



# Terms of Service

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2/22/2020

## Introduction

The world is changing, and shared services are at the heart of that change. Rideshare is our focus, and JOI was created to merge this evolution in transportation with people who are rewarded for sharing a new, exciting idea. As more and more of the public are exposed to the economics, safety, and time considerations of rideshare, we know many will join our community and see the same inspiration.

JOI RIDES is a fast-growing opportunity built around transportation. We gather Passengers and Drivers in our business. In this Terms of Service, we tell you what information we receive from JOI RIDES Passengers and Drivers, and how we use it to connect Passengers with Drivers to continue to improve our services. Below, we explain how you can share with other Passengers and Drivers in the JOI RIDES community as part of our mission to bring people together.

## Scope of this Terms of Service

These Terms of Service constitute a legally binding agreement (the "Agreement") between you and JOI SERVICES, LLC. ("JOI SERVICES," "JOI RIDES," "JOI," "we," "us" or "our") governing your use of the JOI RIDES application, website, and technology platform (collectively, the "JOI RIDES Platform").

## Relationship with JOI RIDES

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

JOI RIDES does not, in any way, direct or control your actions or provision of services and/or your acts or omissions as they relate to your performance under this Agreement. You retain all rights as to your determination of when, where, and for how long you choose to drive within the JOI RIDES Platform. You are responsible for the operation and maintenance of your vehicle. You retain the option to accept or to ignore/decline a Passenger's request for Services via the JOI RIDES Platform, or to cancel an accepted request for Services via the JOI RIDES Platform, subject to JOI RIDES' then-current cancellation policies. With the exception of any signage required by law or permit/license rules or requirements, JOI RIDES shall have no right to require you to (a) display JOI RIDES' names, logos or colors on your vehicle(s); or (b) wear a uniform or any other clothing presenting or identifying JOI RIDES. You acknowledge your position as an independent contractor and your ability to choose employment or other work engagements with third parties.

NOTICE: THIS AGREEMENT CONTROLS THE TERMS AND CONDITIONS DESCRIBING HOW DISPUTES WILL BE RESOLVED BETWEEN YOU AND JOI RIDES, AND NAMELY THAT, SUBJECT TO CERTAIN LIMITED EXCEPTIONS, THESE DISPUTES WILL BE HANDLED BY BINDING ARBITRATION. FURTHER, YOU AGREE THAT YOU WILL NOT BRING ANY CLAIMS AGAINST, AND YOU WILL NOT PARTICIPATE IN OTHER'S CLAIMS AGAINST, JOI RIDES, IN ANY CLASS, GROUP, OR REPRESENTATIVE ACTION OR PROCEEDING. IF YOU ARE A DRIVER OR A DRIVER APPLICANT, YOU DO HAVE THE OPPORTUNITY TO OPT-OUT OF ARBITRATION WITH RESPECT TO SPECIFIC CLAIMS AS PROVIDED IN THE DISPUTE RESOLUTION AND ARBITRATION AGREEMENT BELOW.

By entering into this Agreement, and by using or accessing the JOI RIDES Platform, you acknowledge your acceptance of this Agreement as well as all Terms and Conditions.

## *The JOI RIDES Platform*

The JOI RIDES Platform provides a marketplace where persons who seek transportation to certain destinations (“Passengers”) can be matched with persons driving to or through those destinations (“Drivers”). Drivers and Passengers are collectively referred to herein as “Users,” and each User shall create a User account that enables access to the JOI RIDES Platform. Each person may only create one User account, and JOI RIDES reserves the right to shut down any additional accounts. Each User authorizes JOI RIDES to match and connect the Passenger to the Driver, and vice versa, based on a variety of factors, including, without limitation, your location, the time of your desired pick up, the destination of the ride, User preferences, and the overall JOI RIDES Platform efficiency. The JOI RIDES Platform will also allow each User to cancel an existing match and rematch based on the same factors. As used in this Agreement, the driving services provided by Drivers to Passengers that are matched through the JOI RIDES Platform shall be referred to collectively as the “Services.” Each User, in the User’s sole discretion, will determine whether or not to accept an offer for Services. The JOI RIDES Platform will treat each transportation Service provided by a Driver to a Passenger as a separate agreement between such persons.

## *Amendments to the Agreement*

JOI RIDES retains the right to revise this Agreement from time to time, and such revisions will become effective upon release, notification and publication. If JOI RIDES amends or modifies the terms and conditions of this Agreement, such amendments or modifications shall be binding on you only upon your acceptance of the revised Agreement. Continued use of the JOI RIDES Platform shall validate your review and consent to any changes. Unless substantial, 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.

## *Eligibility*

The JOI RIDES Platform may only be used by individuals who can form legally binding contracts under applicable law. The JOI RIDES Platform is not available to children (persons under the age of 18) or Users who have had their User account temporarily or permanently deactivated. By becoming a User, you represent and warrant that you are at least 18 years old and that you have the right, authority and capacity to enter into and abide by the terms and conditions of this Agreement. You may not allow other persons to use your User account, and you agree that you are the sole authorized User of your account.

## *Charges*

As a Passenger, you understand that a request for or use of the Services may result in charges to you (“Charges”). Charges include Fares and other applicable fees, tolls, surcharges, and taxes as set forth in your market, plus any tips to the Driver that you voluntarily elect to pay. JOI RIDES maintains the right to post the applicable pricing and quote specific pricing for any ride at the time a ride request is presented. Pricing includes a number of variables and is based on your specific request. Once accepted, you are responsible for all charges incurred within your account regardless of the total amount.

## *Ride Fares*

There are two types of ride fares: variable and quoted. JOI RIDES reserves the right to provide any ride with either fare option:

- Variable Fares. Variable fares consist of a Platform Fee, Base Fare and variable charges based on the time and distance of your ride. For generally short rides, minimum fares may apply. Please note that JOI RIDES refers GPS data from your Driver’s phone to calculate the time and distance

traveled on your ride. JOI RIDES cannot guarantee the availability or accuracy of GPS data. If we lose data, we will use other reasonable means to calculate time and distance using data from your ride.

- Quoted Fares. Quoted fares are calculated at the time of your ride request. Until the ride request is confirmed, the quoted fare is subject to change. If, during your ride, you change your destination, make multiple unscheduled stops, or actually or attempt to abuse or mis-use the JOI RIDES Platform, we may cancel the fare quote and charge you a Variable Fare based on the time and distance of your ride. JOI RIDES does not guarantee that the quoted fare price will be equal to a variable fare for the same ride.

## *Fees and Other Charges*

- Base Fare. You will be charged a “Base Fare” for each ride as set forth in the app used to originate the ride.
- Platform Fee. Each ride is supported by the enhanced technology platform developed by JOI RIDES. A fee may be associated with such use.
- Peak. At times of highest demand for services, you acknowledge that charges may increase. For rides with a variable fare, reasonable efforts will be applied to inform you of any multipliers in effect at the time of your request. For quoted fares, we may factor in the multiplier into the quoted price of the ride.
- Cancellation Fee. After accepting a ride quote, you may cancel it through the app, but note that a cancellation fee may apply in certain cases. You may also be charged if you fail to show up after requesting a ride.
- Damage Fee. If a Driver reports that you have materially damaged the Driver’s vehicle, you agree to pay a charge of up to \$1,000 depending on the extent of the damage (as determined by JOI RIDES in its sole discretion), towards vehicle repair or cleaning. JOI RIDES reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing any fee.
- Tolls. In some instances, tolls may apply to your ride. We do not guarantee that the amount charged by JOI RIDES will match the toll charged to the Driver, if any.
- Other Charges. Additional fees and surcharges may apply to your ride, including state or local fees, event fees and/or airport fees. In addition to any fee, where required by law, JOI RIDES will collect all applicable taxes.

## *Tips*

Following a ride, you may elect to tip your Driver through the JOI RIDES application. No cash tips are allowed. Any and all tips will be 100% forwarded to the applicable Driver.

## *General*

- Processing Charges. All Charges are facilitated through a third-party payment processing service. JOI RIDES may replace its third-party payment processing services without notice to you. Charges shall only be made through the JOI RIDES Platform. Cash payments are strictly prohibited. Your payment of Charges to JOI RIDES satisfies your payment obligation for your use of the JOI RIDES Platform and Services.
- No Refunds. All Charges are non-refundable. This policy shall apply to all rides regardless of your decision to terminate usage of the JOI RIDES Platform, any future disruption to the JOI RIDES Platform or any other reason whatsoever.
- Coupons. You may receive coupons that you apply toward payment of certain Charges upon completion of a ride using the JOI RIDES Platform. Coupons are only valid for use on the JOI RIDES Platform and are not transferable or redeemable for cash except as required by law. If the value of your Coupon is less than the cost of your ride, we will charge your payment method on file

for the outstanding cost of the ride. All applicable charges, including the Service Fee, Tolls, or Other Charges will be calculated before application of the coupon. Additional restrictions on coupons may apply as presented in the relevant promotion.

- Credit Card Authorization. Upon the addition of a new payment method or each ride request, JOI RIDES may seek the authorization of your selected payment method to verify the payment method, ensure the ride cost will be covered, and protect against unauthorized behavior. The authorization is not a charge; however, it may reduce your available credit by the authorization amount until your bank's next processing cycle. We cannot be held responsible for overdrafts, and are unable to assist you in recovering them from your issuing bank.

## Payments

As a Driver, you will receive compensation for your efforts pursuant to the terms of the Driver Agreement, which shall form part of the Agreement between you and JOI RIDES. All applicable information is available in this document or the Driver dashboard when you log into your account.

## JOI RIDES Communications

By entering into this Agreement and/or using the JOI RIDES Platform, you agree to receive communications from us. You agree that communication may come in several forms, including texts, calls, or prerecorded messages. Communications from JOI RIDES, its affiliated companies and/or Drivers, may include updates, promotions, new features, industry updates and/or references to operational communications concerning your User account or use of the JOI RIDES Platform or Services.

Should you wish to opt-out of all promotional emails, you can unsubscribe by following the unsubscribe options in the email itself. You agree that you are not required to consent to receive promotional texts or calls as a condition of using the JOI RIDES Platform or the Services. If you wish to opt-out of all texts or calls from JOI RIDES, you acknowledge this may impact your use of the JOI RIDES Platform or the Services.

## Your Information

Your "Information" is any information you post or provide to the JOI RIDES Platform (including any profile information you provide) or send to other Users (including via in-application feedback, any email feature, or through any JOI RIDES-related social media). You consent to using your Information to create a User account that will allow you to use the JOI RIDES Platform and function within the Platform. Our collection and use of personal information in connection with the JOI RIDES Platform and Services is as provided in JOI RIDES' 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 other members of the public and we may rely on your Information as accurate, current, and complete.

To enable JOI RIDES to use your Information for the purposes described in this Agreement as well as our Privacy Policy, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, right and license to exercise the copyright, publicity, and database rights you have in your Information. In addition, you grant the right to use, copy, distribute, and/or display such Information to prepare ongoing works, or incorporate into other works which may benefit JOI RIDES. JOI RIDES does not assert any ownership over your Information. Subject to the rights granted to us in this Agreement, you retain full ownership of all of your Information, as well as any intellectual property rights or other proprietary rights associated with your Information.

JOI RIDES may offer you the ability to create or log-in to your JOI RIDES User account through online accounts you may have with third party social media sites. By connecting to JOI RIDES through any such

account, you understand that JOI RIDES may access, store, and make available any account content according to the permission settings of your account (e.g., friends, mutual friends, contacts or following/followed lists).

You understand that any content may be available on and through the JOI RIDES Platform to other Users. Unless otherwise specified in this Agreement, all content, if any, shall be considered to be your Information.

## *Promotions and Referral Programs*

JOI RIDES, in its sole discretion, may create, establish, promote and/or advertise available promotions with different features to any Users or prospective Users. These promotions, unless made expressly to you, shall have no bearing whatsoever on your Agreement or relationship with JOI RIDES. JOI RIDES reserves the right to withhold or deduct credits or benefits obtained through a promotion in the event that JOI RIDES believes that the use of the promotion or request of the credit or benefit was fraudulent, illegal, in error, or in violation of the applicable promotion terms of this Agreement.

As part of your User account, JOI RIDES may provide you with or allow you to join JOI RIDES to create an "Independent Marketing Rep ("IMR") ID, a unique alphanumeric code for you to distribute to your friends and family (each a "Referred User") to become new JOI RIDES Passengers ("Referred Passengers") or Drivers ("Referred Drivers"). The use of the IMR ID is subject to JOI RIDES Agreements.

From time to time, JOI RIDES may offer you additional incentives to refer your friends and family to become new Users of the JOI RIDES Platform (the "Referral Programs"). JOI RIDES may set or change the incentive types, amounts, terms, restrictions, and qualification requirements for any incentives in its sole discretion. Your distribution of referral identifiers and participation in the Referral Programs are subject to JOI RIDES Agreements.

## *Restricted Activities*

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

- impersonate any entity or person;
- stalk, threaten, or harass any person;
- carry any weapons;
- violate any statute, law, rule, permit, ordinance or regulation;
- interfere with or disrupt the JOI RIDES Platform or the servers or networks connected to the JOI RIDES Platform;
- post information or interact on the JOI RIDES Platform or Services in a manner which is fraudulent, libelous, abusive, obscene, profane, sexually oriented, harassing, or illegal;
- use the JOI RIDES Platform in any way that infringes any third party's rights, including patent, trademark, trade secret, copyright intellectual property rights or other proprietary rights or rights of publicity or privacy;
- transmit any malicious files, code or programs designed to damage, destroy, interrupt, or limit or reduce the functionality or operation of any computer software or hardware or telecommunications equipment or covertly intercept or confiscate any system, data or personal information;
- forge headers or otherwise manipulate identifiers to disguise the origin of any information transmitted through the JOI RIDES Platform;
- duplicate, mirror or frame any part of the JOI RIDES Platform, without our prior written authorization, or use meta tags or code or other devices containing any reference to JOI RIDES;
- reverse engineer, modify, adapt, translate, decipher, decompile or otherwise disassemble any portion of the JOI RIDES Platform or any software used on or for the JOI RIDES Platform;
- license, rent, lease, lend, sell or redistribute the JOI RIDES Platform, or access to any portion of the JOI RIDES Platform;

- use any site search/retrieval application, software robot, spider, or other manual or automatic device or process to retrieve, index, scrape, data mine, or in any way copy, duplicate, reproduce or circumvent the navigational structure or presentation of the JOI RIDES Platform or its contents;
- link directly or indirectly to any other web sites;
- transfer or sell your User account, password and/or identification to any other party;
- discriminate against or harass anyone based on race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or cause any third party to engage in the restricted activities above.

## *Driver Representations, Warranties, and Agreements*

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

- You possess a valid Driver's license, and you have all appropriate other licenses, approvals, and authority to provide transportation to Passengers in all jurisdictions in which you provide Services.
- You are authorized and medically fit to operate a motor vehicle, and there are no restrictions or limitations on your ability to perform the Services.
- You own or have the legal right to operate the vehicle you use when providing Services. Your vehicle is in good operating condition and meets the industry safety standards. Your vehicle has all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind.
- You will not drive unsafely, engage in reckless behavior while driving, operate a vehicle that is unsafe to drive, provide Services as a Driver while under the influence of alcohol or drugs, or take action that harms or threatens to harm the safety of Passengers, the JOI RIDES community or third parties. You agree that you will not allow any third party to accompany you in the vehicle while providing Services.
- You will only provide Services using the vehicle that has been designated by you, and approved by JOI RIDES, and for which true and complete photographs have been provided to JOI RIDES. You are prohibited from the transport of more than 7 passengers at any one time, and will not transport more passengers than can securely be seated in the registered vehicle.

## *Intellectual Property*

All intellectual property rights in the JOI RIDES Platform shall be owned by JOI RIDES completely. These rights include copyright, design, database, trademark (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 trademarks, logos, service marks, company or product names set forth in the JOI RIDES Platform are the property of their respective owners. You agree that any questions, comments, suggestions, ideas, feedback or other information provided by you to us shall become the sole property of JOI RIDES. JOI RIDES 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.

JOI RIDES and all other JOI RIDES logos, designs, graphics, icons, scripts, and service names are registered trademarks, trademarks or trade dress of JOI RIDES in the United States and/or other countries (collectively, the "JOI RIDES Marks"). If you provide Services as a Driver, JOI RIDES grants to you, only during the term of this Agreement, a limited, revocable, non-exclusive license to display and use the JOI RIDES Marks solely in connection with providing the Services through the JOI RIDES Platform ("License"). The License is non-transferable and non-assignable, and you shall not grant to any third party any permission, right or license with respect to any of the rights granted hereunder without JOI RIDES' prior written consent, which it may withhold in its sole discretion. The JOI RIDES Marks may not be used in any manner that is likely to cause confusion.

You acknowledge that JOI RIDES is the owner and licensor of the JOI RIDES Marks, including all goodwill associated therewith, and that your use of the JOI RIDES Marks will confer no additional interest in or ownership of the JOI RIDES Marks in you but rather inures to the benefit of JOI RIDES. You agree to use

the JOI RIDES Marks strictly in accordance with JOI RIDES' guidelines, as may be provided to you and to immediately cease any use that JOI RIDES determines to nonconforming or otherwise unacceptable.

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

Violation of any provision of this License may result in immediate termination of the License, in JOI RIDES' sole discretion. If you create any materials bearing the JOI RIDES Marks (in violation of this Agreement or otherwise), you agree that upon their creation JOI RIDES exclusively owns all right, title and interest in and to such materials, including any modifications to the JOI RIDES Marks or derivative works based on the JOI RIDES Marks. You further agree to assign any interest or right you may have in such materials to JOI RIDES, and to provide information and execute any documents as reasonably requested by JOI RIDES to enable JOI RIDES to formalize such assignment.

JOI RIDES respects the intellectual property of others and expects Users to do the same. If you believe, in good faith, that any materials on the JOI RIDES Platform or Services infringe upon your copyrights, please advise the JOI RIDES Corporate Office.

## *Disclaimers*

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

JOI RIDES does not provide commercial transportation services, and is not a common carrier or public carrier. Each Driver, in the Driver's discretion, will decide whether or not to offer a ride to a Passenger contacted through the JOI RIDES Platform. Each Passenger, in the Passenger's discretion, will decide whether or not to accept a ride from any Driver contacted through the JOI RIDES Platform. JOI RIDES does not have any control over the safety or quality of transportation services offered by the Driver. Nor can we guarantee that a Driver will complete the arranged transportation service.

The JOI RIDES Platform is provided on an "as is" basis and without any warranty or condition either express, implied, or statutory. We cannot guarantee and do not promise any specific outcome from use of the JOI RIDES Platform and/or the Services, including the ability to provide or receive Services at a given location and/or time. JOI RIDES specifically disclaims any implied warranties, including, without limitation, the 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 guarantee, promise, claim or warrant that your use of the JOI RIDES Platform or Services will be reliable, secure, complete, accurate, uninterrupted, always available, or error-free. We cannot guarantee the service will meet all of your requirements and that any defects in the JOI RIDES Platform will be corrected. No warranty is made with respect to connectivity and availability of the JOI RIDES Platform or Services.

We cannot guarantee the identity of each Passenger/Driver. Please use common sense when using the JOI RIDES Platform and Services. Reasonable and appropriate action may include, without limitation, looking at the photos of the Driver or Passenger you have been matched with to make sure it is the same individual you see in person. You can also ask for the identity of the Driver or Passenger when first meeting them. NOTE: Unauthorized persons may pose as Drivers or Passengers. In addition, there are also risks of dealing with underage persons. We do not accept responsibility for any content, communication or other use or access of the JOI RIDES Platform by persons under the age of 18. We encourage you to communicate directly with each potential Driver or Passenger prior to engaging in an arranged transportation service.

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

Each User is responsible for the use of your account, and JOI RIDES expressly disclaims any and all claims and/or liability arising from the unauthorized use of your User account. If you should suspect that any unauthorized party may be using your User account, or you suspect any other breach of security, you agree to notify us immediately.

It is possible that third parties may obtain information about you that you provide, publish or post to or through the JOI RIDES Platform (including any profile information you provide). These third parties may make unauthorized uses of such information, including without limitation, sending the information to other Users, sharing the information during the Services, and using such information in a manner to harass or harm you. We are not responsible for the use of any personal information that you choose to disclose to other Users on the JOI RIDES Platform or through the Services. Carefully select any information that you choose to post on the JOI RIDES 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 Users (including unauthorized Users, or “hackers”).

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

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

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

This Agreement is entered into between you and JOI RIDES. Should you download the app from the Apple App Store, Apple, Inc. (“Apple”) is not a party to this Agreement and shall have no obligations with respect

to the JOI RIDES Platform. JOI RIDES, not Apple, is solely responsible for the JOI RIDES Platform and the content thereof as set forth hereunder. Apple and its subsidiaries are third party beneficiaries 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 will use JOI RIDES Navigation as provided by an agreement with Google and Google Maps. By accepting this feature, you agree that Google may collect your location and travel data when the JOI RIDES App is running in order to provide and improve Google's services, that such data may also be shared with JOI RIDES in order to improve its operations, and that Google's Terms and Privacy Policy will apply to this usage.

## *State and Local Requirements*

For Drivers, certain jurisdictions have additional requirements for insurance, business licenses, vehicle related and other TNC (Transportation Network Companies) specific requirements. You must understand and follow all requirements for the jurisdiction you operate within.

## *Indemnity*

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

## *Limitation of Liability*

In no event will JOI RIDES, including our parent, affiliates, subsidiaries, successors and assigns, and each of our respective officers, directors, employees, agents, or owners (collectively "JOI RIDES" for purposes of this section), be liable to you for any punitive, consequential, incidental, special, exemplary or indirect damages (including damages for loss of data, corruption, deletion, loss of programs, failure to store any information or other content maintained or transmitted by the JOI RIDES Platform, or service interruptions) arising out of or in connection with the JOI RIDES Platform, the use of the Services, or terms and conditions of this Agreement, including, without limitation, as arising from our negligence, even if we or our agents or representatives know or have been advised of the possibility of such claims and/or damages. While the JOI RIDES Platform may be used by you to request and schedule transportation, goods, or other services with third-party providers, you agree that JOI RIDES has no responsibility, liability or obligation to you related to any transportation, goods or other services provided to you by third-party providers other than as expressly set forth in this Agreement. Your remedies, if any, will be governed by the agreements which you have with these third-parties relating to such additional services. Certain jurisdictions may not allow the exclusion or limitation of certain damages and/or claims. If these laws apply, 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 the creation of a User account. The Agreement may be terminated: a) by User, without cause, immediately upon written notice to JOI RIDES; 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 any activity restricted by this Agreement or breach of the Driver Representations, Warranties and Agreements section of this Agreement.

In addition, JOI RIDES may terminate this Agreement or limit or deactivate your User account immediately in the event: (1) you no longer qualify to provide Services or, for Drivers, you no longer have the legal authority to operate the approved vehicle under applicable law, permit, rule, ordinance or regulation; (2) you fall below JOI RIDES' service rating or cancellation threshold; (3) JOI RIDES has the good faith belief that action is necessary to protect the safety of the JOI RIDES community or third parties, provided that in the event of a termination event pursuant to (1) - (3) above, you will be given prior notice of the potential deactivation and an opportunity to attempt to cure the issue to JOI RIDES' reasonable satisfaction prior to JOI RIDES permanently terminating the Agreement. For all other breaches of this Agreement, you will be provided notice and an opportunity to cure the applicable breach. If the breach is cured in a timely manner and to JOI RIDES' satisfaction, this Agreement will not be terminated.

Your Information, Intellectual Property, Disclaimers, Indemnity, Limitations of Liability, Terms and Termination, Dispute Resolution and Arbitration Agreement, Confidentiality, Relationship with JOI RIDES, and General shall survive any termination or expiration of this Agreement.

## *Dispute Resolution and Arbitration Agreement*

(a) Agreement to Binding Arbitration Between You and JOI RIDES.

- You and JOI RIDES both agree to resolve any dispute by arbitration pursuant to the terms and conditions of this Section. Specifically, you waive your respective rights to resolution of disputes in a court of law by a judge or jury. This agreement to arbitrate ("Arbitration Agreement") is governed by the Federal Arbitration Act. This Arbitration Agreement will survive any termination this Agreement or the termination of your relationship with JOI RIDES. Any arbitration under this Agreement will take place on an individual basis. You agree that 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 JOI RIDES, including our parents, affiliates, subsidiaries, successors, and assigns, and each of our respective officers, directors, employees, agents, or owners. This Arbitration Agreement also applies to claims between you and JOI RIDES' 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 JOI RIDES (each a "Claim" and collectively, "Claims") shall be exclusively resolved through binding arbitration solely between you and JOI RIDES. These Claims include, but are not limited to, any claim or dispute, arising out of or relating to: this Agreement and prior versions thereof (including the breach, termination, enforcement, interpretation or validity thereof), the JOI RIDES Platform, the Services, any other goods or services made available through the JOI RIDES Platform, your relationship with JOI RIDES, the threatened or actual suspension, deactivation or termination of your User account or this Agreement, background checks performed by or on JOI RIDES' behalf, payments made by you or any payments made or owed to you, any promotions or offers made by JOI RIDES, any city, county, state or federal wage-hour law, trade secrets, unfair competition, breaks, rest periods, compensation, expense reimbursement, wrongful termination, harassment, retaliation, fraud, discrimination, defamation, emotional distress, breach of any contract or covenant (express or

implied), claims to arise under federal or state consumer protection laws; claims arising under antitrust laws, claims to arise under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Uniform Trade Secrets Act, the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Family Medical Leave Act, the Fair Labor Standards Act, ERISA (Employee Retirement Income Security Act of 1974), except for individual claims for employee benefits under any benefit plan sponsored by JOI RIDES and covered by ERISA or funded by insurance), and all other federal 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, unless provided below.

- Under the terms of this Arbitration Agreement, you understand and agree that you and JOI RIDES are waiving the right to sue in court or have a jury trial for all Claims, except as otherwise expressly provided in this Arbitration Agreement. Except for those claims and disputes which by the terms of this Arbitration Agreement are expressly excluded from the requirement to arbitrate, this Arbitration Agreement requires arbitration of every claim or dispute that can lawfully be arbitrated,

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

- You agree and understand that you and JOI RIDES 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. You agree and understand that you and JOI RIDES 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”). Notwithstanding the foregoing, this subsection (b) shall not apply to representative Private Attorneys General Act claims brought against JOI RIDES.
- The designated arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. Only to the extent necessary to provide relief warranted by that party’s individual claims, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief.
- 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 as to any Claims, then those Claims shall be severed from any remaining claims and may be brought in a civil court of competent jurisdiction, located in Dallas County, Texas, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible. Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the validity, scope, enforceability applicability, or revocability of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction, located in Dallas County, Texas, and not by an arbitrator.

(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 JOI RIDES agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 (“PAGA”), in any court or in arbitration, and;
  - (2) for any claim brought on a private Attorney General basis, both you and JOI RIDES agree that any such dispute shall be resolved in arbitration on an individual basis only. As clarification, the dispute will only resolve whether you have personally been aggrieved or subject to any violations of law. Any such action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding. You acknowledge that any claim brought on any private Attorneys General basis will not be used to resolve whether

other individuals have been damaged or injured or are subject to any violations of law (the foregoing being collectively referred to as the “representative PAGA Waiver”). Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the validity, scope, enforceability, applicability, or revocability 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 and separated from this Agreement; (ii) severance and separation 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, you and JOI RIDES each 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. Notwithstanding the foregoing, if requested by you, and if properly 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 arbitrator may award any individualized remedies that would be available in court. Both you and JOI RIDES will have the opportunity for reasonable discovery, but only of non-privileged information that is relevant to the Claim. The arbitrator may award declaratory or injunctive relief, but 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 applicable law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Passengers or Drivers but is bound by rulings in prior arbitrations involving the same Passenger 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 you initiate arbitration under this Arbitration Agreement, after participating in the Optional Pre-Arbitration Negotiation Process described in subsection (k) below, and you are otherwise required to pay a filing fee under the relevant AAA Rules, JOI RIDES agrees that, unless your claim is for \$2,500 or more, your share of the filing and arbitration fees is limited to \$500. In such case, after you submit proof of payment of the filing fee to JOI RIDES, JOI RIDES will promptly reimburse you for all but \$500 of the filing fee. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the claim is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such

fees will be governed by the AAA Rules. In such case, you will be required to reimburse JOI RIDES for the portion of the filing fees paid by JOI RIDES.

2. If JOI RIDES initiates arbitration under this Arbitration Agreement, JOI RIDES will pay all AAA filing and arbitration fees. With respect to any Claims brought by JOI RIDES against a Driver, or for Claims brought by a Driver against JOI RIDES that: (A) are based on an alleged employment relationship between JOI RIDES and a Driver; (B) arise out of, or relate to, JOI RIDES' actual deactivation of a Driver's User account or a threat by JOI RIDES to deactivate a Driver's User account; (C) arise out of, or relate to, JOI RIDES' actual termination of a Driver's Agreement with JOI RIDES under the termination provisions of this Agreement, or a threat by JOI RIDES to terminate a Driver's Agreement; (D) arise out of, or relate to, Fares (as defined in this Agreement, including JOI RIDES' commission or fees on the Fares), tips, or average hourly guarantees owed by JOI RIDES to Drivers for Services, other than disputes relating to referral bonuses, other JOI RIDES promotions, or consumer-type disputes, or (E) arise out of or relate to third-party background checks performed in connection with an applicant seeking to become a Driver (the subset of Claims in subsections (A)-(E) shall be collectively referred to as "Driver Claims"), JOI RIDES 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 JOI RIDES pursuant to the fee provisions above).
3. However, if you are the party initiating the Driver Claim, you will be responsible for paying 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 Services to Passengers, 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 subsection (e)(3), the term "Driver" shall be deemed to include both Drivers and Driver applicants who have not been approved to drive.
4. Both you and JOI RIDES shall pay its own applicable attorneys' fees and pay any costs that are not unique to the arbitration, unless otherwise required by Federal Rule of Civil Procedure 68 or any state equivalents,
5. The arbitrator may award reasonable fees and costs or any portion thereof to the prevailing party in the arbitration, to the extent authorized by applicable law.
6. JOI RIDES may have a right to an award of attorneys' fees and non-filing fee expenses if it prevails in arbitration. JOI RIDES will determine on a case by case basis if it will seek an award.
7. You may make a good faith written settlement offer during the informal dispute resolution process (described in subsection e(3) below). In such case, if the arbitrator issues you an award that is greater than the value of your last such offer, then JOI RIDES will pay you the amount of the award or U.S. \$500, whichever is greater.

(f) Location and Manner of Arbitration.

- Unless you and JOI RIDES agree otherwise, any arbitration hearings between JOI RIDES and a Passenger will take place in Dallas County, Texas. If your Claim is for \$2,500 or less, you may choose to have the arbitration conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as determined by the AAA Rules. If your Claim exceeds \$2,500, the right to a hearing will be determined by the AAA Rules.

(g) Exceptions to Arbitration.

- This Arbitration Agreement does 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 subsection (c) above of such action is deemed unenforceable by a court of competent jurisdiction; (3) claims for workers' compensation, state disability insurance and unemployment insurance benefits; and (4) claims that may not be subject to arbitration as a matter of generally applicable law.

- 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. Nothing in this Arbitration Agreement shall be deemed to prevent 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, 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. Specifically, you agree that you may only seek or recover money damages of any type pursuant to this Arbitration Agreement. 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 Agreement or settled by you. Similarly, you may not recover money damages under this Arbitration Agreement if you have already adjudicated such a claim with the NLRB.

(h) Severability.

- In addition to 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, such provision shall be severed, and the remainder of the Arbitration Agreement shall be given full force and effect.

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

- As a Driver applicant or Driver, you may opt-out of the requirement to arbitrate Driver Claims defined in subsection (e)(3) above. As a precondition, you must not have previously agreed to an arbitration provision in JOI RIDES’ Terms of Service. If you have previously agreed to such an arbitration provision, you agree to honor and be bound by such terms, but you may opt-out of future arbitration agreements that you may have with JOI RIDES. 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 by notifying JOI RIDES in writing of your desire to opt-out of arbitration for such Driver Claims, which writing must be dated, signed and delivered by (1) electronic mail to or (2) by certified mail, postage prepaid and return receipt requested, or by any nationally recognized delivery service (e.g., UPS, Federal Express, etc.) that is addressed to:

General Counsel  
JOI SERVICES, LLC.  
7700 Windrose Avenue  
Suite G300  
Plano, TX 75024

- In order for an opt-out election to be effective, (A) the writing must clearly indicate your intent to opt-out of this Arbitration Agreement with respect to Driver Claims, (B) the writing must include the name, phone number, and email address associated with your User account, and (C) the email or envelope containing the signed writing must be sent within 30 days of the date this Agreement is executed by you. Should you not opt-out within the 30-day period, you and JOI RIDES 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). You agree that these opt-out terms are reasonable.
- You should assume that there are now, and may be in the future, lawsuits against JOI RIDES 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 by you. By your agreement to arbitration of Driver Claims with JOI RIDES under this Arbitration Agreement, you are agreeing, in advance, that you will bring all such claims, and seek all monetary and other relief,

against JOI RIDES in an individual arbitration provision, except for the Driver Claims that are part of any future Pending Settlement Action. You also agree in advance that you will not be involved with, 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 JOI RIDES may agree first to 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 JOI RIDES. A party who intends to seek negotiation under this subsection must first send to the other a written notice of the dispute (“Negotiation Notice”). The Negotiation Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought. Each party agrees to use good faith efforts during this process. All offers, promises and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, and attorneys are for settlement purposes only, and are confidential, privileged and inadmissible for any purpose, including as evidence of liability or for impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

## Confidentiality

- During the course of your relationship with JOI RIDES, you will receive or have access to certain Confidential Information (defined below) of JOI RIDES. The Confidential Information will include, the following and similar information of JOI RIDES: strategic, technical, financial and/or other proprietary and confidential information relating to JOI RIDES’ business, operations and properties, information about a User made available to you in connection with such User’s use of the Platform, which may include the User’s name, pick-up location, contact information and photo. You will only use Confidential Information for your own use and only for purposes as contemplated herein. You agree not to use, and agree that you shall not disclose or permit disclosure of, any Confidential Information to third parties. You agree to take all reasonable measures to protect the secrecy of or use of Confidential Information of JOI RIDES in order to prevent it from falling into the public domain.
- The following shall be confirmed as not Confidential Information of JOI RIDES: (i) information which you can prove: was in the public domain at the time it was disclosed by JOI RIDES or has entered the public domain through no fault of yours; (ii) information that was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) information that is disclosed with the prior written approval of JOI RIDES; (iv) information that becomes known to you, without restriction, from a source other than JOI RIDES without breach of this Agreement by you and otherwise not in violation of JOI RIDES’ rights; or (v) information that is disclosed pursuant to the order or requirement of a court or other governmental body; provided, however, that you shall provide prompt notice of such court order or requirement to JOI RIDES to enable JOI RIDES to seek a protective order or otherwise prevent or restrict such disclosure.

## Other Services

- In addition to connecting Passengers with Drivers, the JOI RIDES Platform may give Users the ability to provide or receive goods or services from other third parties. As an example, Users may be able to use the JOI RIDES Platform to order a delivery of goods, purchase a digital item, request

a carpool ride from a commuter going in the same direction, or when travelling outside of the United States, to connect with local transportation platforms and request rides from local Drivers (collectively, the “Other Services”). You understand and that the Other Services are subject to the terms and pricing of the third-party provider. If you choose to purchase Other Services through the JOI RIDES Platform, you authorize JOI RIDES to charge your current payment method on file according to the pricing terms set by the applicable third-party provider. You agree that JOI RIDES is not responsible, and may not be held liable, for the Other Services or the actions or omissions of the third-party provider. Such Other Services may not be monitored or checked for accuracy or completeness, and we are not responsible for any Other Services accessed through the JOI RIDES Platform.

## General

- Except as provided in the Dispute Resolution and Arbitration Agreement, this Agreement shall be governed by the laws of the State of Texas. This choice of law provision is only intended to specify the use of Texas law to interpret this Agreement and is not intended to create any other substantive right to non-Texas residents to assert claims under Texas 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. You agree that this Agreement and all incorporated agreements may be automatically assigned by JOI RIDES, in our sole discretion, by providing notice to you. Except as explicitly stated otherwise, any notices to JOI RIDES shall be given by certified mail, postage prepaid and return receipt requested to:

General Counsel  
JOI SERVICES, LLC.  
7700 Windrose Avenue  
Suite G300  
Plano, TX 75024

- Any notices to you shall be provided through the JOI RIDES Platform or given to you via the email address or physical you provide to JOI RIDES during the registration process. Headings used in this Agreement are for reference purposes only and in no way limit, define, 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.” This Agreement sets forth the entire understanding and agreement between you and JOI RIDES with respect to the subject matter hereof and supersedes all previous understandings and agreements between the parties, whether oral or written.
- If you have any questions regarding the JOI RIDES Platform or Services, please visit our website ([www.joirides.com](http://www.joirides.com)) or contact our Support Department ([support@joirides.com](mailto:support@joirides.com)).