

ThorArizona Terms of Service

These Terms of Service constitute a legally binding agreement (the “Agreement”) between you and ThorArizona, Inc., its parents, subsidiaries, representatives, affiliates, officers and directors (collectively, “ThorArizona,” “we,” “us” or “our”) governing your use of the ThorArizona application (the “ThorArizona App”), website, and technology platform (collectively, the “ThorArizona Platform”).

PLEASE BE ADVISED: THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN YOU AND THORAZONA CAN BE BROUGHT. THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST THORAZONA TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING. AS A DRIVER OR DRIVER APPLICANT, YOU HAVE AN OPPORTUNITY TO OPT OUT OF ARBITRATION WITH RESPECT TO CERTAIN CLAIMS AS PROVIDED IN SECTION 17.

By entering into this Agreement, and/or by using or accessing the ThorArizona Platform you expressly acknowledge that you understand this Agreement (including the dispute resolution and arbitration provisions in Section 17) and accept all of its terms. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE THORAZONA PLATFORM OR ANY OF THE SERVICES PROVIDED THROUGH THE THORAZONA PLATFORM. If you use the ThorArizona Platform in another country, you agree to be subject to ThorArizona's terms of service for that country.

When using the ThorArizona Platform, you also agree to conduct yourself in accordance with respect, kindness and reason, which shall form part of this Agreement between you and ThorArizona.

The ThorArizona Platform

The ThorArizona Platform provides a marketplace where, among other things, persons who seek transportation to certain destinations (“Riders”) can be matched with transportation options to such destinations. One option for Riders is to request a ride from transportation drivers who are driving to or through those destinations (“Drivers”). Drivers and Riders are collectively referred to herein as “Users,” and the driving services provided by Drivers to Riders shall be referred to herein as “Transportation Services.” As a User, you authorize ThorArizona to match you with Drivers or Riders based on factors such as your location, the requested pickup location, the estimated time to pickup, your destination, User preferences, driver mode, and platform efficiency, and to cancel an existing match and/or rematch you with a Driver or Rider based on

the same considerations. Any decision by a User to offer or accept Transportation Services is a decision made in such User's sole discretion. Each Transportation Service provided by a Driver to a Rider shall constitute a separate agreement between such persons.

Modification to the Agreement

ThorAzona reserves the right to modify the terms and conditions of this Agreement, and such modifications shall be binding on you only upon your acceptance of the modified Agreement. ThorAzona reserves the right to modify any information on pages referenced in the hyperlinks from this Agreement from time to time, and such modifications shall become effective upon posting. Continued use of the ThorAzona Platform or Transportation Services after any such changes shall constitute your consent to such changes. Unless material changes are made to the arbitration provisions herein, you agree that modification of this Agreement does not create a renewed opportunity to opt out of arbitration (if applicable).

Eligibility

The ThorAzona Platform may only be used by individuals who have the right and authority to enter into this Agreement and are fully able and competent to satisfy the terms, conditions, and obligations herein. The ThorAzona Platform is not available to Users who have had their User account temporarily or permanently deactivated. You may not allow other persons to use your user account, and you agree that you are the sole authorized user of your account. To use the ThorAzona Platform, each User shall create a User account. Each person may only create one User account, and ThorAzona reserves the right to deactivate any additional or duplicate accounts. Your participation in certain ThorAzona programs and use of certain ThorAzona products or services may be subject to additional eligibility requirements as determined by ThorAzona.

By becoming a User, you represent and warrant that you are at least 18 years old.

NO MINORS ARE ALLOWED AS SOLE CUSTOMERS OR DRIVERS

Charges

As a Rider, you understand that request or use of Transportation Services may result in charges to you ("Charges"). Charges related to bikes and scooters are addressed in the applicable Supplemental Agreement. Charges for Transportation Services include Fares and other applicable fees, tolls, surcharges, and taxes, plus any tips to the Driver that you elect to pay. ThorAzona has the authority and reserves the right to determine and modify pricing and by quoting you a price for a specific ride at the time you make a request. Pricing may vary based on the type of service you request (e.g., shared, economy, extra seats, luxury). You are responsible for reviewing the applicable price quote and shall be responsible for all Charges incurred under your User account regardless of your awareness of such Charges or the amounts thereof.

Fares. There are two types of Fares, variable and quoted.

- **Variable Fares.** Variable fares consist of a base charge and incremental charges based on the duration and distance of your ride. For particularly short rides, minimum fares may apply. Please note that we use GPS data from your Driver's phone to calculate the distance traveled on your ride. We cannot guarantee the availability or accuracy of GPS data. If you lose signal we will calculate time and distance using available data from your ride.
- **Quoted Fares.** In some cases ThorArizona may quote you a Fare at the time of your request. The quote is subject to change until the ride request is confirmed. If during your ride you change your destination, make multiple stops, or attempt to abuse the ThorArizona Platform, we may cancel the fare quote and charge you a variable fare based on the time and distance of your ride. ThorArizona does not guarantee that the quoted fare price will be equal to a variable fare for the same ride. Quoted Fares may include the Fees and Other Charges below, as applicable.

Fees and Other Charges.

- **Service Fee.** You may be charged a "Service Fee" for each ride as set forth on the applicable ThorArizona Cities page.
- **Prime Time.** At certain times, including times of high demand for Transportation Services ("Prime Time"), you acknowledge that Charges may increase substantially. For all rides with a variable fare, we will use reasonable efforts to inform you of any Prime Time increases in effect at the time of your request. For Quoted Fares we may factor in the Prime Time increases into the quoted price of the ride.
- **Cancellation Fee.** After requesting a ride, you may cancel it through the ThorArizona App, but note that in certain cases a cancellation fee may apply. You may also be charged if you fail to show up after requesting a ride.
- **Damage Fee.** If a Driver reports that you have materially damaged the Driver's vehicle, you agree to pay a "Damage Fee" of up to \$250 depending on the extent of the damage (as determined by ThorArizona in its sole discretion), towards vehicle repair or cleaning. ThorArizona reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Damage Fee.
- **Tolls.** In some instances, tolls (or return tolls) may apply to your ride. We do not guarantee that the amount charged by ThorArizona will match the toll charged to the Driver, if any.
- **Other Charges.** Other fees and surcharges may apply to your ride, including actual or anticipated airport fees, state or local fees, or event fees as determined by ThorArizona or private or government entities (i.e. airports). In addition, where required by law ThorArizona will collect applicable taxes.
- **Tips.** Following a ride, you may elect to tip your Driver in cash or through the ThorArizona Platform. Any tips will be provided entirely to the applicable Driver.

General.

- **Facilitation of Charges.** All Charges are facilitated through a third-party payment processor (e.g., First Data, Stripe, Inc., or Braintree, a division of PayPal, Inc.). ThorArizona may replace its third-party payment processor without notice to you. Charges

shall only be made through and by the driver unless mutually agreed upon with your driver and drivers may use various payment systems including Venmo, Zelle, Cash App or others in addition to the credit card payment within the ThorAzona Platform. Your payment of Charges to ThorAzona or directly to the Driver satisfies your payment obligation for your use of the ThorAzona Platform and Transportation Services. Certain Charges may be collectively billed as a single purchase transaction to your selected payment method based on the payment frequency indicated in your settings. If you don't recognize a transaction, then check your ride receipts and payment history.

- **No Refunds.** All Charges are non-refundable unless approved by the driver(s). This no-refund policy shall apply at all times regardless of you or your Driver's decision to terminate usage of the ThorAzona Platform, any disruption to the ThorAzona Platform or Transportation Services, or any other reason whatsoever.
- **Coupons.** You may receive coupons that you can apply toward payment of certain Charges upon completion of a Ride. Coupons are only valid for use on the ThorAzona Platform and are not transferable or redeemable for cash except as required by law. Coupons cannot be combined unless expressly provided otherwise, and if the cost of your ride exceeds the applicable credit or discount value, we will charge your payment method on file for the outstanding cost of the Ride. For quoted or variable fares, Drivers may deduct the amount attributable to the Service Fee, Tolls, or Other Charges before application of the coupon. Additional restrictions on coupons may apply as communicated to you in a relevant promotion or by clicking on the relevant coupon within the Promotions section of the ThorAzona App.
- **Credit Card Authorization.** Upon addition of a new payment method or each ride request, Driver and or ThorAzona may seek authorization of your selected payment method to verify the payment method, ensure the ride cost will be covered, and protect against unauthorized behavior. The authorization is not a charge; however, it may reduce your available credit by the authorization amount until your bank's next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account, you may be subject to overdraft or NSF charges by the bank issuing your debit or prepaid card. We cannot be held responsible for these charges and are unable to assist you in recovering them from your issuing bank.

Payments

If you are a Driver, you will receive payment for your provision of Transportation Services according to the agreed upon rates and pursuant to the terms of this Agreement between you and ThorAzona.

ThorAzona Communications

By entering into this Agreement or using the ThorAzona Platform, you agree to receive communications from us or communications related to the ThorAzona Platform at any of the phone numbers provided to ThorAzona by you or on your behalf, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from ThorAzona, its

affiliated companies and/or Drivers, may include but are not limited to: operational communications concerning your User account or use of the ThorAzona Platform or Transportation Services, use of bikes and scooters through the ThorAzona Platform, updates concerning new and existing features on the ThorAzona Platform, communications concerning marketing or promotions run by us or our third-party partners, and news concerning ThorAzona and industry developments. If you change or deactivate the phone number you provided to ThorAzona, you agree to update your account information to help prevent us from inadvertently communicating with anyone who acquires your old number. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send.

IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. IF YOU WISH TO OPT OUT OF PROMOTIONAL CALLS OR TEXTS, YOU MAY TEXT “END” TO 46080 FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS OR CALLS AS A CONDITION OF USING THE THORAZONA PLATFORM OR RELATED SERVICES. IF YOU WISH TO OPT OUT OF ALL TEXTS OR CALLS FROM THORAZONA (INCLUDING OPERATIONAL OR TRANSACTIONAL TEXTS OR CALLS), YOU CAN TEXT THE WORD “STOPALL” TO 46080 FROM THE MOBILE DEVICE RECEIVING THE MESSAGES, HOWEVER YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL TEXTS MAY IMPACT YOUR USE OF THE THORAZONA PLATFORM OR RELATED SERVICES.

Your Information

Your Information is any information you provide, publish or post to or through the ThorAzona Platform (including any profile information you provide) or send to other Users (including via in-application feedback, any email feature, or through any ThorAzona-related Facebook, Twitter or other social media posting) (your “Information”). You consent to us using your Information to create a User account that will allow you to use the ThorAzona Platform and participate in the Transportation Services. Our collection and use of personal information in connection with the ThorAzona Platform and Transportation Services is as provided in ThorAzona’s Privacy Policy located at www.ThorAzona.com/privacy. You are solely responsible for your Information and your interactions with other members of the public, and we act only as a passive conduit for your online posting of your Information. You agree to provide and maintain accurate, current and complete information and that we and other members of the public may rely on your Information as accurate, current and complete. To enable ThorAzona to use your Information for the purposes described in the Privacy Policy and this Agreement, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity, and database rights you have in your Information, and to use, copy, perform, display and distribute such Information to prepare derivative works, or incorporate into other works, such Information, in any media now known or not currently known. ThorAzona does not assert any ownership over your Information; rather, as between you and ThorAzona, subject to the rights granted to us in this Agreement, you retain full

ownership of all of your Information and any intellectual property rights or other proprietary rights associated with your Information.

Promotions, Referrals, and Loyalty Programs

ThorAzona, at its sole discretion, may make available promotions, referral programs and loyalty programs with different features to any Users or prospective Users. These promotions and programs, unless made to you, shall have no bearing whatsoever on your Agreement or relationship with ThorAzona. ThorAzona reserves the right to withhold or deduct credits or benefits obtained through a promotion or program in the event that ThorAzona determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion or program terms or this Agreement. ThorAzona reserves the right to terminate, discontinue or cancel any promotions or programs at any time and in its sole discretion without notice to you.

Currently, ThorAzona's referral program provides you with incentives to refer your friends and family to become new Users of the ThorAzona Platform in your country (the "Referral Program"). Your participation in the Referral Program is subject to this Agreement and any referral program rules.

Restricted Activities

With respect to your use of the ThorAzona Platform and your participation in the Transportation Services, you agree that you will not:

- a. impersonate any person or entity.
- b. stalk, threaten, or otherwise harass any person, or carry any weapons.
- c. violate any law, statute, rule, permit, ordinance or regulation.
- d. interfere with or disrupt the ThorAzona Platform or the servers or networks connected to the ThorAzona Platform.
- e. post Information or interact on the ThorAzona Platform or Transportation Services in a manner which is fraudulent, libelous, abusive, obscene, profane, sexually oriented, harassing, or illegal.
- f. use the ThorAzona Platform in any way that infringes any third party's rights, including: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy.
- g. post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of the ThorAzona Platform or any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information.
- h. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the ThorAzona Platform.
- i. "frame" or "mirror" any part of the ThorAzona Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose.

- j. modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the ThorAzona Platform.
- k. rent, lease, lend, sell, redistribute, license or sublicense the ThorAzona Platform or access to any portion of the ThorAzona Platform.
- l. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the ThorAzona Platform or its contents.
- m. link directly or indirectly to any other web sites.
- n. transfer or sell your user account, password and/or identification, or any other User's Information to any other party;
- o. discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity or expression, physical or mental disability, medical condition, marital status, age or sexual orientation.
- p. violate any of the Referral Program rules if you participate in the Referral Program; or
- q. cause any third party to engage in the restricted activities above.

Driver Representations, Warranties and Agreements

By providing Transportation Services as a Driver on the ThorAzona Platform, you represent, warrant, and agree that:

- a. You possess a valid driver’s license and are authorized and medically fit to operate a motor vehicle and have all appropriate licenses, approvals, and authority to provide transportation to Riders in all jurisdictions in which you provide Transportation Services.
- b. You own, or have the legal right to operate, the vehicle you use when providing Transportation Services; such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind; and all applicable safety recalls have been remedied per manufacturer instructions.
- c. You will not engage in reckless behavior while driving, drive unsafely, operate a vehicle that is unsafe to drive, permit an unauthorized third party to accompany you in the vehicle while providing Transportation Services, provide Services as a Driver while under the influence of alcohol or drugs, or take action that harms or threatens to harm the safety of the ThorAzona community or third parties.
- d. You will only provide Transportation Services using the vehicle that has been reported to, and approved by ThorAzona, and for which a photograph has been provided to ThorAzona, and you will not transport more passengers than can securely be seated in such vehicle (and no more than seven (7) passengers in any instance).
- e. You will not, while providing the Transportation Services, operate as a public or common carrier or taxi service, accept street hails, charge for rides (except as expressly provided in this Agreement), demand that a rider pay in cash, or use a credit card reader, such as a Square Reader, to accept payment or engage in any other activity in a manner that is inconsistent with your obligations under this Agreement.
- f. You will not attempt to defraud ThorAzona or Riders on the ThorAzona Platform or in connection with your provision of Transportation Services. If we suspect that you have

engaged in fraudulent activity we may withhold applicable Fares or other payments for the ride(s) in question and take any other action against you available under the law.

- g. You will not discriminate against Riders with disabilities. You will make reasonable accommodation as required by law for Riders who travel with their verifiable service animals or who use wheelchairs (or other mobility devices) that CAN BE folded for safe and secure storage in the car's trunk or backseat.
- h. You agree that we may obtain information about you, including your criminal and driving records, and you agree to provide any further necessary authorizations to facilitate our access to such records during the term of the Agreement.
- i. You have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) that names or schedules you for the operation of the vehicle you use to provide Transportation Services.
- j. You will pay all applicable federal, state and local taxes based on your provision of Transportation Services and any payments received by you.

Intellectual Property

All intellectual property rights in the ThorAzona Platform shall be owned by ThorAzona, its subsidiaries or DBA (Doing Business As) absolutely and in their entirety. These rights include database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the ThorAzona Platform are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information ("Submissions") provided by you to us are non-confidential and shall become the sole property of ThorAzona. ThorAzona shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

THORAZONA and other ThorAzona logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of ThorAzona in the United States and/or other countries (collectively, the "ThorAzona Marks"). If you provide Transportation Services as a Driver, ThorAzona grants to you, during the term of this Agreement, and subject to your compliance with the terms and conditions of this Agreement, a limited, revocable, non-exclusive license to display and use the ThorAzona Marks solely on the ThorAzona stickers/decals, ThorAzona Amp, and any other ThorAzona-branded items provided by ThorAzona directly to you in connection with providing the Transportation Services ("License"). The License is non-transferable and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without ThorAzona's prior written permission, which it may withhold in its sole discretion. The ThorAzona logo (or any ThorAzona Marks) may not be used in any manner that is likely to cause confusion, including but not limited to: use of a ThorAzona Mark in a domain name or ThorAzona referral code, or use of a ThorAzona Mark as a social media handle or name, avatar, profile photo, icon, favicon, or banner. You may identify yourself as a Driver on the ThorAzona Platform, but may

not misidentify yourself as ThorArizona, an employee of ThorArizona, or a representative of ThorArizona.

You acknowledge that ThorArizona is the owner and licensor of the ThorArizona Marks, including all goodwill associated therewith, and that your use of the ThorArizona logo (or any ThorArizona Marks) will confer no interest in or ownership of the ThorArizona Marks in you but rather inures to the benefit of ThorArizona. You agree to use the ThorArizona logo strictly in accordance with ThorArizona's Brand Guidelines, as may be provided to you and revised from time to time, and to immediately cease any use that ThorArizona determines to be nonconforming or otherwise unacceptable.

You agree that you will not: (1) create any materials that use the ThorArizona Marks or any derivatives of the ThorArizona Marks as a trademark, service mark, trade name or trade dress, other than as expressly approved by ThorArizona in writing; (2) use the ThorArizona Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the ThorArizona Marks other than in accordance with the terms, conditions and restrictions herein; (3) take any other action that would jeopardize or impair ThorArizona's rights as owner of the ThorArizona Marks or the legality and/or enforceability of the ThorArizona Marks, including, challenging or opposing ThorArizona's ownership in the ThorArizona Marks; (4) apply for trademark registration or renewal of trademark registration of any of the ThorArizona Marks, any derivative of the ThorArizona Marks, any combination of the ThorArizona Marks and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the ThorArizona Marks; (5) use the ThorArizona Marks on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard.

You agree you will not rent, lease, lend, sell, or otherwise redistribute the ThorArizona driver amp, or manufacture, produce, print, sell, distribute, purchase, or display counterfeit/inauthentic ThorArizona driver amps or other ThorArizona Marks or (including but not limited to signage, stickers, apparel, or decals) from any source other than directly from ThorArizona.

Violation of any provision of this License may result in immediate termination of the License, in ThorArizona's sole discretion, a takedown request sent to the appropriate ISP, or social media platform, and/or a Uniform Domain-Name Dispute-Resolution Policy Proceeding (or equivalent proceeding). If you create any materials (physical or digital) bearing the ThorArizona Marks (in violation of this Agreement or otherwise), you agree that upon their creation ThorArizona exclusively owns all right, title and interest in and to such materials, including any modifications to the ThorArizona Marks or derivative works based on the ThorArizona Marks or ThorArizona copyrights. You further agree to assign any interest or right you may have in such materials to ThorArizona, and to provide information and execute any documents as reasonably requested by ThorArizona to enable ThorArizona to formalize such assignment.

ThorArizona respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials on the ThorArizona Platform infringe upon your copyrights, please contact us immediately.

Disclaimers

The following disclaimers are made on behalf of ThorAzona, our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, and shareholders.

ThorAzona does not provide transportation services, and ThorAzona is not a transportation carrier. ThorAzona is not a common carrier or public carrier. It is up to the Driver to decide whether or not to offer a ride to a Rider contacted through the ThorAzona Platform, and it is up to the Rider to decide whether or not to accept a ride from any Driver contacted through the ThorAzona Platform. We cannot ensure that a Driver or Rider will complete an arranged transportation service. We have no control over the quality or safety of the transportation that occurs as a result of the Transportation Services.

The ThorAzona Platform is provided on an “as is” basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the ThorAzona Platform and/or the Transportation Services, including the ability to provide or receive Transportation Services at any given location or time. ThorAzona reserves the right, for example, to limit or eliminate access to the ThorAzona Platform for Transportation Services in specific geographic areas and/or at specific times based on commercial viability, public health concerns, or changes in law. To the fullest extent permitted by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

We do not warrant that your use of the ThorAzona Platform or Transportation Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that any defects in the ThorAzona Platform will be corrected, or that the ThorAzona Platform is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the ThorAzona Platform or Transportation Services.

We cannot guarantee that each Rider or Driver is who he or she claims to be. Please use common sense when using the ThorAzona Platform and Transportation Services, including looking at the photos of the Driver or Rider you have matched with to make sure it is the same individual you see in person. Please note that there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication or other use or access of the ThorAzona Platform by persons under the age of 18 in violation of this Agreement. We encourage you to communicate directly with each potential Driver or Rider prior to engaging in an arranged transportation service.

ThorAzona is not responsible for the conduct, whether online or offline, of any User of the ThorAzona Platform or Transportation Services. You are solely responsible for your interactions with other Users. We do not procure insurance for, nor are we responsible for, personal belongings left in the car by Drivers or Riders. By using the ThorAzona Platform and participating in the Transportation Services, you agree to accept such risks and agree that ThorAzona is not responsible for the acts or omissions of Users on the ThorAzona Platform or participating in the Transportation Services.

You are responsible for the use of your User account and ThorAzona expressly disclaims any liability arising from the unauthorized use of your User account. Should you suspect that any unauthorized party may be using your User account or you suspect any other breach of security, you agree to notify us immediately.

It is possible for others to obtain information about you that you provide, publish or post to or through the ThorAzona Platform (including any profile information you provide), send to other Users, or share during the Transportation Services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on the ThorAzona Platform or through the Transportation Services. Please carefully select the type of information that you post on the ThorAzona Platform or through the Transportation Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users, or “hackers”).

Opinions, advice, statements, offers, or other information or content concerning ThorAzona or made available through the ThorAzona Platform, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third parties, whether on the ThorAzona Platform or otherwise. We reserve the right, but we have no obligation, to monitor the materials posted on the ThorAzona Platform and remove any such material that in our sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

Location data provided by the ThorAzona Platform is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither ThorAzona, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the ThorAzona Platform. Any of your Information, including geolocational data, you upload, provide, or post on the ThorAzona Platform may be accessible to ThorAzona and certain Users of the ThorAzona Platform.

ThorAzona advises you to use the ThorAzona Platform with a data plan with unlimited or very high data usage limits, and ThorAzona shall not be responsible or liable for any fees, costs, or overage charges associated with any data plan you use to access the ThorAzona Platform.

This paragraph applies to any version of the ThorAzona Platform that you acquire from the Apple App or Google Play Store(s). This Agreement is entered into between you and ThorAzona. Google Inc. (“Google”) and Apple, Inc. (“Apple”) are not a party to this Agreement and shall have no obligations with respect to the ThorAzona Platform. ThorAzona, not Google nor Apple, is solely responsible for the ThorAzona Platform and the content thereof as set forth hereunder. However, should Google or Apple and their subsidiaries have third-party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Google and Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof. This Agreement incorporates by reference Google, Android and Apple end user license agreement, for purposes of which, you are “the

end-user.” In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement shall control.

As a Driver, you may be able to use "ThorAzona Nav built by Google" or google maps while providing Transportation Services on the Platform. Riders and Drivers may also use Google Maps while using the ThorAzona App. In either case, you agree that Google may collect your location data when the ThorAzona App is running in order to provide and improve Google's services, that such data may also be shared with ThorAzona in order to improve its operations, and that Google's terms and privacy policy will apply to this usage.

ThorAzona shall not be in breach of this Agreement nor liable for failure or delay in performing obligations under this Agreement if such failure or delay results from events, circumstances or causes beyond its reasonable control including (without limitation) natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government action; epidemic or pandemic; chemical or biological contamination; strikes, riots, or acts of domestic or international terrorism; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. All service dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations as soon as practicable after the force majeure condition ceases to exist.

State and Local Disclosures

Certain jurisdictions require additional disclosures to you. You can view any disclosures required by your local jurisdiction at <https://www.thorazona.com/privacy-policy>. We will update the disclosures page as jurisdictions add, remove or amend these required disclosures, so please check in regularly for updates.

Indemnity

You will defend, indemnify, and hold ThorAzona including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the ThorAzona Platform and participation in the Transportation Services, including: (1) your breach of this Agreement or the documents it incorporates by reference; (2) your violation of any law or the rights of a third party, including, Drivers, Riders, other motorists, and pedestrians, as a result of your own interaction with such third party; (3) any allegation that any materials that you submit to us or transmit through the ThorAzona Platform or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (4) your ownership, use or operation of a motor vehicle or passenger vehicle, including your provision of Transportation Services as a Driver; and/or (5) any other activities in connection with the Transportation Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

Limitation of Liability

IN NO EVENT WILL THORAZONA, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS (COLLECTIVELY “THORAZONA” FOR PURPOSES OF THIS SECTION), BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE THORAZONA PLATFORM, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE THORAZONA PLATFORM, TRANSPORTATION SERVICES, OR THIS AGREEMENT, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE THORAZONA PLATFORM MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR OTHER SERVICES WITH THIRD-PARTY PROVIDERS, BUT YOU AGREE THAT THORAZONA HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR OTHER SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN IN THIS AGREEMENT. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Term and Termination

This Agreement is effective upon your acceptance of this Agreement. This Agreement may be terminated: a) by User, without cause, upon seven (7) days’ prior written notice to ThorAzona; or b) by either Party immediately, without notice, upon the other Party’s material breach of this Agreement, including but not limited to any breach of Section 9 or breach of Section 10(a) through (i) of this Agreement. In addition, ThorAzona may terminate this Agreement or deactivate your User account immediately in the event: (1) you no longer qualify to provide Transportation Services or to operate the approved vehicle under applicable law, rule, permit, ordinance or regulation; (2) you fall below ThorAzona’s star rating or cancellation threshold; (3) ThorAzona has the good faith belief that such action is necessary to protect the safety of the ThorAzona community or third parties, provided that in the event of a deactivation pursuant to (1)-(3) above, you will be given notice of the potential or actual deactivation and an opportunity to attempt to cure the issue to ThorAzona’s reasonable satisfaction prior to ThorAzona permanently terminating the Agreement. For all other breaches of this Agreement, you will be provided notice and an opportunity to cure the breach. If the breach is cured in a timely manner and to ThorAzona’s satisfaction, this Agreement will not be permanently terminated. Sections 2, 6, 7 (with respect to the license), 11-12, 14-19, and 21 shall survive any termination or expiration of this Agreement.

DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

(a) Agreement to Binding Arbitration Between You and ThorAzona.

YOU AND THORAZONA MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, as set forth below. This agreement to arbitrate (“Arbitration Agreement”) is governed by the Federal Arbitration Act (“FAA”); but if the FAA is inapplicable for any reason, then this Arbitration Agreement is governed by the laws of the State of Delaware, including Del. Code tit. 10, § 5701 et seq., without regard to choice of law principles. This Arbitration Agreement survives after the Agreement terminates or your relationship with ThorAzona ends. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. Except as expressly provided below, this Arbitration Agreement applies to all Claims (defined below) between you and ThorAzona, including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders. This Arbitration Agreement also applies to claims between you and ThorAzona’s service providers, including but not limited to background check providers and payment processors; and such service providers shall be considered intended third-party beneficiaries of this Arbitration Agreement.

Except as expressly provided below, ALL DISPUTES AND CLAIMS BETWEEN US (EACH A “CLAIM” AND COLLECTIVELY, “CLAIMS”) SHALL BE EXCLUSIVELY RESOLVED BY BINDING ARBITRATION SOLELY BETWEEN YOU AND THORAZONA. These Claims include, but are not limited to, any dispute, claim or controversy, whether based on past, present, or future events, arising out of or relating to: this Agreement and prior versions thereof (including the breach, termination, enforcement, interpretation or validity thereof), the ThorAzona Platform, the Transportation Services, rental or use of bikes or scooters through the ThorAzona Platform, ThorAzona promotions, gift card, referrals or loyalty programs, any other goods or services made available through the ThorAzona Platform, your relationship with ThorAzona, the threatened or actual suspension, deactivation or termination of your User Account or this Agreement, background checks performed by or on ThorAzona’s behalf, payments made by you or any payments made or allegedly owed to you, any promotions or offers made by ThorAzona, any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, wrongful termination, discrimination, harassment, retaliation, fraud, defamation, emotional distress, breach of any express or implied contract or covenant, claims arising under federal or state consumer protection laws; claims arising under antitrust laws, claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act of 1974 (except for individual claims for employee benefits under any benefit plan sponsored by ThorAzona and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), and state statutes, if any, addressing the same or similar subject matters, and all other federal and state statutory and common law claims. All disputes concerning the arbitrability of a Claim (including disputes about the scope, applicability, enforceability, revocability or validity

of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT YOU AND THORAZONA ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT. This Arbitration Agreement is intended to require arbitration of every claim or dispute that can lawfully be arbitrated, except for those claims and disputes which by the terms of this Arbitration Agreement are expressly excluded from the requirement to arbitrate.

(b) Prohibition of Class Actions and Non-Individualized Relief.

YOU UNDERSTAND AND AGREE THAT YOU AND THORAZONA MAY EACH BRING CLAIMS IN ARBITRATION AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS (“CLASS ACTION WAIVER”). YOU UNDERSTAND AND AGREE THAT YOU AND THORAZONA BOTH ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING THE FOREGOING, THIS SUBSECTION (B) SHALL NOT APPLY TO REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT CLAIMS BROUGHT AGAINST THORAZONA, WHICH ARE ADDRESSED SEPARATELY IN SECTION 17(C).

The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims.

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the interpretation, applicability, or enforceability of the Class Action Waiver may be resolved only by a court and not by an arbitrator. In any case in which: (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that the Class Action Waiver is unenforceable with respect to any Claim or any particular remedy for a Claim (such as a request for public injunctive relief), then that Claim or particular remedy (and only that Claim or particular remedy) shall be severed from any remaining claims and/or remedies and may be brought in a court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims or remedies to the fullest extent possible.

(c) Representative PAGA Waiver.

Notwithstanding any other provision of this Agreement or the Arbitration Agreement, to the fullest extent permitted by law: (1) you and ThorAzona agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, including under the California PAGA, both you and ThorAzona agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve

whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, “representative PAGA Waiver”). Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from this Agreement; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Agreement or the requirement that any remaining Claims be arbitrated on an individual basis pursuant to the Arbitration Agreement; and (iii) any such representative PAGA or other representative private attorneys general act claims must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any Claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the representative PAGA Waiver is unenforceable with respect to those Claims, the Parties agree that litigation of those Claims shall be stayed pending the outcome of any individual Claims in arbitration.

(d) Rules Governing the Arbitration.

Any arbitration conducted pursuant to this Arbitration Agreement shall be administered by the American Arbitration Association (“AAA”) pursuant to its [Consumer Arbitration Rules](#) that are in effect at the time the arbitration is initiated, as modified by the terms set forth in this Agreement. Copies of these rules can be obtained at the AAA’s website (www.adr.org) (the “AAA Rules”). Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules, but in no event shall the arbitrator consolidate more than one person’s Claims, or otherwise preside over any form of representative, collective, or class proceeding. The parties may select a different arbitration administrator upon mutual written agreement.

As part of the arbitration, both you and ThorAZona will have the opportunity for reasonable discovery of non-privileged information that is relevant to the Claim. The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claims. The arbitrator will provide a reasoned written statement of the arbitrator’s decision which shall explain the award given and the findings and conclusions on which the decision is based.

The arbitrator will decide the substance of all claims in accordance with applicable law, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Riders or Drivers, but is bound by rulings in prior arbitrations involving the same Rider or Driver to the extent required by applicable law. The arbitrator’s award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided that any award may be challenged in a court of competent jurisdiction.

(e) Arbitration Fees and Awards.

The payment of filing and arbitration fees will be governed by the relevant AAA Rules subject to the following modifications:

1. If ThorArizona initiates arbitration under this Arbitration Agreement, ThorArizona will pay all AAA filing and arbitration fees.
2. With respect to any Claims brought by ThorArizona against a Driver, or for Claims brought by a Driver against ThorArizona that: (A) are based on an alleged employment relationship between ThorArizona and a Driver; (B) arise out of, or relate to, ThorArizona's actual deactivation of a Driver's User account or a threat by ThorArizona to deactivate a Driver's User account; (C) arise out of, or relate to, ThorArizona's actual termination of a Driver's Agreement with ThorArizona under the termination provisions of this Agreement, or a threat by ThorArizona to terminate a Driver's Agreement; (D) arise out of, or relate to, Fares (as defined in this Agreement, including ThorArizona's commission or fees on the Fares), tips, or average hourly guarantees owed by ThorArizona to Drivers for Transportation Services, other than disputes relating to referral bonuses, other ThorArizona promotions, or consumer-type disputes, or (E) arise out of or relate to background checks performed in connection with a user seeking to become a Driver (the subset of Claims in subsections (A)-(E) shall be collectively referred to as "Driver Claims"), ThorArizona shall pay all costs unique to arbitration (as compared to the costs of adjudicating the same claims before a court), including the regular and customary arbitration fees and expenses (to the extent not paid by ThorArizona pursuant to the fee provisions above). However, if you are the party initiating the Driver Claim, you shall be responsible for contributing up to an amount equal to the filing fee that would be paid to initiate the claim in the court of general jurisdiction in the state in which you provide Transportation Services to Riders, unless a lower fee amount would be owed by you pursuant to the AAA Rules, applicable law, or subsection (e)(1) above. Any dispute as to whether a cost is unique to arbitration shall be resolved by the arbitrator. For purposes of this Section 17(e)(2), the term "Driver" shall be deemed to include both Drivers and Driver applicants who have not been approved to drive.
3. Except as provided in Federal Rule of Civil Procedure 68 or any state equivalents, each party shall pay its own attorneys' fees and pay any costs that are not unique to the arbitration (i.e., costs that each party would incur if the claim(s) were litigated in a court such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.).
4. At the end of any arbitration, the arbitrator may award reasonable fees and costs or any portion thereof to you if you prevail, to the extent authorized by applicable law.
5. Although under some laws ThorArizona may have a right to an award of attorneys' fees and non-filing fee expenses if it prevails in an arbitration, ThorArizona agrees that it will not seek such an award unless you are represented by an attorney or the arbitrator has determined that the claim is frivolous or brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)).
6. If the arbitrator issues you an award that is greater than the value of ThorArizona's last written settlement offer made after you participated in good faith in the optional Negotiation process described in subsection (k) below, then ThorArizona will pay you the amount of the award or U.S. \$1,000, whichever is greater.

(f) Location and Manner of Arbitration.

Unless you and ThorAzona agree otherwise, any arbitration hearings between ThorAzona and a Rider will take place in the county of your billing address, and any arbitration hearings between ThorAzona and a Driver will take place in the county in which the Driver provides Transportation Services. If AAA arbitration is unavailable in your county, the arbitration hearings will take place in the nearest available location for a AAA arbitration. Your right to a hearing will be determined by the AAA Rules.

(g) Exceptions to Arbitration.

This Arbitration Agreement shall not require arbitration of the following types of claims: (1) small claims actions brought on an individual basis that are within the scope of such small claims court's jurisdiction; (2) a representative action brought on behalf of others under PAGA or other private attorneys general acts, to the extent the representative PAGA Waiver in Section 17(c) of such action is deemed unenforceable by a court of competent jurisdiction under applicable law not preempted by the FAA; (3) claims for workers' compensation, state disability insurance and unemployment insurance benefits; (4) claims that may not be subject to arbitration as a matter of generally applicable law not preempted by the FAA; and (5) individual claims of sexual assault or sexual harassment in connection with the use of the ThorAzona Platform or Transportation Services. Where these claims are brought in a court of competent jurisdiction, ThorAzona will not require arbitration of those claims. ThorAzona's agreement not to require arbitration of these claims does not waive the enforceability of any other provision of this Arbitration Agreement (including without limitation the waivers provided in Section 17(b)), or of the enforceability of this Arbitration Agreement as to any other dispute, claim, or controversy.

Nothing in this Arbitration Agreement prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board ("NLRB"), or Office of Federal Contract Compliance Programs, or similar local, state or federal agency, and nothing in this Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration. However, should you bring an administrative claim, you may only seek or recover money damages of any type pursuant to this Arbitration Provision, and you knowingly and voluntarily waive the right to seek or recover money damages of any type pursuant to any administrative complaint, except for a complaint issued by the NLRB. Should you participate in an NLRB proceeding, you may only recover money damages if such recovery does not arise from or relate to a claim previously adjudicated under this Arbitration Provision or settled by you. Similarly, you may not recover money damages under this Arbitration Provision if you have already adjudicated such claim with the NLRB. Nothing in this Agreement or Arbitration Agreement prevents your participation in an investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision.

(h) Severability.

Except as otherwise provided in the severability provisions in subsections (b) and (c) above, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable under applicable law not preempted by the FAA, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

(i) Driver Claims in Pending Settlement.

If you are a member of a putative class in a lawsuit against ThorArizona involving Driver Claims and a Motion for Preliminary Approval of a Settlement has been filed with the court in that lawsuit prior to this Agreement's effective date (a "Pending Settlement Action"), then this Arbitration Agreement shall not apply to your Driver Claims in that particular class action. Instead, your Driver Claims in that Pending Settlement Action shall continue to be governed by the arbitration provisions contained in the applicable Agreement that you accepted prior to this Agreement's effective date.

(j) Opting Out of Arbitration for Driver Claims That Are Not In a Pending Settlement Action.

As a Driver or Driver applicant, you may opt out of the requirement to arbitrate Driver Claims defined in Section 17(e)(2) (except as limited by Section 17(i) above) pursuant to the terms of this subsection if you have not previously agreed to an arbitration provision in ThorArizona's Terms of Service where you had the opportunity to opt out of the requirement to arbitrate. If you have previously agreed to such an arbitration provision, you may opt out of any revisions to your prior arbitration agreement made by this provision in the manner specified below, but opting out of this arbitration provision has no effect on any previous, other, or future arbitration agreements that you may have with ThorArizona. If you have not previously agreed to such an arbitration provision and do not wish to be subject to this Arbitration Agreement with respect to Driver Claims, you may opt out of arbitration with respect to such Driver Claims, other than those in a Pending Settlement Action, by notifying ThorArizona in writing of your desire to opt out of arbitration for such Driver Claims, which writing must be dated, signed and delivered by electronic mail to arbitrationoptout@ThorArizona.com.

In order to be effective, (A) the writing must clearly indicate your intent to opt out of this Arbitration Agreement with respect to Driver Claims that are not part of a Pending Settlement Action, (B) the writing must include the name, phone number, and email address associated with your User Account, and (C) the email containing the signed writing must be sent within 30 days of the date this Agreement is executed by you. Should you not opt out within the 30-day period, you and ThorArizona shall be bound by the terms of this Arbitration Agreement in full (including with respect to Driver Claims that are not part of a Pending Settlement Action). As provided in paragraph 17(i) above, any opt out that you submit shall not apply to any Driver Claims that are part of a Pending Settlement Action and your Driver Claims in any such Pending Settlement Action shall continue to be governed by the arbitration provisions that are contained in the applicable ThorArizona Terms of Use that you agreed to prior to the effective date of this Agreement.

Cases have been filed against ThorArizona and may be filed in the future involving Driver Claims. You should assume that there are now, and may be in the future, lawsuits against ThorArizona alleging class, collective, and/or representative Driver Claims in which the plaintiffs seek to act on your behalf, and which, if successful, could result in some monetary recovery to you. But if you do agree to arbitration of Driver Claims with ThorArizona under this Arbitration Agreement, you are agreeing in advance that you will bring all such claims, and seek all monetary and other relief, against ThorArizona in an individual arbitration, except for the Driver Claims that are part of a Pending Settlement Action. You are also agreeing in advance that you will not participate in, or seek to recover monetary or other relief, for such claims in any court action or class, collective, and/or representative action. You have the right to consult with counsel of your choice

concerning this Arbitration Agreement and you will not be subject to retaliation if you exercise your right to assert claims or opt-out of any Driver Claims under this Arbitration Agreement.

(k) Optional Pre-Arbitration Negotiation Process.

Before initiating any arbitration or proceeding, you and ThorAZona may agree to first attempt to negotiate any dispute, claim or controversy between the parties informally for 30 days, unless this time period is mutually extended by you and ThorAZona. A party who intends to seek negotiation under this subsection must first send to the other a written notice of the dispute (“Notice”). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, and attorneys are confidential, privileged and inadmissible for any purpose, including as evidence of liability or for impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

Confidentiality

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to ThorAZona’s business, operations and properties, information about a User made available to you in connection with such User’s use of the Platform, which may include the User’s name, pick-up location, contact information and photo (“Confidential Information”) disclosed to you by ThorAZona for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties, and you agree not to store separate and outside of the ThorAZona Platform any User Information obtained from the ThorAZona Platform. As a Driver, you understand that some of Rider Information you receive may be protected by federal and/or state confidentiality laws, such as the Health Information Portability and Accountability Act of 1996 (“HIPAA”), governing the privacy and security of protected (patient) health information. In the event that you know a Rider, you should not disclose to anyone the identity of the Rider or the location that you picked up, or dropped off the Rider, as this could violate HIPAA. You understand that any violation of the Agreement’s confidentiality provisions may violate HIPAA or state confidentiality laws and could result in civil or criminal penalties against you. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of ThorAZona in order to prevent it from falling into the public domain.

Notwithstanding the above, you shall not have liability to ThorAZona with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by ThorAZona or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of ThorAZona; becomes known to you, without restriction, from a source other than ThorAZona without breach of this Agreement by you and otherwise not in violation of ThorAZona’s rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that You shall provide prompt notice of such court order or requirement to ThorAZona to enable ThorAZona to seek a protective order or otherwise prevent or restrict such disclosure.

Relationship with ThorAzona

As a Driver on the ThorAzona Platform, you acknowledge and agree that you and ThorAzona are in a direct business relationship, and the relationship between the parties under this Agreement is solely that of independent contracting parties. You and ThorAzona expressly agree that (1) this is not an employment agreement and does not create an employment relationship between you and ThorAzona; and (2) no joint venture, franchisor-franchisee, partnership, or agency relationship is intended or created by this Agreement. You have no authority to bind ThorAzona, and you undertake not to hold yourself out as an employee, agent or authorized representative of ThorAzona.

ThorAzona does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including in connection with your provision of Transportation Services, your acts or omissions, or your operation and maintenance of your vehicle. You retain the sole right to determine when, where, and for how long you will utilize the ThorAzona Platform. ThorAzona does not, and shall not be deemed to, unilaterally prescribe specific dates, times of day, or any minimum number of hours for you to utilize the ThorAzona Platform. You retain the option to accept or to decline or ignore a Rider's request for Transportation Services via the ThorAzona Platform, or to cancel an accepted request for Transportation Services via the ThorAzona Platform, subject to ThorAzona's then-current cancellation policies. ThorAzona does not, and shall not be deemed to, require you to accept any specific request for Transportation Services as a condition of maintaining access to the platform. With the exception of any signage required by law or permit/license rules or requirements, ThorAzona shall have no right to require you to: (a) display ThorAzona's names, logos or colors on your vehicle(s); or (b) wear a uniform or any other clothing displaying ThorAzona's names, logos or colors. You acknowledge and agree that you have complete discretion to provide Transportation Services or otherwise engage in any other business or employment activities, including but not limited to providing services similar to the Transportation Services to other companies, and that ThorAzona does not, and shall not be deemed to, restrict you from engaging in any such activity.

Other Services

In addition to connecting Riders with Drivers, the ThorAzona Platform may enable Users to provide or receive services from other third parties. For example, Users may be able to use the ThorAzona Platform to plan and reserve rides on public transportation, take a ride in an autonomous vehicle provided by a third party, rent vehicles, or obtain financial services provided by third parties (collectively, the "Other Services"). You understand that the Other Services are subject to the terms and pricing of the third-party provider. If you choose to purchase Other Services through the ThorAzona Platform, you authorize ThorAzona to charge your payment method on file according to the pricing terms set by the third-party provider. You agree that ThorAzona is not responsible and may not be held liable for the Other Services or the actions or omissions of the third-party provider. Such Other Services may not be investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Other Services accessed through the ThorAzona Platform. This Agreement incorporates by

reference [ADT Mobile Security Monitoring Terms](#). In the event of a conflict in the terms of the ADT Mobile Security Monitoring Terms and this Agreement, the terms of this Agreement shall control with respect to ThorArizona and your agreements with ThorArizona herein, and the limitations of liability set forth in Section 15 above shall also apply to ADT. The Dispute Resolution and Arbitration Agreement provisions in Section 17 above shall apply instead of any terms in the ADT Mobile Security Monitoring Terms for all purposes except with respect to claims that are solely against ADT.

General

Except as provided in Section 17, this Agreement shall be governed by the laws of the State of California without regard to choice of law principles. This choice of law provision is only intended to specify the use of California law to interpret this Agreement and is not intended to create any other substantive right to non-Californians to assert claims under California law whether by statute, common law, or otherwise. If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions of this Agreement. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement. You agree that this Agreement and all incorporated agreements may be automatically assigned by ThorArizona, in our sole discretion by providing notice to you. Except as explicitly stated otherwise, any notices to ThorArizona shall be given by certified mail, postage prepaid and return receipt requested to ThorArizona, Inc., 548 Market Street, #68514 San Francisco, CA 94104. Any notices to you shall be provided to you through the ThorArizona Platform or given to you via the email address or physical you provide to ThorArizona during the registration process. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. The words “include”, “includes” and “including” are deemed to be followed by the words “without limitation”. A party’s failure to act with respect to a breach by the other party does not constitute a waiver of the party’s right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between you and ThorArizona with respect to the subject matter hereof and supersedes all previous understandings and agreements between the parties, whether oral or written.

If you have any questions regarding the ThorArizona Platform or Transportation Services, please contact us through our [Help Center](#).

ThorArizona Privacy Policy

Last Updated: June 30, 2021

At ThorArizona our mission is to improve people’s lives with the world’s best transportation, providing a platform to help you get from point A to point B. To do that, we need to collect, use,

and share some of your personal information. This Privacy Policy is meant to help you understand how ThorAzona does that and how to exercise the choices and rights you have in your information.

ThorAzona's [privacy homepage](#) provides additional information about our commitment to respecting your personal information, including ways for you to access and delete that information.

The Scope of This Policy

This policy applies to all ThorAzona users, including Riders and Drivers (including Driver applicants), and to all ThorAzona platforms and services, including our apps, websites, features, and other services (collectively, the "ThorAzona Platform"). Please remember that your use of the ThorAzona Platform is also subject to our [Terms of Service](#).

The Information We Collect

When you use the ThorAzona Platform, we collect the information you provide, usage information, and information about your device. We also collect information about you from other sources like third-party services, and optional programs in which you participate, which we may combine with other information we have about you. Here are the types of information we collect about you:

A. Information You Provide to Us

Account Registration. When you create an account with ThorAzona, we collect the information you provide us, such as your name, email address, phone number, birth date, and payment information. You may choose to share additional info with us for your Rider profile, like your photo or saved addresses (e.g., home or work), and set up other preferences (such as your preferred pronouns).

Driver Information. If you apply to be a Driver, we will collect the information you provide in your application, including your name, email address, phone number, birth date, profile photo, physical address, government identification number (such as social security number), driver's license information, vehicle information, and car insurance information. We collect the payment information you provide us, including your bank routing numbers, and tax information. Depending on where you want to drive, we may also ask for additional business license or permit information or other information to manage driving and programs relevant to that location. We may need additional information from you at some point after you become a Driver, including information to confirm your identity (like a photo).

Ratings and Feedback. When you rate and provide feedback about Riders or Drivers, we collect all of the information you provide in your feedback.

Communications. When you contact us or we contact you, we collect any information that you provide, including the contents of the messages or attachments you send us.

B. Information We Collect When You Use the ThorAzona Platform

Location Information. Great rides start with an easy and accurate pickup. The ThorAzona Platform collects location information (including GPS and WiFi data) differently depending on your ThorAzona app settings and device permissions as well as whether you are using the platform as a Rider or Driver:

- **Riders:** We collect your device's precise location when you open and use the ThorAzona app, including while the app is running in the background from the time you request a ride until it ends. ThorAzona also tracks the precise location of scooters and e-bikes at all times.
- **Drivers:** We collect your device's precise location when you open and use the app, including while the app is running in the background when it is in driver mode. We also collect precise location for a limited time after you exit driver mode in order to detect ride incidents, and continue collecting it until a reported or detected incident is no longer active.

Usage Information. We collect information about your use of the ThorAzona Platform, including ride information like the date, time, destination, distance, route, payment, and whether you used a promotional or referral code. We also collect information about your interactions with the ThorAzona Platform like our apps and websites, including the pages and content you view and the dates and times of your use.

Device Information. We collect information about the devices you use to access the ThorAzona Platform, including device model, IP address, type of browser, version of operating system, identity of carrier and manufacturer, radio type (such as 4G), preferences and settings (such as preferred language), application installations, device identifiers, advertising identifiers, and push notification tokens. If you are a Driver, we also collect mobile sensor data from your device (such as speed, direction, height, acceleration, deceleration, and other technical data).

Communications Between Riders and Drivers. We work with a third party to facilitate phone calls and text messages between Riders and Drivers without sharing either party's actual phone number with the other. But while we use a third party to provide the communication service, we collect information about these communications, including the participants' phone numbers, the date and time, and the contents of SMS messages. For security purposes, we may also monitor or record the contents of phone calls made through the ThorAzona Platform, but we will always let you know we are about to do so before the call begins.

Address Book Contacts. You may set your device permissions to grant ThorAzona access to your contact lists and direct ThorAzona to access your contact list, for example to help you refer friends to ThorAzona. If you do this, we will access and store the names and contact information of the people in your address book.

Cookies, Analytics, and Third-Party Technologies. We collect information through the use of "cookies", tracking pixels, data analytics tools like [Google Analytics](#), SDKs, and other third-party technologies to understand how you navigate through the ThorAzona Platform and interact with ThorAzona advertisements, to make your ThorAzona experience safer, to learn what content is popular, to improve your site experience, to serve you better ads on other sites, and to

save your preferences. Cookies are small text files that web servers place on your device; they are designed to store basic information and to help websites and apps recognize your browser. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be accessed every time you use the ThorAzona Platform. You should consult your web browser(s) to modify your cookie settings. Please note that if you delete or choose not to accept cookies from us, you may miss out on certain features of the ThorAzona Platform.

C. Information We Collect from Third Parties

Third-Party Services. Third-party services provide us with information needed for core aspects of the ThorAzona Platform, as well as for additional services, programs, loyalty benefits, and promotions that can enhance your ThorAzona experience. These third-party services include background check providers, insurance partners, financial service providers, marketing providers, and other businesses. We obtain the following information about you from these third-party services:

- Information to make the ThorAzona Platform safer, like background check information for drivers;
- Information about your participation in third-party programs that provide things like insurance coverage and financial instruments, such as insurance, payment, transaction, and fraud detection information;
- Information to operationalize loyalty and promotional programs or applications, services, or features you choose to connect or link to your ThorAzona account, such as information about your use of such programs, applications, services, or features; and
- Information about you provided by specific services, such as demographic and market segment information.

Enterprise Programs. If you use ThorAzona through your employer or other organization that participates in one of our ThorAzona Business enterprise programs, we will collect information about you from those parties, such as your name and contact information.

Concierge Service. Sometimes another business or entity may order you a ThorAzona ride. If an organization has ordered a ride for you using our Concierge service, they will provide us your contact information and the pickup and drop-off location of your ride.

Referral Programs. Friends help friends use the ThorAzona Platform. If someone refers you to ThorAzona, we will collect information about you from that referral including your name and contact information.

Other Users and Sources. Other users or public or third-party sources such as law enforcement, insurers, media, or pedestrians may provide us information about you, for example as part of an investigation into an incident or to provide you support.

How We Use Your Information

We use your personal information to:

- Provide the ThorAzona Platform;
- Maintain the security and safety of the ThorAzona Platform and its users;
- Build and maintain the ThorAzona community;
- Provide customer support;
- Improve the ThorAzona Platform; and
- Respond to legal proceedings and obligations.

Providing the ThorAzona Platform. We use your personal information to provide an intuitive, useful, efficient, and worthwhile experience on our platform. To do this, we use your personal information to:

- Verify your identity and maintain your account, settings, and preferences;
- Connect you to your rides and track their progress;
- Calculate prices and process payments;
- Allow Riders and Drivers to connect regarding their ride and to choose to share their location with others;
- Communicate with you about your rides and experience;
- Collect feedback regarding your experience;
- Facilitate additional services and programs with third parties; and
- Operate contests, sweepstakes, and other promotions.

Maintaining the Security and Safety of the ThorAzona Platform and its Users. Providing you a secure and safe experience drives our platform, both on the road and on our apps. To do this, we use your personal information to:

- Authenticate users;
- Verify that Drivers and their vehicles meet safety requirements;
- Investigate and resolve incidents, accidents, and insurance claims;
- Encourage safe driving behavior and avoid unsafe activities;
- Find and prevent fraud; and
- Block and remove unsafe or fraudulent users from the ThorAzona Platform.

Building and Maintaining the ThorAzona Community. ThorAzona works to be a positive part of the community. We use your personal information to:

- Communicate with you about events, promotions, elections, and campaigns;
- Personalize and provide content, experiences, communications, and advertising to promote and grow the ThorAzona Platform; and
- Help facilitate donations you choose to make through the ThorAzona Platform.

Providing Customer Support. We work hard to provide the best experience possible, including supporting you when you need it. To do this, we use your personal information to:

- Investigate and assist you in resolving questions or issues you have regarding the ThorAzona Platform; and
- Provide you support or respond to you.

Improving the ThorArizona Platform. We are always working to improve your experience and provide you with new and helpful features. To do this, we use your personal information to:

- Perform research, testing, and analysis;
- Develop new products, features, partnerships, and services;
- Prevent, find, and resolve software or hardware bugs and issues; and
- Monitor and improve our operations and processes, including security practices, algorithms, and other modeling.

Responding to Legal Proceedings and Requirements. Sometimes the law, government entities, or other regulatory bodies impose demands and obligations on us with respect to the services we seek to provide. In such a circumstance, we may use your personal information to respond to those demands or obligations.

How We Share Your Information

We do not sell your personal information. To make the ThorArizona Platform work, we may need to share your personal information with other users, third parties, and service providers. This section explains when and why we share your information.

A. Sharing Between ThorArizona Users Riders and Drivers.

Rider information shared with Driver: Upon receiving a ride request, we share with the Driver the Rider's pickup location, name, profile photo, rating, Rider statistics (like approximate number of rides and years as a Rider), and information the Rider includes in their Rider profile (like preferred pronouns). Upon pickup and during the ride, we share with the Driver the Rider's destination and any additional stops the Rider inputs into the ThorArizona app. Once the ride is finished, we also eventually share the Rider's rating and feedback with the Driver. (We remove the Rider's identity associated with ratings and feedback when we share it with Drivers, but a Driver may be able to identify the Rider that provided the rating or feedback.)

Driver information shared with Rider: Upon a Driver accepting a requested ride, we will share with the Rider the Driver's name, profile photo, preferred pronouns, rating, real-time location, and the vehicle make, model, color, and license plate, as well as other information in the Driver's ThorArizona profile, such as information Drivers choose to add (like country flag and why you drive) and Driver statistics (like approximate number of rides and years as a Driver).

Although we help Riders and Drivers communicate with one another to arrange a pickup, we do not share your actual phone number or other contact information with other users. If you report a lost or found item to us, we will seek to connect you with the relevant Rider or Driver, including sharing actual contact information with your consent.

Shared Ride Riders. When Riders use a ThorArizona Shared ride, we share each Rider's name and profile picture to ensure safety. Riders may also see each other's pickup and drop-off locations as part of knowing the route while sharing the ride.

Rides Requested or Paid For by Others. Some rides you take may be requested or paid for by others. If you take one of those rides using your ThorArizona Business Profile account, a code or coupon, a subsidized program (e.g., transit or government), or a corporate credit card linked to another account, or another user otherwise requests or pays for a ride for you, we may share some or all of your ride details with that other party, including the date, time, charge, rating given, region of trip, and pick up and drop off location of your ride.

Referral Programs. If you refer someone to the ThorArizona Platform, we will let them know that you generated the referral. If another user referred you, we may share information about your use of the ThorArizona Platform with that user. For example, a referral source may receive a bonus when you join the ThorArizona Platform or complete a certain number of rides and would receive such information.

B. Sharing With Third-Party Service Providers for Business Purposes

Depending on whether you're a Rider or a Driver, ThorArizona may share the following categories of your personal information for a business purpose (as we have done for the preceding 12 months) to provide you with a variety of the ThorArizona Platform's features and services:

- Personal identifiers, such as your name, address, email address, phone number, date of birth, government identification number (such as social security number), driver's license information, vehicle information, and car insurance information;
- Financial information, such as bank routing numbers, tax information, and any other payment information you provide us;
- Commercial information, such as ride information, Driver/Rider statistics and feedback, and Driver/Rider transaction history;
- Internet or other electronic network activity information, such as your IP address, type of browser, version of operating system, carrier and/or manufacturer, device identifiers, and mobile advertising identifiers; and
- Location data.

We disclose those categories of personal information to service providers to fulfill the following business purposes:

- Maintaining and servicing your ThorArizona account;
- Processing or fulfilling rides;
- Providing you customer service;
- Processing Rider transactions;
- Processing Driver applications and payments;
- Verifying the identity of users;
- Detecting and preventing fraud;
- Processing insurance claims;
- Providing Driver loyalty and promotional programs;
- Providing marketing and advertising services to ThorArizona;
- Providing financing;
- Providing requested emergency services;
- Providing analytics services to ThorArizona; and

- Undertaking internal research to develop the ThorAzona Platform.

C. For Legal Reasons and to Protect the ThorAzona Platform

We may share your personal information in response to a legal obligation, or if we have determined that sharing your personal information is reasonably necessary or appropriate to:

- Comply with any applicable federal, state, or local law or regulation, civil, criminal or regulatory inquiry, investigation or legal process, or enforceable governmental request;
- Respond to legal process (such as a search warrant, subpoena, summons, or court order);
- Enforce our Terms of Service;
- Cooperate with law enforcement agencies concerning conduct or activity that we reasonably and in good faith believe may violate federal, state, or local law; or
- Exercise or defend legal claims, protect against harm to our rights, property, interests, or safety or the rights, property, interests, or safety of you, third parties, or the public as required or permitted by law.

D. In Connection with Sale or Merger

We may share your personal information while negotiating or in relation to a change of corporate control such as a restructuring, merger, or sale of our assets.

E. Upon Your Further Direction

With your permission or upon your direction, we may disclose your personal information to interact with a third party or for other purposes.

How We Store and Protect Your Information

We retain your information for as long as necessary to provide you and our other users the ThorAzona Platform. This means we keep your profile information for as long as you maintain an account. We retain transactional information such as rides and payments for at least seven years to ensure we can perform legitimate business functions, such as accounting for tax obligations. If you request account deletion, we will delete your information as set forth in the “Deleting Your Account” section below.

We take reasonable and appropriate measures designed to protect your personal information. But no security measures can be 100% effective, and we cannot guarantee the security of your information, including against unauthorized intrusions or acts by third parties.

Your Rights And Choices Regarding Your Data

As explained more below and on our [privacy homepage](#), ThorAzona provides ways for you to access and delete your personal information as well as exercise other data rights that give you certain control over your personal information.

A. All Users

Email Subscriptions. You can always unsubscribe from our commercial or promotional emails by clicking unsubscribe in those messages. We will still send you transactional and relational emails about your use of the ThorAzona Platform.

Text Messages. You can opt out of receiving commercial or promotional text messages by texting the word END to 46080 from the mobile device receiving the messages. You may also opt out of receiving all texts from ThorAzona (including transactional or relational messages) by texting the word STOPALL to 46080 from the mobile device receiving the messages. Note that opting out of receiving all texts may impact your use of the ThorAzona Platform. Drivers can also opt out of driver-specific messages by texting STOP in response to a driver SMS. To re-enable texts you can text START in response to an unsubscribe confirmation SMS.

Push Notifications. You can opt out of receiving push notifications through your device settings. Please note that opting out of receiving push notifications may impact your use of the ThorAzona Platform (such as receiving a notification that your ride has arrived).

Profile Information. You can review and edit certain account information you have chosen to add to your profile by logging in to your account settings and profile.

Location Information. You can prevent your device from sharing location information through your device's system settings. But if you do, this may impact ThorAzona's ability to provide you our full range of features and services.

Cookie Tracking. You can modify your cookie settings on your browser, but if you delete or choose not to accept our cookies, you may be missing out on certain features of the ThorAzona Platform.

Do Not Track. Your browser may offer you a "Do Not Track" option, which allows you to signal to operators of websites and web applications and services that you do not want them to track your online activities. The ThorAzona Platform does not currently support Do Not Track requests at this time.

Deleting Your Account. If you would like to delete your ThorAzona account, please visit our [privacy homepage](#). In some cases, we will be unable to delete your account, such as if there is an issue with your account related to trust, safety, or fraud. When we delete your account, we may retain certain information for legitimate business purposes or to comply with legal or regulatory obligations. For example, we may retain your information to resolve open insurance claims, or we may be obligated to retain your information as part of an open legal claim. When we retain such data, we do so in ways designed to prevent its use for other purposes.

B. California Residents

The California Consumer Privacy Act provides some California residents with the additional rights listed below. To exercise these rights see the "Exercising Your California Privacy Rights" section or visit our privacy home page.

Right to Know. You have the right to know and see what data we have collected about you over the past 12 months, including:

- The categories of personal information we have collected about you;
- The categories of sources from which the personal information is collected;
- The business or commercial purpose for collecting your personal information;
- The categories of third parties with whom we have shared your personal information; and
- The specific pieces of personal information we have collected about you.

Right to Delete. You have the right to request that we delete the personal information we have collected from you (and direct our service providers to do the same). There are a number of exceptions, however, that include, but are not limited to, when the information is necessary for us or a third party to do any of the following:

- Complete your transaction.
- Provide you a good or service;
- Perform a contract between us and you;
- Protect your security and prosecute those responsible for breaching it;
- Fix our system in the case of a bug;
- Protect the free speech rights of you or other users;
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et seq.);
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interests that adheres to all other applicable ethics and privacy laws;
- Comply with a legal obligation; or
- Make other internal and lawful uses of the information that are compatible with the context in which you provided it.

Other Rights. You can request certain information about our disclosure of personal information to third parties for their own direct marketing purposes during the preceding calendar year. This request is free and may be made once a year. You also have the right not to be discriminated against for exercising any of the rights listed above.

Exercising Your California Privacy Rights. To request access to or deletion of your personal information, or to exercise any other data rights under California law, please contact us using one of the following methods:

Website: You may visit our [privacy homepage](#) to authenticate and exercise rights via our website.

To respond to some rights we will need to verify your request either by asking you to log in and authenticate your account or otherwise verify your identity by providing information about yourself or your account. Authorized agents can make a request on your behalf if you have given them legal power of attorney or we are provided proof of signed permission, verification of your identity, and confirmation that you provided the agent permission to submit the request.

Response Timing and Format. We aim to respond to a consumer request for access or deletion within 45 days of receiving that request. If we require more time, we will inform you of the reason and extension period in writing.

Children's Data

ThorAzona is not directed to children, and we don't knowingly collect personal information from children under the age of 18. If we find out that a child under 18 has given us personal information, we will take steps to delete that information. If you believe that a child under the age of 18 has given us personal information, please contact.

Links to Third-Party Websites

The ThorAzona Platform may contain links to third-party websites. Those websites may have privacy policies that differ from ours. We are not responsible for those websites, and we recommend that you review their policies. Please contact those websites directly if you have any questions about their privacy policies.

Changes to This Privacy Policy

We may update this policy from time to time as the ThorAzona Platform changes and privacy law evolves. If we update it, we will do so online, and if we make material changes, we will let you know through the ThorAzona Platform or by some other method of communication like email. When you use ThorAzona, you are agreeing to the most recent terms of this policy.

Contact Us

If you have any questions or concerns about your privacy or anything in this policy, including if you need to access this policy in an alternative format, we encourage you to contact us.