

## **Aeonian Technology's Terms of Use Policies**

These Terms of Service constitute a legally binding agreement (the "Agreement") between you and Aeonian Technology Corp., its parents, subsidiaries, representatives, affiliates, officers and directors (collectively, "Aeonian," "we," "us" or "our") governing your use of Aeonian applications, websites, technology, facilities, and platform (collectively, "Aeonian's Software Infrastructure").

PLEASE BE ADVISED: THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN YOU AND AEONIAN CAN BE BROUGHT ([SEE SECTION 17 BELOW](#)). **THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO: (1) WAIVE YOUR RIGHT TO A JURY TRIAL, AND (2) SUBMIT CLAIMS YOU HAVE AGAINST AEONIAN 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 Aeonian's Software Infrastructure, 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 AEONIAN'S SOFTWARE INFRASTRUCTURE OR ANY OF THE SERVICES PROVIDED THROUGH AEONIAN'S SOFTWARE INFRASTRUCTURE. If you use Aeonian's Software Infrastructure in another country, you agree to be subject to Aeonian's terms of service for that country. If you are accessing or using Aeonian's Software Infrastructure to access or use Aeonian's services on behalf of an organization contracted with Aeonian, and you are not accessing or using Aeonian's Software Infrastructure as a Rider or Driver, your access and use is governed by the contract between Aeonian and your organization.

When using Aeonian's Software Infrastructure, you also agree to conduct yourself in accordance with our [Community Guidelines](#), which shall form part of this Agreement between you and Aeonian.

### **Aeonian's Software Infrastructure**

Aeonian's Software Infrastructure 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 rideshare drivers who are driving to or through those destinations ("Drivers"). Drivers,

Riders, and any other individuals, excluding any Excluded Individuals, using Aeonian's Software Infrastructure are collectively referred to herein as "Users," and the driving services provided by Drivers to Riders, and other transportation related services provided by Drivers in connection with Aeonian's Software Infrastructure, shall be referred to herein as "Rideshare Services." "Aeonian Services" shall include any service provided by Aeonian pursuant to Aeonian's Software Infrastructure (for clarity, Aeonian Services does not include Rideshare Services or Third-Party Services). As a User, you authorize Aeonian to match and/or re-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, ride mode, driver mode, membership status, regulatory or other third-party requirements, user statistics, and platform efficiency, and to cancel an existing match based on the same or other considerations. Any decision by a User to offer or accept Rideshare Services is a decision made in such User's sole discretion. A separate agreement is formed between Drivers and Riders when the Rider accepts the Rideshare Services offered by the Driver. As used herein, "Excluded Individuals" means any individual who is registering to use Aeonian's Software Infrastructure or whose use of Aeonian's Software Infrastructure is on behalf of an organization contracted with Aeonian, except as a Rider or Driver.

In certain markets, Riders may have the option to rent transportation modalities (e.g., bikes, scooters, cars, etc.) or be offered other services through Aeonian's Software Infrastructure. In some markets, some of these rental programs and/or other services are owned and operated by Aeonian. In other markets, some of these rental programs and/or other services are owned or operated by third parties.

In any case, your use of Aeonian Services through Aeonian's Software Infrastructure may be subject to additional agreements between you and Aeonian as applicable to the particular service in the particular market ("Supplemental Agreements"). Please review any applicable Supplemental Agreements carefully. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF A SUPPLEMENTAL AGREEMENT, YOU MAY NOT RENT OR USE AEONIAN SERVICES IN SUCH MARKET.** In the event of any conflict between this Agreement and the terms and conditions of any Supplemental Agreement, the terms of this Agreement shall control, unless such Supplemental Agreement specifically states otherwise.

### **Modification to the Agreement**

Aeonian 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. Aeonian 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 Aeonian's Software Infrastructure after any such changes shall constitute your acceptance of 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**

Aeonian's Software Infrastructure 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. Aeonian's Software Infrastructure 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, you agree that you are the sole authorized user of your User account, and you may not use your User account on behalf of any third party, except as otherwise expressly permitted by Aeonian. To use Aeonian's Software Infrastructure, each User shall create a User account. Each person may only create one User account, and Aeonian reserves the right to deactivate any additional or duplicate accounts. Your participation in certain Aeonian programs and use of certain Aeonian services may be subject to additional eligibility requirements as determined by Aeonian.

By becoming a User, you represent and warrant that you are at least 18 years old. Notwithstanding the foregoing, if you are the parent or legal guardian of a 16 or 17-year old minor you may create a User account for such minor to use Aeonian's Software Infrastructure subject to the following requirements and restrictions: (a) you ensure that the minor's use of Aeonian's Software Infrastructure is limited solely to accessing and using Aeonian Services and/or Third-Party Services where expressly permitted under the Supplemental Agreement applicable to such Aeonian Services and/or Third-Party Services, (b) you determine that the Aeonian Services and/or Third-Party Services are suitable for the minor, (c) you ensure that the minor's use of Aeonian's Software Infrastructure and applicable Aeonian Services and/or Third-Party Services is done in compliance and acknowledgement of all applicable safety instructions and warnings in this Agreement, any applicable Supplemental Agreements, and Aeonian's Software Infrastructure, (d) you ensure that the minor does not request or accept any Rideshare Services unless accompanied by you or an authorized guardian, and (e) you explain the terms of this Agreement to the minor. For clarity, no unaccompanied User under 18 years old may ride in an autonomous vehicle.

By creating a User account for such minor, you hereby give permission and consent to the Agreement on the minor's behalf, you expressly guarantee the minor's acceptance, and

your own acceptance, of the terms of this Agreement, and you shall assume any and all responsibility and liability for the minor's use of Aeonian's Software Infrastructure as provided by the terms of this Agreement and any applicable Supplemental Agreements. You will be responsible for any breach of the above representations, warranties and/or this Agreement, and/or any attempt of the minor to disaffirm this Agreement. Furthermore, you hereby represent that you are fully authorized to execute this Agreement on behalf of yourself and all other parents or legal guardians of the minor rider.

## **Charges**

As a User, you understand that request or use of Rideshare Services, Aeonian Services, or Third-Party Services may result in charges ("Charges") to you and/or to an organization, if applicable. Charges to Riders and/or organizations, if applicable, for Rideshare Services include Fares (defined below) and other applicable fees, tolls, surcharges, and taxes, including as set forth on your market's [Aeonian Cities page](#) ("Aeonian Cities Page"), plus any tips to the Driver that you elect to pay. Aeonian has the authority and reserves the right to determine and modify pricing by posting applicable pricing terms to your market's Aeonian Cities Page or 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) as described on your market's Aeonian Cities Page or within Aeonian's Software Infrastructure. You are responsible for reviewing the applicable Aeonian Cities Page or price quote within Aeonian's Software Infrastructure and shall be responsible for all Charges incurred under your User account regardless of your awareness of such Charges or the amounts thereof.

Rideshare Service Fares ("Fares"). There are two types of Fares, quoted and variable.

- **Quoted Fares.** When you make a ride request using Aeonian's Software Infrastructure, Aeonian will quote you a Fare at the time of your request. The quote is subject to change until the ride request is confirmed. If your final destination is not the same as the destination in your ride request, or the time or distance of your ride differs substantially from your quoted fare, or if you attempt to abuse Aeonian's Software Infrastructure, we may, at Aeonian's sole discretion and determination, cancel the fare quote and charge you a variable fare as described below. Aeonian does not guarantee that the quoted fare price will be equal to a variable fare for the same ride. Quoted fares may include the Rideshare Service Fees and Other Charges below, as applicable.
- **Variable Fares.** Variable fares consist of a base charge and incremental charges based on the time 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 we lose signal, we will calculate time and distance using available data from your ride. In addition to the variable fare, the total cost of your ride may include the Rideshare Service Fees and Other Charges below, as applicable.

#### Rideshare Service Fees and Other Charges.

- **Service Fee.** Aeonian may charge a "Service Fee" for each ride, as set forth on the applicable Aeonian Cities Page.
- **Prime Time.** At certain times, including times of high demand for Rideshare Services ("Prime Time"), you acknowledge that Charges may increase substantially. For quoted fares, we may factor Prime Time increases into the quoted price of the ride.
- **Priority Pickup and Wait & Save.** In some cases, you may be able to select an expected pick up that is faster or slower than standard for a higher or lower Fare, respectively.
- **Cancellation Fee.** After requesting a ride you may cancel it through Aeonian's Software Infrastructure, but note that in certain cases a cancellation fee may apply. Aeonian may also charge a fee if you fail to show up after requesting a ride. Please check out our Help Center to learn more about [Aeonian's rider cancellation policy](#).
- **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 Aeonian in its sole discretion), towards vehicle repair or cleaning. Aeonian reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Damage Fee.
- **Abuse Fee.** If we receive a credible report that you have misused or abused Aeonian's Software Infrastructure, you agree to pay an "Abuse Fee" of up to \$250 as determined by Aeonian in its sole discretion. Aeonian reserves the right (but is not obligated) to verify or otherwise require documentation of abuse prior to processing the Abuse Fee.
- **Tolls.** In some instances tolls, toll estimates, or return tolls may apply to your ride. Please see our Help Center and your market's Aeonian Cities Page for more information about toll charges. We do not guarantee that the amount charged by Aeonian will match the toll charged to the Driver, if any.

- **Other Charges.** Other fees and surcharges may apply to your ride, including, but not limited to: actual or anticipated airport fees, state fees, local fees, event fees, fuel surcharges, wait time fees, or distance surcharges as determined by Aeonian or its marketing partners. In addition, where required by law Aeonian will collect applicable taxes. See your market's Aeonian Cities Page for information on other Charges that may apply to your ride.
- **Tips.** Following a ride, you may have the opportunity to elect to tip your Driver in cash or through Aeonian's Software Infrastructure. You may also elect to set a default tip amount or percentage through Aeonian's Software Infrastructure. Any tips will be provided entirely to the applicable Driver.

#### Charges Generally.

- **Facilitation of Charges.** All Charges are facilitated through a third-party payment processor (First Data, Stripe, Inc., Braintree, a division of PayPal, Inc., etc.). Aeonian may replace its third-party payment processor without notice to you. With the exception of tips and the purchase of Aeonian Cash, cash payments are strictly prohibited unless expressly permitted by Aeonian. Your payment of Charges to Aeonian satisfies your payment obligation for your use of Aeonian's Software Infrastructure, Aeonian Services, Third-Party Services, and Rideshare 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 your primary payment method expires, is invalid, or if Charges to your primary payment method are unable to be processed for whatever reason, then you agree that Aeonian may charge your other available payment methods in Aeonian's Software Infrastructure. If you don't recognize a transaction, then check your ride receipts and payment history.
- **No Refunds.** All Charges are non-refundable except to the extent required by law. This no-refund policy shall apply at all times regardless of your decision to terminate usage of Aeonian's Software Infrastructure, any disruption to Aeonian's Software Infrastructure, Aeonian Services, Third-Party Services, or Rideshare Services, or any other reason whatsoever.
- **Coupons.** You may receive coupons, credits, discounts, or other promotions (collectively, "Coupons") that you can apply toward payment of certain Charges. Coupons are valid only for use on Aeonian's Software Infrastructure, 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 Charges

exceeds the applicable Coupon value, we may charge your payment method on file for the Charges in excess of the Coupon amount. With respect to Fares, Aeonian 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 Rewards section of Aeonian's Software Infrastructure.

- **Supplemental Charges.** Charges related to Aeonian Services (including the rental of bikes and scooters) may be further detailed in the applicable Supplemental Agreement.
- **Third-Party Charges.** If you choose to purchase Third-Party Services (described further in Section 20) through Aeonian's Software Infrastructure, you authorize your payment method on file to be charged according to the pricing terms set by Aeonian or the third-party provider, or as otherwise provided in the terms of the purchased services.
- **Payment Card Authorization.** Upon addition of a new payment method or each request for Aeonian Services, Rideshare Services, or Third-Party Services, Aeonian may seek authorization of your selected payment method to verify the payment method, ensure the Charges 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 of NSF charges by the bank issuing your debit or prepaid card. Aeonian is not responsible for these charges and is unable to assist you in recovering them from your issuing bank. Check out our Help Center to learn more about [our use of pre-authorization holds](#).

For clarity, Aeonian does not charge a fee for Users to access Aeonian's Software Infrastructure, but retains the right to charge Users and/or organizations, if applicable, a fee or any other Charge for accessing or using Aeonian Services, Rideshare Services, or Third-Party Services made available through Aeonian's Software Infrastructure.

### **Driver Payments**

If you are a Driver, you will receive payment for your provision of Rideshare Services pursuant to the terms of the [Driver Addendum](#), which shall form part of this Agreement between you and Aeonian.

### **Aeonian Communications**

By entering into this Agreement or using Aeonian’s Software Infrastructure, you agree to receive communications from us, our affiliates, or our third-party partners, at any of the phone numbers provided to Aeonian by you or on your behalf, and also via email, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from Aeonian, its affiliated companies and/or Drivers may include but are not limited to: operational communications concerning your User account or use of Aeonian’s Software Infrastructure, Aeonian Services, Third-Party Services or Rideshare Services, updates concerning new and existing features on Aeonian’s Software Infrastructure, communications concerning marketing or promotions run by us or our third-party partners, and news concerning Aeonian and industry developments. If you change or deactivate the phone number you provided to Aeonian, you agree to update your User 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 AEONIAN’S SOFTWARE INFRASTRUCTURE OR RELATED SERVICES. IF YOU WISH TO OPT OUT OF ALL TEXTS OR CALLS FROM AEONIAN (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 AEONIAN’S SOFTWARE INFRASTRUCTURE OR RELATED SERVICES. WHEN YOU OPT OUT TEXTS OR CALLS, YOU MAY RECEIVE A ONE-TIME OPT-OUT CONFIRMATION TEXT MESSAGE. NO FURTHER MESSAGES WILL BE SENT TO YOUR MOBILE DEVICE, UNLESS INITIATED BY YOU. FOR COMMUNICATION SERVICE SUPPORT OR ASSISTANCE, PLEASE VISIT OUR [HELP CENTER](#).

### **Your Information**

Your Information is any information you provide, publish or post, and any information provided on your behalf, to or through Aeonian’s Software Infrastructure (including any profile information you provide) or send to other Users (including via in-application feedback, any email feature, or through any Aeonian-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 Aeonian's Software Infrastructure, Aeonian Services, and participate in the Rideshare Services. Our collection and use of personal information in connection with Aeonian's Software Infrastructure, Aeonian Services, and Rideshare Services is as provided in Aeonian's [Privacy Policy](#). 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 Aeonian to use your Information for the purposes described in the Privacy Policy and this Agreement, or to otherwise improve Aeonian's Software Infrastructure, Aeonian Services, or Rideshare Services 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. Aeonian does not assert any ownership over your Information; rather, as between you and Aeonian, 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**

Aeonian, at its sole discretion, may make available promotions, referral programs and loyalty programs with different features to any Users or prospective Users. Aeonian reserves the right to withhold or deduct credits or benefits obtained through a promotion or program in the event that Aeonian 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. Aeonian reserves the right to terminate, discontinue, modify or cancel any promotions or programs at any time and in its sole discretion without notice to you.

Aeonian's referral program may provide you with incentives to refer your friends and family to become new Users of Aeonian's Software Infrastructure in your country (the "Referral Program"). Your participation in the Referral Program is subject to this Agreement and the additional [Referral Program rules](#).

### **Restricted Activities**

With respect to your use of Aeonian's Software Infrastructure, Aeonian Services, Third-Party Services, and your participation in the Rideshare 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 Aeonian's Software Infrastructure or the servers or networks connected to Aeonian's Software Infrastructure;
- e. post Information or interact on Aeonian's Software Infrastructure, Aeonian Services, Third-Party Services, or Rideshare Services in a manner which is fraudulent, libelous, abusive, obscene, profane, sexually oriented, harassing, or illegal;
- f. use Aeonian's Software Infrastructure 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 Aeonian's Software Infrastructure 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 Aeonian's Software Infrastructure;
- i. "frame" or "mirror" any part of Aeonian's Software Infrastructure, 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 website for any purpose;
- j. modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of Aeonian's Software Infrastructure;
- k. rent, lease, lend, sell, redistribute, license or sublicense Aeonian's Software Infrastructure or access to any portion of Aeonian's Software Infrastructure;
- l. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, "data mine", copy, access, acquire information, generate impressions or clicks, input or store information, search, monitor any portion of Aeonian's Software Infrastructure, or in any way reproduce or circumvent the navigational structure or presentation of Aeonian's Software Infrastructure or its contents;
- m. link directly or indirectly to any other websites;

- n. transfer, lend, or sell your User account, password and/or identification, or any other User's Information to any other party;
- o. use a false email address or other identifying information, impersonate or misrepresent any person or entity, or your affiliation with any person or entity, or otherwise omit, misrepresent, or mislead as to the origin or source of any entity accessing Aeonian's Software Infrastructure;
- p. 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;
- q. violate any of the [Referral Program rules](#) if you participate in the Referral Program;
- r. commercialize the Rideshare Services, Third-Party Services, or our Aeonian Services without an agreement directly with Aeonian;
- s. misuse or abuse the Rideshare Services, Third-Party Services, or our Aeonian Services in violation of eligibility requirements as determined by Aeonian;
- t. violate [Aeonian's Policy Against Sexual Assault, Misconduct, and Harassment](#);
- u. circumvent any measures implemented by Aeonian to prevent or address violations of this Agreement; or
- v. cause any third party to engage in the restricted activities above.

Should you suspect that any unauthorized party may be using your User account or you suspect any other breach of security or violation of this Agreement, you agree to notify us immediately.

### **Driver Representations, Warranties and Agreements**

By providing Rideshare Services as a Driver on Aeonian's Software Infrastructure, 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 Rideshare Services.
- b. You own, or have the legal right to operate, the vehicle you use when providing Rideshare 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 any and all applicable safety recalls have been or will be remedied per manufacturer instructions.

- c. You will not engage in reckless behavior while driving or otherwise providing Rideshare Services, drive unsafely, operate a vehicle that is unsafe to drive, permit an unauthorized third party to accompany you in the vehicle while providing Rideshare Services, provide Rideshare 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 Aeonian community or third parties.
- d. You will only provide Rideshare Services using the vehicle that has been reported to, and approved by Aeonian, 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 Rideshare 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 Aeonian or Riders on Aeonian's Software Infrastructure or in connection with your provision of Rideshare 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 and agree to review Aeonian's [Anti-Discrimination Policies](#). You will make reasonable accommodations as required by law and our [Service Animal Policy](#) and [Wheelchair Policy](#) for Riders who travel with their 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 Rideshare Services, and you agree to provide proof of such insurance and that information regarding such insurance may be released to Aeonian upon Aeonian's reasonable request.

- j. You will pay all applicable federal, state and local taxes based on your provision of Rideshare Services and any payments received by you.
- k. You will comply with Aeonian's reasonable requests to provide information in connection with Rider complaints, law enforcement requests, or any other incident.

### **Intellectual Property**

All intellectual property rights in and to Aeonian's Software Infrastructure shall be owned by Aeonian absolutely and in their entirety. These rights include database rights, inventions and patentable subject-matter, patents, 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 Aeonian's Software Infrastructure 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 Aeonian. Aeonian 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. Except for the explicit license grants hereunder, nothing in this Agreement shall be construed to transfer ownership of or grant a license under any intellectual property rights.

AEONIAN and other Aeonian logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of Aeonian in the United States and/or other countries (collectively, the "Aeonian Marks"). If you provide Rideshare Services as a Driver, Aeonian 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 Aeonian Marks solely on the Aeonian stickers/decals, and any other Aeonian-branded items provided by Aeonian directly to you in connection with providing the Rideshare 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 Aeonian's prior written permission, which it may withhold in its sole discretion. The Aeonian logo (or any Aeonian Marks) may not be used in any manner that is likely to cause confusion, including but not limited to: use of a Aeonian Mark in a domain name or Aeonian referral code, or use of a Aeonian Mark as a social media handle or name, avatar, profile photo, icon, favicon, or banner. You may identify yourself as a Driver on Aeonian's Software

Infrastructure, but may not misidentify yourself as Aeonian, an employee of Aeonian, or a representative or agent of Aeonian.

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

You agree that you will not: (1) create any materials that use the Aeonian Marks or any derivatives of the Aeonian Marks as a trademark, service mark, trade name or trade dress, other than as expressly approved by Aeonian in writing; (2) use the Aeonian Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the Aeonian Marks other than in accordance with the terms, conditions and restrictions herein; (3) take any other action that would jeopardize or impair Aeonian's rights as owner of the Aeonian Marks or the legality and/or enforceability of the Aeonian Marks, including, challenging or opposing Aeonian's ownership in the Aeonian Marks; (4) apply for trademark registration or renewal of trademark registration of any of the Aeonian Marks, any derivative of the Aeonian Marks, any combination of the Aeonian Marks and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the Aeonian Marks; (5) use the Aeonian 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 Aeonian driver amp, or manufacture, produce, print, sell, distribute, purchase, or display counterfeit/inauthentic Aeonian driver amps or other Aeonian Marks or (including but not limited to signage, stickers, apparel, or decals) from any source other than directly from Aeonian.

Violation of any provision of this License may result in immediate termination of the License, in Aeonian'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 Aeonian Marks (in violation of this Agreement or otherwise), you agree that upon their creation Aeonian exclusively owns all right, title and interest in and to such materials, including any modifications to the Aeonian Marks or derivative works based on the Aeonian Marks or Aeonian copyrights. You further agree to assign any interest or right

you may have in such materials to Aeonian, and to provide information and execute any documents as reasonably requested by Aeonian to enable Aeonian to formalize such assignment.

Aeonian respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials on Aeonian's Software Infrastructure infringe upon your copyrights, please [view our Copyright Policy](#) for information on how to make a copyright complaint.

## **Disclaimers**

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

Aeonian does not provide transportation services, and Aeonian is not a transportation carrier. Aeonian 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 Aeonian's Software Infrastructure, and it is up to the Rider to decide whether or not to accept a ride from any Driver contacted through Aeonian's Software Infrastructure. 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 Rideshare Services. Any safety-related feature, process, policy, standard, or other effort undertaken by Aeonian is not an indication of any employment or agency relationship with any User.

Aeonian's Software Infrastructure 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 Aeonian's Software Infrastructure, Aeonian Services, Third-Party Services, and/or the Rideshare Services, including the ability to provide or receive Rideshare Services at any given location or time. Aeonian reserves the right, for example, to limit or eliminate access to Aeonian's Software Infrastructure for Rideshare Services, Third-Party Services, and/or Aeonian 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 Aeonian's Software Infrastructure, Aeonian Services, Third-Party Services, or Rideshare Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that

any defects in Aeonian's Software Infrastructure will be corrected, or that Aeonian's Software Infrastructure is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity, availability, accuracy, completeness, and reliability of Aeonian's Software Infrastructure, Aeonian Services, Third-Party Services, or Rideshare Services, including with respect to mapping, navigation, estimated times of arrival, and routing services. You are responsible at all times for your conduct and the consequences of your conduct while using Aeonian's Software Infrastructure.

We cannot guarantee that each Rider or Driver is who he or she claims to be. Please use common sense when using Aeonian's Software Infrastructure, Aeonian Services, Third-Party Services, and Rideshare 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 Aeonian's Software Infrastructure 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.

Aeonian is not responsible for the conduct, whether online or offline, of any User of Aeonian's Software Infrastructure, Aeonian Services, Third-Party Services, or Rideshare 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 Aeonian's Software Infrastructure, Aeonian Services, Third-Party Services, and participating in the Rideshare Services, you agree to accept such risks and agree that Aeonian is not responsible for the acts or omissions of Users on Aeonian's Software Infrastructure, Aeonian Services, Third-Party Services, or participating in the Rideshare Services.

You are responsible for the use of your User account and Aeonian expressly disclaims any liability arising from the unauthorized use of your User account.

It is possible for others to obtain information about you that you provide, publish or post to or through Aeonian's Software Infrastructure (including any profile information you provide), send to other Users, or share during the Rideshare 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 Aeonian's Software Infrastructure or through the Rideshare Services, Aeonian Services, or Third-Party Services. Please carefully select the type of information that you post on Aeonian's Software Infrastructure or through



the Rideshare Services, Aeonian Services, or Third-Party 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 Aeonian or made available through Aeonian’s Software Infrastructure, 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 Aeonian’s Software Infrastructure or otherwise. We reserve the right, but we have no obligation, to monitor the materials posted on Aeonian’s Software Infrastructure 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 Aeonian’s Software Infrastructure 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 Aeonian, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by Aeonian’s Software Infrastructure. Any of your Information, including geolocational data, you upload, provide, or post on Aeonian’s Software Infrastructure may be accessible to Aeonian and certain Users of Aeonian’s Software Infrastructure.

Aeonian advises you to use Aeonian’s Software Infrastructure with a data plan with unlimited or very high data usage limits, and Aeonian shall not be responsible or liable for any fees, costs, or overage charges associated with any data plan you use to access Aeonian’s Software Infrastructure.

This paragraph applies to any version of Aeonian’s Software Infrastructure that you acquire from the Apple App Store. This Agreement is entered into between you and Aeonian. Apple, Inc. (“Apple”) is not a party to this Agreement and shall have no obligations with respect to Aeonian’s Software Infrastructure. Aeonian, not Apple, is solely responsible for Aeonian’s Software Infrastructure and the content thereof as set forth hereunder. However, Apple and Apple’s subsidiaries are third-party beneficiaries of this Agreement. Upon your acceptance of this Agreement, 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 [Apple’s Licensed Application 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 "Aeonian Nav built by Google" while providing Rideshare Services on Aeonian's Software Infrastructure. Riders and Drivers may also use Google Maps while using Aeonian's Software Infrastructure. In either case, you agree that Google may collect your location data when Aeonian's Software Infrastructure is running in order to provide and improve Google's services, that such data may also be shared with Aeonian in order to improve its operations, and that Google's [terms](#) and [privacy policy](#) will apply to this usage.

Aeonian 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; labor disputes or stoppages; war; government action; epidemic or pandemic; chemical or biological contamination; strikes; riots; 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, such as requirements for drivers, earnings information, and where you can access Aeonian's certificates of insurance. You can view any disclosures required by your local jurisdiction at [www.Aeonian.com/terms/disclosures](http://www.Aeonian.com/terms/disclosures). By accepting this Agreement, you acknowledge that Aeonian has provided these disclosures to you and that you have read them. Please check regularly for updates.

### **Indemnity**

You will indemnify and hold harmless and, at Aeonian's election, defend Aeonian including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders (collectively, the "Indemnified Parties") from and against any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of Aeonian's Software Infrastructure, Aeonian Services, Third-Party Services, and participation in the Rideshare 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 or Information that you submit to us or transmit through Aeonian's Software Infrastructure or to us infringes, misappropriates, or otherwise violates 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 Rideshare Services as a Driver; and/or (5) any other activities in connection with Aeonian's Software Infrastructure, Aeonian Services, Third-Party Services, or Rideshare Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person. You will not, without Aeonian's prior written consent, agree to any settlement on behalf of any Indemnified Party which includes either the obligation to pay any monetary amounts, or any admissions of liability, whether civil or criminal, on the part of any Indemnified Party.

### **Limitation of Liability**

IN NO EVENT WILL AEONIAN, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS (COLLECTIVELY "AEONIAN" 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 AEONIAN'S SOFTWARE INFRASTRUCTURE, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH AEONIAN'S SOFTWARE INFRASTRUCTURE, AEONIAN SERVICES, THE RIDESHARE 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. AEONIAN'S SOFTWARE INFRASTRUCTURE MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR THIRD-PARTY SERVICES WITH THIRD-PARTY PROVIDERS, BUT YOU AGREE THAT AEONIAN HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS, OR THIRD-PARTY SERVICES SET FORTH IN THIS AGREEMENT. FOR CLARITY AND WITHOUT LIMITING THE FOREGOING, AEONIAN HAS NO RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR RELIANCE ON TRANSPORTATION, GOODS, OR THIRD-PARTY SERVICES SET FORTH IN THIS AGREEMENT OR ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD-PARTY PROVIDER. 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 Aeonian; 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)-(i) of this Agreement. In addition, Aeonian may terminate this Agreement or deactivate your User account immediately in the event: (1) you are no longer eligible to qualify as a User; (2) you no longer qualify to provide Rideshare Services or to operate the approved vehicle under applicable law, rule, permit, ordinance or regulation; (3) you fall below Aeonian's star rating or cancellation threshold; or (4) Aeonian has the good faith belief that such action is necessary to protect the safety of the Aeonian community or third parties, provided that in the event of a deactivation pursuant to (1)-(4) above, you will be given notice of the potential or actual deactivation and an opportunity to attempt to cure the issue to Aeonian's reasonable satisfaction prior to Aeonian 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 Aeonian'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 Aeonian.**

YOU AND AEONIAN 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 Aeonian 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 Aeonian, 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 Aeonian'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 AEONIAN. 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), Aeonian's Software Infrastructure, the Rideshare Services, the Aeonian Services, Aeonian promotions, gift card, referrals or loyalty programs, the Aeonian Tablet, any other goods or services made available through Aeonian's Software Infrastructure by Aeonian or a third-party provider, your relationship with Aeonian, the threatened or actual suspension, deactivation or termination of your User Account or this Agreement, background checks performed by or on Aeonian's behalf, payments made by you or any payments made or allegedly owed to you, any promotions or offers made by Aeonian, 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 Aeonian 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 AEONIAN 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 AEONIAN 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 AEONIAN 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 AEONIAN, 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 Aeonian 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 Aeonian 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](http://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 Aeonian 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 Aeonian initiates arbitration under this Arbitration Agreement, Aeonian will pay all AAA filing and arbitration fees.
2. With respect to any Claims brought by Aeonian against a Driver, or for Claims brought by a Driver against Aeonian that: (A) are based on an alleged employment relationship between Aeonian and a Driver; (B) arise out of, or relate to, Aeonian's actual deactivation of a Driver's User account or a threat by Aeonian to deactivate a Driver's User account; (C) arise out of, or relate to, Aeonian's actual termination of a Driver's Agreement with Aeonian under the termination provisions of this Agreement, or a threat by Aeonian to terminate a Driver's Agreement; (D) arise out of, or relate to, Fares (as defined in this Agreement, including Aeonian's commission or fees on the Fares), tips, or average hourly guarantees owed by Aeonian to Drivers for Rideshare Services, other than disputes relating to referral bonuses, other Aeonian 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"), Aeonian 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 Aeonian 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 Rideshare 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 Aeonian may have a right to an award of attorneys’ fees and non-filing fee expenses if it prevails in an arbitration, Aeonian 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 Aeonian’s last written settlement offer made after you participated in good faith in the optional Negotiation process described in subsection (k) below, then Aeonian 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 Aeonian agree otherwise, any arbitration hearings between Aeonian and a Rider will take place in the county of your billing address, and any arbitration hearings between Aeonian and a Driver will take place in the county in which the Driver provides Rideshare 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 Aeonian's Software Infrastructure, Aeonian Services, or Rideshare Services. Where these claims are brought in a court of competent jurisdiction, Aeonian will not require arbitration of those claims. Aeonian'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 Aeonian 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 Aeonian'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 Aeonian. 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 Aeonian 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@Aeonian.com](mailto:arbitrationoptout@Aeonian.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 after the date this Agreement is executed by you. Should you not opt out within the 30-day period, you and Aeonian 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 Aeonian Terms of Use that you agreed to prior to the effective date of this Agreement.

Cases have been filed against Aeonian 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 Aeonian 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 Aeonian under this Arbitration Agreement, you are agreeing in advance that you will bring all such claims, and seek all monetary and other relief, against Aeonian 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 Aeonian 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 Aeonian. 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 as this could violate HIPAA non-discoverable as a result of its use in the negotiation.

**(l) Binding Effect; Third-Party Beneficiaries.**

This Arbitration Agreement shall be binding upon, and shall include any claims brought by or against any third parties, including but not limited to your spouses, heirs, third-party beneficiaries and permitted assigns, where their underlying claim(s) arise out of or relate to your use of Aeonian’s Software Infrastructure, Aeonian Services, or Rideshare Services. To the extent that any third-party beneficiary to this Agreement brings claims against a party, those claims shall also be subject to this Arbitration Agreement.

**Confidentiality**

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to Aeonian’s business, operations and properties, information about a User made available to you in connection with such User’s use of Aeonian’s Software Infrastructure, which may include the User’s name, pick-up location,

contact information and photo (“Confidential Information”) disclosed to you by Aeonian 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 Aeonian’s Software Infrastructure any Confidential Information obtained from Aeonian’s Software Infrastructure. As a Driver, you understand that some of the Confidential 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 Aeonian in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to Aeonian with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by Aeonian 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 Aeonian; becomes known to you, without restriction, from a source other than Aeonian without breach of this Agreement by you and otherwise not in violation of Aeonian’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 Aeonian to enable Aeonian to seek a protective order or otherwise prevent or restrict such disclosure.

### **Relationship with Aeonian**

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

Aeonian 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 Rideshare 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 Aeonian's Software Infrastructure. Aeonian 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 Aeonian's Software Infrastructure. You retain the option to accept or to decline or ignore a Rider's request for Rideshare Services via Aeonian's Software Infrastructure, or to cancel an accepted request for Rideshare Services via Aeonian's Software Infrastructure, subject to Aeonian's then-current cancellation policies. Aeonian does not, and shall not be deemed to, require you to accept any specific request for Rideshare 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, Aeonian shall have no right to require you to: (a) display Aeonian's names, logos or colors on your vehicle(s); or (b) wear a uniform or any other clothing displaying Aeonian's names, logos or colors. You acknowledge and agree that you have complete discretion to provide Rideshare Services or otherwise engage in any other business or employment activities, including but not limited to providing services similar to the Rideshare Services to other companies, and that Aeonian does not, and shall not be deemed to, restrict you from engaging in any such activity.

### **Third-Party Services**

In addition to connecting Riders with Drivers, Aeonian's Software Infrastructure may enable Users to provide services or receive services from other third parties. For example, Users may be able to use Aeonian's Software Infrastructure to plan and reserve rides on public transportation, take a ride in an autonomous vehicle provided by a third party, rent vehicles, bikes, scooters, or other similar personal transportation devices provided by a third party, receive roadside assistance, or obtain financial, vehicle repair, insurance, or other services provided by third parties (collectively, the "Third-Party Services"). This Agreement between you and Aeonian governs your use of Aeonian's Software Infrastructure in connection with the Third-Party Services.

In addition, you understand that the Third-Party Services may also be subject to terms and pricing of the third-party provider (collectively, the "Third-Party Terms") which will govern your relationship with such third-party provider, as applicable. You agree that Aeonian is not responsible and may not be held liable for the Third-Party Services or the actions or omissions of the third-party provider. Such Third-Party Services may not be investigated, monitored or checked for accuracy, appropriateness, or completeness by Aeonian, and Aeonian is not responsible for any Third-Party Services accessed through Aeonian's Software Infrastructure. This Agreement incorporates by reference [ADT Mobile Security Monitoring Terms](#), which are Third-Party Terms.

In the event of a conflict in the terms of any Third-Party Terms and this Agreement, the terms of this Agreement shall control with respect to Aeonian and your agreements with Aeonian herein, and the limitations of liability set forth in Section 15 above shall also apply to the third-party provider. The Dispute Resolution and Arbitration Agreement provisions in Section 17 above shall apply instead of any terms in any Third-Party Terms for all purposes except with respect to claims that are solely against the third-party provider.

## **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 Aeonian, in our sole discretion by providing notice to you. You may not assign this Agreement without Aeonian's prior written approval. Any purported assignment by you in violation of this Section 21 shall be void. Except as explicitly stated otherwise, any notices to Aeonian shall be given by certified mail, postage prepaid and return receipt requested to Aeonian, Inc., 548 Market Street, #68514 San Francisco, CA 94104. Any notices to you shall be provided to you through Aeonian's Software Infrastructure or given to you via the email address or physical address you provide to Aeonian 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, any such waiver shall be in writing. This Agreement sets forth the entire understanding and agreement between you and Aeonian 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 Aeonian's Software Infrastructure, Aeonian Services, or Rideshare Services, please contact us through our [Help Center](#).

## **Aeonian Privacy Policy**

*Last Updated: December 13, 2023*

At Aeonian 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 and enjoy the ride. 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 Aeonian does that and how to exercise the choices and rights you have in your information.

Aeonian'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 Aeonian users, including Riders and Drivers (including Driver applicants), and to all Aeonian platforms and services, including our applications, websites, technology, facilities, and other services (collectively, the "Aeonian Platform"). This policy applies only to personal information, not to aggregate information or information that does not identify you. Please remember that your use of Aeonian's Software Infrastructure is also subject to our [Terms of Service](#). Certain elements of Aeonian's Software Infrastructure may operate under separate or additional terms or practices different from or in addition to those described in this policy; in those cases, you will be provided separate notice and information relevant to your use of those parts of Aeonian's Software Infrastructure.

**For users in California, Canada, Colorado, Connecticut, Montana, Oregon, Texas, Utah, and Virginia:** Additional information regarding Aeonian's privacy practices under location-specific privacy laws is available [here](#).

### **The Information We Collect**

When you use Aeonian's Software Infrastructure, we collect the information you provide, usage information, and information about your device. We also collect information about you from other sources like service providers, 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 Aeonian, we collect the information you provide us, such as your name, email address, phone number, birth date, profile photo, and payment information. You may choose to share additional info with us for your Rider profile, like saved addresses (e.g., home or work), and set up other



preferences (such as your preferred pronouns). We may ask that you provide additional information related to the identity of your account, such as documents related to identification (e.g., driver's license), a profile picture, or "selfie" imagery. If you choose to engage in additional offerings on Aeonian's Software Infrastructure (e.g., services for your vehicle or linking to other accounts like travel rewards), you may provide us additional information relevant to those offerings.

**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 "selfie" imagery).

**Ratings and Feedback.** When you rate and provide feedback about Aeonian's Software Infrastructure (including about Riders or Drivers), we collect all of the information you provide in your feedback.

**Communications.** When you contact us or we contact you, including through surveys or research projects, 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 Aeonian's Software Infrastructure**

**Location Information.** Great rides start with an easy and accurate pickup. Aeonian's Software Infrastructure collects location information (including GPS and WiFi data, IP address, and Bluetooth data) differently depending on your Aeonian 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 Aeonian app, including while the app is running in the background from the time you request a ride until it ends. Aeonian 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. 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. If

you choose to install a Aeonian Platform device in or on your vehicle (e.g., a Aeonian dashboard device or tablet), that device may collect precise location information when turned on.

**Usage Information.** We collect information about your use of Aeonian’s Software Infrastructure, including ride information like the date, time, destination, distance, route, payment, and whether you used a promotional or referral code. Our e-bikes and scooters may collect mobile sensor data, such as speed, direction, height, acceleration, deceleration, and other technical data. We also collect information about your interactions with Aeonian’s Software Infrastructure 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 Aeonian’s Software Infrastructure, 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). If you have installed a Aeonian Platform device in your vehicle (e.g., a Aeonian dashboard device or tablet), that device may similarly collect sensor data and other information like location, as described when you choose and set up such devices.

**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 and Aeonian Platform chat communications, including the participants’ phone numbers, the date and time, and the contents of SMS and chat messages. For security purposes, we may also monitor or record the contents of phone calls made through Aeonian’s Software Infrastructure, 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 Aeonian access to your contact lists and direct Aeonian to access your contact list, for example to help you refer friends to Aeonian. If you choose to do this, we will access the names and contact information of the people in your address book.

**Calendar Information.** You may set your device permissions or otherwise grant Aeonian access to your chosen calendar and direct Aeonian to access calendar information, for example to help you get alerts to order a ride for your upcoming trip. If you choose to do

this, we will access and store information available in your calendar to use in providing you these optional features. Aeonian will adhere to the applicable calendar provider policies, including [Google's API Services User Data Policy](#), which impose certain limitations on the use of data collected from user's calendar accounts. You may remove Aeonian's access to your accounts at any time either in-app or through your account provider settings.

**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 Aeonian's Software Infrastructure and interact with advertisements, to make your Aeonian 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 Aeonian's Software Infrastructure.

**Inferences.** We may infer certain information from your interactions with Aeonian's Software Infrastructure and other personal information available to us. For example, if you frequently ride to or from airports, we may infer you are a frequent traveler. We may also draw inferences from the information you provide to us, such as inferring your gender based on your first name.

### **C. Information We Collect From Other Sources**

**Service Providers and Other Parties.** Service providers and other parties provide us with information needed for core aspects of Aeonian's Software Infrastructure, as well as for additional services, programs, loyalty benefits, and promotions that can enhance your Aeonian experience. These service providers and other parties include background check providers, insurance partners, financial service providers, marketing providers, and other businesses. We obtain the following information about you from these parties:

- Information to make Aeonian's Software Infrastructure safer, like background check information or identity verification information;
- 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/marketing programs or applications, services, or features you choose to connect or link to your Aeonian

account, such as information about your use of such programs, applications, services, or features; and

- Information about you provided by specific services, such as vehicle, demographic, and other information that helps us provide services or to personalize our marketing.

**Enterprise and Delivery Programs.** If you use Aeonian through your employer or other organization that participates in one of our Aeonian’s enterprise programs, we will collect information about you from those parties, such as your name and contact information. If an organization has utilized Aeonian to fulfill a delivery to you, we may receive information like your name and delivery address from the organization in order to fulfill the delivery.

**Concierge Service.** Sometimes another business or entity may order you a Aeonian 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 Aeonian’s Software Infrastructure. If someone refers you to Aeonian, 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 Aeonian’s Software Infrastructure;
- Maintain the security and safety of Aeonian’s Software Infrastructure and its users;
- Build and maintain the Aeonian community;
- Provide customer support;
- Improve Aeonian’s Software Infrastructure; and
- Respond to legal proceedings and obligations.

**Providing Aeonian’s Software Infrastructure.** 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;
- Provide various Aeonian Platform offerings to you, such as vehicles services and third party promotional advertisements that may be personalized to you;
- 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 use of Aeonian’s Software Infrastructure 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 Aeonian’s Software Infrastructure 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 and verify 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 Aeonian’s Software Infrastructure.

**Building and Maintaining the Aeonian Community.** Aeonian 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 targeted advertising to promote and grow Aeonian’s Software Infrastructure; and
- Help facilitate donations you choose to make through Aeonian’s Software Infrastructure.

**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 Aeonian’s Software Infrastructure; and
- Provide you support or respond to you.

**Improving Aeonian’s Software Infrastructure.** 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 Disclose Your Information**

We do not sell your personal information to third parties for money -- no one can buy the personal information we collect from and about you and we do not act as a data broker. However, we may need to share your personal information with third parties to deliver relevant personalized ads to you on and off Aeonian’s Software Infrastructure. Some of these disclosures may constitute “sharing” or the “sale” of personal information for “targeted advertising” purposes under certain local (e.g., U.S. state) privacy laws, which we describe in more detail [here](#). This section otherwise explains when, why, and with whom we disclose your information.

### **A. Sharing Between Aeonian Users**

#### **Riders and Drivers.**

*Rider information shared with Driver:* As part of surfacing the ride request and enabling the ride, we share with the Driver the Rider’s pickup and destination, 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) as well as any

additional stops the Rider inputs into the Aeonian 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 Aeonian 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 when enabling this. If you report a lost or found item to us, we will seek to connect you with the relevant Rider or Driver, which may include sharing actual contact information with your consent.

**Shared Ride Riders.** When Riders use a Aeonian 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 Aeonian's Profile account; a pass, code or coupon; a subsidized program (e.g., transit or government); a corporate credit card linked to another account; or another user or entity otherwise requests or pays for a ride (or portion of a ride) for you, we may share some or all of your ride details with that other party, including your identity (e.g., name, phone number), the date, time, charge, rating given, region of trip, and pick up and drop off location of your ride.

**Linked Accounts and Sharing Upon Your Request.** If you use Aeonian's Software Infrastructure as part of a Aeonian Family account linked with others or if you direct us to share your information with trusted contacts, we will then share with those parties information about your use of Aeonian's Software Infrastructure, such as the live location of your ride.

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

## **B. Disclosures to Service Providers to Provide Aeonian's Software Infrastructure, and Other Parties**

Depending on whether you're a Rider or a Driver, Aeonian may disclose the following categories of your personal information to provide you with a variety of Aeonian's Software Infrastructure'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 and other forms of advertising identifiers;
- Location data; and
- This and other information you may direct us to disclose to other parties, such as when you choose to link your Aeonian account with a separate travel rewards program or when you choose to engage with an offering from another company through Aeonian's Software Infrastructure, such as a vehicle service.

We disclose those categories of personal information to these other parties and service providers to fulfill the following purposes:

- Maintaining and servicing your Aeonian account;
- Processing or fulfilling rides or other offerings of Aeonian's Software Infrastructure;
- Providing you customer service;
- Processing transactions and payments;
- Processing Driver applications;
- Verifying the identity of users;
- Detecting and preventing fraud and unsafe activity;
- Processing insurance claims;



- Providing Driver loyalty and promotional programs;
- Providing marketing and advertising services to Aeonian, including to provide targeted and cross-contextual behavioral advertising personalized to you;
- Providing financing;
- Providing requested emergency services;
- Providing analytics services to and by Aeonian; and
- Undertaking research to develop and improve Aeonian's Software Infrastructure.

### **C. For Legal Reasons and to Protect Aeonian's Software Infrastructure**

We may disclose your personal information in response to a legal obligation, or if we have determined that disclosing 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, enforceable governmental request, or requirement as condition to operate (e.g., operating permit, license or agreement);
- 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 disclose 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 Aeonian's Software Infrastructure. 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. We also retain your information as necessary to comply with our legal obligations, resolve disputes and enforce our terms and policies. 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](#), Aeonian provides ways for you to access and delete your personal information as well as exercise applicable 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 Aeonian's Software Infrastructure.

**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 Aeonian (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 Aeonian's Software Infrastructure. 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 Aeonian's Software Infrastructure (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 Aeonian’s ability to provide you our full range of features and services. You may also control some elements of sharing your location with Aeonian in your Aeonian account settings.

**Cookie Tracking.** You can modify your cookie settings on your browser. You may also further control your cookie setting [here](#).

**Accessing Your Information.** If you would like to access your personal information, please visit our [privacy homepage](#). You can also see information we have about you by logging into your account and viewing things like your profile, settings, and preferences (like preferred pronouns and address shortcuts such as home and work), ride history, or payment information. In addition, you may have some information included in things we have sent to you, such as ride receipts.

**Deleting Your Account.** If you would like to delete your Aeonian 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. Location-Specific Rights**

Some states such as California, Colorado, Connecticut, Montana, Oregon, Texas, Utah, and Virginia provide specific rights to residents of the state regarding personal information. Similarly, specific rights may be provided in Canada. To see more information about these rights and how to exercise them, see [here](#).

## **Children’s Data**

Aeonian is not directed to children, and we don’t knowingly collect personal information from children under the age of 16. If we find out that a child under 16 has given us personal information, we will take steps to delete that information. If you believe that a child under the age of 16 has given us personal information, please contact us at our [Help Center](#).

## **Links to Third-Party Websites**

Aeonian’s Software Infrastructure may contain links or references to third-party websites, products, or services. Those third parties may have privacy policies that differ from ours. We are not responsible for those third parties and their websites, products or services, and

we recommend that you review their policies. Please contact those parties 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 Aeonian's Software Infrastructure 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 Aeonian's Software Infrastructure or by some other method of communication like email. When you use Aeonian, 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](#).