

Corbata Terms of Service

Last Updated: July 31st, 2017

These terms of service constitute a legally binding agreement (the “Agreement”) between you and Corbata, LLC (“Corbata,” “we,” “us” or “our”) governing your use of the Corbata mobile application, websites, technology platform, and related services (collectively, the “Corbata Application”).

By entering into to this Agreement, you expressly acknowledge that you understand this Agreement (including the dispute resolution and arbitration provisions set forth in Section 18) and accept all of its terms. If you do not agree to be bound by the terms and conditions of this Agreement, you may not use or access the Corbata Application.

1. The Corbata Application

The Corbata Application provides a marketplace that connects people seeking transportation to certain destinations (“Riders”) with persons available to transport Riders to those destinations (“Chauffeurs”) using the Rider’s vehicle or a vehicle provided by the Chauffeur. Riders, Chauffeurs and Chauffeur applicants are collectively referred to herein as “Users,” and each User shall create a User account that enables access to the Corbata Application. For purposes of this Agreement, the driving services provided by Chauffeurs to Riders that are matched through the Corbata Application shall be referred to collectively as the “Services.” Any decision by a User to offer or accept Services is a decision made in such User’s sole discretion. Each transportation Service provided by a Chauffeur to a Rider shall constitute a separate agreement between such persons. Corbata does not provide Services. The Corbata Application may be delivered through a mobile app, mobile website or website. The functionality of Corbata Application may differ across these delivery channels.

2. Modification to the Agreement

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

3. Eligibility

The Corbata Application may only be used by individuals who can form legally binding contracts under applicable law. The Corbata Application 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.

4. Charges

As a Rider, you agree to pay the amounts charged for your use of the Corbata Application and Services (“Charges”). Charges include the total price of a Chauffeur’s provision of services, at the rate set by the Chauffeur and agreed upon at the time a ride is booked (the “Fare”) and all applicable taxes. Other applicable fees, such as tolls, surcharges, parking and any tips to the Chauffeur that you elect to pay shall be the responsibility of the Rider (collectively, “Rider Out-of-Pocket Expenses”). Pricing may vary based on the Chauffeur you select. You are responsible for reviewing the applicable Fare and shall be responsible for all Charges incurred under your User account regardless of your awareness of such Charges or the amounts thereof.

Fares consist of incremental charges based on the duration of a Chauffer’s provision of Services to you and the hourly rate set by the Chauffeur and agreed to by you at the time you book a ride. The Chauffeur may change his or her rate at any time until your ride is booked. Please note that we use data from your Chauffeur’s phone to calculate the time of your ride. We cannot guarantee the availability or accuracy of phone data. If we lose signal we will calculate time and distance using available data from your ride.

Fees and Other Charges.

Booking Fee. Corbata will assess a per-ride “Booking Fee” to support the Corbata Application and related services provided to you by Corbata. The amount of the Booking Fee may vary but shall be charged to you and retained by Corbata in its entirety. The Booking Fee will be charged at the time your ride is booked.

Cancellation Fee. After requesting a ride you may cancel it through the Application, but note that in certain cases a cancellation fee may apply. You may also be charged if you fail to show up after requesting a ride. Collected cancellation fees will be passed in their entirety to the Chauffeur who had accepted your ride request.

Rider Damage Fee. If a Chauffeur reports that you have materially damaged the Chauffeur’s vehicle, you agree to pay a “Rider Damage Fee” depending on the extent of the damage (as determined by Corbata in its sole discretion), towards vehicle repair or cleaning. Corbata reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Rider Damage Fee. Collected Rider Damage Fees will be passed in their entirety to the Chauffeur whose car was damaged. The Rider Damage Fee is not insurance or a payment for insurance and does not replace any insurance payments or deductible.

Tolls and Parking Fees. In some instances tolls (or return tolls) or parking fees may apply to your ride. Tolls and parking fees are entirely the responsibility of the Rider and will be paid at the time they are incurred.

Other Charges. Other fee and surcharges may apply to your ride, including: actual or anticipated airport fees, state or local fees, event fees as determined by Corbata or its marketing partners, and processing fees for payments. In addition, where required by law Corbata will collect applicable taxes. These other charges are not shared with your Chauffeur unless expressly stated otherwise.

Tips. Following a ride, you may elect to tip your Chauffeur in cash. Any tips will be provided entirely to the applicable Chauffeur.

General.

Facilitation of Charges. All Charges are facilitated through a third-party payment processing service (e.g., Stripe, Inc.). Corbata may replace its third-party payment processing services without notice to you. Charges shall only be made through the Corbata Application. With the exception of tips and Rider Out-of-Pocket Expenses, cash payments are strictly prohibited.

No Refunds. All Charges are non-refundable. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the Corbata Application, any disruption to the Corbata Application or Services, or any other reason whatsoever.

Credits and Ride Discounts. You may receive credits (“Corbata Credits”) or discounts (“Ride Discounts”) that you can apply toward payment of certain Charges upon completion of a ride. Corbata Credits and Ride Discounts are only valid for use on the Corbata Application, and are not transferable or redeemable for cash except as required by law. Corbata Credits and Ride Discounts cannot be combined, and if the cost of your ride exceeds the applicable credit or discount value we will charge your payment method on file for the outstanding cost of the Ride. Ride Discounts only apply to the Fare, not any service fee or other charges. Additional restrictions on Corbata Credits and Ride Discounts may apply as communicated to you in a relevant promotion or by clicking on the relevant Corbata Credit or Ride Discount within the Payments section of the Corbata Application.

Credit Card Authorization. Upon addition of a new payment method or each ride request, Corbata may seek authorization of your selected payment method to verify the payment method, ensure the ride cost will be covered, and protect against unauthorized behavior. The authorization is not a charge, however, it may reduce your available credit by the authorization amount until your bank’s next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account, you may be subject to overdraft of NSF charges by the bank issuing your debit or check card. We cannot be held responsible for these charges and are unable to assist you in recovering them from your issuing bank.

5. Payments

If you are a Chauffeur, you will receive payment for your provision of Services. All Fare payments are subject to a Service Fee, discussed below. You will also receive any tips provided

by Riders to you, and tips will not be subject to any Service Fee. Corbata will process all payments due to you through its third party payments processor. You acknowledge and agree that such amounts shall not include any interest and will be net of any amounts that we are required to withhold by law.

Service Fee. In exchange for permitting you to offer your Services through the Corbata Application and marketplace as a Chauffeur, you agree to pay Corbata (and permit Corbata to retain) a fee based on each transaction in which you provide Services (the “Service Fee”). The amount of the applicable Service Fee will be communicated to you in a Service Fee schedule through the Chauffeur portal. Corbata reserves the right to change the Service Fee at any time in Corbata’s discretion based upon local market factors, and Corbata will provide you with notice in the event of such change. Continued use of the Corbata Application after any such change in the Service Fee calculation shall constitute your consent to such change.

Pricing. You will set your own rate in the Corbata Application, and may change or update such rate at any time, in your sole discretion. Corbata will use the rate in effect at the time a Rider books a ride to calculate the Fare to be collected from that Rider on your behalf for a particular instance of Services provided.

Fare Promotions. Corbata may, from time to time, run Fare promotions (for example, applying a percentage discount of the calculated Fare). Corbata may set or change the types, amounts, terms, restrictions, and qualification requirements for any promotions in its sole discretion. In the event that Corbata offers you the opportunity to participate in any such promotion, you will have the option, but not the obligation, to participate. Your decision whether to participate with regard to a particular proposed ride will be fixed at the time the Rider requests your Services through the Corbata Application and confirmed for the Rider at the time of booking, and the Fare promotion will be applied to the Charges collected at the conclusion of that ride. Your participation in a promotion with respect to one ride does not otherwise oblige you to continue participating with respect to any future rides. Your participation in any Fare promotion will be subject to this Agreement, and to additional terms and rules specific to the promotion. Participation in a promotion will in no way alter your ability to establish your pricing for Services provided.

Fare Adjustment. Corbata reserves the right to adjust or withhold all or a portion of Fares if it believes that (i) you have attempted to defraud or abuse Corbata or Corbata’s payment systems, (ii) in order to resolve a Rider complaint (e.g., you failed to properly end a particular instance of Services in the Corbata Application when the ride was over or did not provide the agreed-upon Services). Corbata’s decision to adjust or withhold the Fare in any way shall be exercised in a reasonable manner.

Chauffeur Damage Fee. If a Rider reports that you have materially damaged the Rider’s vehicle, you agree to pay a “Chauffeur Damage Fee” depending on the extent of the damage (as determined by Corbata in its sole discretion), towards vehicle repair or cleaning. Corbata reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Chauffeur Damage Fee. Collected

Chauffeur Damage Fees will be passed in their entirety to the Rider whose car was damaged. The Chauffeur Damage Fee is not insurance or a payment for insurance and does not replace any insurance payments or deductible.

6. Promotions and Referral Programs

Corbata, at its sole discretion, may make available promotions with different features to any Users or prospective Users. These promotions, unless made to you, shall have no bearing whatsoever on your Agreement or relationship with Corbata. Corbata reserves the right to withhold or deduct credits or benefits obtained through a promotion in the event that Corbata determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or this Agreement.

7. Corbata Communications

By becoming a User, you agree to receive communications from us, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from Corbata, its affiliated companies and/or Chauffeurs, may include but are not limited to: operational communications concerning your User account or use of the Corbata Application or Services, updates concerning new and existing features on the Corbata Application, communications concerning promotions run by us or our third- party partners, and news concerning Corbata and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send.

IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF.

8. Your Information

Your Information is any information you provide, publish or post to or through the Corbata Application (including any profile information you provide) or send to other Users (including via in-application feedback, any email feature, or through any Corbata-related Facebook, Twitter or other social media posting) (your “Information”). You consent to us using your Information to create a User account that will allow you to use the Corbata Application and participate in the Services. Our collection and use of personal information in connection with the Corbata Application and Services is as provided in Corbata’s Privacy Policy set forth in Section 9 of this Agreement. You are solely responsible for your Information and your interactions with other members of the public, and we act only as a passive conduit for your online posting of your Information. You agree to provide and maintain accurate, current and complete information and that we and other members of the public may rely on your Information as accurate, current and complete. To enable Corbata to use your Information, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity, and database rights you have in your Information, and to use, copy, perform, display and distribute such Information to prepare

derivative works, or incorporate into other works, such Information, in any media now known or not currently known. Corbata does not assert any ownership over your Information; rather, as between you and Corbata, subject to the rights granted to us in this Agreement, you retain full ownership of all of your Information and any intellectual property rights or other proprietary rights associated with your Information.

9. Corbata Privacy Policy

A. Scope of this Privacy Policy

Corbata values the privacy of individuals who use the Corbata Application. In this privacy policy (the “Privacy Policy”), we tell you what information we receive from Corbata Users, and how we use it to connect Riders with Chauffeurs and continue to improve our services.

B. Information We Collect

i. Information You Provide to Us

Registration Information. When you sign up for a Corbata account, you give us your name, email address, and phone number.

User Profile Information. When you join the Corbata community, you can create a Corbata profile. Filling out a profile is optional for Riders. Your name (and for Chauffeurs, profile photos) is always part of your profile. Read more below about how you can control who sees your profile.

Payment Method. When you add a credit card or payment method to your Corbata account, a third party that handles payments for us will receive your card information. To keep your financial data secure, we do not store full credit card information on our servers.

Communications. If you contact us directly, we may receive additional information about you. For example, when you contact our Customer Support Team, we will receive your name, email address, phone number, the contents of a message or attachments that you may send to us, and other information you choose to provide.

Chauffeur Application Information. If you decide to join our Corbata chauffeur community, in addition to the basic registration information, our partners ask you for your date of birth, physical address, Social Security number, driver’s license information, vehicle information, car insurance information, and in some jurisdictions we may collect additional business license or permitting information. Our partners use this information to run background checks on Chauffeurs to help protect the Corbata community.

Payment Information. To make sure Chauffeurs get paid, we may keep information about Chauffeurs’ bank routing numbers, tax information, and any other payment information provided by Chauffeurs.

ii. Information We Collect When You Use the Corbata Application

Location Information. Corbata connects Chauffeurs and Riders. To do this, we need to know where you are. When you open the Corbata mobile app on your mobile device, we receive your location. We may also collect the precise location of your device when the Corbata mobile app is running in the foreground or background of your mobile device. If you label certain locations, such as “home” and “work,” we receive that information, too.

Your location information is necessary for things like matching Riders with nearby Chauffeurs, determining drop off and pick up locations, and suggesting destinations based on previous trips. Also, if the need ever arises, we may use and share location information to help protect the safety of Corbata Users or a member of the public. In addition to the reasons described above, Chauffeurs’ location information and duration of a ride is necessary for calculating charges. If you give us permission through your device settings or the Corbata mobile app, we may collect your location while the Corbata mobile app is off to identify promotions or service updates in your area.

Device Information. Corbata receives information from Users’ devices, including IP address, web browser type, mobile operating system version, phone carrier and manufacturer, application installations, device identifiers, mobile advertising identifiers, push notification tokens. We collect mobile sensor data from Chauffeurs’ devices (such as speed, direction, height, acceleration or deceleration) to improve location accuracy, analyze usage patterns and calculate Charges.

Usage Information. To help us understand how you use the Corbata Application and to help us improve it, we automatically receive information about your interactions with the Corbata Application, like the pages or other content you view, your actions within the Corbata mobile app, and the dates and times of your visits.

User Feedback. At Corbata, we want to make sure Users are always enjoying great rides. Riders may rate and review Chauffeurs at the end of every ride. We receive information about ratings and reviews and, as we explain below, give Riders information about Chauffeurs’ ratings and reviews. Chauffeurs may also provide feedback on Riders, but this information will not be publically available on the Corbata Application.

Address Book Contacts. If you permit Corbata to access the address book on your device through the permission system used by your mobile platform, we may access and store names and contact information from your address book to facilitate invitations and social interactions that you initiate through our Platform and for other purposes described in this privacy policy or at the time of consent or collection.

Information from Cookies and Similar Technologies. We collect information through the use of “cookies”, tracking pixels, and similar technologies to understand how you navigate through the Corbata Application and interact with Corbata advertisements, to learn what content is popular, and to save your preferences. Cookies are small text files that web servers place on your device; they are designed to store basic information and to help websites and apps recognize your browser. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be accessed every time you use the Corbata Application. You should consult your web

browser(s) to modify your cookie settings. Please note that if you delete or choose not to accept cookies from us, you may be missing out on certain features of the Corbata Application.

iii. Information We Collect from Third Parties

Third Party Partners. We may receive additional information about you, such as demographic data, payment information, or fraud detection information, from third party partners and combine it with other information that we have about you.

Background Information on Chauffeurs. Corbata works with third party partners to perform driving record and criminal background checks on Chauffeurs, and we receive information from them such as publicly available information about a Chauffeur's driving record or criminal history.

C. How We Use the Information We Collect

We use the information we collect from all Users to:

- Connect Riders with Chauffeurs;
- Provide, improve, expand, and promote the Corbata Application;
- Analyze how the Corbata community uses the Corbata Application;
- Communicate with you, either directly or through one of our partners, including for marketing and promotional purposes;
- Personalize the Corbata experience for you and your friends and contacts;
- Send you text messages and push notifications;
- Facilitate transactions and payments;
- Provide you with customer support;
- Find and prevent fraud; and
- Respond to trust and safety issues that may arise, including auto incidents, disputes between Riders and Chauffeurs, and requests from government authorities.

Additionally, we use the information we collect from Chauffeurs for the following purposes related to driving on the Corbata Application:

- Sending emails and text messages to Chauffeurs who have started the chauffeur application process regarding the status of their application;
- Determining a Chauffeur's eligibility to use the Corbata Application to offer Services to Riders; and
- Notifying Chauffeurs about ride demand, pricing and service updates.

D. How We Share the Information We Collect

i. Sharing Between Users

Sharing between Riders and Chauffeurs. Riders will be able to see basic information about Chauffeurs, such as names, photos, vehicle information, ratings, and any other information Chauffeurs have added to their profiles. Chauffeurs see the pick-up location that the Rider has provided and any other information a Rider has chosen to share. Riders see a Chauffeur's real-

time location in the Corbata mobile app as the Chauffeur approaches the pick-up location. Riders' ratings of Chauffeurs are shared with Chauffeurs on a weekly basis. We de-identify the ratings and feedback, but we can't rule out that a Chauffeur may be able to identify the Rider that provided the rating or feedback.

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

ii. Sharing Between Corbata and Third Parties

API and Integration Partners. If you connect to the Corbata Application through an integration with a third party service, we may share information about your use of the Corbata Application with that third party. We may share your information with our third party partners in order to receive additional information about you. We may also share your information with third party partners to create offers that may be of interest to you.

Third Party Services. The Corbata Application may allow you to connect with other websites, products, or services that we don't have control over. If you use these services, we will provide the third party with information about you to allow them to provide the service to you. We can't speak to the privacy practices of these third parties, and we encourage you to read their privacy policies before deciding whether to use their services.

Service Providers. We work with third party service providers to perform services on our behalf, and we may share your information with such service providers to help us provide the Corbata Application.

Other Sharing. We may share your information with third parties in the following cases:

- While negotiating or in relation to a change of corporate control such as a restructuring, merger or sale of our assets;
- If a government authority requests information and we think disclosure is required or appropriate in order to comply with laws, regulations, or a legal process;
- With law enforcement officials, government authorities, or third parties if we think doing so is necessary to protect the rights, property, or safety of the Corbata community, Corbata, or the public;
- If you signed up for a promotion with another User's referral or promotion code, with your referrer to let them know about your redemption of or qualification for the promotion;
- With our insurance partners to help determine and provide relevant coverage in the event of an incident;

- To provide information about the use of the Corbata Application to potential business partners in aggregated or de-identified form that can't reasonably be used to identify you; and
- Whenever you consent to the sharing.

E. **Your Choices**

Email Subscriptions. You can always unsubscribe from our commercial or promotional emails but we will still send you transactional and relational emails about your account use of the Corbata Application.

Push Notifications. Riders can opt out of receiving push notifications through your device settings. Please note that opting out of receiving push notifications may impact your use of the Corbata Application (such as receiving a notification that your ride has arrived). Chauffeurs may not opt out of receiving push notifications.

Profile Information. While your name will always be shared with Chauffeurs, you can delete any additional information that you added to your Profile at any time if you don't want other Users to see it. However, Riders will always be able to see Chauffeurs' names, rating, profile photos, and vehicle information.

Location Information. While you can prevent your device from sharing location information at any time through your Device's operating system settings, Rider and Chauffeur location is core to the mobile app version of the Corbata Application and without it we can't provide our services to you.

Editing and Accessing Your Information. You can review and edit certain account information by logging in to your account settings and profile. If you would like to terminate your Corbata account, please contact us through the Corbata Application with your request. If you choose to terminate your account, we will deactivate it for you but may retain information from your account for a certain period of time and disclose it in a manner consistent with our practices under this Privacy Policy for accounts that are not closed. We also may retain information from your account to collect any fees owed, resolve disputes, troubleshoot problems, analyze usage of the Corbata Application, assist with any investigations, prevent fraud, enforce our Terms of Service, or take other actions as required or permitted by law.

F. **Other**

Data Security. We are committed to protecting the data of the Corbata community. Even though we take reasonable precautions to protect your data, no security measures can be 100% secure, and we cannot guarantee the security of your data.

Children's Privacy. Corbata is not directed to children, and we don't knowingly collect personal information from children under 13. If we find out that a child under 13 has given us personal information, we will take steps to delete that information. If you believe that a child under the age of 13 has given us personal information, please contact us at admin@corbata.com.

Changes to Our Privacy Policy. We may make changes to this Privacy Policy from time to time. If we make any material changes, we will let you know through the Corbata Application, by email, or other communication. We encourage you to read this Privacy Policy periodically to stay up-to-date about our privacy practices. As long as you use the Corbata Application, you are agreeing to this Privacy Policy and any updates we make to it.

Contact Information. Feel free to contact us at any time with any questions or comments about this Privacy Policy, your personal information, our use and sharing practices, or your consent choices by contacting admin@corbata.com

10. Users' Code of Conduct

With respect to your use of the Corbata Application and your participation in the Services, you agree that you will not:

- impersonate any person or entity;
- stalk, threaten, or otherwise harass any person, or carry any weapons;
- violate any law, statute, rule, permit, ordinance or regulation;
- interfere with or disrupt the Services or the Corbata Application or the servers or networks connected to the Corbata Application;
- post Information or interact on the Corbata Application or Services in a manner which is false, inaccurate, misleading (directly or by omission or failure to update information), defamatory, libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal;
- use the Corbata Application in any way that infringes any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Corbata Application;
- "frame" or "mirror" any part of the Corbata Application, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose; or
- modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Corbata Application or any software used on or for the Corbata Application;
- rent, lease, lend, sell, redistribute, license or sublicense the Corbata Application or access to any portion of the Corbata Application;
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Corbata Application 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 on the basis of 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.

11. Representations, Warranties and Agreements

A. Chauffeurs

By providing Services as a Chauffeur on the Corbata Application, you represent, warrant, and agree that:

- You possess a valid driver's license and are authorized and medically fit to operate a motor vehicle and have all appropriate licenses, approvals and authority to provide transportation to Riders in all jurisdictions in which you provide Services.
- You will not provide Services in any vehicle other than (i) a vehicle owned or made available by the Rider(s) to whom you are providing the Services, or (ii) a vehicle provided by you that has been reported to, and approved by, Corbata, and for which a photograph has been provided to Corbata.
- With respect to Services (if any) provided by you pursuant to clause (i) above, you have the legal right to operate other persons' vehicles to provide Services.
- With respect to Services (if any) provided by you pursuant to clause (ii) above: you own, or have the legal right to operate, the vehicle you use when providing such Services, and such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and state department of motor vehicles requirements for a vehicle of its kind; and you will not operate a vehicle that is unsafe to drive.
- You will not engage in reckless behavior while driving, drive unsafely, be involved in a motor vehicle accident or collision of any kind, permit an unauthorized third party to accompany you in the vehicle while providing Services, provide Services as a Chauffeur while under the influence of alcohol or drugs, or take action that harms or threatens to harm the safety of the Corbata community or third parties.
- You will not transport more passengers than can securely be seated in any vehicle you use to provide Services, whether provided by you or by a Rider.
- You will not make any misrepresentation regarding Corbata, the Corbata Application, the Services or your status as a Chauffeur.
- You will not, while providing the Services, operate as a public carrier or taxi service, accept street hails, charge for rides (except as expressly provided in this Agreement), demand that a rider pay in cash, or use a credit card reader, such as a Square Reader, to

accept payment or engage in any other activity in a manner that is inconsistent with your obligations under this Agreement.

- You will not attempt to defraud Corbata or Riders on the Corbata Application or in connection with your provision of Services. If we suspect that you have engaged in fraudulent activity we may withhold applicable Fares or other payments for the ride(s) in question.
- You will make reasonable accommodation for Riders and/or for service animals, as required by law.
- You agree that we may obtain information about you, including your criminal and driving records, and you agree to provide any further necessary authorizations to facilitate our access to such records during the term of the Agreement.
- You have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) that covers your operation of the vehicle you use to provide Services and, if such vehicle is provided by you, names or schedules you for its operation and permits you to use such vehicle to provide Services.
- You acknowledge and understand that Corbata does not maintain or verify insurance information of any User.
- You will pay all applicable federal, state and local taxes based on your provision of Services and any payments received by you.

B. Riders

By accepting Services as a Rider on the Corbata Application, you represent, warrant, and agree that:

- With respect to your provision of a vehicle for use by a Chauffeur to provide Services:
 - You own, or have the legal right to operate, such vehicle, and such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and state department of motor vehicles requirements for a vehicle of its kind.
 - You have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) that names or schedules you for the operation such vehicle, and permits you to authorize the Chauffeur to operate such vehicle to provide Services to you.
- You acknowledge and understand that Corbata does not maintain or verify insurance information of any User.

12. Intellectual Property

All intellectual property rights in the Corbata Application shall be owned by Corbata 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 Corbata Application are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information (“Submissions”) provided by you to us are non-confidential and shall become the sole property of Corbata. Corbata 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.

CORBATA and other Corbata logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of Corbata in the United States and/or other countries (collectively, the “Corbata Marks”). If you provide Services as a Chauffeur, Corbata grants to you, during the term of this Agreement, and subject to your compliance with the terms and conditions of this Agreement, a limited, revocable, non-exclusive license to display and use the Corbata Marks solely in connection with providing the Services through the Corbata Application (“License”). The License is non-transferable and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without Corbata’s prior written permission, which it may withhold in its sole discretion. The Corbata Marks may not be used in any manner that is likely to cause confusion.

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

You agree that you will not: (1) create any materials that incorporate the Corbata Marks or any derivatives of the Corbata Marks other than as expressly approved by Corbata in writing; (2) use the Corbata Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the Corbata Marks other than in accordance with the terms, conditions and restrictions herein; (3) take any other action that would jeopardize or impair Corbata’s rights as owner of the Corbata Marks or the legality and/or enforceability of the Corbata Marks, including, without limitation, challenging or opposing Corbata’s ownership in the Corbata Marks; (4) apply for trademark registration or renewal of trademark registration of any of the Corbata Marks, any derivative of the Corbata Marks, any combination of the Corbata Marks and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the Corbata Marks; (5) use the Corbata 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 Corbata's sole discretion. If you create any materials bearing the Corbata Marks (in violation of this Agreement or otherwise), you agree that upon their creation Corbata exclusively owns all right, title and interest in and to such materials, including without limitation any modifications to the Corbata Marks or derivative works based on the Corbata Marks. You further agree to assign any interest or right you may have in such materials to Corbata, and to provide information and execute any documents as reasonably requested by Corbata to enable Corbata to formalize such assignment.

Corbata respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials on the Corbata Application or Services infringe upon your copyrights, please visit Copyright Policy page for information on how to make a copyright complaint.

13. Disclaimers

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

Corbata does not provide transportation services, and Corbata is not a transportation carrier. It is up to the Chauffeur to decide whether or not to offer to drive a Rider who contacts the Chauffeur through the Corbata Application, and it is up to a Rider to decide whether to accept a ride from any Chauffeur contacted through the Corbata Application. We cannot ensure that a Chauffeur or Rider will complete an arranged transportation service. We have no control over the quality or safety of the transportation that occurs as a result of the Services.

The Corbata Application is provided on an "as is" basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the Corbata Application and/or the Services, including the ability to provide or receive Services at any given location or time. We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

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

We cannot guarantee that each Chauffeur or Rider is who he or she claims to be. Please use common sense when using the Corbata Application and Services, including looking at the photos of the Chauffeur or Rider you have matched with to make sure it is the same individual you see in person. Please note that there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication or other use or access of the Corbata Application by persons under the age of 18

in violation of this Agreement. We encourage you to communicate directly with each potential Chauffeur or Rider prior to engaging in an arranged transportation service.

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

Corbata expressly disclaims any liability arising from the unauthorized use of your User account. Should you suspect that any unauthorized party may be using your User account or you suspect any other breach of security, you agree to notify us as soon as possible.

It is possible for others to obtain information about you that you provide, publish or post to or through the Corbata Application (including any profile information you provide), send to other Users, or share during the Services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on the Corbata Application or through the Services. Please carefully select the type of information that you post on the Corbata Application 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 Corbata or made available through the Corbata Application, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third parties, whether on the Corbata Application or otherwise. We reserve the right, but we have no obligation, to monitor the materials posted on the Corbata Application and remove any such material that in our sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

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

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

This paragraph applies to any version of the Corbata Application that you acquire from the Apple App Store. This Agreement is entered into between you and Corbata. Apple, Inc. (“Apple”) is not a party to this Agreement and shall have no obligations with respect to the Corbata Application. Corbata, not Apple, is solely responsible for the Corbata Application and the content thereof as set forth hereunder. However, Apple and Apple’s subsidiaries are third party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof. This Agreement incorporates by reference Apple’s Licensed Application End User License Agreement, for purposes of which, you are “the end-user.” In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement shall control.

14. State and Local Disclosures

Certain jurisdictions require additional disclosures to you. We will make those disclosures through the Corbata Application or through other means.

15. Indemnity

You will defend, indemnify, and hold Corbata including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, managers, directors, governors, employees, agents, members or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of your use of the Corbata Application and participation in the Services, including: (1) your breach of this Agreement or any document it incorporates by reference; (2) your violation of any law or the rights of a third party, including, without limitation, Chauffeurs, Riders, other motorists, and pedestrians, as a result of your own interaction with such third party; (3) any allegation that any materials that you submit to us or transmit through the Corbata Application or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (4) your ownership, use or operation of a motor vehicle or passenger vehicle, including your provision of Services as a Chauffeur; 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.

16. Limitation of Liability

IN NO EVENT WILL CORBATA, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS (COLLECTIVELY “CORBATA” SOLELY FOR PURPOSES OF THIS SECTION), BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE CORBATA APPLICATION, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE CORBATA APPLICATION, THE SERVICES, OR THIS AGREEMENT,

HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT CORBATA HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR OTHER SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

17. Term and Termination

This Agreement is effective upon your creation of a User account. This Agreement may be terminated: a) by User, without cause, upon seven (7) days' prior written notice to Corbata; 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 Sections 9, 10 or 11 of this Agreement. In addition, Corbata may immediately terminate this Agreement, deactivate your User account and/or otherwise restrict your access to the Corbata Application in the event: (1) you no longer qualify to provide Services or to operate Riders' vehicles under applicable law, rule, permit, ordinance or regulation; (2) you fall below Corbata's star rating or cancellation threshold; (3) Corbata has the good faith belief that such action is necessary to protect the safety of the Corbata community or third parties, provided that in the event of an access restriction or deactivation pursuant to (1)-(3) above, you will be given notice of the potential or actual restriction or deactivation and an opportunity to attempt to cure the issue to Corbata's reasonable satisfaction prior to Corbata permanently terminating the Agreement. For all other breaches of this Agreement, you will be provided notice and an opportunity to cure the breach. If the breach is cured in a timely manner and to Corbata's satisfaction, this Agreement will not be permanently terminated. Sections 2, 7, 8 (with respect to the license), 9, 12-13, 15-20, and 21 shall survive any termination or expiration of this Agreement.

18. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

Please be advised: this Agreement contains provisions that govern how claims you and Corbata have against each other can be brought. These provisions will, with limited exception, require you to submit claims you have against Corbata to binding and final arbitration on an individual basis, not as a plaintiff or class member in any class, group or representative action or proceeding. If you are a Chauffeur, you have an opportunity to opt out of arbitration with respect to certain claims as provided below.

A. Agreement to Binding Arbitration Between You and Corbata.

YOU AND CORBATA MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, as set forth below. This agreement to arbitrate ("Arbitration Agreement") is governed by the Federal Arbitration Act and survives after the Agreement terminates or your relationship with Corbata ends. ANY

ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. Except as expressly provided below, this Arbitration Agreement applies to all Claims (defined below) between you and Corbata, including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders.

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

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

B. Prohibition of Class Actions and Non-Individualized Relief.

YOU UNDERSTAND AND AGREE THAT YOU AND CORBATA MAY EACH BRING CLAIMS IN ARBITRATION AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS ("CLASS ACTION WAIVER"). YOU UNDERSTAND AND AGREE THAT YOU AND CORBATA 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.

The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis.

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that the Class Action Waiver is unenforceable as to any Claims, the class, collective, and/or representative action on such Claims must be litigated in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible.

C. Private Attorney General Statute

Notwithstanding any other provision of this Agreement or the Arbitration Agreement, to the fullest extent permitted by law: (1) you and Corbata agree not to bring an action under Minn. Stat. § 8.31, subd. 3a in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, both you and Corbata agree that any such dispute shall be resolved in arbitration on an individual basis only, and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, “the Waiver”). Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of the Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of the Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from this Agreement; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Agreement or the requirement that any remaining Claims be arbitrated on an individual basis pursuant to the Arbitration Agreement; and (iii) any private attorney general statute 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 Waiver is unenforceable with respect to those Claims, the Parties agree that litigation of those Claims shall be stayed pending the outcome of any individual Claims in arbitration.

D. Rules Governing the Arbitration.

Any arbitration conducted pursuant to this Arbitration Agreement shall be administered by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules that are in effect at the time the arbitration is initiated, as modified by the terms set forth in this Agreement. Copies of these rules can be obtained at the AAA’s website (www.adr.org) (the “AAA Rules”) or by calling the AAA at 1-800-778-7879. Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules, but in no event shall the arbitrator consolidate more than one person’s Claims, or otherwise preside over any form of representative, collective, or class proceeding.

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

The arbitrator will decide the substance of all claims in accordance with applicable law, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Users, but is bound by rulings in prior arbitrations involving the same User 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:

- i. If you initiate arbitration under this Arbitration Agreement after participating in the optional Negotiation process described in subsection 18(I) below and are otherwise required to pay a filing fee under the relevant AAA Rules, Corbata agrees that, unless your claim is for \$5,000 or more, your share of the filing and arbitration fees is limited to \$50, and that, after you submit proof of payment of the filing fee to Corbata, Corbata will promptly reimburse you for all but \$50 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.
- ii. If Corbata initiates arbitration under this Arbitration Agreement, Corbata will pay all AAA filing and arbitration fees.
- iii. With respect to any Claims brought by Corbata against a Chauffeur, or for Claims brought by a Chauffeur against Corbata that: (a) are based on an alleged employment relationship between Corbata and a Chauffeur or Chauffeur applicant; (b) arise out of, or relate to, Corbata's actual deactivation of a Chauffeur's User account or a Chauffeur applicant's User account or a threat by Corbata to deactivate a Chauffeur's User account or a Chauffeur applicant's User account; (c) arise out of, or relate to, Corbata's actual termination of a Chauffeur's Agreement with Corbata under the termination provisions of this Agreement, or a threat by Corbata to terminate a Chauffeur's Agreement; or (d) arise out of, or relate to, Fares (as defined in this Agreement, including Corbata's commission on the Fares), tips, or average hourly guarantees owed by Corbata to Chauffeurs for Services, other than disputes relating to referral bonuses, other Corbata promotions, or consumer-type disputes (the subset of Claims in subsections 18(E)(iii)(a)-(d) shall be

collectively referred to as “Chauffeur Claims”), Corbata 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 Corbata pursuant to the fee provisions above). However, if you are the party initiating the Chauffeur Claim, you shall be responsible for contributing up to an amount equal to the filing fee that would be paid to initiate the claim in the court of general jurisdiction in the state in which you provide Services to Riders, unless a lower fee amount would be owed by you pursuant to the AAA Rules, applicable law, or subsection 18(E)(i) above. Any dispute as to whether a cost is unique to arbitration shall be resolved by the arbitrator.

- iv. Except as provided in Federal Rule of Civil Procedure 68 or any state equivalents, each party shall pay its own attorneys’ fees and pay any costs that are not unique to the arbitration (i.e., costs that each party would incur if the claim(s) were litigated in a court such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.).
- v. At the end of any arbitration, the arbitrator may award reasonable fees and costs or any portion thereof to you if you prevail, to the extent authorized by applicable law.
- vi. Although under some laws Corbata may have a right to an award of attorneys’ fees and non-filing fee expenses if it prevails in an arbitration, Corbata agrees that it will not seek such an award.
- vii. If the arbitrator issues you an award that is greater than the value of Corbata’s last written settlement offer made after you participated in good faith in the optional Negotiation process described in subsection 18(I) below, then Corbata will pay you the amount of the award or U.S. \$1,000.00, whichever is greater.

F. Location and Manner of Arbitration.

Unless you and Corbata agree otherwise, any arbitration hearings between Corbata and a Rider will take place in the county of your billing address, and any arbitration hearings between Corbata and a Chauffeur (whether past, present, or prospective, including a Chauffeur applicant) will take place in the county in which the Chauffeur provides or has provided Services or in which the Chauffeur applicant proposes to provide Services. If AAA arbitration is unavailable in your county, the arbitration hearings will take place in the nearest available location for a AAA arbitration. If your Claim is for \$10,000 or less, Corbata agrees that you may choose whether the arbitration will be 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 \$10,000, the right to a hearing will be determined by the AAA Rules.

G. Exceptions to Arbitration.

This Arbitration Agreement shall not require arbitration of the following types of claims: (1) small claims actions brought on an individual basis that are within the scope of such small claims court’s jurisdiction; (2) a representative action brought on behalf of others under a private attorney general statute, to the extent the 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 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, or Office of Federal Contract Compliance Programs, or similar local, state or federal agency, and nothing in this Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration, however you knowingly and voluntarily waive the right to seek or recover money damages of any type pursuant to any administrative complaint and instead may seek such relief only through arbitration under this Agreement. Nothing in this Agreement or Arbitration Agreement prevents your participation in an investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision.

H. Severability.

In addition to the severability provisions in subsection C, above, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

I. Opting Out of Arbitration for Chauffeur Claims.

As a Chauffeur, you may opt out of the requirement to arbitrate Chauffeur Claims defined in Section ii pursuant to the terms of this subsection. If you do not wish to be subject to this Arbitration Agreement with respect to Chauffeur Claims, you may opt out of arbitration with respect to such Chauffeur Claims by notifying Corbata in writing of your desire to opt out of arbitration for such Chauffeur Claims, which writing must be dated, signed and delivered by: (1) electronic mail to admin@corbata.com, 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:

Corbata, LLC
475 North Cleveland Ave., Suite 100
St. Paul, MN 55104]

In order to be effective, (A) the writing must clearly indicate your intent to opt out of this Arbitration Agreement with respect to Chauffeur 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 Corbata shall be bound by the terms of this Arbitration Agreement in full.

Cases may be filed in the future involving Chauffeur Claims. You should assume that there may in the future be lawsuits against Corbata alleging class, collective, and/or representative Chauffeur Claims in which the plaintiffs seek to act on your behalf, and which, if successful, could result in some monetary recovery to you. But if you do agree to arbitration of Chauffeur

Claims with Corbata under this Arbitration Agreement, you are agreeing in advance that you will bring all such claims, and seek all monetary and other relief, against Corbata in an individual arbitration provision. You are also agreeing in advance that you will not participate in, or seek to recover monetary or other relief, for such claims in any court action or class, collective, and/or representative action. You have the right to consult with counsel of your choice concerning this Arbitration Agreement and you will not be subject to retaliation if you exercise your right to assert claims or opt out of any Chauffeur Claims under this Arbitration Agreement.

J. Optional Pre-Arbitration Negotiation Process.

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

19. Confidentiality

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to Corbata’s business, operations and properties, including without limitation User information, disclosed to you by Corbata or, if you are a Chauffeur, obtained by you in connection with providing Services, (“Confidential Information”) for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to Corbata with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed to you or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of Corbata; becomes known to you, without restriction, from a source other than Corbata without breach of this Agreement by you and otherwise not in violation of Corbata’s rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that you shall provide prompt notice of such court order or requirement to Corbata to enable Corbata to seek a protective order or otherwise prevent or restrict such disclosure.

20. Chauffeur’s Relationship with Corbata

As a Chauffeur on the Corbata Application, you acknowledge and agree that you and Corbata are in a direct business relationship, and the relationship between the parties under this Agreement is solely that of independent contracting parties. You and Corbata expressly agree expressly agree

that (1) this is not an employment agreement and does not create an employment relationship between you and Corbata; and (2) no joint venture, franchisor-franchisee, partnership, or agency relationship is intended or created by this Agreement. You have no authority to bind Corbata, and you undertake not to hold yourself out as an employee, agent or authorized representative of Corbata.

Corbata does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including in connection with your provision of Services, your acts or omissions, or your operation and maintenance of your vehicle. Corbata does not control your schedule, and you retain the sole right to determine when, where, and for how long you will utilize the Corbata Application. With the exception of any minimum compensation rate(s) required by law or other governmental requirements, Corbata does not set your billing rate to Riders and you have the sole right to select the rate(s) you wish to charge, including the option to voluntarily participate in Corbata fare promotions (as further set forth in Section 4 above). You retain the option to accept or to decline or ignore a Rider's request for Services via the Corbata Application, or to cancel an accepted request for Services via the Corbata Application, subject to Corbata's then-current cancellation policies. With the exception of any signage required by law or permit/license rules or requirements, Corbata shall have no right to require you to: (a) display Corbata's names, logos or colors on your vehicle(s); or (b) wear a uniform or any other clothing displaying Corbata's names, logos or colors. You acknowledge and agree that you have complete discretion to provide Services or otherwise engage in other business or employment activities.

21. General

Except as provided in Section 18, this Agreement shall be governed by the laws of the State of Minnesota without regard to choice of law principles. This choice of law provision is only intended to specify the use of Minnesota law to interpret this Agreement and is not intended to create any other substantive right to non-Minnesotans to assert claims under Minnesota 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 hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement. You agree that this Agreement and all incorporated agreements may be assigned by Corbata, in our sole discretion by providing notice to you. Except as explicitly stated otherwise, any notices to Corbata shall be given by certified mail, postage prepaid and return receipt requested to Corbata, LLC, 475 North Cleveland Ave., Suite 100, St. Paul, MN 55104. Any notices to you shall be provided to you through the Corbata Application or given to you via the email address or physical you provide to Corbata during the registration process. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between you and Corbata 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 Corbata Application or Services, please contact our Customer Support Team through the Corbata Application or at admin@corbata.com.