

AGREEMENT FOR NON-EMERGENCY NON-MEDICAL  
TRANSPORTATION SERVICE

This Agreement for Non-Emergency Medical Transportation (the "Agreement") is entered into as of the date shown below between \_\_\_\_\_, with address \_\_\_\_\_, Ca. \_\_\_\_\_ Telephone Contact: \_\_\_\_\_ (herein known as the "**Facility**"),

**AND**

\_\_\_\_\_, with address \_\_\_\_\_, Ca. \_\_\_\_\_ Telephone Contact: \_\_\_\_\_ (herein referred to as the non-emergency non-medical transportation Provider (**NEMT Transporter**)).

The parties agree and will use **Ride Companion Services, Inc.** (herein referred to the **RIDE COMPANION APP**) as the technical facilitator to connect the Facility and the Transporter or Caregiver services. By downloading the RIDE App, both parties agree to the Terms of Use provided in the app.

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which Transporter will provide non-emergency non-medical transportation services for patients and or residents/staff of the Facility.

NOW, THEREFORE, in consideration of the agreements contained herein and other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Definitions.**

For purposes of this Agreement and all Exhibits, the following terms have the meanings as defined below:

- (a). "Agreement" shall mean this Transportation-Companion Service Agreement between The Facility, and Transportation Provider.
- (b). "Rider" shall mean the party or entity whom referred to as the passenger, rider, and patient, resident of the Licensed Care Facility. Although the singular form is used client and interchangeable called the Rider shall be understood as plural in the event that Licensed Care Facility may be under agreement with more than one party or entity in the State in which Provider operates.
- (c). "Provider" shall mean DRIVER, COMPANION, Independent Contractor, Transportation Company that uses their employees/drivers, Third Party Provider, private individual who is a provider of RIDE App services.

- (d). "Facility", "You", "Your", "representative", "third party facility", shall refer to as Facility.
- (e). "Client Contract" shall mean the agreement between Driver or Companion and any other party or entity pursuant to which Driver/companion provides non-emergency non-medical transportation or companion related services for eligible Participants residing within the Licensed Care Facility. Although the singular form is used "Client Contract" shall be understood as plural in the event that Driver/Companion is under agreement with more than one party or entity in the State or states in which Driver/Provider operates.
- (f). "Curb-to-curb" shall mean transportation service whereby the Client/Rider meets and boards the vehicle at the curb of the pick-up address and disembarks at the curb of the drop-off address.
- (f). "Door-to-door" shall mean transportation service whereby the driver parks the vehicle and meets the Client/Rider at the threshold of the primary entrance of the pick-up address; assists the Client/Rider to and into the vehicle, and Driver delivers and endorses the Client/Rider to a designated/authorized facility representative at the threshold of the primary entrance of the drop-off address.
- (g). "Subscription Trips" shall mean standing order trips scheduled for a Client/Rider traveling to the designated address or facility with the same schedule within the same month.
- (h). "Booking ID" shall mean a unique confirmation number provided by the Licensed Care Facility for each trip reservation for each date of service.
- (i). "Participant" shall mean any individual, staff, resident, client, patient etc... covered under the terms of the word Client. Contract and on whose behalf the family member or representative arranges transportation services.
- (j). "Provider Manual" shall mean the most current version of the Driver's/Companion Provider Manual.
- (k). "Turn back" shall mean a trip reservation that is refused by Driver/Companion Provider and sent back to designated address or Licensed Care Facility to be directed to a different transportation provider.
- (l). "Transportation Services" shall mean transportation consistent with the requirements of the MediCal, Medicare and Veterans Administration.
- (m). "Driver./Caregiver Protocol" shall mean the practices by the provider in transporting a rider.
- (n). "Will Call" shall mean a pick-up time that is not available at the time of reservation and that will be set based upon the time of a telephone call from the Client/Rider to the Driver/Companion Provider when he or she is ready to be picked-up after a medical appointment.

## Complaint and Reporting

Any User Rider, Driver, employee, staff, member of the public may report suspicion or violation of the policy. The general public and or the reporting individual may call our 1-800-Safety Hotline or Customer Service Number anytime 24/7, 365 days a year. The email contact of our compliance officer is Romwell7iano8@ridecompanions.com., or through our Ride platform and Ride website. The reporting individual may also contact CPUC at 1(800) 894-9444 or On-Line at [Http://www.cpuc.ca.gov](http://www.cpuc.ca.gov).

### 1. Services Provided.

Transporter/or Companion shall provide Facility's patients and or residents/staff of the Facility with non-emergency non-medical transportation or companion services to or from the Facility (the "Services"). The vehicles used by Transporter in the delivery of the Services shall be staffed (depending on the facility request) with one or more (by at least one or two (1-2) person(s)) with valid state-issued driving license to provide safe and reliable transportation, Background Checked, DOJ-FBI cleared, insured, ADA and HIPAA trained and CPR-First Aid certified. Transporter shall provide transportation service which may include a sedan, an SUV, mini-van, or a wheelchair accessible van with a ramp and or mechanical lift (BUT does not include the provision of mobility equipment, and or other medical and non-medical equipment) to the patients and or residents/staff of the facility. The type of vehicle and assistance services which is essentially a "non-emergency, and non-medical" transportation and or caregiving service shall be based on availability of a driver/caregiver within the facility resident/patient's general area of location at the specific time and date of transportation request. Although available through the RIDE App. the transportation services do not include, and this Agreement does not affect, the delivery by Ambulance of "emergency medical transportation services" as our Ambulance providers are limited to the provision of "Non-Emergency, and Non-Medical Purposes Only" NEMT. The determination of whether a transport is an "emergency" or "non-emergency" shall be made by Ambulance in accordance with established standards and protocols. Ambulance shall provide the Services upon request by designated representative or staff of the resident/patient or other agent of the Facility.

### 2. Fees and Payment for the Transportation Service.

**Credit Card Payments Only:** The amount owed for the services shall be based on the amount (and other pertinent fees including tips agreed upon) as reflected on the RIDE-Companion App and shall be payable on-demand at the time of rendition of service. The Resident or patients/staff or authorised facility representative shall be responsible for the payment of the rendered transportation service via credit card or ATM only. No checks or cash payments accepted by the Transporter. Upon completion of every transportation service provider shall furnish an email-copy.

text, or automated copy of the receipts to the rider or the facility representative as proof of service, payment and completion of service to the rider/patient which facility or rider may use as a supplement in its claim for refund from whomever institution it is entitled to receive reimbursements.

### **Payment for the Services.**

(a). The Facility shall be liable to and shall pay Transporter the fees reflected on the RIDE App charged by Transporter for transports/care services of residents/patients regardless whether the transportation services are covered or not covered by Medicare, Medicaid or other third-party insurance. (b). Notwithstanding anything to the contrary contained in subparagraphs (a) the Facility shall be liable to, and shall pay, Transporter the fees charged by Transporter for single or round-trip transports regardless whether or not the resident/patient remains a patient of the Facility and is transported from the Facility to another health care facility and is then returned to the Facility. The parties acknowledge that such round-trip transports will be billed by Transporter as two (2) separate transports. (c). The Facility will deliver payment in full to Transporter of any amounts due and owing by the Facility under this Agreement upon demand in completion of the transport service.

### **3. Required Documentation for the Services.**

It is the responsibility of the facility and or its representative(s) to verbally brief driver or caregiver, furnish, print-out medical, personal, or other pertinent information that may be useful in understanding the basic needs of the rider in transit. Facility is aware that driver is not a medical or healthcare professional and his/her ability to assist is limited to the provision of a safe and reliable transport, first aid CPR, and basic mobility assistance only as the facility has the following responsibilities: (a). The Facility shall be responsible for determining and documenting the medical necessity of all the Services requested by the Facility. Without limiting the generality of the foregoing, the Facility shall be responsible for obtaining any pre-authorization, physicians orders, prior authorization number ("PAN"), physician certification statements ("PCS") or certificates of medical necessity required to document medical necessity or to comply with the requirements of Medicare, Medicaid or other third party payors for any patient/resident. (b). For patients covered by Medicare Part B, the Facility shall deliver to Transportation provider a completed PCS in the form prescribed prior to any transport or as soon thereafter as possible, but in no event later three (3) days after the transport. The PCS submitted to Ambulance/Transporter must include a description of the patient's physical condition that is sufficient under Medicare rules and regulations *to justify the need for the patient, or resident to be transported by alternative means*. If the resident, or patient, or their authorized representative, is unable to sign the transport authorization form required for billing Medicare, a representative of the Facility will sign the form where indicated. The obligations of

the Facility under this subparagraph (b) are subject to the applicable rules and regulations of Medicare and will be amended to comply with any changes in such rules and regulations. (c). For residents or patients covered by Medicaid, the Facility shall obtain a PAN prior to any transport and shall provide Transporter or Ambulance with such PAN prior to the transport or as soon thereafter as possible, but in no event later than one (1) day after the transport. The obligations of the Facility under this subparagraph (c) are subject to the applicable rules and regulations of Medicaid, and Medicare. (d). The Facility shall provide copies of all documentation required under this Agreement to the Transporter/Ambulance as soon as reasonably possible upon request by Transporter to any applicable payor. Further, the Facility shall maintain such documentation for the time period required by law. (e). The Facility shall routinely furnish Transporter with all medical and financial information reasonably requested by Transporter to assist Transporter in, as applicable, preparing and submitting complete claims forms, submitting encounter data, determining what (if any) other third party coverage exists for a resident/patient, documenting the medical necessity of any transportation service performed for any third party payor billed directly by Transporter, and otherwise performing the functions required or contemplated hereunder.

#### **4. HIPAA Privacy Rule.**

Transporter, as a service provider, provides health care services directly to facilities patients, residents, and or staff. As such, Transporter is a “covered entity” under the HIPAA Privacy Rule. 45C.F.R. §160.103. The HIPAA Privacy Rule expressly permits covered entities to share protected health information (“PHI”) with another covered entity for treatment and payment activities of the entity receiving the PHI. 45 C.F.R. §164.506(c). Therefore, the Facility acknowledges and agrees that it is permitted to disclose PHI to Transporter for its treatment and payment activities without the need for a business associate agreement, patient authorization or any other permissions or approval. Transporter and its designated drivers/caregivers are aware through training on the HIPAA Privacy Rule and shall strictly observe it with utmost confidentiality and in accordance with the law.

#### **5. Notices.**

Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent by certified mail, registered mail, or hand delivery to the parties at the addresses set forth below:

Transporter: \_\_\_\_\_

Facility: \_\_\_\_\_

## **6. Parties Bound.**

This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, assigns and successors.

## **7. Legal Construction.**

In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or un-enforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

## **8. Entire Agreement.**

This Agreement constitutes the entire agreement of the parties on the subject matter and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter of this Agreement.

## **9. Attorneys' Fees.**

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and expenses in addition to any other relief to which it may be entitled.

## **10. Governing Law.**

This Agreement shall be construed under and in accordance with the laws of the State of California, and all obligations of the parties created under this Agreement are performable in San Bernardino County, Los Angeles, California.

## **11. No Assignment.**

Neither this Agreement nor any duties or obligations under it shall be assignable by either party without the prior written consent of the other party. In the event of an Assignment by either party to which the other party has consented, the assignee or the assignee's legal representative shall agree in writing to assume, perform, and be bound by all of the covenants, obligations and agreements contained in this Agreement.

## **12. Amendment.**

This Agreement may be only amended by a written instrument signed by both parties.

## **13. Medicare Access to Records.**

To the extent required by Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four years after the termination of this Agreement, Transporter/caregiver shall, upon written request, make available to the Secretary of the United States Department of Health and Human Services, or to the

Comptroller General of the United States General Accounting Office, or to any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the Services provided by Transporter under this Agreement.

#### **14. Independent Contractor.**

It is understood and agreed that Transporter/Caregiver is engaged by the Facility to provide the Services as an independent contractor and that no employee or agent of one party shall be considered an employee or agent of the other party. Neither party has the right to bind the other party to any contract or any other employment obligations.

#### **15. Multiple Counterparts.**

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original for all purposes.

### **General Provisions**

#### **Minors.**

Except as described below, the Services are generally not available for use by persons under the age of 18. You may not authorize third-parties to use your Account, and you may not allow persons under the age of 18 to use the Services unless they are accompanied by you or an adult. However, we may offer parents and guardians the ability to create Accounts for their children. If you are a parent or legal guardian, and you allow your child to use the Services, then these Terms apply to you and you are responsible for your child's activity on the Services. If you are under the age to obtain an Account, you must have your parent or legal guardian's permission to use an Account and accept any additional terms required in connection with your access and use of the Services as a minor. Please have your parent or legal guardian read these additional terms with you. No unaccompanied User under 18 years old may ride in an autonomous vehicle that use the RIDE App application system. By creating a User account for such individual or minor, you hereby give permission and consent to the Agreement on the individual or minor's behalf, you expressly guarantee the individual or minor's acceptance, and your own acceptance, of the terms of this Agreement, and you shall assume any and all responsibility and liability for the individual or minor's use of the RIDE App Platform as provided by the terms of this Agreement and any applicable Supplemental Agreements. You will be responsible for any breach of the above representations, warranties and/or this Agreement, and/or any attempt of the individual or minor to disaffirm this Agreement. Furthermore, you hereby represent that you are fully authorized to execute this Agreement on behalf of yourself and all other parents or legal guardians of the individual or minor rider.

### **Minor Users and Individuals with Developmental Challenges:**

With your use of the RIDE App Platform, you represent, certify and warrant that you are at least 18 years old. (For the purpose of this subject, we will address both the minor and the individual as Individual). Notwithstanding the foregoing, if you are the parent, legal guardian, or representative of a 16 or 17-year old minor, and or an adult individual with medical or developmental challenge, you may create a User account for yourself or for the individual to use the RIDE App Platform subject to the following requirements and restrictions: (a) you ensure that the individual or minor's use of the RIDE App Platform is limited solely to accessing and using RIDE App transportation services and/or Third-Party Services where expressly permitted by you under the Supplemental Agreement applicable to the RIDE App and/or Third-Party Services, (b) you determine that the RIDE App transportation services and/or Third-Party Services are suitable for the individual or minor you represent, (c) you ensure that the individual's use of the RIDE App Platform and applicable RIDE App transportation services and/or Third-Party Services is done in compliance and acknowledgement of all applicable safety instructions and warnings in this Agreement, any applicable Supplemental Agreements, and the RIDE App Platform, (d) you ensure that the individual or minor does not request or accept any transportation services unless accompanied by you or an authorized guardian, and (e) you explain the terms of this Agreement to the individual or minor.

### **Denial of a Service**

A RIDE App driver/Provider may decline, refuse or deny transportation or companion services for any of the following reasons: (1). Testing Positive for COVID-19 or other form of communicable Illness. User agrees that if at any time within 15 days prior to ride or service request appointment, User tests positive for COVID-19, or other forms of illness or exhibits signs or symptoms of COVID-19, or similar illness, has had close contact with a person confirmed or suspected as having such communicable illness must notify RIDE App driver/provider. In such similar instances, that upon careful observation by the RIDE App driver/provider, and if it appears or when Driver/provider suspects that rider/User has COVID or any form of communicable disease or illness that could be passed on to the Driver or other persons, Driver/provider has the sole discretion to protect the health and safety of others, and make personal determination that Rider or User is unfit to board the transportation or use of the service requested, Driver/provider may decline or refuse to provide the service at any time for just cause. However, Driver/provider may opt to request for referral to emergency transportation services of a 911 emergency (if necessary). Under no circumstances shall RIDE App driver/provider have any other liability for any compensation or other damages whatsoever for denying the provision of service. (2). Rider/User' unruly Behavior or Demeanor. At the driver/provider's observation before (and or during) the provision of service, the rider is observed as uncooperative, offensive, verbally and physically aggressive, intoxicated, under the influence of any substance, destructive to property, or exhibit

of sexual misconduct,) and other forms of behavior that is perceived as a threat to the safety and well-being of others, driver/provider has the sole discretion to deny and or refuse provision of a service after informing rider of the reason for the denial or transportation or companion service. Driver shall immediately inform customer service and report the incidence to the local police of such incidence. (3). Carrying a weapon of any kind (gun, knife, tazer, dangerous dog or animal etc...drugs, drug paraphernalia, and other similar objects. Other objects that are perceived by the driver as a weapon or endangers the life and safety of others. (4). Driver will decline any and all ride requests outside of the RIDE App. All ride request must be channelled through the RIDE App app to be considered a valid and enforceable ride unless expressly approved or in emergency situations arranged by the RIDE AppCustomer Service Dept.

### **Charges:**

As a User, you understand that your request for transportation and or ride assisted services from a Third-Party Services Provider and may result in charges (“Charges”) to you and/or to an organization, if applicable. Charges to Riders and/or organizations, if applicable, for transportation and assisted ride Services include Fares (defined below) and other applicable fees, tolls, surcharges, and taxes, plus any tips to the This Party Provider/Driver that you elect to pay. RIDE App has the authority and reserves the right to determine and modify pricing by posting applicable pricing terms anytime or quoting you a price for a specific ride at the time you make a ride request. Pricing may vary based on the type of service you request (ie: Basic Ride, Companion services, Wheelchair Van, and or Ambulance) and time when services are provided as described on your RIDE AppApp. You are responsible for reviewing the applicable rides or services in your local cities or location and you shall be responsible for all Charges incurred under your User account regardless of your awareness of such Charges or the amounts thereof.

### **Ride request Service Fares (“Fares”).**

There are two types of Fares: quoted fare and variable fare.(a). Quoted Fares. When you make a ride request or assisted services using the RIDE App Platform, RIDE App will quote you a Fare at the time of your request. The quote is subject to change until the ride request is confirmed and or provided. If your final destination is not the same as the destination in your service request, or the time or distance of your ride differs substantially from your quoted fare, or if you attempt to abuse the RIDE App Platform, RIDE may, at it’s sole discretion and determination, cancel the fare quote and charge you a variable fare as described below. RIDE App does not guarantee that the quoted fare price will be equal to a variable fare for the same ride. Quoted fares may include the RIDE App Service Fees and Other Charges, as applicable. (b). Variable Fares. Variable fares consist of a base charge and incremental charges based on the time and distance of your ride. For particularly short rides, minimum fares may apply. Please note that we use GPS data from your Driver’s phone to calculate the distance traveled on your ride. We cannot guarantee

the availability or accuracy of GPS data. In the event that while the data is in use and we lose signal, we will calculate time and distance using available data from your ride. In addition to the variable fare, the total cost of your ride may include the RIDE App Service Fees and Other Charges below, as applicable.

### **RIDE App Service Fees and Other Charges.**

Service Fee. RIDE App may charge a “Service Fee” for each ride, as applicable: (a). Peak Hours: At certain times, including times of high demand for RIDE App Services (“Peak Time”), you acknowledge that Charges may increase substantially. For quoted fares, we may factor in Peak Hours rate or fees that could increase the quoted price of the ride. (b). Priority Pickup and Wait & Save. In some cases, you may be able to select an expected pick up that is faster or slower than standard for a higher or lower Fare, respectively. (c). Cancellation Fee. After requesting a ride you may cancel it through the RIDE App Platform within 30 minutes after placing the request, but note that in certain cases a cancellation fee may apply if your driver has initiated response to the ride request. RIDE App Platform may also charge a fee if you fail to show up after requesting a ride. (d). Damage Fee. If a Driver/Provider reports that you have materially damaged the Driver/Provider's vehicle, you agree to pay a “Damage Fee” of up to \$250 depending on the extent of the damage (as determined by RIDE App in its sole discretion), towards vehicle repair or cleaning. RIDE App reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Damage Fee. (e). Abuse Fee. If we receive a credible report that you have misused or abused the RIDE App Platform, you agree to pay an “Abuse Fee” of up to \$250 as determined by RIDE App in its sole discretion. RIDE App reserves the right (but is not obligated) to verify or otherwise require documentation of abuse prior to processing the Abuse Fee and charging the Rider/User. (f). Tolls. In some instances tolls, toll estimates, or return tolls may apply to your ride. RIDE App does not guarantee that the amount charged by RIDE App will match the toll charged to the Driver, if any. (g). Other Charges. Other fees and surcharges may apply to your ride, including, but not limited to: actual or anticipated airport fees, state fees, local fees, event fees, fuel surcharges, wait time fees, or distance surcharges as determined by RIDE App or its marketing partners. In addition, where required by law RIDE App will collect applicable taxes. (h). Tips. Following completion of a ride, you may have the opportunity to elect to tip your Driver/Provider in cash or through the RIDE App Platform. You may also elect to set a default tip amount or percentage through the RIDE App app Platform. Any tips will be provided entirely to the applicable Driver/Provider. (i). Charges Generally. Facilitation of Charges. All Charges are facilitated through a third-party payment processor (PayPal, First Data, Stripe, Inc., Braintree, a division of PayPal, Inc., etc.). RIDE App may replace its third-party payment processor without notice to you. With the exception of tips and the purchase of RIDE App services, cash payments are strictly prohibited unless expressly permitted by RIDE. Your payment of Charges to RIDE App satisfies your

payment obligation for your use of the RIDE App Platform, RIDE AppServices, and Third-Party Services. Certain Charges may be collectively billed as a single purchase transaction to your selected payment method based on the payment frequency indicated in your settings. If your primary payment method expires, is invalid, or if Charges to your primary payment method are unable to be processed for whatever reason, then you agree that RIDE App may charge your other available payment methods in the RIDE App Platform. If you don't recognize a transaction, then check your ride receipts and payment history. (j). No Refunds. All Charges are non-refundable except to the extent required by law. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the RIDE App Platform. (k). Coupons. You may receive coupons, credits, discounts, or other promotions (collectively, "Coupons") that you can apply toward payment of certain Charges. Coupons are valid only for use on the RIDE App Platform, and are not transferable or redeemable for cash except as required by law. Coupons cannot be combined unless expressly provided otherwise, and if the cost of your Charges exceeds the applicable Coupon value, we may charge your payment method on file for the Charges in excess of the Coupon amount. With respect to Fares, RIDE App may deduct the amount attributable to the Service Fee, Tolls, or Other Charges before application of the Coupon. Additional restrictions on Coupons may apply as communicated to you in a relevant promotion or by clicking on the relevant Coupon within the Rewards section of the RIDE App Platform. (l). Supplemental Charges. Charges related to RIDE App transportation assisted services. (m). Third-Party Charges. If you choose to purchase Third-Party Services described in RIDE App Platform, you authorize your payment method on file to be charged according to the pricing terms set by RIDE App or the third-party provider, or as otherwise provided in the terms of the purchased services. (n). Payment Card Authorization. Upon addition of a new payment method or each request for RIDE App Services, RIDE may seek authorization of your selected payment method to verify the payment method, ensure the Charges will be covered, and protect against unauthorized charging to your account. 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 or NSF charges by the bank issuing your debit or prepaid card. RIDE App is not responsible for these charges and is unable to assist you in recovering them from your issuing bank. RIDE App does not charge a fee for Users to access the RIDE App platform but retains the right to charge Users and or organization (if applicable) a fee or any other charge for accessing the RIDE transportation services made available to the User through the RIDE App platform. (o). Driver Payments. You are entitled to a Driver Fare for the RIDE Services you provide for Riders-customers, as provided in the Agreement and this Driver Addendum. The "Driver Fare" for a completed ride consists of a base fare or pickup fare amount, plus incremental amounts based on the actual time and distance of the ride, as measured by RIDE App. If applicable, the base fare, pickup

fare, and/or time and distance amounts are shown in a rate estimates in your Driver dashboard phone screen. If expressly provided in your rate estimates, you may earn incremental amounts based on the actual time and distance between the time you accept a ride request and the time you pick up or provided companion services to the Rider. The rate estimate amounts may vary based on factors such as the market where you provide the RIDE Services or pick up a particular ride, the date you applied or became approved as a Driver, the vehicle type you use, and the type of service you are providing (for example, companion, wheelchair van, basic ride, and ambulance. The rates and costs may vary from county to county or in which you pick up or provide services to the Rider will apply to that ride. Please note that estimates may vary depending on the location including cities and counties as markets, services and taxes are different. In that case, the rates from the sub-region in which you pick up the Rider will apply to that ride. In certain situations, the Driver Fare may be predetermined (such as a flat rate trip), or subject to certain minimum or maximum amounts as described to you in your ride estimates. In some situations where a Rider cancels a ride request that you have accepted, you may earn a cancellation fee. In those cases, you will earn a Driver Fare in the amount of the cancellation payment set forth in your ride estimates. In select counties and at RIDE's discretion, the fare you will receive for a service or ride will be quoted to you before you accept the ride request. The Upfront Driver Fare may be calculated using several factors, including estimated time and distance, pick up time and distance, and other real-time market conditions. Upon acceptance of this ride request and completion of the ride, you will be paid the Upfront Driver Fare unless there are significant changes to the trip such for example, and for illustration only, if a trip is significantly longer or shorter (e.g., a Rider changed the pickup/destination or a stop was added/changed) your Upfront Driver Fare may be increased or decreased, as applicable, post-ride to compensate for significant changes to the trip. For a shared ride, you may pick up several Riders along a common route. In such situations, to the extent an Upfront Driver Fare has not been provided: (i) the rates from the region of the first pick up will apply to the full route, and (ii) the fare calculation shall only include one base fare amount for the route (however, you may be able to earn additional incremental pickup fares along the same route if expressly stated in the ride estimates). In such situations, where an Upfront Driver Fare has been provided, the Upfront Driver Fare may vary based on several factors, including total time and distance. Your ride estimate may not be set or available to you until you are an approved driver, and you agree RIDE App makes no representation or warranties concerning the ride estimate amounts. Your ride estimates are subject to change in RIDE's discretion and any changes shall be published on the ride estimates. By continuing to use the RIDE App Platform, you are deemed to accept these changes. (p). Additional Payments to You as Driver: In addition to the Driver Fare, you will receive additional payments, if applicable, including: (i) any tips provided by a Rider to you, (ii) any surcharges we collect for remittance to you, (iii) any tolls, damage, or similar charges we collect on

your behalf, and (iv) any bonuses or incentives you earn based on your provision of RIDE App Services. RIDE App will collect payments owed to you by Riders and other third parties as your limited payment collection agent and you agree that the receipt of such payments by RIDE App satisfies the payer's obligation to you. RIDE App reserves the right to adjust or withhold all or a portion of a Driver Fare or other payment owed to you (except tips) (i) if we believe that you have attempted to defraud or abuse Riders, RIDE's payment systems, (ii) in order to resolve a Rider complaint (e.g., you took an inefficient route or failed to properly end a particular instance of RIDE App Services in the RIDE App application when the ride was over), or (iii) if you end a ride at a location that is different than the destination submitted through the RIDE App. RIDE's decision to adjust or withhold the Driver Fare or other payment in any way shall be exercised in a reasonable manner. If you have agreed to any other amounts being deducted from your Driver Fares and/or other payments with any party, those amounts will be deducted before remittance to you, and we may determine the order of these other deductions if allowed by law. We will use reasonable efforts to ensure that your Driver Fare and any other payments to you will be paid to you on at least a weekly basis. Unless you or driver unroll in our RIDE Pay Card which accommodates the transfer of funds from your bank to our business bank for the services you received. You acknowledge and agree that all payments owed to you shall not include any interest and will be net of any amounts that we are required to withhold by law. (q). Rider Charges: Rider Charges may be determined after the ride is completed based on the time and distance of the ride and the rates on the RIDE App. Alternatively, Rider Charges may be quoted in advance, at the time of the ride request (a). "Quoted Fare "). A Quoted Fare may differ from what the Variable Fare would have been for the same ride (as Variable Fares change depending on a number of dynamic factors). In either case, your payment for RIDE App Services shall be the Driver Fare. Unless we indicate to you otherwise, the Rider Charges includes the Driver Fare, applicable tolls, fees retained by us (including the Service Fee and Platform Fee described below), and any Third Party Fees. Riders may also elect to add an additional tip to you on top of the Rider Charges. The tip shall be provided entirely to you. "Third Party Fees" include any applicable airport fees, or any state or local fees, surcharges or taxes imposed on the provision of RIDE App Services is required by law or agreement to collect or remit to third parties.

### **Service Fees**

In exchange for facilitating the RIDE App Services that you provide to Riders, you agree to pay RIDE App (and permit such amount received to be retained) a fee based on each transaction in which you provide RIDE Services, comprised of a service fee ("Service Fee") and RIDE App platform fee ("Platform Fee"), collectively the "RIDE App Fees". The Service Fee shall be a set amount for each ride or companion service as set forth in your Rate Estimates at the time of the service. The Platform Fee shall be a variable amount equaling the Rider Charges minus: (i) the Driver Fare, (ii) any tolls or surcharges we collect for remittance to you, (iii) the

Service Fee, (iv) any Third Party Fees that RIDE collects, and (v) bonuses or incentives you earn based on your provision of the Services. In the event of a ride where the combination of above is greater than the Rider Charges, no Platform Fee will be charged for that ride. In such cases, any excess amounts that you receive will be an adjustment to the Platform Fee (or if necessary, as an adjustment to another payment owed to you). The Platform Fee may include any event fees in effect (as determined by RIDE) based on the location of the pick-up or drop-off of the ride. For your convenience, RIDE App may collect the Service Fee and applicable event fees from Riders on your behalf to offset your payment of such fees to RIDE. The RIDE App Fees may be communicated to you weekly on an aggregated basis. In addition, RIDE App may charge you other fees on a one-time, recurring or periodic basis. The amount of such fees may vary by county or other factors and shall be communicated to you in advance of incurring the fee.

### **Payment**

**Prices and Charges.** Your use of the Services may result in charges to you for the services or goods you receive from RIDE App and/or from Third-Party Providers (“Charges”). Prices displayed to you when purchasing goods through the Services may be inclusive of the prices charged by the Third-Party Provider and fees paid to RIDE. RIDE App will enable your payment of the applicable Charges for services or goods obtained through your use of the Services. Charges will include applicable taxes where required by law. Charges may include other applicable fees such as delivery fees, service fees, product return fees, cancellation fees, government-mandated fees (such as bag fees), estimated or actual tolls, and/or surcharges. Further, Charges applicable in certain geographical areas may increase substantially during times of high demand or due to other marketplace factors. With respect to Third-Party Providers, Charges you incur will be owed directly to Third-Party Providers, and RIDE App will collect payment of those charges from you, on the Third-Party Provider’s behalf as their limited payment collection agent, and payment of the Charges shall be considered the same as payment made directly by you to the Third-Party Provider. Payment to a Third-Party Provider of goods or services shall be considered to occur at the moment you submit payment through RIDE App. You retain the right to request lower Charges from a Third-Party Provider for services or goods received by you from such Third-Party Provider at the time you receive such services or goods. A Third- Party Provider also retains the right to request higher Charges from you for services or goods provided. For example, a Third-Party Provider that is a merchant may collect lower or higher charges where the actual goods provided differ from the services/products originally requested, including in connection with differences in quantity, weight, or item type. Subject to requests from you to lower such Charges from a Third-Party Provider, you agree to pay such higher or lower Charges associated with such

product differences. RIDE App will consider in good faith any request from a Third-Party Provider to modify the Charges for a particular service or goods. This payment structure is intended to fully compensate a Third-Party Provider, if applicable, for the services or goods obtained in connection with your use of the Services. There also may be certain Charges you incur that will be owed and paid directly to RIDE App or its affiliates. RIDE App does not charge a fee for you to access the RIDE App, but may charge you a fee or any other Charge for accessing Third-Party Services. Even if not indicated in the RIDE App, the prices for services or menu items displayed through the Services may differ from the prices offered or published by Third-Party Providers for the same service or menu items, including as may be offered or published at a physical location operated by a Third-Party Provider, and/or from prices available at other third-party websites/mobile applications. Prices for product/services or menu items displayed through the Services may not be the lowest prices at which the product/service or menu items are sold. The service or menu item prices displayed through the Services or fees charged by and paid to RIDE App may vary based on whether you choose to pick up your order or have it delivered. All Charges and payments will be enabled by RIDE using the preferred payment method designated in your Account, after which you will receive a receipt. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that RIDE may use another available payment method in your Account. As between you and RIDE, RIDE App reserves the right to establish or adjust Charges for any or all services or goods obtained through the use of the Services at any time. RIDE App will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof.

### **Payment Processing**

Payment processing services are provided by Stripe, Paypal and other credit card payment management entities (CCPME) and subject to the agreement provided by the above mentioned entities. By using the RIDE App Platform to receive payment proceeds, you agree to be bound by the credit card payment management entity's Terms, which may be modified from time to time. As a condition of RIDE App enabling payment processing services through Stripe, Paypal or CCPME, you authorize RIDE App to obtain all necessary access and perform all necessary activity on your Stripe/CCPME Connected Account to facilitate your provision of RIDE Services as contemplated by the Agreement and your relationship with RIDE. You further agree to provide accurate and complete information about you and your business, and authorize RIDE App to share it and transaction information with Stripe/CCPME for the purposes of facilitating the payment processing services provided. RIDE reserves the right to switch payment processing vendors or use alternate or backup vendors at its discretion.

### **Refunds.**

Charges paid by you are final and non-refundable, unless otherwise determined by RIDE App and the Third-Party Provider assessing the Charge. If you have any requests for cancellations, refunds, or returns, or if you think a correction should be made to any Charge you incurred, please visit the “Help Desk” tab in your Account to initiate such requests within 30 days after the Charge took place. RIDE App will have no further responsibility and you waive your right to later dispute the amounts charged.

### **Gratuity.**

Except for amounts provided by you through the Services as part of the “tip” feature, RIDE App does not designate any portion of your payment as a tip or gratuity to a Third-Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third-Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so.

### **Damage, Cleaning, Lost and Found, and Charges for Violation of Terms.**

RIDE App may charge you a fee on behalf of Third-Party Providers if, during your use of the Services, you have caused damage to a vehicle or property that requires repair or cleaning (“Repair” or “Cleaning”). As rider, you will be notified of the cost for the damage and the amount of such fee shall be determined, at RIDE App sole discretion, based on the type of damage and the severity. RIDE App reserves the right to verify or otherwise require documentation of damages prior to processing a fee. In the event that a Repair or Cleaning request is verified by RIDE App at its sole and reasonable discretion, RIDE App reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning using your payment method designated in your Account. Such amounts, as well as those pertaining to lost and found goods, will be transferred by RIDE App to a Third-Party Provider, if applicable, and are non-refundable. Additionally, if you fail to comply with these Terms, you may be responsible for Charges, including without limitation, for transactions that could not be completed properly, arising out of or in connection with your failure to comply with these Terms.

### **Promotions and Coupons**

RIDE App may, at its discretion, offer promotional or other Coupons to Riders, however such discounts shall not impact the Driver Fare or any other payments owed to you. You agree that RIDE App may sell passes or subscriptions (each, a “Ride Pass”) on your behalf to generate additional leads for your RIDE App Services. Ride Passes entitle Riders to receive discounted or capped fares for qualifying rides (subject to certain limitations, terms and conditions). When a Rider uses a Ride Pass to receive a qualifying ride, RIDE App will use the Ride Pass payment in satisfaction of the ride total Charges subject to the terms and conditions of the Ride Pass. Your payment for RIDE Services arranged with a Ride Pass will be

determined based on the Driver Fare for the ride as provided in the Driver Addendum. In the event that Ride Pass collections from a Rider exceed qualifying ride Charges (if any), you agree that as between you and RIDE, and to the extent permitted by law, RIDE may retain such excess amounts in consideration for RIDE App sales and marketing of Ride Passes.

### **Network Access and Devices.**

As the User, you are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and any updates thereto, RIDE does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications. RIDE is not responsible for any delays, delivery failures, or damage, loss or injury resulting from such problems.

### **User Conduct and Requirements; Communication:**

In addition to complying with these Terms, you agree to comply with all applicable laws when accessing or using the Services, and you may only access or use the RIDE App Services for lawful purposes (e.g., no request for the purpose or intent of transport of unlawful or hazardous materials or for intent to commit a crime) You may not access or use the Services to cause nuisance, annoyance, inconvenience, damage, or loss to RIDE App, the Third-Party Provider, or any other party. If you request a ride option with a child restraint system (child seat) or a wheelchair, neither RIDE App nor the Third-Party Provider is responsible for the provision and safety of a child restraint system (child seat) or the provision of a wheelchair (restraint system) that may not be available in the Third-Party Provider's vehicle. It is your obligation to ensure that the child seat (restraint system) or wheelchair belt secure system is installed correctly and that the child/adult is properly secured. Please refer to your state's laws regarding specific height, age, and weight requirements for using child or wheelchair restraint systems, as well as RIDE's policies for child/adult restraint systems, which may be set forth on city-specific web pages. If you request a ride option where a Third-Party Provider agrees to provide you with assistance outside of the vehicle (ie: Companion, Wheelchair Van or Ambulance) RIDE is not responsible for any injury or incident that may arise out of the assistance provided by the Third-Party Provider. In certain instances, you may be asked to provide proof of age, identity, medical information that pertains to riders' medical, physical, mental or developmental challenges that affects their safety and the safety of others including Third Party Providers or other method of identity verification to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse or fail to provide such vital safety related information to the Third Party Provider. Subject to the discretion of a

Third-Party Provider (Driver/Companion), you may or may not be allowed to bring aggressive, unsecured and uncontrolled animal such as a dog or cat, on a ride request through the Services. For such trips, you are responsible for properly securing the animal with a leash, harness, crate/carrier, or through other means. You are also responsible for ensuring that the animal does not cause damage or a mess in the Third-Party Provider's vehicle. You may be subject to a Charge for Repair or Cleaning for any damage or mess caused by an animal that is transported during a ride request under your Account. Please note, in accordance with RIDE policies on Service Animals and Assistive Devices that Service Animals are generally permitted to accompany riders without extra charge, regardless of whether it is a Pet Friendly Trip.

#### **Important Note: Incidence Reporting.**

For the purpose of assisting us with our compliance and insurance obligations, you agree to notify us within 24 hours from time of actual incident and provide us with all pertinent information relating to any incident, peculiar, unusual events or accident in writing (or through our Rider/Driver surveys after each service completion) that occurs during and after your use of the Services and you agree to cooperate with any investigation and or attempted resolution of such incident. In the event of any serious accident, you further agree to immediately call 911 and local authorities and notify us through our customer service help 911 desk. As the Driver, you must not leave the scene of any incident until rider is assured safe arrival to final destination.

#### **Communications with RIDE.**

By creating an Account, you electronically agree to accept and receive communications from RIDE, Third-Party Providers or third parties providing services to RIDE App including via email, text message, WhatsApp, calls, in-app communications, and push notifications to the telephone number(s) or email addresses you provided to RIDE. You may also receive communications generated by automated telephone dialing systems and/or which will deliver prerecorded messages sent by or on behalf of RIDE, and/or Third-Party Providers, including but not limited to communications concerning requests placed through your Account pertinent to the Services. Message and data rates may apply. You can learn more about how RIDE may contact you by reading our Private Policy. If you do not wish to receive promotional emails, text messages, or other communications from RIDE, you may change your notification preferences by accessing Settings in your Account. To opt out of receiving text messages from RIDE, you must reply "STOP" from the mobile device receiving the messages. For clarification, text messages between you and Third-Party Providers are transactional text messages, not promotional text messages. You acknowledge that opting out of receiving all communications may impact your use of the RIDE App Services. Notwithstanding the foregoing, if we suspect fraud or unlawful activity on your Account, RIDE App may contact you

using any of the contact information you provided in connection with your Account (including via text or voice-recorded message).

### **Use of Accounts Owned by Others.**

In the event you use a RIDE App service that enables use of or billing to another person or business, certain information will be shared with that party. This may include information regarding the time and date of services you request, the transportation, logistics and/or delivery requested, and the associated charges for such services. If used to request transportation or companion services, we may also share information with such person or business regarding safety-related incidents that occur in connection with such transportation. You acknowledge that such data sharing is a condition of use of any such RIDE App service.

### **Disclaimers; Limitation of Liability; and Indemnity.**

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” RIDE App DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, RIDE APP MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES REQUESTED THROUGH THE USE OF THE RIDE App SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. RIDE App DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD-PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE REQUESTED OR OBTAINED FROM THIRD-PARTY PROVIDERS IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. RIDE App DOES NOT CONTROL, MANAGE OR DIRECT ANY THIRD-PARTY PROVIDERS. THIRD-PARTY PROVIDERS ARE NOT ACTUAL AGENTS, APPARENT AGENTS, OSTENSIBLE AGENTS, OR EMPLOYEES OF RIDEZ. IF A DISPUTE ARISES BETWEEN YOU AND OR ANY OTHER THIRD PARTY, YOU RELEASE RIDE App FROM LOSSES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. RIDE App DOES NOT CONTROL, ENDORSE OR TAKE RESPONSIBILITY FOR ANY USER CONTENT OR THIRD-PARTY CONTENT AVAILABLE ON OR LINKED TO BY THE SERVICES. RIDE App CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. RIDE APP’S USE OF ALGORITHMS IN AN ATTEMPT TO PROVIDE SERVICES OR IMPROVE THE EXPERIENCE OF USERS AND THE SECURITY AND SAFETY OF THE SERVICES DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED.

### **Limitation of Liability.**

RIDE App SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF RIDE APP, EVEN IF RIDE App HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RIDE App SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD- PARTY PROVIDER, EVEN IF RIDE App HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RIDE App SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE

RESULTING FROM CAUSES BEYOND RIDE'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD-PARTY PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH SOME RIDE App SERVICES MAY OFFER RIDE-SHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. YOU ACKNOWLEDGE THAT THIRD-PARTY PROVIDERS ARE NOT OSTENSIBLE AGENTS, APPARENT AGENTS, ACTUAL AGENTS, OR EMPLOYEES OF RIDE. THE SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR LOGISTICS SERVICES WITH THIRD-PARTY PROVIDERS, BUT YOU AGREE THAT RIDE App HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR LOGISTICS SERVICES PROVIDED TO OR NOT PROVIDED TO YOU BY THIRD-PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. RIDE App SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF LACK OF OR IMPROPER INSTALLATION OR USE OF CHILD RESTRAINT SYSTEMS OR WHEELCHAIR RAMPS/LIFT AND BELTS FOR GUESTS ON RIDES REQUESTED THROUGH THE SERVICES FOR WHOM A CHILD OR AN ADULT RESTRAINT SYSTEM IS LEGALLY REQUIRED. THE LIMITATIONS AND DISCLAIMERS IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, RIDE'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON RIDE'S CHOICE OF LAW PROVISION SET FORTH BELOW.

### **Indemnity.**

You agree to indemnify and hold RIDE and its affiliates and their officers, directors, employees, and agents harmless from and against any and all actions, claims, demands, losses, liabilities, costs, damages, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) RIDE App use of your User Content; or (iv) your violation of the rights of any third party, including Third-Party Providers.

### **Other Provision Choice of Law.**

These Terms shall be governed by and construed in accordance with the laws of the state in which your dispute arises, without regard to the choice or conflict of law principles of any jurisdiction, except as may be otherwise provided in the Arbitration Agreement above or in Supplemental Terms applicable to your region. This Choice of Law provision applies only to the interpretation of these Terms, and these provisions shall not be interpreted as generally extending any state's law to you if your dispute did not arise in that state. Any dispute, claim, or controversy arising out of or relating to incidents or accidents resulting in personal injury (including but not limited to sexual assault or harassment claims) that you allege occurred in connection with your use of the Services, whether before or after the date you agreed to these Terms, shall be governed by and construed in accordance with the laws of the state in which the incident or accident occurred.

### **Choice of Forum.**

Any dispute, claim or controversy arising out of or relating to these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, shall

be brought exclusively in the state and federal courts of the state in which the dispute, claim or controversy arose, notwithstanding that other courts may have jurisdiction over the parties and subject matter, except as may be otherwise provided by the Arbitration Agreement above or in Supplemental Terms applicable to your region. Notwithstanding the foregoing, any dispute, claim, or controversy arising out of or relating to incidents or accidents resulting in personal injury (including but not limited to sexual assault or harassment claims) that you allege occurred in connection with your use of the Services, whether before or after the date you agreed to these Terms, shall be brought exclusively in the state or federal courts in the state in which the incident or accident occurred, notwithstanding that other courts may have jurisdiction over the parties and subject matter, and except as may be otherwise provided in the Arbitration Agreement or in Supplemental Terms applicable to your region, to the extent permitted by law. The foregoing Choice of Law and Choice of Forum provisions do not apply to the Arbitration Agreement.

### **General Provisions**

You may not assign these Terms without RIDE's prior written approval. RIDE may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of RIDE's equity, business or assets; or (iii) a successor by merger. Any purported assignment by you in violation of this Section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, RIDE, any Third-Party Provider, or any Out-of-App Experience Provider as a result of these Terms or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. RIDE's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by RIDE App in writing. This provision shall not affect the Severability and Survivability section of the Arbitration Agreement of these Terms.

### **RIDE App Driver Guidelines**

As a driver or Company Transportation Provider, you register and sign up for a RIDE App account and by doing so, you agree to follow RIDE App User Guidelines. Our guideline is focused on "Safety as our number one priority".

**1. Treat everyone with dignity and respect.**

**2. Timely and Appropriateness:** As a rider, the moment you request for a ride (and based on the pre-formatted information you submitted), the driver (with appropriate vehicle) closest to your area shall respond with a courtesy call identifying self, the type of vehicle, destination and estimated time of arrival at your location. Upon arrival, driver shall courteously introduce self and assist the rider into the vehicle until they reach the requested destination. Driver shall properly endorse the rider to a properly identified authorized representative of the

rider before leaving the area (if applicable).

**3. The interaction shall be cordial and respectful at all times.** Positive and encouraging interaction to encourage meaningful transportation experience is expected. A casual talk that does not involve the topics on age, gender, political and sexual orientation or affiliation is tolerable unless both parties find offensive and disturbing. Verbal, sexual or physical abuse, sexual innuendos or aggressive, threatening interaction, rude behavior is not allowed and shall be a ground for the immediate investigation and or termination of the service. There shall be no physical contact allowed that is intended to harass, abuse, or be interpreted as a misconduct.

**4. All ride requests must be coursed through the RIDE App** and there shall be no pre or post-trip contact at all times. Rider contact shall end when the trip or delivery is completed, unless it's to return a lost item. Unsolicited contact can be perceived as a form of harassment and such includes, for example, texting, calling, social media contact, visiting, or trying to visit someone in person after a ride request has been completed. Drivers are not to share any unnecessary contact information after the ride.

**5. Promptness and Courtesy:** Driver/provider shall always be on time. Both rider and driver shall always observe common respect and courtesy. Physical assistance on an individual such as transfer to and from a wheelchair or an assistive device is part of the service to assure safety and well-being of the individual.

**6. Sexual assault and sexual misconduct** or any type of aggressive behaviour is prohibited. Sexual assault and misconduct refers to sexual contact or behaviour without the consent of the other person. Personal space and privacy shall always be observed. Samples of limited instances to observe: (\*) Do not comment on appearance (for example, derogatory or "complimentary" comments).(\*) Do not make explicit comments or gestures (for example, slurs, or graphic or suggestive messages). (\*) Do not flirt (for example, nonverbal, suggestive flirting, or being too physically close). (\*) Do not use language, or derogatory remarks, make gestures, or take actions that could be disrespectful, discriminatory, threatening, or inappropriate. (\*) Do not discuss personal issues or topics that can potentially be offensive or annoying including but not limited to religion and political beliefs. (\*) Do not make verbal or physical threats of violence toward anybody. (\*) All forms of offensive, and unacceptable behaviour shall be reported to the Customer Service and form part of the daily survey in every ride completed.

**6. Federal and State Laws:** Driver/Provider company shall comply with, and require its staff to comply with, any applicable federal and state laws. Driver/Provider shall ensure that each Rider is free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way the Driver/Provider or its staff treat the rider. driver/Provider shall not discriminate in any way against individual who exercise their rights under this guidelines or the Managed Care Reform and Patients Right Act.

**7. Denial of a Service**

A RIDE App driver/Provider may decline, refuse or deny transportation or companion services for any of the following reasons: (a). Testing Positive for COVID-19 or other form of communicable Illness. User agrees that if at any time within 15 days prior to ride or service request appointment, User tests positive for COVID-19, or other forms of illness or exhibits signs or symptoms of COVID-19, or similar illness, has had close contact with a person confirmed or suspected as having such communicable illness must notify RIDE driver/provider. In such similar instances, that upon careful observation by the RIDE driver/provider, and if it appears or when Driver/provider suspects that rider/User has COVID or any form of communicable disease or illness that could be passed on to the Driver or other persons, Driver/provider has the sole discretion to protect the health and safety of others, and make personal determination that Rider or User is unfit to board the transportation or use of the service requested, Driver/provider may decline or refuse to provide the service at any time for just cause. However, Driver/provider may opt to request for referral to emergency transportation services of a 911 emergency (if necessary). Under no circumstances shall RIDE App driver/provider have any other liability for any compensation or other damages whatsoever for denying the provision of service. (b). Rider/User' unruly Behavior or Demeanor. At the driver/provider's observation before (and or during) the provision of service, the rider is observed as uncooperative, offensive, verbally and physically aggressive, intoxicated, under the influence of any substance, destructive to property, or exhibit of sexual misconduct,) and other forms of behavior that is perceived as a threat to the safety and well-being of others, driver/provider has the sole discretion to deny and or refuse provision of a service after informing rider of the reason for the denial or transportation or companion service. Driver shall immediately inform customer service and report the incidence to the local police of such incidence.(c). Carrying a weapon of any kind (gun, knife, tazer, dangerous dog or animal etc...drugs, drug paraphernalia, and other similar objects. Other objects that are perceived by the driver as a weapon or illegal that endangers the life and safety of others. (d). Driver will decline any and all ride requests outside of the RIDE app. All ride request must be channelled through the RIDE App app to be considered a valid and enforceable ride unless expressly approved or in emergency situations arranged by the RIDE AppCustomer Service Dept.

## **8. Vehicle Standards**

(a) Vehicles to be used in the RIDE service shall not be older than 10 years old and must always be in good working condition. Vehicles must adhere to the vehicle standards set forth in the Client Contract, Third-Party Provider Manual and any applicable provisions of state or federal law. (b) Vehicles must have proper permits and licenses to operate within the area to deliver services required by this Terms of Use. (c) Driver/Third Party Provider shall ensure that every vehicle operating in connection with this Terms is in first class operating condition, and meets the vehicle specifications in Client Contract, Provider Manual and any applicable

provisions of federal, state or local law, rules or regulations. Vehicles shall be maintained in this condition throughout the life of this Terms. (d) Vehicles must meet state, federal, local and manufacturer's safety and mechanical operating and maintenance standards for the vehicle. All vehicles and equipment must be maintained and operated in accordance with the manufacturers' state and federal safety and mechanical operating and maintenance standards. Any vehicle found noncompliant with the state licensing requirements or safety standards, Highway and Transportation Department, or ADA regulations, or other local, state or federal laws or regulations shall be immediately removed from service and shall pass a re-inspection before it may be used to provide transportation services for riders under this Terms. (e) Vehicles shall comply with the Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation as well as Federal Transit Administration (FTA) and Department of Transportation regulations, as and if applicable for the type of vehicle utilized by Provider. (f) Driver/Third Party Provider shall utilize only its own leased or owned vehicles that are registered with the driver or transportation company and shall not sublet, subcontract or arrange for transportation under this Terms from any third party.

**(9) Provider as a Company that Provides Drivers and Employees.**

As a company that provides transportation services using its own employees and staff shall observe the following: (a). Without limiting the generality of the foregoing, by signature on this Agreement, the Driver/Third Party Provider shall certify that: (i). Driver/Provider is fully licensed and/or certified as may be required by federal, state or county laws, rule or regulations. Driver has undergone background check, Fingerprinting and acquired DOJ-FBI Clearance, CPR-First Aid Certified and has undergone Initial Driver Emergency Training. Driver undergoes rider satisfaction survey in every ride serviced and monitored for their daily performance. (ii). Under penalty of perjury the undersigned is authorized to act on behalf of Driver/Provider and that Provider is, to the best of the undersigned's knowledge, not in violation of any state and federal law; (iii) Driver/Provider and Provider's employees and agents are: (1). In good standing and not listed as an excluded person on the U.S. Department of Health and Human Services, Office of Inspector General (OIG)'s List of Excluded Individuals and Entities (LEIE) currently available on the website <http://exclusions.oig.hhs.gov/> ; (2). Not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non procurement Programs" currently found at:<https://www.sam.gov/portal/public/SAM/>; (3). Not listed on the Office of Inspector General (OIG) List of Terminated/Suspended Providers and Barred Individuals; (4). Not listed on list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>; and (5). Driver/Third Party Provider will ensure that the screening will be done pre-employment and every month thereafter.

Driver/Third Party Provider shall document compliance with this section and keep and maintain such documentation for either ten (10) years after the termination of this Agreement or the completion of any audit, suit or inquiry into Provider relative to this Agreement, whichever comes later. (iv) Driver/Third Party Provider represents and warrants that all information furnished to the licensed care facility in connection with facility's credentialing and review is true and correct. (v) Driver/Third Party Provider is not now and never has been excluded from participation in any state or federal health care program. (d). Driver/Third Party Provider is required to provide its Federal Employer Identification Number (FEIN) or Social Security Number (SSN) as applicable to the licensed care facility and such information may then be shared with Clients. By Driver/Provider's signature on this Agreement, Driver/Provider hereby certifies that the FEIN or SSN provided is true and accurate. If this information changes, driver/Provider is required to provide licensed care facility with the new FEIN or SSN within ten (10) days. (a) Driver/Third Party Provider shall inform its staff, including its drivers, of their job duties and responsibilities, and shall provide training for all equipment related to their job duties and vehicles. (b) Driver/Third Party Provider shall ensure its staff and workforce understand the service expectations set forth in this Terms and the Provider Manual. (c) Driver/Third Party Provider will also undergo road testing with the type of vehicle the driver will be operating. (d) Driver/Third Party Provider selection of its drivers shall include:(1). Verification that the driver has an appropriate and valid State driver's license, including a valid business license (if required by the state). The license must be of the class of license, with any required endorsements, that permits the transportation providers' driver to legally operate the vehicle for which they are hired to drive. Such license must be valid at the time of service. (2). Verification that driver has passed a criminal background check and drug check pursuant to the terms set forth in the Client Contract and Provider Manual, however, that if any of the terms in the Client Contract or Provider Manual are inconsistent with and applicable federal and state laws, rules and regulations they shall be amended to conform to such statutes and rules. (3). Verification that driver has passed all the exclusion/debarment screenings. (4). Driver/Third Party Provider shall ensure that all drivers and attendants are properly licensed, qualified, and fit for duty to provide services at the time services are provided. This includes but is not limited to (a). Drivers and attendants are strictly prohibited from using alcohol, narcotics, illegal drugs while performing services; (b). Drivers and attendants are strictly prohibited from using over the counter or prescription drugs that would impair their ability to perform while on duty. (5). If at any time a Provider, its drivers or staff fails to meet any of the criteria within this Terms or required by law, rule or regulation to provide Transportation or Caregiving Services, Provider will immediately notify First in writing and provide an explanation regarding such failure. Such driver shall not be assigned to any services under the RIDE App or its Clients without written

permission from the license facility. (6). Drivers and attendants shall abide by the services terms and conditions set forth in this Terms.

#### **(10) Safety Requirements and Standards.**

**1. Driver Safety Oversight:** RIDE and Transportation Company/Third Party Provider will register with DMV under the Employer Pull Notice Program. RIDE and Transportation provider shall create the following Protocols: (1). Implementing Substance Abuse Testing Program. (2). Pre-Employment: Random, and Post Accident Drug Testing for Drivers and Caregivers, (3). Driver Training Program, (Outline of driver's training), (4). Accessibility Plan (A Plan to address How riders/clients with disabilities are accommodated). (a) Driver/Third Party Provider shall implement policies and procedures that, at a minimum, address the following safety elements and requirements: (i) Safety policies and responsibilities; (ii) Vehicle and equipment standards and procurement criteria; (ii) Operational standards and procedures; (iv) Vehicle driver and employee selection; (v) Driving requirements; (vi) Vehicle driver and employee training; (vii) Vehicle maintenance, including but not limited to preventative and routine maintenance of vehicles; (viii) Hazard identification and resolution; (ix) Equipment for transporting wheelchairs; and (x) Drug and alcohol testing for safety sensitive job positions, including pre-employment, randomization, post-accident and reasonable suspicion. (b). Driver/Third Party Provider shall establish criteria and procedures for selection, qualification and training of all drivers and staff. The criteria shall include, at a minimum, the following: (i) Driver and attendant qualifications and criminal background checks with minimum hiring standards; (ii) Verification and documentation of valid state driver licenses for all employees who drive vehicles and (iii) Verification that driver and any member of Provider's staff providing service under this Terms, including management and administrative services, passes the screening. Such procedures shall include both pre-employment verification as well as ongoing monthly verification during the time such employee provides services; (iv) Completion with training requirements set forth the Provider Manual. (c) Driver/Third Party Provider shall provide or participate in training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of vehicle or vehicle combination before driving unsupervised; (d) Driver/Third Party Provider shall provide written operational and safety procedures to all vehicle drivers before the drivers are allowed to drive unsupervised. These procedures and instructions shall address, at a minimum, the following: (i) Communication and handling of unsafe conditions, security threats and emergencies; (ii) Familiarization and operation of safety and emergency equipment, wheelchair lift equipment, and restraining devices; and (iii) Accident and critical incident reporting. (e) Provider shall maintain the following records for either ten (10) years after the termination of this Terms or the completion of any audit, suit or inquiry into Provider relative to this Terms, whichever comes later: (i) Records of vehicle employee's background checks, screenings and qualifications; (ii) Detailed

descriptions of training administered and completed by each employee; (iii) A record of each vehicle driver's duty status, which shall include total days worked, on-duty hours, driving hours and time or reporting on- and off-duty each day; (iv) Trip Order Sheets, invoices and payments and (v) Any documents required to be prepared by this Terms. (f) If Driver/Provider employs twenty-five (25) or more employees, provider company shall certify that it will provide a drug free workplace.

## **11. Operational and Driving Requirements.**

(a) Provider/Driver shall abide by all applicable regulations regarding wage and hour requirements and hours on the job restrictions for drivers and staff. (b) Provider/Driver shall not permit or require any driver to drive when his or her ability is impaired, or likely to be impaired, by fatigue, illness, or other causes, as to make it unsafe for the driver to begin or continue driving. (c) Provider shall require pre-operational or daily inspection of all vehicles and reporting of all defects and deficiencies likely to affect safe operation or cause mechanical malfunctions. (d) Provider shall maintain a log detailing a daily inspection or test of the parts and devices of the vehicle to ascertain that they are in safe condition and in good working order. (e) Provider shall review daily inspection reports and document corrective actions taken as a result of any deficiencies identified by any inspections. (f) Provider shall retain records of all inspections and any corrective action documentation either ten (10) years after the termination of this Terms or the completion of any audit, suit or inquiry into Provider relative to this Terms, whichever comes later

## **12. Insurance**

(a) Provider shall obtain and maintain insurance, including but not limited to automobile liability insurance and general commercial liability insurance, as is necessary to provide coverage for losses and liabilities arising out of the acts and/or omissions of Providers (or their respective employees and/or agents) in the performance of, or injuries sustained during the provision of, Transportation or Caregiving Services to Covered Persons as contemplated in this Terms, and for so long as Provider is providing Transportation Services in accordance with this Terms. (b) Insurance coverage shall be in amounts that are in keeping with industry standards, applicable laws, rules and regulations and are acceptable to RIDE and the facility and Client, the minimum amounts of which shall be not less than: (i) Auto Insurance: For each vehicle with capacity of more than 10 seats: \$1,000,000.00 combined single limit coverage per occurrence; (2) For each vehicle with a capacity of up to 10 seats: \$500,000 for bodily injury and property damage for one person for any one accident (single limit coverage per occurrence) and \$1,000,000 for bodily injury and property damage to two or more person for any one accident; and (ii) General Liability of not less than \$500,000.00 (General Liability must include sexual abuse and molestation coverage); (iii) Worker's Compensation of at least the state minimum; (iv) Insurance coverage shall list Facility and RIDE

as additional insured and certificate holder and shall be evidenced by certificates of insurance issued by one or more insurance companies licensed to do business in California, containing a fifteen (15) day notice of cancellation endorsement. (c) Insurance coverage shall also list RIDE App/Facility Client(s) as additional insured as evidenced by the certificates of insurance issued by one or more insurance companies licensed to do business in California and other states. (d) Provider shall forward copies of such certificates of insurance to RIDE and Facility prior to commencement of Transportation Services, biannually thereafter, and shall issue to RIDE and Facility and Client, at any time upon request, copies of any applicable certificates of insurance, renewal, surcharge, cancellation notice, and/or verification of coverage. Provider shall provide Facility with at least fifteen (15) days advance written notice in the event of cancellation, restriction or non-renewal of any insurance coverage required herein.

### **13. Vehicle Information and Maintenance.**

For convenience and safety reasons, the RIDE App Platform gives riders/users identifying information about drivers and their vehicles, including their license plate number, vehicle make and model, profile picture, name, and ratings. Drivers/providers are required to maintain their vehicles in good working condition in accordance with industry standards of safety and repair including brakes, lifts, seatbelts, and tires. Driver shall keep maintenance records on the status of their vehicles and provide accurate updates on driver and vehicle information at all times.

### **14. Seat Belts:**

For safety reason, driver shall make sure that rider(s)' seat belt is securely fastened at all times during trips. Every driver, and every rider—including those in the back seat—should always secure their seat belts. Drivers can decline a ride if there are not enough seat belts in their vehicle for every rider.

### **15. Use of DashCams that Record Video and/or Audio:**

Drivers may have the option to install and use a dashcamera, which can record everyride. However, driver shall display a decal notice stating that “*This Ride is video recorded for your safety*” and may have the option to inform the rider that a dashcam is activated for their safety and security and shall be deleted after the ride. In the event of an incident or complain, Driver shall provide the recording as evidence to RIDE, law enforcement, and/or insurance companies. Laws and regulations in some states or cities regulates the use of dashcam and requires rider approval or consent. Therefore, Driver shall check with local laws to understand responsibilities. The sharing or streaming a person's image or audio or video recording on social media or in other digital or physical public locations is a

violation of our RIDE App Terms of Use and shall be grounds for investigation and immediate suspension of the use of the access or use of the RIDE App.

#### **15. Rider Safety Endorsements:**

After each and every ride, particularly in cases when the Rider requires appropriate endorsement, driver shall identify address and location and request name of authorized representative who receives the rider.

#### **16. Car Seats:**

Drivers and riders should comply with applicable laws when traveling with infants and small children. Where use of a car seat is required by law, it's the rider's responsibility to provide and fit a suitable car seat, unless our local guidelines, terms, or other policies say otherwise. Children age 12 and under should travel in the back seat. When picking up riders traveling with small children, drivers can give them extra time to properly install a car seat before driving off. If a rider doesn't have the appropriate car seat, if a driver is not comfortable with a rider installing one in their car, if a child does not appear to be within the height and weight safety requirements for the car seat, or if a driver otherwise feels that the child cannot be safely transported in the seat, the driver can cancel the ride.

#### **17. Service animals and assistive devices**

Federal and state laws prohibit a driver from denying transportation service to riders because of their physical and developmental disabilities. Any rider complaint on a driver refusing transportation service because of rider's service animal or assistive devices is in violation of the Americans with Disabilities Act (ADA) and will result in losing immediate access to the use of RIDE App. Driver can request documentation from a rider if a service animal is not easily identifiable as one.

#### **18. Drugs and alcohol**

Use of prohibited drug or alcohol while using the RIDE App is not allowed. The law prohibits driving while under the influence of alcohol, drugs or other prohibited substances as it impair driver's ability to operate a vehicle safely. When a driver encounters a rider that is too drunk and and or rowdy, and perceives that the rider is aggressive and unsafe for transport, driver may have the right to decline transportation service when driver feels that he/she is risking her/his own safety, driver may exit the vehicle and shall call 911 and contact Compliance Unit to seek further assistance. Driver must report the incidence to Customer service and indicate in the driver survey.

#### **19. Firearms ban**

The law prohibits driver and rider from possession of firearm and or any other forms of weapon while using the RIDE App.

## **20. Fraud:**

The intentional use of false documents, fraudulent information or assuming someone else's identity is prohibited. Driver is required to provide RIDE App with truthful and accurate information when submitting documentations and filing incident reports. Driver participation in any form of fraudulent activity including but not limited to the following: deliberately increasing the time or distance of a trip for fraudulent purposes or otherwise; accepting trip requests without the intention to complete, including provoking riders or Users to cancel for fraudulent purposes; creating dummy accounts for fraudulent purposes; claiming fraudulent fees or charges, like false cleaning fees; intentionally requesting, accepting, or completing fraudulent or falsified trips or deliveries; claiming to complete a false or uncompleted service; actions intended to disrupt or manipulate the normal functioning of the RIDE App, including manipulating the settings on a phone to prevent the proper functioning of the platform and the GPS system; abusing promotions and/or not using them for their intended purpose; disputing charges for fraudulent or illegitimate reasons creating improper duplicate accounts; or falsifying documents, records, or other data or similar activities for fraudulent purposes.

## **21. Street hails and off-platform pickups.**

All ride service requests must be channelled through the RIDE App. Drivers are prohibited from accepting and or soliciting street hails while using the RIDE App. Driver must never solicit transportation services nor accept payment outside the RIDE App.

## **22. All Rides are Monitored**

All the transportation services provided through the RIDE App are monitored for their safety and reliability. When a rider request for transportation or companion services is received via our RIDE App, the computer aided algorithm notifies the closest driver that fits the appropriate ride description ie: Basic Ride or wheelchair van/ nemt ambulance (at least within 7 to 10 miles from the rider). Upon committed response from the driver, customer services and compliance is notified and linked immediately upon driver and rider acceptance of the transaction. RIDE compliance unit monitors/tracks the process as the ride is viewed and monitored LIVE from the time the driver picks-up the rider until arrival at the app-requested destination and rider is endorsed accordingly. The purpose of the monitor is to assure that rider arrives safely and in accordance with the transportation service transaction.

## **23. Driver and Rider Feedback.**

After every completed ride, driver and rider is requested to complete a brief survey of their ride service experience. It is our goal to improve the high quality of our service and to maintain the excellent standard of care in the transportation service we provide to the local community. With the feed back from both drivers and

passengers, our Compliance and Customer Service can monitor the safety of the parties that use our RIDE App by regularly reviewing the survey to address rider comments/complaints to hold the driver accountable for the quality of the service and to provide on-line training to address the issue. For insurance purposes, we review and monitor driver experience through the comments on every ride service provided in order for Compliance to have a balanced understanding of the rider and the passenger experience. Based on the combined feedbacks received from both Rider and Driver, RIDE App is able to make a clear distinction as to who is at fault and can make a clearer or fair judgment when filing insurance claims or police report. Based on the survey, Driver can also describe the demeanour of the Riders on every ride for future claims that Rider may file against the Driver and RIDE App. The surveys have a very important role in the improvement of RIDE App protocol for the prevention of crime and to maintain the quality of our transportation services.

#### **24. Ratings.**

At the end of every ride, the RIDE App app provides rider evaluation and ratings on the ride experience they received. The purpose of the rating is to remind the driver of his responsibilities in providing a safe and meaningful service to the community. Likewise, at every completion of a ride request, driver may rate the rider of his impression of how the rider behaved during the service. The ratings ranges from 1 to 5 stars (1-2:Poor, 3-4: Needs Improvement, 5-6: Good and Satisfactory, 7-8: Very Good, 9-10: Excellent and highly recommended. The rating system improves accountability and helps create a respectful, safe, and meaningful riding experience. Riders will be able to see the driver ratings in advance and can choose their designated driver including male or female gender and may have the option to accept and continue with the driver that responded to their ride request or deny and request for another driver whom they can approve. While all the RIDE App drivers undergo background check and evaluation on a regular basis, RIDE is confident that riders are safe to ride with any of our drivers, using our computer generated algorithm and randomly selected Drivers, and that riders always have the option to choose whomever they are comfortable to ride with at any time.

#### **25. Driver On Line Training.**

RIDE App offers on-line video training for drivers who continue to maintain an average rating of 1-2 :poor up to 3-4 Needs Improvement for three consecutive times within a span of three weeks. Compliance Unit shall review with the driver his performance and rating to address deficiency and compliance unit shall inform Driver that RIDE App account will be temporarily INACTIVE pending resolution of the performance rating deficiency by recommending driver to participate in an in-service training (at driver option and choice to watch training video offered through RIDE App or third party providers on the appropriate subject) to help address the

deficiency. Thereafter, driver shall acknowledge with a signature that driver participated by watching the training video on-line to address deficiency. Compliance unit shall review driver file and if appropriate driver access to the RIDE App app shall be REACTIVATED after the training, and driver shall be reminded to maintain safety protocol and good standing and that any further negative review rating for three consecutive rides, Driver RIDE App account may be permanently discontinued. RIDE App understand that there will be good days and bad days for consideration. If despite of the training, the driver continues to receive a rating of Poor to Needs Improvement ratings within three consecutive rides, driver access to the RIDE App shall be permanently discontinued until further training is undertaken.

## **26. ADA Compliant Service Protocol for Drivers and Companion Providers”**

To ensure all drivers and caregivers that access the Ride Companion Platform to provide consistent, respectful, safe, and ADA Compliant services to clients with disabilities or mobility needs. ALL Driver/caregivers shall undergo on-line training on ADA Regulation and Principles as a basic requirement prior to being granted access to the RIDE App.

### **1. General Principles to Remember:**

- A. All clients must be treated with dignity, respect, and equality, regardless of their physical or cognitive ability.
- B. Services must be compliant with the Americans with Disabilities Act (ADA) which mandates equal access to transportation and caregiving services.
- C. Drivers and caregivers must provide reasonable accommodations without discrimination.

### **2. Driver and Caregiver Conduct Standards.**

- a). Maintain a professional appearance and attitude at all times.
- b). Speak to the client directly, not just the accompanying caregivers.
- c). Be patient, avoid rushing the client, and offer verbal support during all steps of the ride.
- d). Never lift or carry a client without proper training or equipment.

### **3. Pick-up and Drop off Protocol.**

- a). Arrive on time at the client’s home, facility, or designated location at all times.
- b). Knock or ring the bell and wait patiently.

Step 1. *Ride Driver arrives, checks vehicle, greets the passenger with a friendly, smile and a respectful tone of voice and confirms the name of the passenger with walker, wheelchair, or cane: Good day, mr/Ms. \_\_\_\_\_, my name is \_\_\_\_\_ of Ride. I will be assisting you today on your trip to (specify location and purpose of the trip).*

Step 2. *Driver will not touch any part of the passenger and their mobility aid/ wheelchair without verbal permission. Driver will offer proper assistance, but must wait for consent. Use clear language like: "Would you like help getting in?". Support passenger by the elbow if needed - never pull or lift them forcefully.*

Step 3. *Driver shall gently wheel the passenger on to the ramp and then into the vehicle lift or ramp. As soon as the passenger reaches the inside of the vehicle, Driver will always secure wheelchairs and other mobility devices using the vehicle tie-downs, ensure walkers and canes are stored safely inside the vehicle. Driver must ask the passenger, "are you alright, do you feel comfortable, may I assist you with anything?"*

#### 4. Vehicle Entry and Securement.

- A). Ensure the path to the vehicle is safe, dry, and obstacle free.
- B). Open doors for the client and assist with \* Stepping into/out of the vehicle, \* Wheelchair ramp/lift operation (if trained).
- C). Secure seatbelts and shoulder harness for all passengers, including wheelchair tie-downs, if needed.
- D). Never transport a client without all safety restraints properly fastened.

#### 5. During the Ride.

- A. Drive safely, avoid sudden stops, and maintain a calm environment.
- B. Do not use loud music, distracting conversations, or personal phone calls.
- C. If the client appear distressed or needs a break, pause the ride safely and report it to dispatch.

#### 6. Drop-Off Protocol.

- A. Exit the vehicle and assist the client to the door or reception area.
- B. Never leave a client unattended or dropped at the curb,
- C. Endorse the client to a facility representative, staff or relative and note the endorsement on the Ride platform. Introduce self by saying: Hello my name is \_\_\_\_\_, I am endorsing Mr. \_\_\_\_\_ for his/her appointment visit.
- D. Driver will take HIPAA-safe Photo of the drop off area as documentation. No people, no faces, only show the building entrance or signage. Store securely in the approved dispatch system.

#### 7. Communications and Privacy.

- A. Never share client information with unauthorised persons.
- B. Do Not discuss ride details or client medical condition in public.
- C. Use secure company systems to communicate and store data.
- D. Keep all photos, logs, and documentations confidential.

#### 8. Emergency Situations

- A. If a client experiences a fall, medical issue, or severe distress: Call 911 immediately, Notify Ride Customer Service/Compliance Unit Dispatch, and assist the client until help arrives.
- B. Complete an Incident Report within 24-hours from time of incident.

9. Prohibited Behaviours:

- A. No discrimination based on age, disability, race, gender, or religion.
- B. No physical handling of clients beyond ADA guidelines.
- C. No unauthorised photos, recordings, or conversations about clients.
- D. No late arrivals, missed pick-ups, or unattended drop-off at all times.

Acknowledgement: All drivers and caregivers have read, understood, adhere, and acknowledge that they will abide by these rules in accordance with ADA and CPUC-TN guidelines. Violations may lead to immediate suspension, termination from the use of the Ride Companion Platform and or file criminal charges in accordance with the law.

Term of Agreement.

This Agreement shall become effective on the date shown below for an initial one year term and shall automatically renew for two additional one year terms unless terminated by either party.

Termination.

This Agreement may be terminated pursuant to the following provisions: (a). Either party may terminate this Agreement with or without cause by giving sixty (60) days written notice to the other party of the effective date of termination. If the Facility gives notice of termination within thirty (30) days of receiving notice of a rate increase by Transporter, only thirty (30) days notice shall be required to effect a termination and the existing rates will remain in effect for the thirty (30) days before termination. (b). Either party may terminate this Agreement in the event of the other party's material breach hereof; provided, however, that termination for breach shall not become effective unless and until the party in breach has been given written notice of such breach describing the nature of the breach with sufficient specificity to permit its cure, and such party shall have failed to have cured such breach to the reasonable satisfaction of the other within thirty (30) days following said notice. (c). In the event of nonpayment by the Facility of any amount due hereunder, Transporter may terminate this Agreement on ten (10) days written notice. (d). In the event a party files a voluntary petition in bankruptcy or makes an assignment for the benefit of creditors or otherwise seeks relief from creditors under any federal or state bankruptcy, insolvency, reorganization or moratorium statute, or is the subject of an involuntary petition in bankruptcy which is not dismissed with prejudice within sixty (60) days of its filing, the other party may terminate this Agreement immediately. Termination shall have no effect upon the rights or

obligations of the parties arising out of any transactions occurring prior to the effective date of such termination.

EXECUTED to be effective as of \_\_\_\_\_, 20\_\_\_\_.

By:

Facility Name

By:

Printed Name:

Title: \_\_\_\_\_

NPI #: \_\_\_\_\_

Acknowledged by Transporter: \_\_\_\_\_, 20\_\_\_\_.