

FleetFare™ Terms of Service

Last Revised: 18 January 2017

1 Acknowledgment

This Agreement is a legally binding agreement (the “Agreement,” “Terms of Service,” or “TOS”) between you (“You,” “Your,” or “Yourself”) and FleetFare, LLC of 5421 Rose Marie Ave., N., Boynton Beach, FL 33472-1009 (“FleetFare™,” “Company,” “We,” “Us,” or “Our”). The FleetFare™ Platform consists of the Application and Services provided by FleetFare™. The FleetFare™ enables a potential customer of a vehicle for hire (“Rider”) to hail a professional vehicle operator (“Operator”) and enables such Operator to locate such Rider, using GPS and other mobile device based technologies.

By signing up with, using or receiving any services supplied to You by FleetFare™ (collectively, the “Service”), and downloading, installing or using any associated application supplied by the FleetFare™ which purpose is to enable You to use the Service (collectively, the “Application”), You expressly acknowledge and agree to be bound by the terms and conditions of the Agreement, and any future amendments and additions to this Agreement as published periodically at [<http://www.FleetFare.com/termservice>] or through the Service.

2 Representations, Warranties and Agreements

2.1 Participant Representations, Warranties, and Agreements

By using the FleetFare™ Platform, Application or the Service, You represent, warrant, and agree that:

- You will be the sole authorized user of the account.
- You are at least 18 years old and have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of the Agreement.
- You will only use the Service or Application for lawful purposes. You will not use the Services for sending or storing any unlawful material or for fraudulent purposes.
- You will not use the Service or Application to cause nuisance, annoyance or inconvenience.
- You will not impair the proper operation of the network.
- You will not try to harm the Service or Application in any way whatsoever.
- You will not copy, or distribute the Application or other content without written permission from FleetFare™.
- You will keep secure and confidential Your account password or any identification we provide You which allows access to the Service. You are solely and fully responsible for all activities that occur under Your password or account. FleetFare™ has no control over the use of any User’s account and expressly disclaims any liability derived therefrom.
- You may not assign or otherwise transfer user account to any other person or entity.
- You will comply with all applicable laws from Your home nation, and the country, state and city in which You are present while using the Application or Service.
- You will provide us with whatever proof of identity we may reasonably request.
- You will only use an access point or data account (AP) which You are authorized to use. You are responsible for obtaining the data network access necessary to use the Service. Your

mobile network's data and messaging rates and fees may apply if You access or use the FleetFare™ Platform from a wireless-enabled device.

- You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. FleetFare™ does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.
- You are aware that when requesting transportation services by SMS, standard messaging charges will apply.

2.2 Additional Operator Representations, Warranties, and Agreements

By using the FleetFare™ Platform, Application or Service, in addition to the preceding representations and warranties, any Operator, third party transport, or logistics provider further represents, warrants and agrees that:

- Such Operator has all the appropriate licenses, approvals and authority to provide taxi or applicable professional transport services to passengers.
- Such Operator has the legal right to operate the vehicle they use as a commercially licensed operator when using the FleetFare™ and that such vehicle meets all relevant commercial safety standards.
- Such Operator has a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements for the country in question) for the operation of such Operator's vehicle to cover any anticipated losses related to such Operator's provision of rides to Riders.
- Such Operator will be solely responsible for any and all liability which results from or is alleged as a result of the operation of the vehicle such Operator uses to transport Riders, including, but not limited to personal injuries, death, and property damages.
- Such Operator will obey all local, state and federal laws related to the matters set forth herein, and will be solely responsible for any violations of such local, state and federal laws.

3 License Grants and Restrictions

3.1 Licenses granted by Company to Company Content

Subject to Your compliance with the terms and conditions of this Agreement, FleetFare™ grants You a limited, non-exclusive, non-transferable license: (i) to view, download and print any company content solely for Your personal and non-commercial purposes from a single device that You own or control; and (ii) to view any User Content to which You are permitted access solely for Your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, reverse engineer, decompile, attempt to derive the source code of, disassemble, prepare derivative works based upon, distribute, license, sell, lend, rent, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Service, Application or company content, except as expressly permitted in this Agreement. No licenses or rights are granted to You by implication or otherwise under any intellectual property rights owned or controlled by FleetFare™ or its licensors, except for the licenses and rights expressly granted in this Agreement.

3.2 Application License

You agree that the FleetFare™ may collect and use technical data and related information, including but not limited to technical information about Your device, system and application software, and peripherals,

that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Application. This information will not personally identify You, and will be used to improve FleetFare™ products or to provide services or technologies to You.

In addition, the Service, third party Services and third party materials that may be accessed from, displayed on or linked to from Your device may not be available in all languages or in all countries. FleetFare™ makes no representation that such Services and materials are appropriate or available for use in any particular location. To the extent You choose to access such Services or materials, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. FleetFare™, and its licensors, reserve the right to change, suspend, remove, or disable access to any Service at any time without notice. In no event will FleetFare™ be liable for the removal of or disabling of access to any such Service. FleetFare™ may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

3.3 License granted by User

We may, in our sole discretion, permit Users to post, upload, publish, submit or transmit User Content. By making available any User Content on or through the Service or Application, You hereby grant to Company a worldwide, irrevocable, perpetual, non-exclusive, transferable and royalty-free license with the right to sublicense, use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such User Content only on, through or by means of the Service or Application. FleetFare™ does not claim any ownership rights in any User Content and nothing in this Agreement will be deemed to restrict any rights that You may have to use and exploit any User Content.

FleetFare™ will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. FleetFare™ may involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement.

4 Payments

4.1 General Payment Information

You understand that use of the Services may result in payments by You for the Services You receive from a third party provider ("Charges"). After You have received Services obtained through Your use of the Service, FleetFare™ will facilitate payment of the applicable Charges on behalf of the third party provider, as such third party provider's limited payment collection agent, using the preferred payment method designated in Your Account, and will send You a receipt by email. Payment of the Charges in such manner shall be considered the same as payment made directly by You to the third party provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by You are final and non-refundable, unless otherwise determined by FleetFare™. FleetFare™ will respond accordingly to any request from a third party provider to modify the Charges for a particular service.

All Charges are due immediately and payment will be facilitated by FleetFare™ using the preferred payment method designated in Your Account. If Your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, You agree that FleetFare™ may, as the third party provider's limited payment collection agent, use a secondary payment method in Your Account, if available. We may verify and authorize Your card details when You first create an account as well as when You use the Services.

FleetFare™ reserves the right to establish, remove and/or revise Charges for any or all aspects of the Services at any time. FleetFare™ will use reasonable efforts to inform You of Charges that may apply,

provided that You will be responsible for Charges incurred under Your Account regardless of Your awareness of such Charges or the amounts thereof. FleetFare™ may periodically provide certain users with promotional offers and discounts that may result in different Charges for the same or similar Services, and You agree that such promotional offers and discounts, unless also made available to You, shall have no bearing on Your use of the Services or the Charges applied to You.

This payment structure is intended to fully compensate the third party provider for the services provided. Any representation by FleetFare™ (on FleetFare™'s website, in the Application, or in FleetFare™'s marketing materials) to the effect that tipping is “voluntary,” “not required,” and/or “included” in the payments you make for services provided is not intended to suggest that FleetFare™ provides any additional amounts, beyond those described above, to the third party provider. You understand and agree that, while You are free to provide additional payment as a gratuity to any third party provider who provides You with services obtained through the Service, You are under no obligation to do so. Gratuities are voluntary.

4.2 Administrative and Cancellation Fees

We may charge You an additional administrative fee in connection with any ride You arrange through the Services. Our fees are exclusive of any applicable sales or use taxes or other federal, state or local taxes. We may charge You a cancellation fee if a Third Party Provider or Operator accepts Your request and You either cancel the ride more than a specified period of time after Your request has been accepted or if You fail to meet Your Operator at the designated pickup location. These fees are described in our Frequently Asked Questions for Riders.

4.3 Repair and Cleaning Fees

You shall be responsible for the cost of repair for damage to, or necessary cleaning of, third party provider vehicles and property resulting from your use of the Services in excess of normal “wear and tear” damages and necessary cleaning (“Repair or Cleaning”). In the event that a third party provider reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by FleetFare™ in FleetFare™'s reasonable discretion, FleetFare™ reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the third party provider using Your preferred payment method designated in Your Account. Such amounts will be transferred by FleetFare™ to the applicable third party provider and are non-refundable.

5 Termination; Modifications

5.1 Termination

This Agreement is effective upon use of the FleetFare™ Platform or the Services for new Users and upon the posting dates of any subsequent amendments to this Agreement for all current Users. Either You or We may terminate Your participation in the FleetFare™ Platform by removing Your Information at any time, for any or no reason effective upon sending written notice to the other party. Upon such termination, We will remove all of Your information from Our servers, though We may retain an archived copy of records We have about You as required by law or for legitimate business purposes. We maintain sole discretion to bar Your use of the Services in the future, for any or no reason. Even after Your participation in the FleetFare™ Platform is terminated, this Agreement will remain in effect.

The license is effective until terminated by You or FleetFare™. Your rights under this license will terminate automatically without notice from FleetFare™ if You fail to comply with any term(s) of this license. Upon termination of the license, You shall cease all use of the Application, and destroy all copies, full or partial, of the Application.

5.2 Modifications

The Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service or Application at any time, effective upon posting of an updated version of this Agreement on the Service or Application. All amended and supplemented terms shall prevail over these terms in the event of a conflict with respect to the applicable service. You are responsible for regularly reviewing this Agreement. Continued use of the Service or Application after any such changes shall constitute Your consent to such changes.

6 Disclaimers; Limitation on Liability; Indemnification

6.1 Disclaimers

The Services are intended only for vehicle hailing services. The Services do not constitute vehicle dispatching services, vehicle booking services, vehicle metering services, or emergency locator system. The Service may be used in any way that may lead to death, personal injury, property or environmental damage.

The Service and Application is provided to You strictly on an "as is" and "as available" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by FleetFare™. You acknowledge and agree that the entire risk arising out of Your use of the Application and Service, and any third party services or products remains solely with You, to the maximum extent permitted by law.

To provide You the Services, the software tracks the GPS location of the handheld mobile device on which the Software is installed. We will disclose this GPS information and possibly other location information to other users of the Services, and may disclose Your telephone number, as described in our Privacy Policy. By using the Service, You consent to our collection, disclosure, and use of such GPS information, physical location and telephone number as described in our Privacy Policy. Please review our Privacy Policy at [<http://FleetFare.com/privacy>]. The terms of the Privacy Policy are incorporated into, and considered a part of, this Agreement.

Opinions, advice, statements, offers, or other information or content made available through the Services, 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. We do not guarantee the accuracy, completeness, or usefulness of any information on the Services.

The FleetFare™ Platform contains (or You may be sent through the FleetFare™ or the Service) links to other web sites ("Party Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties. Such Third Party Sites and third party applications, software or content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by Us, and We are not responsible for any Third Party Sites accessed through the FleetFare™ or any third party applications, software or content posted on, available through or installed from the FleetFare™.

You are solely responsible for Your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between You and other Users. Please carefully select the type of information that You post on the FleetFare™ Platform or through the Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Participants or Users (including unauthorized users, or "hackers"). FleetFare™ only offers a venue that enables Operators and Riders to match with each other.

NONE OF THESE DISCLAIMERS ALTER YOUR RIGHTS AS A CONSUMER TO THE EXTENT NOT PERMITTED UNDER APPLICABLE LAW.

6.2 Limitation of Liability

In no event will We, Our subsidiaries, licensors, officers, directors, employees or our suppliers, be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including but not limited to personal injury, loss of data, revenue, profits, use or other economic advantage, damages for deletion, corruption, loss of data, loss of programs, failure to store any information or other content maintained or transmitted by our services, service interruptions, or for the cost of procurement of substitute services) arising out of or in connection with FleetFare™, Our services or this Agreement even if We or Our agents or representatives know or have been advised of the possibility of such damages.

FleetFare™ has no responsibility whatsoever for the actions or conduct of the Users and third-party providers. FleetFare™ has no obligation to intervene in or to be involved in any way in disputes that may arise between Operators, Users and third-party providers. Responsibility for the decisions You make when interacting with Users, Operators and third-party providers rests solely on You. FleetFare™ requests that the Users take reasonable precautions, and exercise caution and good judgment when using the Services. Users and Operators use the Services at their own risk.

You expressly waive and release FleetFare™ from any and all any liability, claims or damages arising from or in any way related to the third party transportation provider. We cannot and will not play any role in managing payments between You and the third party providers.

THERE LIMITATIONS DO NOT PURPORT TO LIMIT LIABILITY THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAWS.

6.3 Indemnification

By entering into this Agreement and using the Application or Service, You agree that You shall defend, indemnify and hold FleetFare™, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, Users, employees, contractors, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with:

- Your violation or breach of this Agreement or the documents it incorporates by reference;
- Your violation of any applicable law or regulation whether or not referenced herein;
- Your violation of the rights of any third party, including, without limitation, Operators, Riders, other motorists, and pedestrians, as a result of Your own interaction with such third party;
- any allegation that any materials that You submit to Us or transmit to the Services or to Us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party;
- Your ownership, use or operation of a motor vehicle or passenger vehicle, including Your provision of rides to Riders; and/or
- any other activities in connection with the Agreement, Application, Services or FleetFare Platform.

7 Dispute Resolution

You and Company agree that any dispute, claim or controversy arising out of or relating to this Agreement (including but not limited to the interpretation, breach, enforceability, termination, revocability, or validity of the Agreement, or the arbitrability of any dispute) or the use of the FleetFare Platform, Service or Application (collectively, “Disputes”) will be settled by binding arbitration, except

that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. YOU ACKNOWLEDGE AND AGREE THAT YOU AND FLEETFARE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. You and We agree that any claim, action or proceeding arising out of or related to the Agreement must be brought in Your individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, collective, or class proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of this Agreement.

7.1 Arbitration Rules and Governing Law

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The United States Federal Arbitration Act will govern the interpretation and enforcement of this Section. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Florida, in the United States, without regard to its conflict of laws rules. The parties exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods if otherwise applicable. The language of the arbitration shall be English.

7.2 Arbitration Process

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules (The AAA provides a form Demand for Arbitration at www.adr.org/aaa/ShowPDF?doc=ADRSTG_004175). The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Florida and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

7.3 Arbitration Location and Procedure

Unless You and FleetFare™ otherwise agree, the arbitration will be conducted in Palm Beach County, Florida. If Your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents You and FleetFare™ submit to the arbitrator, unless the arbitrator determines that a hearing is necessary. If Your claim exceeds \$10,000, Your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

7.4 Arbitrator's Decision

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator

may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If You prevail in arbitration You will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. FleetFare™ will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

7.5 Arbitration Fees

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if Your claim for damages does not exceed \$75,000, FleetFare™ will pay all such fees unless the arbitrator finds that either the substance of Your claim or the relief sought in Your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

7.6 Changes in "Dispute Resolution" section

Notwithstanding the provisions of the modification-related provisions above, if FleetFare™ changes this "Dispute Resolution" section after the date You first accepted this Agreement (or accepted any subsequent changes to this Agreement), You may reject any such change by sending us written notice (including by email to support@FleetFare.com) within 30 days of the date such change became effective, as indicated in the "Last Updated Date" above or in the date of Company's email to You notifying You of such change. By rejecting any change, You are agreeing that You will arbitrate any Dispute between You and FleetFare™ in accordance with the provisions of this "Dispute Resolution" section as of the date You first accepted this Agreement (or accepted any subsequent changes to this Agreement).

8 Miscellaneous Provisions

8.1 Intellectual Property

All intellectual property rights on the FleetFare™ Platform and in the Services shall be owned by Us absolutely and in their entirety. These rights include and are not limited to database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the FleetFare™ Platform are the property of their respective owners. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Application or the Service, or any intellectual property rights owned by the Company. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the FleetFare™ Platform or the Services ("Submissions"), provided by You to Us are non-confidential and shall become the sole property of FleetFare™. FleetFare™ 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.

8.2 Notice and Communications

E-mail communications and text messages sent from Us or through Us are designed to make Your FleetFare™ experience more efficient. By using FleetFare™, You specifically agree to accept and consent to receiving e-mail communications and text messages initiated from Us or through Us, which include, without limitation: message notification e-mails, e-mails or text messages informing You about potential available Operators or Riders and e-mails informing You of Our promotions and emails informing You of Our new and existing features. Standard text messaging charges applied by Your cell

phone carrier will apply to text messages We send. If You change Your mobile phone service provider, the notification service may be deactivated for Your phone number and You may need to re-enroll in the notification service. FleetFare™ reserves the right to cancel the notification service at any time. If You do not wish to receive any of our e-mail communications or text messages, please do not use the Services.

FleetFare™ may give notice by means of a general notice on the Service, electronic mail to your email address on record in the FleetFare™'s account information, or by written communication sent by first class mail or pre-paid post to your address on record in the FleetFare™'s account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to FleetFare™ (such notice shall be deemed given when received by FleetFare™) at any time by any of the following: letter sent by confirmed facsimile to FleetFare™ at the following fax numbers (whichever is appropriate): (561)734-5037; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to FleetFare™ at the following addresses (whichever is appropriate): FleetFare, LLC 5421 Rose Marie Ave., N. Boynton Beach, FL 33472-1009 addressed to the attention of: Chief Executive Officer.