserves the right to modify or discontinue the Program at any time, temporarily or permanently, without notice or liability to you.
12. **Indemnity.** To the fullest extent permitted by law, you are responsible for your participation in the Program, and you will defend and indemnify KNACHO and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the "**KNACHO Entities**") from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or connected with: (a) your violation of or failure to comply with any portion of these Terms (including the Program Requirements), any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (b) your use of, and the installation of, the Program Equipment; (c) any changes, modifications, removal, tampering with or manipulation of any aspect of the Program Equipment and any other activities prohibited by Section 7; (d) any services you provide to third parties (including in connection with an Approved Driving Program) and any dispute or issue between you and a third party; (e) the repossession of the Program Equipment by KNACHO in accordance with these Terms; and (f) your participation in the Program, your vehicle or your driving behavior. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims. You

agree that if you receive or are issued a warning, citation, infraction, or any other form of enforcement action by a public entity for the alleged non-compliance of the Program Equipment with applicable laws, regulations, or requirements, you will notify KNACHO of this enforcement action immediately. To the extent that KNACHO determines that such enforcement action arises out of factors related to the Program or the Program Equipment that are solely within KNACHO's control, we will defend and indemnify you to the fullest extent permitted by law, at our own expense, from and against every such enforcement action, if you cooperate with our defense of such enforcement action, follow any directives related to such defense, and provided that you have complied with the terms and conditions set forth herein, including but not limited to Section 6.1 above.

### 13. **No Warranties**

- a. **No Warranties.** THE PROGRAM, PROGRAM EQUIPMENT, SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE IN CONNECTION WITH THERE WITH ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. KNACHO DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO PROGRAM, PROGRAM EQUIPMENT, SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE IN CONNECTION THEREWITH. KNACHO DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND KNACHO DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.
- b. **Exclusions.** THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. KNACHO does not disclaim any warranty or other right that KNACHO is prohibited from disclaiming under applicable law.

### 14. **Limitation of Liability**

- a. **Consequential Damages.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE KNACHO ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY KNACHO ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.



- b. **Direct Damages.** EXCEPT AS PROVIDED IN SECTION 15.5 AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE KNACHO ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SUBJECT MATTER OF THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE AMOUNTS PAID TO YOU BY KNACHO IN RESPECT OF YOUR PARTICIPATION IN THE PROGRAM IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM.
  
- c. **Allocation of Risk.** EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 14 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## 15. **Dispute Resolution and Arbitration**

- a. **General.** In the interest of resolving disputes between you and KNACHO in the most expedient and cost effective manner, and except as described in Sections 6.5 and 15.3, you and KNACHO agree that every dispute arising in connection with these Terms will be resolved by binding arbitration governed by the Federal Arbitration Act, 9 U.S.C. §§1, et seq. ("**FAA**"). Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury to decide the facts and apply the law, may allow for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND KNACHO ARE BOTH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
  
- b. **Scope.** This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms.
  
- c. **Exceptions.** Despite the provisions of Section 15.1, nothing in these Terms

will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

- d. **Arbitrator.** Any arbitration between you and KNACHO will be resolved in accordance with the FAA and administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules (collectively, "**AAA Rules**") as modified by these Terms. The **AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting KNACHO.** The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.
- e. **Notice of Arbitration: Process.** A party who intends to seek arbitration to resolve a dispute must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("**Notice of Arbitration**"). KNACHO's address for Notice is: KNACHO Systems Inc., 488 8th St, San Francisco, California 94103. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("**Demand**"). The parties then should make good faith efforts to resolve the claim or dispute directly between themselves, but if the parties do not reach an agreement resolving the matter within 30 days after the Notice of Arbitration was received by the non-claiming party, either party may commence an arbitration proceeding in accordance with the AAA Rules. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. The amount of any settlement offer made by you or KNACHO to the other party before or during the arbitration hearing must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by KNACHO in settlement of the dispute prior to the award, KNACHO will pay to you the higher of: (i) the amount awarded by the arbitrator; or (ii) \$10,000. If the arbitrator awards you an amount lower than the last written settlement amount offered by KNACHO in settlement of the dispute prior to the award, KNACHO will pay to you the amount awarded by the arbitrator.
- f. **Arbitration Hearing.** Any arbitration hearing will take place at a location to be agreed upon in San Francisco County, California, or, in KNACHO's sole discretion, the city in which the Program Equipment was installed on your

vehicle. However, if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county of your billing address. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

- g. **Fees.** If you commence arbitration in accordance with these Terms, KNACHO will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11 (b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse KNACHO for all monies it previously disbursed that the AAA Rules otherwise deem to be your obligation to pay. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
- h. **No Class Actions.** YOU AND KNACHO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and KNACHO agree otherwise, 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.
- i. **Modifications to this Arbitration Provision.** If KNACHO makes any future change to this arbitration provision, other than a change to KNACHO's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to KNACHO's address for Notice of Arbitration, in which case your account with KNACHO will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.
- j. **Enforceability.** If Section 15.8 is found to be unenforceable or if the entirety of this Section 15 is found to be unenforceable, then the entirety of this Section 15 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 17 .1 will

govern any action arising out of or related to these Terms.

## 16. Relationship of the Parties

- a. **Independent Contractor.** This Agreement is made between co-equal, independent parties who intend to create a business relationship. You may be engaged or employed in any other business, trade, profession, or other activity while providing services to the Company. You and KNACHO intend this Agreement to create the relationship of principal and independent contractor between KNACHO and you, and not that of employer and employee. You and KNACHO expressly intend that you participate in the Program as an independent contractor.
- b. **No Authority to Bind.** Without limiting the generality of the foregoing, you are not authorized to bind KNACHO to any liability or obligation or to represent that KNACHO has any authority. You will indemnify and hold KNACHO harmless to the extent of any obligation imposed on KNACHO resulting from a determination that you are not an independent contractor.

By clicking "Agree" below or otherwise accepting these terms, you represent and acknowledge each of the following:

1. You are an INDEPENDENT CONTRACTOR, not a joint venture with, or franchisee, partner, agent, or employee of KNACHO and you understand that these Terms create the relationship of principal-independent contractor not employer-employee.
2. You specifically desire and intend to operate as an independent driver and warrant that you are, and have been, customarily engaged in the business of providing separate and independent drivin and/or transportation services.
3. You have no power or authority to incur any debt, obligation, or liability on behalf of KNACHO.
4. You acknowledge that under no circumstances, including but not limited to as the result of any reclassification of your independent contractor status, you are not entitled to coverage

under any KNACHO welfare, medical, or dental plans; life or disability insurance plans; stock plans or any other form of equity compensation or any other KNACHO-sponsored fringe benefits.

5. You will determine the method, details, and means of performance in the Program. KNACHO has no right to, and will not, control the manner or determine the method of accomplishing performance, including the amount of time you spend driving and the locations where you drive.
6. Except as set forth herein, you will use your own equipment for the Program, including your own vehicle, personal computer, cell phone internet service provider basic office supplies etc.
7. You assume sole liability for and will pay all self-employment taxes (including Social Security), income taxes, and other reports required by your activities as an independent contractor; and you will abide by all federal, state, and local laws governing your participation in the Program.
8. If at any time you believe that your relationship with KNACHO is something other than an independent contractor relationship, you agree to immediately notify KNACHO of this belief in writing.
9. You are solely responsible for making any disclosures required by law, or any licensure you may hold, to any person or entity regarding your participation in the Program, including disclosing the possibility that you may receive any Program Fees in connection with this Program, and you agree to indemnify KNACHO against any liability predicated on your failure to provide any such disclosure.

## 17. Miscellaneous

- a. **Governing Law.** These Terms are governed by the laws of the state in which the Program Equipment was installed on your vehicle without regard to conflict of law principles. You and KNACHO submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Francisco County, California for resolution of any lawsuit or court proceeding permitted under these Terms. The foregoing forum

selection provision is not intended to create any substantive rights to non-California residents under California law. In addition, the choice of law and forum selection provisions in this Section 17 .1 do not apply to the Dispute Resolution and Arbitration provisions in Section 15.

- b. **Privacy Policy.** You acknowledge that you have read the KNACHO Privacy Policy available at <https://KNACHO.com/privacypolicy> carefully for information relating to our collection, use, storage, disclosure of your personal information. The KNACHO Privacy Policy is incorporated by this reference into, and made a part of, these Terms.
- c. **Additional Terms.** Your participation in the Program is subject to all additional terms, policies, rules, or guidelines applicable to the Program that we may post on or link to from the Service (the "Additional Terms"). All Additional Terms are incorporated by this reference into, and made a part of these Terms.
- d. **Third Party Services and Linked Websites.** The Service may contain links to third party websites or services. Linked websites and services are not under KNACHO's control, and KNACHO is not responsible for their content or performance.
- e. **Consent to Electronic Communications, Phone Calls and Texts.** By participating in the Program, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing. You consent to receive phone calls and text messages to the phone number(s) you provide KNACHO so that we may communicate with you about your participation in the Program. You agree to promptly provide updated contact information to KNACHO should your phone number change.
- f. **Photographs.** You grant permission to KNACHO to reproduce any photographs and/or video images taken of you on site at a KNACHO office or facility for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium.

- g. **Contact Information.** The Program is operated by Ansilzao LLC., 488 8th St, Sacramento, California 98511. You may contact us by sending correspondence to that address or by emailing us at [support@knacho.com](mailto:support@knacho.com) You can access a copy of these Terms online at <https://www.knacho.com/driver-t%26c>
  - h. **General Terms.** These Terms, (including any and all Exhibits hereto whether provided electronically, in hard copy or other method of transmission), together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and KNACHO regarding your participation in the Program. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to." If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.
18. **Notice Regarding Apple.** This Section 18 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and KNACHO only, not with Apple Inc. ("**Apple**"), and Apple is not responsible for the Software or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Software. If the Software fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Software. Apple is not responsible for addressing any claims by you or any third party relating to the Software or your possession and/or use of the Software, including: (a) product liability claims; (b) any claim that the Software fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of

any third party claim that the Software and/or your possession and use of the Software infringe a third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Software. Apple and Apple's subsidiaries are third party beneficiaries of these Terms. and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

### **EXHIBIT A** **Approved Driving Programs**

You may only participate in the Program in connection with your participation in a third party driving program, which may include:

1. Uber Technologies Inc.
2. Lyft, Inc.
3. Postmates Inc.
4. Maplebear Inc. (d/b/a Instacart)
5. DoorDash, Inc.
6. Saucey
7. GrubHub
8. Eat24
9. Amazon Flex
10. Certain participating taxi cab companies as designated by KNACHO in writing
11. A government-sponsored crisis-relief driving program,

each, an "Approved Driving Program."

KNACHO may designate a third-party driving program as an Approved Driving Program, or remove such designation, at any time in its sole discretion without advance notice.

### **EXHIBIT B** **Driver Program Requirements**

#### **Requirements for Participation**

To participate in the Program, you must, at your own expense:



1. Register for the Program and meet KNACHO's participation requirements;
2. Be at least 21 years of age;
3. Have the power to enter a binding contract with us and not be barred from doing so under any applicable laws;
4. Have a valid driver's license;
5. Drive no fewer than 40 hours per week on average over the course of a calendar month as an independent contractor for an Approved Driving Program;
6. Own or lease a 2011 model year vehicle or newer with a factory-finish paint job and use only such vehicle in connection with the Program;
7. Have and maintain a clean driving record;
8. Obtain and maintain a policy of automobile liability insurance which, together with any insurance provided by the Approved Driving Program(s) in which you participate, provides adequate coverage at all times while the Program Equipment is installed on your vehicle; and
9. Represent that you are in good standing and a current independent contractor of an Approved Driving Program(s).

From time to time, you may be required to provide KNACHO with copies of documentation to ensure your compliance with the driver Program Requirements.

In addition, you acknowledge and agree that you may be subject to certain background and driving record checks from time to time to qualify for participation in the Program. Such checks may include verification that you have:

1. A minimum of one-year driver's licensing history in the United States or, if under 23 years old, a minimum of three years;
2. A clean Motor Vehicle Report (MVR) with no more than three incidents in the past three years;
3. No driving under the influence or reckless driving violations during the last ten years;
4. A clean criminal background check with no felonies or misdemeanors involving theft, violence or drugs; and
5. No speeding violations for driving 20 MPH or greater over the speed limit in the past three years.

### **Additional Program Requirements**

Without limiting the rights set forth in Section 11, your participation in the Program may be terminated if at any time you:

1. Drive fewer than 20 hours per week for a thirty (30) day period;
2. Fail to respond to a communication from KNACHO for more than ten (10) business days following the date of such communication;
3. Subject to an Approved Exception (as defined in Section 9.2), fail to bring your vehicle to a scheduled inspection at a KNACHO facility;
4. Fail to inform KNACHO through the KNACHO mobile app that you do not intend to drive your vehicle for more than five (5) days; or
5. Communicate to KNACHO that you are refusing to drive your vehicle or activate the Program Equipment because you object to the content displayed on the Program Equipment.

### **Driving Requirements**

For safety and to prevent damage to the Program Equipment, while the Program Equipment is installed on your vehicle, you must:

1. Always drive at a speed that takes into account the additional weight of the Program Equipment;
2. Never drive in excess of 80 miles per hour;
3. Travel over speed bumps at a reduced speed no greater than 6 miles per hour;
4. Note the current driving conditions, including but not limited to, road type and quality, wind conditions, traffic flow, and applicable speed limits, and drive in a manner that takes into account these conditions; and
5. Never allow your vehicle to go through an automatic car wash.

KNACHO will not be responsible for any damage that results from a driver's failure to follow KNACHO's instructions.