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Relationship

These terms of use govern your access and use of Ride Along, our website, applications, content, products, and services (the Service). These terms of service are applicable and binding on all users and Ride Along and its owners, investors, parents, subsidiaries, officers, directors, and affiliates including but not limited to CSKMarch4, LLC (collectively called Ride Along). PLEASE READ THESE TERMS OF SERVICE CAREFULLY BECAUSE THIS CREATES A LEGAL AGREEMENT BETWEEN YOU AND RIDE ALONG.

To use the Service you must agree to these terms of service. These terms of service are the entire agreement between you, the user, and Ride Along. No oral agreements or arrangements between you and any other party apply to your agreement with Ride Along. These terms of service may be updated or amended from time to time at the sole option of Ride Along, and Ride Along reserves the right to cease offering the Service or any portion thereof at any time.

Services

Ride Along provides a mobile application and related services that allow users to arrange and schedule transportation. At the time you use the Service, you must be enrolled as a student at an institution of higher education including but not limited to a community college, college, or university. Ride Along provides this Service to users solely for personal (non-commercial) use. Ride Along is not a provider of transportation and is not a transportation carrier. BY USING RIDE ALONG, YOU AGREE THAT YOUR USE OF THE SERVICE DOES NOT ESTABLISH RIDE ALONG AS A TRANSPORTATION PROVIDER OR A COMMON CARRIER.

In consideration for your agreement to these terms of service, Ride Along grants you a limited, non-exclusive, non-assignable license to access the Service on your personal device and to access and use any content made available through the Service solely for personal, non-commercial purposes. Ride Along may revoke this license at any time. You may not sublicense, assign, or transfer your license. You specifically agree not to share your login information with

any person or entity for the purpose of accessing or using the Service. You are solely responsible for activity occurring on your account.

The Service may be accessed in connection with third party services and content including but not limited to advertising and payment processing which Ride Along does not control. You agree that different terms of use and privacy policies apply to your use of such content and third party services. You agree that Ride Along is not responsible or liable for products and services provided by such third parties.

You agree that the Service is the property of Ride Along. You agree not to infringe on Ride Along's copyrighted, registered, or trademarked property. You agree not to remove copyright, trademark, or registration notices from Ride Along content for the purpose of publishing, using, or otherwise disclosing such content. You agree not to reproduce, sell, modify, display, transfer, stream, or otherwise distribute Ride Along content without first obtaining written permission from Ride Along. You agree not to engage in behavior that compromises Ride Along's copyright, trademark, or content such as hacking, data mining, gaining unauthorized access, or impairing any aspect of the Service and its networks and related systems.

Access and Use of Service

You agree to register for a user account in order to use the Service. You agree that you are at least 18 years of age and that you are currently enrolled as a student at an institution of higher education including but not limited to a community college, college, or university. You agree to submit accurate information to Ride Along in order to create an account, and you agree to update such information as necessary to maintain the accuracy of information provided by you to Ride Along. You agree that your failure to correct or update information will result in your inability to access and use the Service. Unless otherwise agreed by Ride Along, in writing, you may only have one Ride Along account.

By accessing and using the Service, you agree not to authorize third parties to use your account. You also agree not to allow persons who are not currently enrolled as a student in an institution of higher education to use the Service. You agree to comply with all applicable laws, statutes, rules, regulations, and ordinances when using the Service.

If you are a driver, you additionally agree: (1) that you hold a valid, unexpired drivers license issued by a state of the United States of America; (2) that you have not been convicted of a crime involving interpersonal violence no matter how minor, moral turpitude, sex, driving while intoxicated or impaired, reckless driving, or other criminal conduct that would endanger a rider; (3) that you have current, valid automobile liability insurance coverage that protects passengers you connect with through the Service; and (4) that you will drive safely and defensively while using the Service.

If you are a rider, you additionally agree: (1) that you will verify the driver's face matches their photo and confirm that the driver is insured before entering their vehicle; (2) that you will not carry illicit or illegal substances in the vehicle; (3) that you will comply with traffic laws

including open container laws while a passenger; and (4) that you will refrain from conduct that may distract the driver or result in damage to the vehicle while using the Service.

You agree that Ride Along may contact you by telephone, email, or text message in connection with your use of the Service in accordance with Ride Along's privacy policy which includes an opt out provision.

Ride Along may, in its sole discretion, permit you to submit or upload content and information including commentary and feedback related to the Service (User Content). You are solely responsible for User Content submitted by you, and any User Content submitted by you remains your property. By submitting User Content you grant Ride Along a license that is royalty free, perpetual, irrevocable, and worldwide that gives Ride Along the right to use, copy, modify, distribute, publish, and display in any manner connected with the Service and Ride Along's business. This license is granted without the necessity of further notice to or consent by you and without payment to you or any third party. Additionally, you agree that you are the owner of all User Content submitted by you and that such User Content does not infringe on any third party's intellectual property. You agree not to submit User Content that is defamatory, obscene, violent, inflammatory, illegal, or otherwise offensive. You agree that Ride Along has the sole discretion to determine whether User Content is defamatory, obscene, violent, inflammatory, illegal, or otherwise offensive. Ride Along may remove User Content at any time for any reason.

You agree that you are responsible for data connectivity necessary to use the Service and that you will pay all fees that are assessed by your mobile network while you use or access the Service. You are solely responsible for obtaining compatible personal devices and hardware necessary to access the Service, and you are solely responsible for installing updates of such operating systems, software, and hardware. Ride Along does not guarantee the Service will work on any particular device. You acknowledge that internet use is subject to delays, fluctuations in connectivity, and malfunctions and that Ride Along is not responsible for the quality of your connection or your use of the internet and mobile data services.

Payment

Ride Along does not provide transportation for hire. Ride Along drivers are not paid a fee for driving. However, Ride Along passengers may reimburse drivers for their proportionate share of fuel and toll fees. Ride Along will facilitate sharing of fuel and toll expenses by giving users access to Venmo, a digital payment provider. You agree that Ride Along is not responsible or liable for Venmo's services. You agree that you will address any issues regarding payment or Venmo directly with Venmo. Ride Along does not handle money passing between drivers and riders.

If you cause damage to a vehicle, you agree to be responsible for the cost of repair or necessary cleaning in excess of normal wear and tear.

If you cancel a confirmed ride (a ride that you have been matched with another user that is scheduled to take place at a time in the future) within 24 hours of its scheduled time, you authorize Ride Along to charge you a \$10 cancellation fee. If you cancel a pending ride (a ride

that you have not yet confirmed to take place in the future,) you will not be charged for cancelation.

Disclaimer

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE.” RIDE ALONG PROVIDES NO WARRANTY WHATSOEVER EITHER IMPLIED OR EXPRESS. RIDE ALONG DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES – EXPRESS, IMPLIED, OR STATUTORY – INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RIDE ALONG MAKES NO WARRANTY OR REPRESENTATION OR GUARANTEE REGARDING ANY DRIVER OR RIDER, RELIABILITY, QUALITY, SUITABILITY, TIMELINESS, AVAILABILITY, OR SAFETY OF THE SERVICE. BY USING THE SERVICE, YOU AGREE THAT YOU SOLELY BEAR THE ENTIRE RISK OF USING THE SERVICE TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Limitation of Liability

YOU AGREE THAT RIDE ALONG IS NOT LIABLE FOR DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO DAMAGES IN CONTRACT OR IN TORT, DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, LOST PROFIT, LOST DATA, PERSONAL INJURY, IMPAIRMENT, DISABILITY, PROPERTY DAMAGE, OR FUTURE DAMAGES RELATED TO OR RESULTING FROM YOUR USE OF THE SERVICE INCLUDING DAMAGES RELATED TO THE NEGLIGENCE OF A RIDER, A DRIVER, OR RIDE ALONG WHETHER ACTIVE, AFFIRMATIVE, SOLE, CONCURRENT, VICARIOUS, OR DERIVATIVE, EVEN IF RIDE ALONG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU UNDERSTAND AND AGREE THAT RIDE ALONG DOES NOT VERIFY DRIVERS LICENSES OR INSURANCE OF PERSONS WHO REGISTER AS RIDERS. RIDE ALONG BEARS NO RESPONSIBILITY WHATSOEVER FOR AGREEMENTS MADE BETWEEN RIDERS AND DRIVERS AND CLAIMS, INJURIES, OR DAMAGES RESULTING THEREFROM, SUCH AS IF A DRIVER ALLOWS A RIDER TO DRIVE A VEHICLE.

YOU AGREE THAT RIDE ALONG IS NOT LIABLE FOR ANY DAMAGES, LIABILITY OF ANY KIND, OR LOSSES ARISING OUT OF (1) YOUR USE OF THE SERVICE; (2) YOUR RELIANCE ON THE SERVICE; (3) INABILITY TO ACCESS OR USE THE SERVICE; (4) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY; (5) DRIVER CONDUCT; OR (6) RIDER CONDUCT. THE LIMITATIONS IN THIS SECTION ARE TO THE MAXIMUM EXTENT PROVIDED BY APPLICABLE LAW AND HAVE NO EFFECT ON THE CHOICE OF LAW/VENUE PROVISIONS BELOW.

Indemnity

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS RIDE ALONG AND ITS AFFILIATES, EMPLOYEES, OWNERS, INVESTORS, DIRECTORS, AGENTS,

ATTORNEYS, AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LAWSUITS, ARBITRATION AWARDS, LIABILITIES, COSTS, AND EXPENSES INCLUDING ATTORNEYS' FEES ARISING OUT OF YOUR USE OF THE SERVICE.

Dispute Resolution

You and Ride Along agree that any dispute relating to or arising out of these terms of service or your access to or use of the Service shall be submitted to mediation before a mediator in Travis County, Texas. If and only if mediation is not successful in resolving such dispute or controversy, the parties will submit such dispute to binding arbitration in Travis County, Texas. You understand that you are agreeing that such disputes will not be settled in a court of law and that you are waiving your right to a trial by jury except that you and Ride Along agree that after mediation, small claims (monetary claims under \$10,000.00) may be brought in an applicable justice court in Travis County, Texas. You also agree that either party may seek injunctive relief to protect its intellectual property rights.

BY USING THE SERVICE, YOU AGREE THAT SUBJECT TO THE LIMITED EXCEPTIONS LISTED ABOVE, YOU WILL RESOLVE ANY CLAIM YOU HAVE AGAINST RIDE ALONG IN MEDIATION, AND IF MEDIATION IS NOT SUCCESSFUL, IN BINDING ARBITRATION. THIS WILL PRECLUDE YOU FROM BRINGING A CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION AGAINST RIDE ALONG, AND IT PREVENTS YOU FROM RECOVERING RELIEF IN AN ACTION BROUGHT AGAINST RIDE ALONG BY SOMEONE ELSE.

Arbitration of a dispute, if any, shall be conducted under the American Arbitration Association's Consumer Arbitration Rules and Supplementary Procedures for Consumer Related Disputes. The parties agree to a single arbitrator that shall have exclusive authority to resolve any disputes including any claims relating to interpretation, applicability, and enforceability of this arbitration agreement. The parties intend that this applies to claims that this Arbitration Agreement is void or voidable or unenforceable. Any arbitration shall be governed by the Texas Arbitration Act. The substantially prevailing party to any such arbitration shall be entitled to recover reasonable attorneys' fees and expenses of arbitration.

Choice of Law

These terms of service shall be governed by the law of the State of Texas. The parties agree that the venue for any proceeding whether mediation or arbitration or a lawsuit to enforce mediation or arbitration shall be in Travis County, Texas.

Assignment

You may not assign your rights or obligations under these terms of service. Ride Along may assign its obligations under these terms of service without your consent. Any attempted assignment in violation of this section shall be void.

Miscellaneous

If any provision of these terms of service, including the Arbitration Agreement, is found to be illegal or unenforceable, such provision shall be stricken from these terms of service, and the remaining provisions shall be enforced.

You agree and affirm that all information you provide to Ride Along is truthful and accurate. You agree that Ride Along is not responsible for false, inaccurate, or outdated information provided by users or third parties. You are solely responsible for verifying information provided by riders if you are a driver and by drivers if you are a rider BEFORE beginning a trip.