

IQTAXI (“IQTAXI”) Driver TERMS OF USE

Welcome to IQTaxi! IQTaxi, Inc. (“**IQTaxi**”, “**we**”, “**us**”, or “**our**”) operates IQTaxi (both the mobile applications (each, an “Application”) and their associated websites (iqtaxi.com)) (the applicable website on which you are, a “**Site**”) as well as a number of related services (collectively, with the Applications and Sites, the “**Services**”). The following terms and conditions (the “**Terms of Use**”) form a binding agreement between you and us, whether or not you register as a “**Member**” or browse the Site or Services as a “**Visitor**”, where “**you**” or “**your**” refers to the person accessing or using the Sites or Services. Our Site and Services are designed to assist you in determining the availability of travel-related goods and services and to make legitimate requests, reservations, payments and to otherwise transact business with transportation providers (such travel services, “**Transportation Services**” and the providers, “**Transportation Providers**”).

Description of Service

IQTaxi is comprised of a mobile application (“Application”) and website located at www.iqtaxi.com (“Website”) that enables riders looking to hire taxi cabs and other for-hire vehicles (any such taxi or other for-hire vehicle, a “Taxi”) to, among other things, locate, hail and book Taxis, pay for their Taxi rides, and track all of their Taxi trips and expenses through a mobile device (together with the Application and Website, the “Service”). Using either the Application or the Website, you can store your profile information, set your tip preferences, and view all of your past trips and receipts.

IQTAXI DOES NOT PROVIDE TRANSPORTATION SERVICES AND IS NOT A TRANSPORTATION CARRIER. IT IS UP TO THE THIRD PARTY TRANSPORTATION PROVIDERS, DRIVER OR VEHICLE OPERATOR TO OFFER TRANSPORTATION SERVICES WHICH MAY BE SCHEDULED THROUGH USE OF THE IQTAXI APPLICATION OR WHITE LABEL APP SERVICES. WE OFFER INFORMATION AND A METHOD TO OBTAIN SUCH THIRD PARTY TRANSPORTATION SERVICES, BUT DO NOT AND DO NOT INTEND TO PROVIDE TRANSPORTATION SERVICES OR ACT IN ANY WAY AS A TRANSPORTATION CARRIER. WE HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY TRANSPORTATION SERVICES PROVIDED TO YOU BY SUCH THIRD PARTIES.

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING A SITE, DOWNLOADING AN APPLICATION OR USING THE SERVICES YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE ANY SITE OR SERVICE OR DOWNLOAD ANY APPLICATION. If you do not agree to all of these terms, our lawyers are unwilling to let us provide you with any Site or Services, and you have to cease access to the Sites and Services immediately and delete any Applications on your mobile devices.

Along the same lines, some Services may also be subject to additional guidelines, rules, or terms (“**Additional Terms**”). For example, we may offer sweepstakes, rewards, contests of skill, or promotions on the Site or through the Services that will be subject to terms located where we house the contest or otherwise posted on the Site or the Services. If there is any conflict between the Terms of Use and the Additional Terms, the Additional Terms take precedence in relation to that Service. The Additional Terms for such Services are hereby incorporated by reference into these Terms of Use.

THE TERMS OF USE REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE

REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. PLEASE NOTE THAT SEPARATE TERMS AND CONDITIONS WILL APPLY TO THE TRANSPORTATION SERVICES YOU BOOK, INCLUDING PAYMENT RATES AND CANCELLATION POLICIES THAT ARE SET BY THE MANY INDEPENDENT TRANSPORTATION PROVIDERS (“**TRANSPORTATION RULES**”) WORKING WITH IQTAXI.

We may at our sole discretion change, add, or delete portions of these Terms of Use at any time on a going-forward basis. It is your responsibility to check these Terms of Use for changes prior to use of the Site, and in any event your continued use of the Site following the posting of changes to these Terms of Use constitutes your acceptance of any changes. We will notify you of any such material changes by posting notice of the changes on the Site, and/or, in our sole discretion, by email.

1. USERS. You may simply browse the Site, or you may register with IQTaxi and create an account (“**Account**”). You must have an Account to order Transportation Services. If we believe or suspect that any information you provide us is not true,

accurate, current or complete, we may deny or terminate your access to the Site or Services (or any portion thereof). Visitors agree not to attempt to access Member areas of the Sites or Services.

2. ACCOUNTS. When you set up an Account, you are required to provide your name, mobile phone number, email address and select a password or PIN number (collectively, your “**Account Information**”), which you may not transfer to or share with any third parties. You agree to only provide us with true, accurate, current and complete information for your Account and/or Bookings (as defined below). If someone accesses our Site or Services using your Account Information, we will rely on that Account Information and will assume that it is really you or your representative who is accessing the Site and Services. You are solely responsible for any and all use of your Account Information and all Bookings and activities that occur under or in connection with the Account. Without limiting any rights which we may otherwise have, we reserve the right to take any and all action, as it deems necessary or reasonable, to ensure the security of the Site and your Account, including without limitation terminating your Account, changing your password, or requesting additional information to authorize transactions on your Account. You agree to be responsible for any act or omission of any users that access the Site or Services under your Account Information that, if undertaken by you, would be deemed a violation of these Terms of Use. In no event and under no circumstances will IQTaxi be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction of IQTaxi under this provision, (ii) any compromise of the confidentiality of your Account or password, and (iii) any unauthorized access to your Account or use of your password. You may not use anyone else’s Account at any time, without the permission of the Account holder. Please notify us immediately if you become aware that your Account Information is being used without authorization. You agree not to register for more than one Account, register for an Account on behalf of an individual other than yourself without such individual’s authorization, or register for an Account on behalf of any group or entity.

3. PRICING. In some cases, we will charge you booking fees and/or usage fees for using our Services to book and/or use Transportation Services. We also reserve the right to charge you fees for certain auxiliary services (such as placing a Booking by telephone, paying for Transportation Services through our Services or selecting premium options for your

Transportation Services) or for goods or services associated with our product offerings or campaigns. Any rates or fees presented to you via the Site or Services prior to your booking your Transportation Services is provided solely for your convenience and may not include additional charges such as taxes and payment fees. You should not rely on these estimates in any way; you will be fully liable for payment of the actual fees assessed by the relevant Transportation Provider each time you book a trip and receive Transportation Services. None of these rates are a guaranteed price bid or a comprehensive price quote. Various factors, including, without limitation, wait time, gratuity, taxes, fees, tolls, additional Drivers, baggage charges, other additional charges, or variations in ground conditions may result in a higher rate than the original estimated rate presented to you when you searched for a ride or booked a ride via the Sites or Services. If you change the final destination of your trip, or include stops or additional Drivers along the way, a higher base fare will apply. All new or additional charges will be presented in detail to you on the e-receipt available via the Services.

4. BOOKINGS. These Terms of Use, together with any additional terms on the Site and any applicable Transportation Rules, shall govern any booking you make through the Site or Services (or by phone) for Transportation Services (such booking, a “**Booking**”). In the unlikely event, we or the applicable Transportation Provider cannot fulfill the Booking, we will use commercially reasonable efforts to contact you via the contact information associated with your Account at the time of the Booking. You understand that a violation of Transportation Rules may result in cancellation of your Booking(s), in your being denied access to any Booking, or in your forfeiting any monies paid for such reservation(s) or purchase; you hereby authorize us to debit your account (via the method of payment associated with your account) for any costs we incur as a result of such violation. The total cost of the Booking will include the fare, gratuity, taxes, wait time fees, tolls, and any other charges that you, or a Transportation Provider submit to IQTaxi. We reserve the right to charge a fee for payments made through the Services, and the Transportation Provider may also charge you a usage fee in connection with your booking and payment through the Services. Any information related to the times for Transportation Services (including arrival time of a Transportation Provider) is solely an estimate and provided for your convenience, the actual arrival time is subject to a number of factors outside our control, including the actions of the Transportation Provider, weather and traffic.

5. PAYMENT. Although we do not provide Transportation Services, we want to let you leave home with just your mobile phone. As a result, we permit you to pay for any Transportation Services through our Services, although certain

Transportation Providers require us to charge for their Transportation Services through the Services. If permitted by the Transportation Provider, you may also pay the Transportation Provider with cash or credit card directly. To pay for Transportation Services through our Services, you will need to provide IQTaxi with the payment information necessary to process a Booking from you prior to you being able to place a Booking. By submitting your payment information to us, you authorize us to charge the applicable payment method at our convenience but within thirty (30) days of your placing the Booking. You represent that you will not use any credit card or other form of payment unless you have all necessary authorization to do so. IQTaxi may seek authorization of your credit card to validate your ability to pay the applicable charges at the time that you initiate booking. The authorization is not a charge, however, the authorization may reduce your available credit by the

authorization amount until your bank's next processing cycle. If you do not elect to use the payment methods through our Services, you will be responsible for all fees arising from the Transportation Services you order through our Services. If you choose to pay the Transportation Provider directly for Transportation Services, we reserve the right to charge a booking fee and/or usage fee for our Services to the credit card you have on file with us, and you hereby authorize such charges.

6. PROMOTIONS, GIFT CARDS AND REFERRALS.

- a. From time to time, we may elect to run or otherwise make available promotional offers, deals and/or codes for the Site and Services. Unless otherwise indicated on the Site, we may establish and modify, in our sole discretion, the terms of such offer and suspend or end such offer at any point, with or without notice to you. We reserve the right, in our sole discretion, to reject or refuse to honor any special deal or promotional code you submit to, or otherwise attempt to redeem on, the Site or Services. Promotional codes are generally limited to one use per customer. We may post additional terms of a promotion on the Site.
- b. By referring your friends to IQTaxi, you may participate in the IQTaxi Referral Program (the “**Program**”), which is a loyalty program we offer to our Members. If you choose to participate in the Program, for each friend you refer to IQTaxi for which a Qualifying Referral (defined below) is completed, you may be able to receive credits toward future Bookings. In order to receive a Reward (defined below), each of the following requirements must be met (collectively, a “**Qualifying Referral**”): (i) you must log in to your Account on the Site and select the “Earn Free Rides” option; (ii) you must share the code provided with friends via Facebook and Twitter, by copying and pasting the unique referral code generated via the Services, or by sending the unique referral code generated via the Services in an email or SMS message to your friends; (iii) a friend who clicks the link on Facebook, Twitter or otherwise or clicks the link contained in the email or SMS must create an Account with us, input your unique referral code in the “Promo Code” section and successfully complete a ride similar transaction through the Services. Gift certificate purchases are not Qualifying Referrals. Satisfaction of a Qualifying Referral and the applicable referral credits (“**Rewards**”) you receive will be reflected in your Account in a commercially reasonable amount of time after the Qualifying Referral has been completed. The Rewards you accrue will be displayed on your Account page. Rewards can be accrued solely by you and you may not earn Rewards by permitting another individual to use your Account. Rewards accrued in multiple Accounts may not be combined into one Account. You may not earn Rewards by creating multiple Accounts. You may not post your unique referral link on any public forum or coupon site, doing so will result in the reversal of any Rewards earned and may result in your account becoming suspended. By acquiring Rewards, you agree and acknowledge that IQTaxi is granting you a limited, revocable license to a digital item, and that Rewards are not your personal property. You may not obtain any cash or money in exchange for Rewards. Except as explicitly provided herein, Rewards are non-transferable. Members are responsible for keeping track of the Rewards in their Accounts. We may terminate the Program at any time with or without notice to you, at which point your license to Rewards will terminate.
- c. You may purchase IQTaxi gift cards through the Services (“Giftcards”). Giftcards can be redeemed for Transportation Services solely through the Services. Giftcards cannot be redeemed for cash or credit except where required by law. IQTaxi is not responsible for lost or stolen Giftcards. Risk of loss and title for Giftcards pass to the purchaser upon electronic transmission to the recipient. For avoidance of doubt, the recipient may not always be you.

IQTaxi reserves the right to close accounts and request alternative forms of payment if a Giftcard is fraudulently obtained or used on the Service.

7. CANCELLATIONS OR NO-SHOWS. Any cancellations or no-shows will be governed by our policies and/or the applicable Transportation Provider's Transportation Rules. Additionally, certain Bookings have specific cancellation windows and you

will be charged if you fail to show for a booking and fail to cancel the reservation within the cancellation window. The Transportation Rules and associated fees may vary by Transportation Provider. Without limiting the foregoing, IQTaxi also reserves the right to charge you cancellation fees and/or no-show fees. Depending on the Transportation Services booked and the circumstances of the cancellation or no-show, such fees range from a flat-fee to the full quoted fare. You hereby authorize any such charges and fees.

8. BANK FEES. Some banks and credit cards impose fees for international transactions. If you are making a booking from outside of the United States on a US credit card, your bank may convert the payment amount to your local currency and charge you a conversion fee. This means the amount listed on your credit or bank card statement may be in your local currency. In addition, a foreign transaction fee may be assessed if the bank that issued your credit card is located outside of the United States. The currency exchange rate and foreign transaction fee is determined solely by your bank on the day that they process the transaction. If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank.

9. MOBILE SERVICES.

a. By accessing and using the Services you acknowledge and agree that you may receive certain communications from the Services (such as SMS, text messages, emails, or other electronic communications means, collectively "**Mobile Communications**"). Please note that by accessing and using the Services, or by using certain mobile or Site features, such as receiving or sending Mobile Communications via your mobile device, you may incur fees from the provider or carrier of the mobile services that you use ("**Carrier**") and you are solely responsible for the payment of such fees.

b. Personal and Sensitive Information: Personal and sensitive user data includes, but isn't limited to, personally identifiable information, financial and payment information, authentication information, phonebook, contacts, device location, SMS and call related data, microphone, camera, and other sensitive device or usage data.

While you are using our app services, through the use of device locations services, we collect only the GPS location of the device and transmit it over HTTPS to the registered base, in order for the corresponding base to dispatch trips to be completed by the driver that is near distance by the requesting trip, in order to be serviced. At no point we save these app locations, nor we transmit it or sell it to a third party, online or at a later time.

When you use our Services, we may also collect location information from the GPS functionality on your device. You hereby authorize us and our Services to take such actions and access such data. You can grant or revoke your consent at any time and prevent us from continuing to access your GPS information by changing the settings on your device. You hereby authorize the Application to access such components of your mobile device. If you choose to include in your Content information about your actual location (including location-related information provided by your Carrier or applications), you acknowledge and agree that (a) such information will be made available to Transportation Providers when you request Transportation Services; and (b) IQTaxi merely makes this information available upon your request and is not responsible for the correctness of such information and any use of such information by third parties, including Transportation Providers.

check with your carrier to find out what plans are available and how much they cost. All charges are billed by and payable to your mobile service provider. At any time, you may text STOP to cancel or HELP for customer support information. We will not be liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from your mobile service operator.

d. To improve the experience associated with the Services, IQTaxi has integrated with or partnered with specific partner mobile applications. Certain features of the Services require access to partner applications on your mobile device. When you install our Application, you hereby authorize our Application to access other components on your device to determine whether specific partner applications have been installed on your mobile device. The Application will then transmit that information back to our servers. **BY INSTALLING OUR APPLICATION, YOU CONSENT TO SUCH COLLECTION AND TRANSMISSION.**

e. Maps. Certain features of the Services require access to and use of your device's maps features or other third party maps. Although you may decide whether or not to use these features, any use of those features will be subject to the terms and conditions applicable to such maps and application. By using the Services, and depending on your device's operating system, you may also agree to the Google Maps end-user terms located at http://www.google.com/intl/en_ALL/help/terms_local.html (as may be changed from time to time by Google). It is your

sole responsibility to review the terms and conditions that apply to Google Maps before using it; this Agreement does not apply to any activities conducted via the Google Maps site. Likewise, by using Services, you may also agree to the Apple end-user terms located at <http://www.apple.com/legal/sla/> (as may be changed from time to time by Apple). It is your sole responsibility to review the terms and conditions that apply to Apple mobile devices before using it.

10. INTERNATIONAL. Although most travel, including travel to international destinations, is completed without incident, travel in certain destinations may involve greater risk than others. We urge you to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to using Transportation Services in international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at a number of websites, including www.state.gov, www.tsa.gov, www.dot.gov, www.faa.gov, www.cdc.gov, www.treas.gov/ofac and www.customs.gov. **BY OFFERING TRANSPORTATION SERVICES INTERNATIONALLY, IQTAXI DOES NOT REPRESENT OR WARRANT THAT SUCH SERVICES ARE ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRANSPORTATION SERVICES IN SUCH DESTINATIONS.**

11. OWNERSHIP. You understand and acknowledge that the software, code, proprietary methods and systems used to provide the Site or Services ("Our Technology") are: (i) copyrighted by us and/or our licensors under United States and international copyright laws; (ii) subject to other intellectual property and proprietary rights and laws; and (iii) owned by us or our licensors. Our Technology may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and the prior written permission of our applicable licensors. You must abide by all copyright notices, information, or restrictions contained in or attached to any of Our Technology. Nothing in these Terms of Use grants you any right to receive delivery of a

copy of Our Technology or to obtain access to Our Technology except as generally and ordinarily permitted through the Site according to these Terms of Use. Furthermore, nothing in these Terms of Use will be deemed to grant, by implication, estoppel or otherwise, a license to Our Technology. Certain of the names, logos, and other materials displayed on the Site or in the Services constitute trademarks, tradenames, service marks or logos (“**Marks**”) of IQTaxi or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities. Any use of third party software provided in connection with the Site or Services will be governed by such third parties’ licenses and not by these Terms of Use.

12. MOBILE APPLICATION.

a. License. Subject to your compliance with the Terms of Use, IQTaxi grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Application on a mobile device that you own or control and to run such copy of the Application solely to access the Service for your own internal purposes. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store (an “**App Store Sourced Application**”), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (ii) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service.

b. App Stores. You acknowledge and agree that the availability of the Application and the Services is dependent on the third party from whom you received the Application license, e.g., the Apple iPhone or Android app stores (“**App Store**”). You acknowledge that these Terms of Use are between you and IQTaxi and not with the App Store. IQTaxi, not the App Store, is solely responsible for the Services and Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g. product liability, legal compliance, or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Application or Services. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third party terms of agreement (e.g., the App Store’s terms and policies) when using the Application and the Services. You acknowledge that the App Store (and its subsidiaries) are third party beneficiaries of the Terms of Use and will have the right to enforce them.

c. App Store Sourced Application. The following applies to any App Store Sourced Application:

1. You acknowledge and agree that (i) the Terms of Use are concluded between you and IQTaxi only, and not Apple, and (ii) IQTaxi, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store terms of service.
2. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.
3. In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price

for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between IQTaxi and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of IQTaxi.

4. You and IQTaxi acknowledge that, as between IQTaxi and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

5. You and IQTaxi acknowledge that, in the event of any third party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between IQTaxi and Apple, IQTaxi, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms of Use.

6. You and IQTaxi acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of the Terms of Use as related to your license of the App Store Sourced Application, and that, upon your acceptance of the Terms of Use and conditions of the Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms of Use as related to your license of the App Store Sourced Application against you as a third party beneficiary thereof.

7. Without limiting any other terms of the Terms of Use, you must comply with all applicable third party terms of agreement when using the App Store Sourced Application.

d. Certain software code incorporated into or distributed with the Application may be licensed by third parties under various "open-source" or "public-source" software licenses (such as the GNU General Public License, the GNU Lesser General Public License, the Apache License, the Berkeley Software Distribution License, and the Sun Public License) (collectively, the "**Open Source Software**"). Notwithstanding anything to the contrary in this EULA, the Open Source Software is not licensed under Section 12(a) and instead is separately licensed pursuant to the terms and conditions of their respective open-source software licenses. You agree to comply with the terms and conditions of such open-source software license agreements.

13. RULES REGARDING INFORMATION AND OTHER CONTENT. When you access the Site and/or Services, you obtain access to various kinds of information and materials, all of which we call "**Content**". You are entirely responsible for each individual item of Content that you post, publish, submit or make available on a Site or through the Services, and, as between you and us, you retain ownership and any intellectual property rights in the Content you post. You grant us a non-exclusive, royalty-free, fully paid, fully sublicenseable, worldwide license, under any and all of your copyright and other intellectual property rights related to that Content. You agree that any such Content or any derivative works thereof, except for

any personally identifiable information you submit in regards to your Account or an Booking, may be disseminated, distributed, publicly displayed, reproduced, used, sublicensed, posted, or published by us, and searched, displayed, printed or otherwise used or exploited by our customers. To the extent you include personally identifiable information in forums on the Site, we will not be liable for such disclosure. We do not grant you any rights in any Content available on the Site or the Services (other than your own submitted Content), except to use any such Content for your personal and non-commercial use.

You agree not to revise Content posted by others, and you represent and warrant that you will not post or use any Content in any manner that:

- a. Infringes the copyright, trademark, trade secret, or other intellectual property or proprietary right of others;
- b. Violates the privacy, publicity, or other rights of third parties or any other law, statute, ordinance or regulation;
- c. Is false or inaccurate or becomes false or inaccurate at any time;
- d. Is discriminatory, unlawful, tortious, obscene, fraudulent, defamatory, harmful, threatening, pornographic, indecent, vulgar, harassing, discourteous, hateful, abusive or racially, ethnically, religiously, sexually or otherwise offensive, as determined by us in our sole discretion;
- e. Discloses or provides information protected under any law, agreement or fiduciary relationship, including but not limited to proprietary or confidential information of others;
- f. Misrepresents your identity in any way;
- g. Contains any viruses, Trojan horses, spyware, malware, worms, time bombs, cancelbots, or other disabling devices or other harmful component intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- h. Advocates or encourages any illegal activity; or
- i. Has the potential to create liability for us or cause us to violate the requirements of or to lose the services, in whole or in part, of our Internet service providers or other suppliers.

Though we strive to enforce these rules with all of our users, you may be exposed through the Site or Services to Content that violates our policies or is otherwise offensive. You access the Site and Services at your own risk. We may, but are not obligated to, remove Content from the Site for any reason, including if we determine or suspect that such Content violates these Terms of Use. We are merely acting as a passive conduit for such distribution and we take no responsibility for your exposure to Content on the Site or through the Services whether it violates our content policies or not.

14. GENERAL RULES OF USER CONDUCT. It is our goal to make access to our Site and Services a good experience for all of our users. You agree not to, and represent and warrant that you will not use, reproduce, duplicate, copy, sell, resell or exploit any portion of the Site or Services, your use of the Site or Services, or access to the Site or Services for any purposes

other than for which the Site or Services are being provided to you, or do any of the following:

- a. Conduct or promote any illegal activities while using the Site or Services;
- b. Upload, distribute or print anything that may be harmful to minors;
- c. Attempt to reverse engineer or jeopardize the correct functioning of the Site or Services, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies the Site or Services;
- d. Attempt to gain access to secured portions of the Site or Services to which you do not possess access rights;
- e. Upload or transmit any form of virus, worm, Trojan horse, or other malicious code;
- f. Use the Site or Services to generate unsolicited email advertisements or spam;
- g. Use the Site or Services to stalk, harass or harm another individual;
- h. Use any high volume automatic, electronic or manual process to access, search or harvest information from the Site or Services (including without limitation robots, spiders or scripts);
- i. Interfere in any way with the proper functioning of the Site and Services or interfere with or disrupt any servers or networks connected to the Site or Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site or Services;
- j. Use any robot, spider, other automatic device, or manual process to extract, "screen scrape," monitor, "mine," or copy any static or dynamic web page on the Site or the Content contained on any such web page for commercial use without our prior express written permission;
- k. Impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or
- l. Mirror or frame the Site or any Content, place pop-up windows over its pages, or otherwise affect the display of its pages.

You must provide all equipment and software necessary to connect to the Services, including but not limited to, a mobile device that is suitable to connect with and use the Services, in cases where the Services offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

15. FEEDBACK. In the event that you provide us any ideas, thoughts, criticisms, suggested improvements or other feedback related to the Site or the Services (collectively "Feedback"), you agree we may use the Feedback to modify our Services and that you will not be due any compensation, including any royalty related to the product or service that incorporates your Feedback. You grant to us a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, offer for sale, make, have made and otherwise exploit the Feedback in any form, media,

or technology, whether now known or hereafter developed, and to allow others to do the same. This is true whether you provide the Feedback on the Site or through any other method of communication with us, unless we have entered into a separate agreement with you that provides otherwise.

16. MODIFICATIONS TO THE SITE OR SERVICES. We reserve the right to modify or discontinue the Site or Services with or without notice to you. We will not be liable to you or any third party should we exercise our right to modify or discontinue the Site and/or Services. If you object to any such changes, your sole recourse will be to cease access to the Site or Services. Continued access to the Site or Services following notice of any such changes will indicate your acknowledgement of such changes and satisfaction with the Site or Services as so modified. You agree that we, in our sole discretion, may immediately terminate your access to the Site and Services at any time, for any reason, in our sole discretion. If you want to terminate any Services, you may do so by (a) notifying us at any time and (b) deleting the Application from your mobile device and closing your Account for all of the Services that you use. Your notice should be sent, in writing, to our address set forth below. **YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SITE OR SERVICES. TERMINATION OF YOUR ACCOUNT WILL IN NO WAY MODIFY, CHANGE OR VOID ANY PAYMENT OBLIGATIONS YOU MAY HAVE INCURRED THROUGH YOUR USE OF THE SITE OR ANY SERVICES, WHETHER SUCH OBLIGATION IS TO US OR A THIRD PARTY.**

17. PRIVACY. We know that your privacy is important. For this reason, we have created a privacy policy that describes our collection, use and disclosure practices regarding any personal information that you provide to us. The security of your personal information is important to us. While there is no such thing as “perfect security” on the Internet, we will take reasonable steps to help ensure the safety of your personal information. However, you understand and agree that such steps do not guarantee that the Site and the Services are invulnerable to all security breaches or immune from viruses, security threats or other vulnerabilities. IQTaxi reserves the right to cooperate with local, state, provincial and national authorities in investigations of improper or unlawful activities and this may require the disclosure of your personal information. We may also report to other organizations about improper or unlawful user activities and this reporting may include disclosure of personal information relating to those individuals conducting such improper or unlawful activities.

18. THIRD PARTY CONTENT. Content from other users, suppliers, advertisers, and other third parties may be made available to you through the Site and/or the Services. Because we do not control such content, you agree that we are not responsible for any such content. We do not make any guarantees about the accuracy, currency, suitability, or quality of the information in such content, and we assume no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content made available by other users, advertisers, and other third parties or violation of any third party rights related to such content. The Site and Services may contain links to websites not operated by us. We are not responsible for the content, products, materials, or practices (including privacy practices) of such websites. Certain features of the Services require access to and use of your device’s maps features or other third party maps. Although you may decide whether or not to use these features, any use of those features will be subject to the terms and conditions applicable to such maps and application. By using the Services, and depending on your device’s operating system,

you may also agree to the Google Maps end-user terms located at http://www.google.com/intl/en_ALL/help/terms_maps.html (as may be changed from time to time by Google). It is your sole responsibility to review the terms and conditions that apply to Google Maps before using it; these Terms of Use do not apply to any activities conducted via the Google Maps site. Likewise, by using the Services, you may also agree to the Apple end-user terms located at <http://www.apple.com/legal/sla/> as may be changed from time to time by Apple). It is your sole responsibility to review the terms and conditions that apply to Apple mobile devices before using it.

19. THIRD PARTY WEBSITES. The Services may contain links to third-party websites (“**Third-Party Websites**”) and advertisements for third parties (collectively, “**Third-Party Websites & Ads**”). When you click on a link to a Third-Party Website or Ad, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites are not under the control of IQTaxi. IQTaxi is not responsible for any Third-Party Websites & Ads. IQTaxi provides these Third-Party Websites & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites & Ads, or their products or services. You use all links in Third-Party Websites & Ads at your own risk. When you leave our Website, our Terms of Use and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party

20. DISCLAIMER OF WARRANTIES. THIS SITE AND ALL CONTENT AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE ARE PROVIDED BY IQTAXI “WITH ALL FAULTS” AND ON AN “AS IS” AND “AS AVAILABLE” BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. IQTAXI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE CONTENT OR SERVICES INCLUDED ON, OR OTHERWISE MADE AVAILABLE TO YOU THROUGH, THIS SITE, UNLESS OTHERWISE SPECIFIED IN WRITING, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ACCURACY. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

We make no warranty that the Site or Services or Transportation Services will meet your requirements, or that the Site and/or Services will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Site or Services (including Transportation Services), or that defects in the Site or Services will be corrected. You understand and agree that you will be solely responsible for any damage to your computer or loss of data that results from the download of any material and/or Content. No advice or information, whether oral or written, obtained by you from us through the Site, Services, Transportation Services or otherwise will create any warranty, representation or guarantee not expressly stated in these Terms of Use.

21. LIMITATION OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY WILLING TO PROVIDE ACCESS TO THE SITE AND SERVICES IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND TO THIRD PARTIES.

WE WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND TRANSPORTATION PROVIDERS, OR FOR ANY ISSUE RELATED TO TRANSPORTATION

SERVICES. THE TRANSPORTATION PROVIDERS ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF IQTAXI. WE ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH TRANSPORTATION PROVIDERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. WE HAVE NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OR OTHER CAUSES BEYOND OUR DIRECT CONTROL, INCLUDING THE ACTS OF TRANSPORTATION PROVIDERS, AND WE HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR AUTHORITY.

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE OR OUR OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, LOST OPPORTUNITIES, OR BUSINESS INTERRUPTIONS OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY), ARISING OUT OF OR RELATED TO YOUR USE OF OR ACCESS TO, OR THE INABILITY TO USE OR TO ACCESS, THE SITE OR THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SITE OR THE SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE AND THE SERVICES. OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE SITE OR THE SERVICES IS LIMITED, IN AGGREGATE,

TO THE GREATER OF (I) THE TOTAL AMOUNT OF FEES WE RECEIVE FROM YOUR BOOKINGS IN THE THREE (3) MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO OUR LIABILITY AND (II) TEN DOLLARS (U.S. \$10.00). Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages.

Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law. Without limiting the foregoing, under no circumstances WILL WE or our licensors be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond our reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, OR non-performance of third parties. IQTaxi shall not be liable for circumstances beyond its control including but not limited to weather, road conditions and breakdowns. IQTaxi assumes no responsibility for lost or damaged baggage, personal belongings, or any items left in a vehicle. Some states do not allow exclusion of implied warranties, so these exclusions may not apply in individual cases. You may have additional rights that vary from state to state. To the extent that we may not, as a matter of applicable

law, disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such applicable law.

22. INDEMNIFICATION. You agree to indemnify, defend and hold harmless IQTaxi, our parents, subsidiaries, affiliates, officers, directors, co-branders and other partners, employees, consultants and agents, from and against any and all thirdparty claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from: (i) your use of the Transportation Services, Site or Services (except to the extent prohibited by law); (ii) your violation of these Terms of Use; (iii) your violation of any rights of any other person or entity; (iv) any Content you submit to the Site or Services; or (v) any viruses, Trojan horses, worms, time bombs, spyware, malware, cancelbots or other similar harmful or deleterious programming routines input by you into the Site or Services.

23. RELEASE. You hereby release IQTaxi, its officers, employees, agents and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, that is either directly or indirectly related to or arises from (i) your use of the Site, or (ii) your purchase or use of any Transportation Services. You hereby waive California Civil Code Section 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor" and you waive any other similar provision of the laws of any other applicable jurisdiction. You understand that IQTaxi does not currently conduct criminal background checks on its Transportation Providers. IQTaxi makes no representations or warranties as to the conduct of Transportation Providers.

24. COPYRIGHT VIOLATIONS. We respect the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our copyright agent the following information:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b. A description of the copyrighted work that you claim has been infringed;
- c. A description of where the material that you claim is infringing is located on the Site or Services;
- d. Your address, telephone number, and email address;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our copyright agent for notice of claims of copyright infringement on the Site or the Services can be reached by mail at: Copyright Agent, IQTaxi, Inc., 22-66 21st Street, Astoria NY 11105 or by email at info@iqtaxi.com.

25. ELECTRONIC COMMUNICATIONS. We can only give you the benefits of our service by conducting business through the Internet, and therefore we need you to consent to our giving you Communications electronically. This Section 25 informs you of your rights when receiving Communications from us electronically. For contractual purposes, you (i) consent to receive communications from us in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, documents, disclosures, and other communications (“**Communications**”) that we provide to you electronically satisfy any legal requirement that such Communications would satisfy if it were in writing. Your consent to receive Communications and do business electronically, and our agreement to do so, applies to all of your interactions and transactions with us. The foregoing does not affect your non-waivable rights. You may also receive a copy of these Terms of Use by accessing this Site. You may withdraw your consent to receive Communications electronically by contacting us in the manner described below. If you withdraw your consent, from that time forward, you must stop using the Site and Services. The withdrawal of your consent will not affect the legal validity and enforceability of any obligations or any electronic Communications provided or business transacted between us prior to the time you withdraw your consent. Please keep us informed of any changes in your email or mailing address so that you continue to receive all Communications without interruption.

26. GENERAL TERMS. You are responsible for compliance with all applicable laws. The Terms of Use and the relationship between you and IQTaxi will be governed by the laws of the Commonwealth of Virginia, without giving effect to any choice of laws principles that would require the application of the laws of a different country or state. You consent to personal jurisdiction and venue in, and agree to service of process issued or authorized by, any court located in Fairfax County, Virginia. These Terms of Use are personal to you, and you may not transfer, assign or delegate your right and/or duties under these Terms of Use to anyone else and any attempted assignment or delegation is void. You acknowledge that we have the right hereunder to seek an injunction, if necessary, to stop or prevent a breach of your obligations hereunder. The paragraph headings in these Terms of Use, shown in boldface type, are included only to help make these Terms of Use easier to read and have no binding effect. Any delay or failure by us to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. No waiver by us will have effect unless such waiver is set forth in writing, signed by us; nor will any such waiver of any breach or default constitute a waiver of any subsequent breach or default. These Terms of Use constitute the complete and exclusive agreement between you and us with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements. If for any reason a court of competent jurisdiction finds any provision of these Terms of Use, or portion thereof, to be unenforceable, that provision of the Terms of Use will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of these Terms of Use will continue in full force and effect.

27. ARBITRATION AGREEMENT AND JURY TRIAL WAIVER, CLASS ACTION WAIVER, AND FORUM SELECTION CLAUSE.

a. Any claim or dispute (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms where the total amount of the award sought is less than Five Thousand U.S. Dollars (US \$5,000.00) may be resolved in a cost effective manner through binding non-appearance-based arbitration, at the option of the party seeking relief.

Such arbitration shall be initiated through an established alternative dispute resolution provider (“**ADR Provider**”) that offers arbitration as set forth in this section and under the rules of such ADR Provider, except to the extent such rules are in conflict with the Terms. The party demanding arbitration will propose an ADR Provider and the other party shall not unreasonably withhold consent to use such ADR Provider. The ADR Provider and the parties must comply with the following rules: (1) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (2) all arbitration proceedings shall be held in English; (3) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed to by the parties; and (4) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney fees) and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the ADR Provider.

Notwithstanding the foregoing, the Company may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction. Please note that the laws of the jurisdiction where you are located may be different from Virginia law, including the laws governing what can legally be sold, bought, exported, offered or imported. You shall always comply with all the

international and domestic laws, ordinances, regulations and statutes that are applicable to your use of the Company Properties.

b. Any other dispute (including whether the claims asserted are arbitrable) shall be referred to and finally determined by binding and confidential arbitration. Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from the American Arbitration Association (“AAA”). As modified by the Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively “**Rules and Procedures**”).

c. You are thus GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

d. You and the Company must abide by the following rules: (i) ANY CLAIMS BROUGHT BY YOU OR THE COMPANY MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (ii) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (iii) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, the Company will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation; (iv) the Company also reserves the right in its sole and exclusive discretion to assume responsibility for all of the costs of the

arbitration; (v) the arbitrator shall honor claims of privilege and privacy recognized at law; (vi) the arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for the purposes of enforcement of the arbitration award; (vii) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (viii) each side pays its own attorneys' fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses, and then in such instance, the fees and costs awarded shall be determined by applicable law.

e. The arbitral proceedings, and all pleadings and written evidence will be in the English language. Any written evidence originally in a language other than English will be submitted in English translation accompanied by the original or true copy thereof. The English language version will control. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator will not have authority to award damages in excess of the amount, or other than the types, allowed by Section 12 of the Terms. Judgment on the award of the arbitrator may be entered by any court of competent jurisdiction. The arbitrator also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief it deems just and equitable and within the scope of the Terms, including, without limitation, an injunction or order for specific performance. The arbitration award shall be final and binding upon the parties without appeal or review except as permitted by Virginia law or United States federal law.

f. Notwithstanding the foregoing, either you or the Company may bring an individual action in small claims court. Further, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the state or federal courts located in Fairfax County Virginia. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief before the state or federal courts located in Fairfax County Virginia, in order to maintain the status quo pending arbitration, and hereby agree to submit to the exclusive personal jurisdiction of the courts located within Fairfax County Virginia for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

g. With the exception of (d) (i) and (ii) above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, either (d)(i) or (ii) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor the Company shall be entitled to arbitration. If for any reason, a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court in Fairfax County Virginia. By using the Company Properties in any manner, you agree to the above arbitration provision.

h. For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800778-7879 or visit the AAA website at ADR.org.

28. SURVIVAL. Sections 2, 4, 5, 7, and 11 through 29, as well as any other limitations on liability explicitly set forth herein and our proprietary rights in and to the Site, Content, Our Technology and the Services, will survive the expiration or termination of these Terms of Use for any reason.

29. NOTICE; VIOLATIONS. We may give notice to you by email, a posting on the Site, or other reasonable means. You must give notice to us in writing via email to support@iqtaxi.com or as otherwise expressly provided. Please report any violations of these Terms of Use to support@iqtaxi.com. If you have any questions or concerns about our Site, your Booking, or anything else, please send an e-mail to support@iqtaxi.com.

LAST UPDATED May 9, 2017

SMS SHORTCODE TERMS OF USE

By agreeing to the IQTaxi Terms of Use as detailed above, you agree to Terms of Use related to the use of SMS short codes, per the US Short Codes registration organization.

If you agree within the Application or Website to receive standard rate text messages from or with respect to the Service, you may receive an initial text message during the account registration process containing a confirmation code, and you may have the option to receive text messages from IQTaxi containing your receipts. Message and data rates may apply. Message frequency based upon use. Text messaging is not available in all areas. Not all mobile devices may be supported. IQTaxi is not responsible for the successful delivery or any delays in your receipt of text messages. IQTaxi reserves the right to suspend or terminate this feature, in its sole and absolute discretion, at any time, with or without notice to you.

Privacy Policy for IQTaxi/IQTaxi Services

Welcome to IQTaxi! IQTaxi, Inc. (“**IQTaxi**,” “**we**,” “**us**,” or “**our**”) operates IQTaxi (both the mobile applications and their associated websites (www.iqtaxi.com) (the applicable website on which you are, a “**Site**”) as well as a number of related services (collectively, the “**Services**”). Because we gather important information from users of the Site and Services, we have established this Privacy Policy as a means to communicate our information collection, use and dissemination practices. In order to access and use the Sites and/or Services, you must agree to our Terms of Use and any other applicable terms. Capitalized terms not defined in this Privacy Policy will have the meaning ascribed to them in the Terms of Use.

So we are clear on the terminology we use, “**Personal Information**” means contact information (i.e., your name, address, email address, and/or telephone number) and any other non-public information that is used or intended to be used to personally identify an individual, and any other non-public information that is associated with that information. “**Anonymous Information**” means information that is not used or intended to be used to personally identify an individual.

A Note to Users Outside of the United States: BY USING OUR SITE OR SERVICES OR SUBMITTING PERSONAL INFORMATION THROUGH ONE OF OUR SITES OR SERVICES, YOU AGREE TO THE TERMS OF THIS PRIVACY POLICY AND

YOU EXPRESSLY CONSENT TO THE PROCESSING OF YOUR PERSONAL INFORMATION ACCORDING TO THIS PRIVACY POLICY. YOUR PERSONAL INFORMATION MAY BE

PROCESSED BY US OR ON OUR BEHALF IN THE COUNTRY WHERE IT WAS COLLECTED AS WELL AS OTHER COUNTRIES (INCLUDING THE UNITED STATES) WHERE LAWS REGARDING PROCESSING OF PERSONAL INFORMATION MAY BE LESS STRINGENT THAN THE LAWS IN YOUR COUNTRY.

PLEASE NOTE THAT ALL TRANSPORTATION PROVIDERS WITHIN THE IQTAXI SERVICES ARE SEPARATE BUSINESSES FROM IQTAXI, AND IQTAXI DOES NOT CONTROL THE POLICIES OR ACTIONS OF SUCH TRANSPORTATION PROVIDERS.

Children

The Site and Services are not directed to children and children are not eligible to use our Sites or Services. Protecting the privacy of children is very important to us. We do not collect or maintain Personal Information from people we actually know are under 13 years of age, and no part of our Site or Services is designed to attract people under 13 years of age. If we later learn that a user is under 13 years of age, we will take steps to remove that user's Personal Information from our databases and to prevent the user from utilizing the Site and the Services.

How we gather information about you

In general, the Personal Information we gather enables us to process your Bookings (for Transportation Services) and to provide the Services to you. We collect Personal Information that you submit to us voluntarily when you register with us or when you use the Services.

When you download a IQTaxi mobile application, we collect your device type, your wireless carrier, and your individual device ID and we associate this with your Personal Information, though we primarily use this information to support your account and provide you with Services. We will collect location-based information using your GPS functionality from your mobile device as you use the Services. Most GPS enabled mobile devices can define one's location to within 50 feet. We collect this information to provide you with the Services.

When you register with IQTaxi, we may collect the following types of Personal Information from you or from our contracted service partners to whom you have provided this information:

- a. Profile and contact information — your name, email address and mobile phone number, a password you choose, your device ID, device type and wireless phone carrier
- b. Billing information — credit card information and billing address
- c. Preferences — your communication preferences, billing preferences, and other settings you can adjust
- d. Transaction information — information regarding you and you and your Bookings (which may include your current location information and past locations from which you have made Bookings)

To help verify your identity, authorize your credit card or address or prevent fraud, we may require you to provide additional Personal Information like your date of birth. We may also obtain information about you from third parties such as your employer (e.g. your corporate

IT or travel department), from credit bureaus and identity verification services. To prevent misuse of the Services, we may seek to verify your identity by contacting you via your email, a phone call to your mobile device or an SMS message, for which you will be responsible for any associated carrier or usage charges.

When you send an email or other communication to IQTaxi, we may retain those communications in order to process your inquiries, respond to your requests and improve our Services. You can choose not to provide us with certain information, but this may limit the features of the Site or Services you are able to use.

We may also collect the following Personal Information from or about you:

- a. **Material You Choose to Reveal in Message Boards, Chat Rooms or Similar Locations.** You may post Personal Information on areas of this Site that may be viewed by other users or the public, although we recommend that you do not do so. We urge you to use good judgment and not post Personal Information that you do not want other users to know. **YOU ASSUME ALL RESPONSIBILITY FOR ANY LOSS OF PRIVACY OR OTHER HARM RESULTING FROM YOUR VOLUNTARY DISCLOSURE OF PERSONAL INFORMATION.**
- b. **Refer a Friend Feature.** We may offer you the ability to send friends emails about our Sites and Services. If you choose to use this feature, we will only use your friends' email addresses to send the requested email and will not store or otherwise retain this information unless that friend becomes a registered user.
- c. **Surveys.** From time to time, we may also ask you to participate in surveys designed to help us improve this Site or our Services. Any Personal Information provided to us in connection with a survey will be used only in relation to that survey, and will be disclosed to third parties not bound by this Privacy Policy only in non-personally identifying, aggregated form.
- d. **Contests, Giveaways and other Promotions.** From time to time, we may offer you the opportunity to participate in contests, giveaways and other promotions. Any information submitted in connection with promotions will be subject to the terms of the applicable promotion, not this Privacy Policy. You will be given the option to consent to the use of your Personal Information at the time you sign up for the promotion. You will not be required to participate in any promotion.
- e. **Mobile Device.** We may scan your mobile device to identify specific partner applications you have installed on your device so that we can prompt you to activate key features that will improve your usage of the Services. This information is generally used to help us deliver the most relevant information to you.

How we gather and use cookies and other anonymous information

Information Collected by Our Servers. To make our Site and Services more useful to you, our servers (which may be hosted by a third party service provider) collect information from you, including your browser type, operating system, Internet Protocol ("IP") address (a number that is automatically assigned to your computer when you use the Internet, which may vary from session to session), domain name, and/or a date/time stamp for your visit.

Log Files. As is true of most websites, we gather certain information automatically and store it in log files. This information includes IP addresses, browser type, Internet service provider ("ISP"), referring/exit pages, operating system, date/time stamp, and clickstream data. We

use this information to analyze trends, administer the Site, track users' movements around the Site, gather demographic information about our user base as a whole, and better tailor our Services to our users' needs. For example, some of the information may be collected so that when you visit the Site or the Services again, it will recognize you and the information could then be used to serve advertisements and other information appropriate to your interests. Except as noted in this Privacy Policy, we do not link this automatically-collected data to Personal Information.

Cookies. Like many online services, we use cookies to collect information. "Cookies" are small pieces of information that a website sends to your computer's hard drive while you are viewing the website. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience on our Site. This type of information is collected to make the Site more useful to you and to tailor the experience with us to meet your special interests and needs. If you decide at any time that you no longer wish to accept cookies from our Service for any of the purposes described above, then you can instruct your browser, by changing its settings, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. Consult your browser's technical information. If you do not accept cookies, however, you may not be able to use all portions of the Services or all functionality of the Services.

Collection of Information by Advertisers. We may use third parties to serve ads on the Site and Services. Certain third parties may automatically collect information about your visits to this and other websites, your IP address, your ISP, the browser you use to visit our Site (but not your name, address, e-mail address or telephone number). They do this by using Cookies or other technologies. Information collected may be used, among other things, to deliver advertising targeted to your interests and to better understand the usage and visitation of our Site and the other sites tracked by these third

parties. This policy does not apply to, and we are not responsible for, Cookies or pixel tags in third party ads, and we encourage you to check the privacy policies of advertisers and/or ad services to learn about their use of Cookies and other technologies. If you would like more information about this practice and to know your choices about not having this information used by these companies, click here: <http://www.aboutads.info/choices>.

Mobile Services. We may also collect non-personal information from your mobile device if you have downloaded our mobile applications(s) to your mobile device. This information is generally used to help us deliver the most relevant information to you. Examples of information that may be collected and used include your geographic location, how you use our mobile services(s), and information about the type of device you use. This information is sent to us as aggregated information and is not traceable to any individual and cannot be used to identify an individual.

We use third party services to help analyze how users use the Site. These services use Cookies to collect information such as how often users visit a Site or use the application, what pages they visit, and what other sites they used prior to coming to the Site. We use the information we get from these service providers to improve our Site and Services. They generally collect only the IP address assigned to you on the date you visit the Site or Services, rather than your name or other personally identifying information. We do not

combine this information with your Personal Information. The service provider's ability to use and share information it collects is restricted by its applicable terms and privacy policy.

How we use the Personal Information we collect

Our primary purpose in collecting Personal Information is to provide you with the Services. We may use your Personal Information to:

- a. Administer your account
- b. Assist in the arrangement of Transportation Services from Transportation Providers (as described in more detail below)
- c. Provide the Services and customer support you request
- d. Process transactions and send notices about your transactions
- e. Resolve disputes, collect fees, and troubleshoot problems
- f. Prevent potentially prohibited or illegal activities, and enforce our Terms of Use
- g. Market our products and services (and those of third parties) to you that we believe may be of interest to you, though we will not disclose your Personal Information in doing so. For example, we allow advertisers to choose the characteristics of users who will see their advertisements and we may use the attributes we have collected to select the appropriate audience for those advertisements. For example, if your destination is in Georgetown in Washington, D.C., we might use that fact to show you ads for restaurants around that destination (and to tell ad networks to serve those ads), but we do not tell any restaurant who you are to display the advertisement, though the restaurant may learn that you possess certain characteristics based on the fact that you received the advertisement
- h. Customize, measure, and improve our services and the content and layout of our website and mobile applications
- i. Send you service update notices, and information based on your communication preferences.

We may also use your Personal Information to create Anonymous Information records by excluding information that makes the information personally identifiable to you.

Our Services are city-specific and can provide helpful information based on where you are. If you tell us where you are (i.e., by allowing your mobile device to send us your location), we may use that information to provide you with location-based information. If you want to deactivate this feature, you can disable location services on your mobile device, please contact your carrier for more information.

You can opt out of receiving certain communications from the Site such as our newsletter by clicking the "Unsubscribe" link at the bottom of each email or emailing us at support@iqtaxi.com. Please note that even if you unsubscribe or opt-out, we may still send you order, Site and Service related communications (e.g., emails related to your Bookings or comments).

How we use the Anonymous Information we collect

We may, through our use of cookies, keep you logged into our Site, track your session history, and tailor content and advertisements to you. We may use your Anonymous Information to analyze usage patterns so that we may enhance the Site or Services and improve our internal operations and the content of our software. We may use your Anonymous Information to analyze usage patterns so that we may enhance the Site or Services, improve our internal operations and the content of our software, notify visitors about updates to our Site or Services, and improve the efficacy of our content on the Site.

How we share Personal Information with Transportation Providers

As you know, our Services are designed to connect Transportation Providers with you, a seeker of Transportation Services. To process your Bookings and payments we must share some of your Personal Information with the Transportation Provider and the driver that is providing services to you. To complete a Booking, we must provide your name, pickup location (and often destination), time of pickup, and mobile phone number to the Transportation Provider dispatching your ride – similar information that a Transportation Provider would collect from you if you called them directly. We request that Transportation Providers use this information for the purposes of the provision of the Transportation Services only, and not store this information beyond the duration of the individual Transportation Service provided. By placing a Booking, you hereby authorize us to share all Booking-related information with any Transportation Providers designed by you to provide you Transportation Services. This information does not include billing information unless we have your authorization to make such disclosure.

NOTWITHSTANDING THE FOREGOING, WE ONLY DISCLOSE CREDIT CARD NUMBERS AND ADDITIONAL BILLING INFORMATION WITH SPECIFIC CONTRACTED TRANSPORTATION PROVIDERS THAT ARE RESPONSIBLE FOR PROCESSING PAYMENTS AND FOR WHOM WE HAVE YOUR AUTHORIZATION, unless we are required to do so to comply with a subpoena or other governmental or legal process. By agreeing to obtain Transportation Services from such Transportation Provider, you hereby authorize us to share all such billing information with any such Transportation Providers. In such cases, you should contact the Transportation Provider(s) directly for inquiries on how they will manage your billing information

To process a payment for Transportation Services, IQTaxi bills your credit card directly with the amount you indicate to us on your mobile device. We transmit payment to the Transportation Provider, along with the booking reference number associated with your trip.

Please remember that this Privacy Policy addresses only our use and disclosure of information we collect from and/or about you. When you authorize us to disclose information to Transportation Providers, the use and disclosure restrictions contained in this Privacy Policy will not apply to them. While we encourage them to comply with our data protection requirements, we will not be responsible if these Transportation Providers fail to comply with respect to your information. We do not control the privacy policies or actions of third parties, including Transportation Providers. Any complaints or inquiries regarding use of your information by a Transportation Provider, or marketing communications from a Transportation Provider, should be addressed directly to the Transportation Provider in question. Transportation Providers within the IQTaxi network may also have their own

websites. IQTaxi is not responsible for how these Transportation Providers may collect your personal information through their own websites. Please contact the appropriate Transportation Provider regarding its website's privacy policy (if applicable) and how it will access or use your personal information.

How we share Personal Information with other parties

In addition to the ways we share Personal Information with Transportation Providers, we may share your Personal Information with other third parties in the following manners:

1. Service providers under contract who help with parts of our business operations (e.g., fraud prevention, bill collection, marketing, technology services), though we require that these service providers only use your information in connection with the services they perform for us and not for their own benefit;
2. Financial institutions that we partner with or you provide us information to interface with, so as to offer direct debit or other payment alternatives;
3. To a parent company, any subsidiaries, joint ventures, or other companies under a common control (collectively, "Affiliates"), in which case we will require our Affiliates to honor this Privacy Policy;
4. In connection with or during negotiation of any merger, financing, acquisition or dissolution, transaction or proceeding involving sale, transfer, divestiture, or disclosure of all or a portion of our business or assets. In the event of an insolvency, bankruptcy, or receivership, Personal Information may also be transferred as a business asset. If another company acquires our company, business, or assets, that company will possess the Personal Information collected by us and will assume the rights and obligations regarding your Personal Information as described in this Privacy Policy; Law enforcement, government officials, or other third parties when
 - a. we are compelled to do so by a subpoena, court order or similar legal procedure
 - b. we need to do so to comply with law
 - c. we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of our Terms and Conditions
5. Other third parties with your consent or direction to do so.

Except as set forth above, IQTaxi will not sell or rent any of your Personal Information to third parties in the normal course of doing business and only shares your Personal Information with third parties as described in this Privacy Policy.

How we share Anonymous Information with other parties

We reserve the right to disclose Anonymous Information publicly without restriction, including to third party vendors who may help us enhance or provide the Site or Services or to third parties.

How you can access or change your personal information

You can review your Personal Information and make any necessary changes, at any time by logging in to your account and changing your preferences in the “My Account” or “IQTaxi Account” tab of the website. You can update your credit card information and your communication preferences within the mobile app.

You may request deletion of your Personal Information by us, but please note that we may be required (by law or otherwise) to keep this information and not delete it (or to keep this information for a certain time, in which case we will comply with your deletion request only after we have fulfilled such requirements). When we delete Personal Information, it will be deleted from the active database, but may remain in our archives and we may also retain Anonymous Information about your use of our Services. Once we disclose some of your Personal Information to third parties, we cannot access that Personal Information any longer and cannot force the deletion or modification of any such information by the parties to whom we have made those disclosures.

Feedback

If you provide feedback to us, we may use and disclose such feedback for any purpose, provided we do not associate such feedback with your Personal Information. We will collect any information contained in such feedback and will treat the Personal Information in it in accordance with this Privacy Policy.

Information Disclosed to Third Parties

This Privacy Policy addresses our use and disclosure of information we collect from and/or about you on the Site or through the Services. If you disclose information to others different rules may apply to their use or disclosure of the information you disclose to them. The use and disclosure restrictions contained in this Privacy Policy will not apply to any third party. We do not control the privacy policies of third parties, and you are subject to the privacy policies of those third parties where applicable. The Site may contain links to other websites that are not owned or controlled by us, including our partner sites. We have no control over, do not review and are not responsible for the privacy policies of or content displayed on such other websites. When you click on such a link, you will leave our Site and go to another site. During this process, another entity may collect Personal Information or Anonymous Information from you. The Site may also contain links to other websites controlled by us but which operates under different privacy policies. Please review the privacy policy of any new website you visit.

Changes to this Privacy Policy.

This Privacy Policy is subject to revision from time to time on a going-forward basis. We will post any revised version of the Privacy Policy on this page. If we make any material changes to it, we will also send you notice to the last email address you have provided to us. Continued use of our Services following notice of such changes will indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

How you can contact us about privacy questions

If you have questions or concerns regarding this Privacy Policy, you should contact us by writing to us at IQTaxi Inc., Attn: Privacy Department, 22-66 21st Street, Astoria NY 11105.

This Privacy Policy was last revised: May 9, 2017.