

Terms of Service

Last updated: August 25, 2017

THIS FOLLOWING USER AGREEMENT DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH POGO OFFERS YOU ACCESS TO THE POGO PLATFORM.

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER.

1. Agreement to Terms

Hello and welcome to Pogo, Inc. ("**Pogo**," "**Us**," "**We**" or "**Our**"), a mobile device application ("**App**") and website located at www.pogorides.com (the "**Site**"). These Terms of Service ("**Terms**"), along with Our Privacy Policy, which is incorporated herein by reference, constitute the user agreement (the "Agreement") for the Site, desktop and mobile software internet application platform owned and operated by Pogo, Inc. (the "**Services**"). This Agreement is a legally binding agreement made between you ("**User**," "**You**," "**Your**," "**Yourself**," "**Driver**," "**Passenger**," or "**Ride Requestor**," as applicable) and Pogo. If You are a parent or guardian of a minor who may use the Services (a "**Minor Passenger**," as defined in Section 6 below), You are legally consenting to these Terms on behalf of such Minor Passenger.

Pogo is willing to license, not sell, the Services to You only upon the condition that You accept all the terms contained in this Agreement. By signing up with or by using the Services, You indicate that You understand this Agreement and accept all of its terms. If You do not accept all the terms of this Agreement, then Pogo is unwilling to license the Services to You and You should not use the Services.

The Services provide a means to enable persons who seek transportation to certain destinations ("**Ride Requestors**") to coordinate Rides for Passengers with persons driving to or through those destinations ("**Drivers**") in the nature of ride sharing. Drivers are not paid and are not required to undergo Checks and Monitoring, but may do so voluntarily at their own expense. Drivers are Users of the Services who provide Rides.

This Agreement describes the terms and conditions that will govern Your use of and participation in the Services.

For purposes of this Agreement, all transportation coordinated through the Services among Users or Between Users and Drivers shall collectively be defined as "**Ride**" or "**Rides**" or "**Ride Offer**" or "**Ride Request**."

Please read this Agreement carefully before using the Services. You must read, agree with and accept all of the terms and conditions contained in this Agreement, which includes those terms and conditions expressly set out below and those incorporated by reference, before You use the Services. By accessing the Services or offering or accepting Rides, You agree to be bound by the terms and conditions of this Agreement with respect to such usage.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT USE OR ACCESS THE SERVICES.

2. General Disclaimer

POGO DOES NOT PROVIDE TRANSPORTATION SERVICES, AND POGO IS NOT A TRANSPORTATION CARRIER. IT IS UP TO THE DRIVER TO DECIDE WHETHER OR NOT

TO OFFER A RIDE TO A RIDE REQUESTOR THROUGH THE SERVICES, AND IT IS UP THE RIDE REQUESTOR TO DECIDE WHETHER OR NOT TO ACCEPT A RIDE FROM ANY DRIVER THROUGH THE SERVICES. ANY DECISION BY A USER TO OFFER OR ACCEPT RIDES THROUGH THE SERVICES IS A DECISION MADE IN SUCH USER'S SOLE DISCRETION. POGO OFFERS INFORMATION AND A METHOD TO CONNECT DRIVERS AND RIDE REQUESTORS WITH EACH OTHER TO COORDINATE SHARED RIDES, BUT DOES NOT, AND DOES NOT INTEND TO, PROVIDE "FOR HIRE" TRANSPORTATION SERVICES OR ACT IN ANY MANNER AS A TRANSPORTATION CARRIER, AND HAS NO RESPONSIBILITY OR LIABILITY FOR ANY TRANSPORTATION SERVICES VOLUNTARILY PROVIDED TO ANY PASSENGER BY ANY DRIVER USING THE SERVICES.

We cannot verify or guarantee the accuracy of the information Users provide on the Services, and We do not control the information provided by Users that is made available through the Services. Therefore, Pogo cannot and does not confirm each User's purported identity or representations those Users make on the Services other than as explicitly laid out in these Terms. You may find other Users' information to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using the Services. Please note that there are also risks of dealing with underage persons or people acting under false pretense. By using the Services, You agree to accept such risks and that Pogo is not responsible for the acts or omissions of Users on the Services. We encourage You to communicate directly with each potential Driver or Ride Requestor prior to coordinating a Ride.

3. Changes to Services and Terms

Because Our Services are evolving over time, We reserve the right to change or discontinue all or any part of the Services any time and without notice, at Our sole discretion. Pogo also reserves the right, at its sole discretion, to amend these Terms at any time by posting the amended terms on the App and the Site. We will also update the "Last Updated" date at the top of these Terms. If We post amended Terms on the App and Site, You may not use the Services thereafter without accepting the amended Terms. Except as stated below, all amended Terms shall automatically be effective after they are posted on the App and Site. By continuing to access or use the Site, App or Services after We have posted a modification on the Site or the App or have provided You with notice of a modification, You are indicating that You agree to be bound by the modified Terms. If the modified Terms are not acceptable to You, Your only recourse is to cease using the Site, App and Services.

4. Introduction to the Services

Below is a list of some of the important things We do and don't do.

What We do:

- We provide a platform via Our App and Our Website (defined above as the "Services") for Ride Requestors and Drivers who register with Us to coordinate shared Rides with each other.
- We allow Users to post and display information on the Services about themselves and Minor Passengers on whose behalf the User submits a Ride Request, which Drivers can see prior to accepting Ride Requests.
- We allow Users to form "**Groups**" in order to facilitate Rides among members of the Group. Members of a Group are able to see other members' profile information,

including information about the adult member, any Minor Passengers included in the member's profile, and vehicle information that may be included in the member's profile. Users of the Services who are not members of a Group are not able to see the Group's members (except for the Group administrator) or their profile information.

- We allow Users who wish to act as Drivers to post Ride Offers for Passengers.
- We also allow Users to act as Ride Requestors and post Ride Requests for Passengers
- After receiving a Ride Request, Drivers can then choose to accept the Ride Request and coordinate a Ride in whatever manner the Driver deems appropriate, including coordinating Rides among Passengers from different Groups. Users who have special instructions for Drivers must specify such instructions in the "Notes" field of the Ride request. Pogo cannot control whether a Driver will or can abide by such instructions.
- In the event there is a dispute between or among two or more Users with respect to a Ride, We may—but are not obligated to—investigate the dispute.
- We may send You text messages, push notifications, emails and other communications, including advertising and promotional materials from Pogo or third parties.
- We may remove from Our site any Inappropriate Content when We become aware of it.
- Through Our third party partners, We may provide driving record and/or background checks, GPS tracking, and driving behavior monitoring (collectively, "**Checks and Monitoring**"). Drivers may voluntarily request Checks and Monitoring at their own expense.

What We don't do:

- We are not a transportation carrier. We do not provide or arrange for provision of cars or drivers. Users who offer themselves as Drivers or Passengers on the Services are not employees or agents of Pogo and have no authority to act or speak on Pogo's behalf.
- We do not make any representations or warranties about Drivers or their vehicles. We do not monitor, inspect or verify the information Drivers post about themselves or their vehicles on the Services.
- We do not verify the truth or accuracy of information provided by Users on the Services other than as explicitly set out in these Terms. It is up to You to evaluate and determine whether You want to share a Ride with one or more other Users.
- We do not allow Ride Requestors to request Rides on behalf of anyone other than the Ride Requestor or Passengers on whose behalf the Ride Requestor has legal authority to request a Ride.
- It is up to You to coordinate with Your Driver and other Users if You would like to specify which Passengers should be included in a Ride or provide other special instructions. Pogo cannot control whether a Driver will or can abide by such instructions.

- We do not provide any assurances that any Rides negotiated between Users in fact will occur; that Drivers will pick up Passengers on time or at all; or that Passengers will reach their destinations on time or at all. We also make no representations or warranties regarding the timing, duration, quality or safety of the Rides.
- The Checks and Monitoring We may offer are in no way a representation or warranty regarding the accuracy of the information that Users post about themselves or their vehicles, and do not constitute representations or warranties regarding the quality or safety of the Users, their vehicles, or the Rides.
- We do not express any opinion, nor do We make any assurances regarding, the truth or accuracy of any User reviews or ratings. We do not regularly monitor or remove reviews or ratings, or any portion thereof, unless they contain Inappropriate Content.

5. Ride Requests

A Ride Requestor may request a Ride on behalf of a Passenger for whom the User has legal authority to contract, by providing the necessary descriptive information for the desired Ride through the Services, including (1) the Passenger who will be participating in the Ride, (2) the pick-up and drop-off locations, (3) the desired pick-up time and date and (4) the desired drop-off time and date (collectively, the **“Ride Description”**). The Ride Requestor may—but is not obligated to—consent to Passengers (including Minor Passengers) being able to communicate with the Driver through text message, in which case the Ride Requestor will also provide the Passengers’ mobile numbers. If such consent is not provided, Passengers other than the Ride Requestor will not receive communication from, and will not be able to send communication to, the Driver.

The terms defined by the Ride Requestor and Driver with respect to the Ride, including but not limited to the pick-up location, drop-off location, pick-up time, drop-off time, identity of Passenger[s], and route, constitute an agreement between the Ride Requestor and the Driver. You acknowledge and agree that You, and not Pogo, will be responsible for performing the obligations of any such agreements, that Pogo is not a party to such agreements, and that Pogo disclaims all liability arising from or related to any such agreements.

Once Pogo receives confirmation of a Ride request from the applicable Driver, Pogo will send the Driver, Ride Requestor and Passenger (if the Ride Requestor has consented to notification messages or such Passenger) message notification confirming the Ride.

6. Eligibility to Use the Services

The Services are available only to, and may only be used by, individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, certain parts of the Services are available to minors younger than age 18 whose parents or guardians have consented to such minors’ use of the Services (**“Minor Passengers”**). The Services are not intended to allow adult Passengers unless they are parents or guardians of Minor Passengers.

The Services are not available to temporarily or indefinitely terminated Users. By using the Services, You represent and warrant that (1) You are at least 18 years old and capable of forming a binding contract with Pogo and are not barred from using the Services under applicable law or (2) that Your parent or guardian has consented on Your behalf to Your use of the Services. If You are utilizing the Services on behalf of a Passenger (including but not limited to Minor Passengers), You represent that You are legally authorized to enter into this

agreement and agreements with Drivers on behalf of such Passenger. Please see Section 8 for additional User representations and warranties.

You must be willing to provide general biographical information for Yourself and, as applicable, Passenger[s] on whose behalf You use the Services. In the event the Minor Passenger on whose behalf You are utilizing the Services is under the age of 13, by providing such information about the Minor Passenger, You affirm that You are the Minor Passenger's parent or guardian and have all requisite authority to provide Us with such information and to authorize Us to use such information. For more information on Pogo's policies related to children under the age of 13 and The Children's Online Privacy Protection Act ("COPPA"), please refer to the Pogo Privacy Policy.

By using the Services, You represent and warrant that You have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement.

7. Account Information

You are the sole authorized user of Your account. You are responsible for maintaining the confidentiality of any password provided by You or Pogo for accessing the Services. You are solely and fully responsible for all activities that occur under Your password or account. Pogo has no control over the use of any User's account and expressly disclaims any liability derived therefrom. Should You suspect that any unauthorized party may be using Your password or account or You suspect any other breach of security, You will contact Us immediately at support@pogorides.com.

8. User Representations and Warranties

As a condition to use of the Services, You represent, warrant and agree that You will abide by Pogo's User standards:

For Drivers:

- a) Drivers must possess a valid Driver's license and be authorized to operate a motor vehicle and possess all appropriate licenses and other legal authority necessary to operate his or her vehicle in the jurisdiction in which Driver uses the Services and gives Rides.
- b) Drivers must possess automobile insurance required by State statutory minimums.
- c) Drivers must own, or have the legal right to operate, the vehicle such Driver uses when accepting Passengers, and such vehicle must be in good operating condition and meet all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind.
- d) Drivers must be willing to provide and share general biographical information (such as legal name, age, phone number) with Ride Requestors, Passengers (including Minor Passengers), and Pogo.
- e) Drivers will be solely responsible for any and all liability which results from or is alleged to result from the operation of the vehicle the Driver uses to transport Passengers, including, but not limited to personal injury, death and property damages suffered by Passengers and others.
- f) In the event of a motor vehicle accident, the Driver will be solely responsible for compliance with any applicable law, and making all necessary communications with the Driver's insurance carrier and the insurance carriers of the other persons involved in the accident.

- g) Drivers will obey all applicable laws related to the matters set forth herein, and will be solely responsible for any violations of such laws.
- h) Drivers will not make any misrepresentation regarding Pogo, the Services, the Rides, or the Driver's status as a Driver.
- i) Drivers must have a mobile phone in his or her possession and the App open and operational at all times during the Ride in order to facilitate communication with the applicable Ride Requestor and Passenger[s]. Drivers must not interact with the App while driving, except as permitted by applicable law.
- j) Drivers will not provide, or offer to provide, transportation services for profit, as a public carrier or taxi service, charge for rides or otherwise seek non-voluntary compensation from Ride Requestors or Passengers, or engage in any other activity in a manner that is inconsistent with the Driver's obligations under these Terms.
- k) Drivers must not permit anyone other than the Driver to drive the Driver's vehicle during a Ride.
- l) Drivers agree that Pogo may, at its sole discretion, prohibit a Driver from being or continuing to be a Driver and providing Rides under the Services.

For Ride Requestors/Passengers:

- a) Ride Requestors must be at least 18 years old and capable of forming a binding contract with Pogo and not barred from using the Services under applicable law.
- b) Ride Requestors who are using the Services on behalf of a Minor Passenger or other Passenger must consent on the Passenger's behalf to use of the Services, and represent and warrant that the Ride Requestor is legally authorized to enter into this agreement and agreements with Drivers on behalf of such Passenger.
- c) Passengers must be at the designated pick-up location at the designated time. If Passengers will not be at the appointed pick-up location at the designated time, the Passenger or Ride Requestor should use the App to notify the Driver.
- d) Passengers must not do anything during a Ride that could compromise the safety of the Driver, other Passengers, or the vehicle.
- e) The Ride Requestor must have a mobile phone in his or her possession and the App open and operational at all times an hour before the Ride, during the Ride, and an hour after the Ride's designated end time in order to facilitate communication with the applicable Driver and Passenger[s] (if the Ride Requestor has consented to such communication with the Passenger).
- f) Passengers must abide by the Driver's reasonable requests regarding Passenger behaviors that could damage or blemish the interior of the Driver's vehicle.

All Users:

- a) You represent and warrant that the information You input into Your Pogo account and the information You make visible to other Users (Your "**profile information**") is accurate, current and complete. You agree to maintain and timely update Your account and profile information to keep it accurate, current and complete at all times during Your use of the Services. You agree that Users and Pogo may rely on Your account and profile information as accurate, current and complete.
- b) Users will not:
 - 1) Transport any illegal or hazardous objects or material during Rides.
 - Impersonate any person or entity; "stalk" or otherwise harass any person.

- 2) Express or imply that any statements You make are endorsed by Pogo, without Our specific prior written consent.
 - 3) Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Services.
 - 4) Post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; remove any copyright, trademark or other proprietary rights notices contained in the Services.
 - 5) Rent, lease, lend, sell, redistribute, sublicense, copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Services, any updates, or any part thereof.
 - 6) Interfere with or disrupt the Services or Rides or the servers or networks connected to the Services; post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment connected to the Services; forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Service; "frame" or "mirror" any part of the Service, or use meta tags or code or other devices containing any reference to Us or the Services in order to direct any person to any other web site for any purpose.
- c) You warrant, represent, and agree that Your account and profile information and Your interactions on the Services, including Your reviews of other Users, shall not be false, inaccurate or misleading (directly or by omission or failure to update information); infringe any third party's rights, including but not limited to intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; violate any law, statute, ordinance or regulation; be defamatory, libelous, abusive, obscene, profane, offensive, threatening, harassing, or racially offensive; contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; or link directly or indirectly to any other web sites.
 - d) You represent, warrant, and agree that You will use the Services in a manner consistent with all applicable laws and regulations. We reserve the right to, but are not obligated to, investigate and terminate Your participation in the Services if You misuse the Services or the Rides, or behave in a way which could reasonably be regarded as inappropriate, unlawful or illegal.
 - e) If You sign up for the Services on behalf of a company or other entity, You represent and warrant that You have the authority to accept these Terms on its behalf.
 - f) You agree that You will not transfer, use, or sell Your Pogo account and/or User information to any another party. We reserve the right, but We have no obligation, to terminate any account for noncompliance with these Terms.
 - g) You acknowledge and agree that Pogo has no obligation to monitor Your access to or use of the Services or Rides or to review or edit any content, but has the right to do so for the purpose of operating the Services, to ensure Your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.
 - h) You are solely responsible for, and assume any and all risk and liability associated with, Your conduct with other people You may interact with through the Services.

Pogo acts only as a passive conduit for Users' coordination of Rides. POGO ENDEAVORS TO ENSURE POSITIVE INTERACTIONS BETWEEN RIDE REQUESTORS, PASSENGERS, AND DRIVERS AND WORKS HARD TO ENSURE AN OPTIMAL, COMFORTABLE AND SAFE EXPERIENCE. HOWEVER, DRIVERS ARE HUMAN BEINGS, AND NO ONE IS PERFECT. POGO DOES NOT CONTROL, AND MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, OR ACCURACY OF, THE DRIVERS' PERFORMANCE OF RIDES OR THE CONDITION OF THE VEHICLES IN WHICH RIDES ARE PERFORMED. THE PROVISION AND QUALITY OF RIDES REQUESTED THROUGH THE USE OF THE SERVICES IS ENTIRELY THE RESPONSIBILITY OF THE APPLICABLE DRIVER. POGO MAKES NO WARRANTY, AND UNDER NO CIRCUMSTANCE ACCEPTS LIABILITY IN CONNECTION WITH AND/OR ARISING FROM, DRIVERS' PROVISION OF RIDES, THE CONDITION OF THE VEHICLES IN WHICH RIDES ARE PERFORMED, ANY ACTS, ACTION, BEHAVIOR, CONDUCT, AND/OR NEGLIGENCE ON THE PART OF THE DRIVER, OR ANY LOSS OF OR DAMAGE TO RIDE REQUESTOR OR PASSENGER, OR TO RIDE REQUESTOR OR PASSENGER'S PROPERTY, CAUSED BY A RIDE.

9. Groups

Group membership is controlled by the administrator/creator of each Group, but access must be provided in accordance with these Terms.

Only Users with invited phone numbers or emails can post Ride requests and offer Rides in a Group.

10. Limited License to Use the Services

Pogo owns and retains ownership in the Services and all intellectual property therein. Contingent upon Your compliance with these Terms and Privacy Policy, Pogo hereby grants to You a limited, non-transferable, non-exclusive, non-assignable, revocable license to use the Services, Site, and App.

11. Additional Terms for App Store Apps

If You accessed or downloaded the App from the Apple Store, then You agree to use the App only: (1) on an Apple-branded product or device that runs iOS (Apple's proprietary operating system software); and (2) as permitted by the "Usage Rules" set forth in the Apple Store Terms of Service. If You accessed or downloaded the App from any app store or distribution platform (like the Apple Store, Google Play or the Amazon Appstore) (each, an "**App Provider**"), then You acknowledge and agree that:

- These Terms are concluded between You and Pogo, and not with App Provider, and that, as between Pogo and the App Provider, Pogo is solely responsible for the App.
- App Provider has no obligation to furnish any maintenance and support services with respect to the App.
- In the event of any failure of the App to conform to any applicable warranty, You may notify App Provider and App Provider will refund the purchase price for the App to You (if applicable) and, to the maximum extent permitted by applicable law, App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims,

losses, liabilities, damages, costs or expenses attributable to any failure of an App to conform to any warranty will be the sole responsibility of Pogo.

- App Provider is not responsible for addressing any claims You have or any claims of any third party relating to the App or Your possession and use of the App, including, but not limited to: (1) product liability claims; (2) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.
- In the event of any third-party claim that the App or Your possession and use of the App infringes that third party's intellectual property rights, Pogo will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim solely to the extent required by these Terms.
- App Provider and its subsidiaries are third-party beneficiaries of these Terms as related to Your license of the App, and that, upon Your acceptance of the terms and conditions of these Terms, App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to Your license of the App against You as a third party beneficiary thereof.
- You agree to comply with all U.S. and foreign export laws and regulations to ensure that neither the App nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the App You represent and warrant that: (1) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) You are not listed on any U.S. Government list of prohibited or restricted parties.

12. User Provided Content

Pogo may, in Pogo's sole discretion, permit You from time to time to submit, upload, publish or otherwise make available to Pogo through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and ratings and reviews ("**User Content**"). User Content should not necessarily be relied upon. We do not guarantee the accuracy, completeness, or usefulness of any User Content on the Services. We do not adopt or endorse, nor are We responsible for, the accuracy or reliability of any opinion, advice, or statement made by parties other than Us on the Services. Under no circumstances will We be responsible for any loss or damage resulting from anyone's reliance on User Content. We reserve the right, but We have no obligation, to monitor User Content. Notwithstanding this right, You remain solely responsible for any User Content that You submit to the Services. We shall have the right to remove any such material that in Our sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

Any User Content provided by You, except Feedback (defined below) remains Your property. However, by providing User Content to Pogo, You grant Pogo a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Pogo's business and on third-party sites and services), without further notice to or consent from You, and without the requirement of payment to You or any other person or entity.

You represent and warrant that: (i) You either are the sole and exclusive owner of all User Content or You have all rights, licenses, consents and releases necessary to grant Pogo the license to the User Content as set forth above; and (ii) neither the User Content nor Your

submission, uploading, publishing or otherwise making available of such User Content nor Pogo's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that includes links to or marketing content for third party sites or products or is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Pogo in its sole discretion, whether or not such material may be protected by law ("**Inappropriate Content**"). Pogo may, but is obligated to, review, monitor, or remove User Content, at Pogo's sole discretion and at any time and for any reason, without notice to You.

You represent and warrant that You own or otherwise control all of the rights to the User Content that You post; that such User Content is accurate; that posting of such User Content does not violate these Terms and will not cause injury to any person or entity; and that You will indemnify Us for all claims resulting from User Content You supply.

13. Third Party Content and Links

The Services may contain links to other web sites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Content"). Such Third Party Content is not investigated, monitored or checked for accuracy, appropriateness, or completeness by Us, and We are not responsible for any Third Party Sites accessed through the Services or any Third Party Content posted on, available through or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Content. Inclusion of, linking to or permitting the use or installation of Third Party Content does not imply approval or endorsement thereof by Us. If You decide to leave the Services and access the Third Party Sites or to use or install any Third Party Content, You do so at Your own risk and You should be aware that Our Terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any web site to which You navigate from the Services or relating to any applications You use or install from the Services.

14. Location Information

Location data provided by the Services is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage, or other loss. Neither Pogo, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data displayed by the Services, whether provided by Pogo, Third Party Content, or Users.

Geolocation data that You upload, provide, or post on the Services may be accessible to certain Users of the Services. You assume any and all risk of providing such data to other Users of the Services.

15. Pogo Communications to Users

E-mail communications, text messages, and other messages sent from Us through the Services are designed to make Your Pogo experience more efficient. You specifically agree to accept and consent to receive Pogo e-mail communications and text messages, which include, without limitation: notification messages informing You about potential available Drivers or Passengers,

messages regarding the status and coordination of Your Ride and Ride Description through the Services, messages informing You of promotions We run, and messages informing You of new and existing features We provide. If You are a parent or guardian with legal authority to do so, You must consent on behalf of a Minor Passenger before that Passenger can receive text notifications or phone calls through the Services.

16. Network Access and Devices

You are responsible for obtaining the device and 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 a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and any updates thereto. Pogo 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.

17. Intellectual Property

All intellectual property rights in the Services are owned by Us absolutely and in their entirety. These rights include and are not limited to database rights, copyrights, design rights (whether registered or unregistered), trademarks (whether registered or unregistered), trade dress, and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Services are the property of their respective owners.

18. Copyright Complaints and Copyright Agent – DMCA Provision

Pogo respects the intellectual property of others, and expects Users to do the same. If You believe, in good faith, that any materials on the Services infringe upon Your copyrights, please send the following information to Pogo 's Copyright Agent at 3400 Wallingford Ave N #171, Seattle, Washington, 98103:

- a) A description of the copyrighted work that You claim has been infringed, including specific location on the Services where the material You claim is infringing is located. Include enough information to allow Pogo to locate the material, and explain why You think an infringement has taken place;
- b) A description of the location where the original or an authorized copy of the copyrighted work exists – for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
- c) Your address, telephone number, and e-mail address;
- d) A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- e) A statement by You, made under penalty of perjury, that the information in Your notice is accurate, and that You are the copyright owner or authorized to act on the copyright owner's behalf; and
- f) An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

We may terminate access, usage or subscription to the website, as the case may be, for repeat infringers in appropriate circumstances.

19. Indemnity

You are solely responsible for Your actions on the Services, and for the Passengers on whose behalf You coordinate Rides on the Services. You are therefore solely responsible for, and will compensate Us for, any and all liability we incur due to Your actions or the actions of Passengers on whose behalf You coordinate Rides on the Services. Specifically, You will defend, indemnify, and hold Us and Our officers, directors, employees, agents and any third party partners harmless for any losses, costs, liabilities and expenses (including reasonable attorneys' fees and costs) relating to or arising out of Your use of the Services (including User Content You post) or Your provision or acceptance of Rides on Your own behalf or on behalf of other Passengers, including but not limited to Your breach of these Terms, Your violation of any law or the rights of a third party, including, without limitation, Drivers, Ride Requestors, Passengers, other motorists, and pedestrians, any allegation that any materials that You submit to Us or transmit to the Services infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; Your ownership, use or operation of a motor vehicle, including Your provision of Rides to Passengers; and/or any other activities in connection with the Services and Rides. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

IN NO EVENT WILL A GROUP BE HELD LIABLE FOR ITS MEMBERS' CONDUCT. IN THE EVENT THAT A CLAIM IS BROUGHT AGAINST A GROUP ARISING OUT OF ITS MEMBER'S CONDUCT, THE MEMBER OR MEMBERS WHOSE CONDUCT GAVE RISE TO THE CLAIM AGREE TO INDEMNIFY AND HOLD THE GROUP HARMLESS FOR SUCH CLAIM.

Specifically, a member of a Group (the "Indemnifying Party") shall, at its sole cost and expense, indemnify, defend and hold the Group, its affiliates and subsidiaries, and its and their respective directors, officers, employees and agents (the "Indemnified Parties") harmless from any and all costs, expenses (including reasonable attorney's fees), losses, damages or liabilities incurred insofar as such costs, expenses, losses, damages or liabilities are based on any action or inaction by the Indemnifying Party. Each Indemnified Party shall promptly notify the Indemnifying Party in writing of any claim for which it seeks indemnification, provided the failure or delay in doing so shall not relieve the Indemnifying Party from any obligation to indemnify any Indemnified Parties, except to the extent such delay or failure prejudices the defense of any such claim.

20. Release of Pogo in User Disputes

Pogo reserves the right, but has no obligation, to monitor and manage disputes between You and other Users of the Services. You are solely responsible for Your interaction with other Users of the Services and other parties that You come in contact with through the Services. You will cooperate fully with Pogo in any investigation of suspected unlawful, fraudulent or improper activity, including, without limitation, granting Pogo access to any password-protected portions of Your account. Pogo hereby disclaims any and all liability to You or any third party relating to any dispute between You and other Users of the Services.

In the event that You have a dispute with one or more Users, You agree to release Pogo (and Our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes with other Users or to Your use of the Services or Rides.

21. Other Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." POGO 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, POGO MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES, RIDES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. POGO 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 OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

POGO'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION SERVICES WITH OTHER USERS, BUT YOU AGREE THAT POGO HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO THE SERVICES OR ANY RIDES COORDINATED OR OFFERED BY YOU THROUGH THE SERVICES OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. YOU ASSUME ALL LIABILITY AND RISK OF USING THE SERVICES AND COORDINATING AND/OR OFFERING RIDES.

WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR DISPUTES BETWEEN YOU AND OTHER USERS. PLEASE CAREFULLY SELECT THE TYPE OF INFORMATION THAT YOU POST ON THE SITE OR THROUGH THE SERVICES OR RELEASE TO OTHERS. WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER USERS (INCLUDING UNAUTHORIZED USERS, OR "HACKERS"). POGO ONLY OFFERS TECHNOLOGY THAT ENABLES DRIVERS AND RIDERS TO COORDINATE SHARED TRANSPORTATION. POGO DOES NOT OFFER TRANSPORTATION SERVICES AND POGO IS NOT A TRANSPORTATION COMPANY OR CARRIER. WE ARE NOT INVOLVED IN THE ACTUAL TRANSPORTATION SERVICES BETWEEN DRIVERS AND RIDERS. AS A RESULT, WE HAVE NO CONTROL OVER THE QUALITY OR SAFETY OF ANY VEHICLE OR OF THE TRANSPORTATION THAT OCCURS AS A RESULT OF THIS SERVICE; NOR DO WE HAVE ANY CONTROL OVER THE TRUTH OR ACCURACY OF USERS' AND PASSENGERS' INFORMATION LISTED ON POGO. WE CANNOT ENSURE THAT A DRIVER OR PASSENGER IS WHO HE OR SHE CLAIMS TO BE OR THAT A DRIVER OR PASSENGER WILL ACTUALLY COMPLETE AN ARRANGED RIDE. WE RESERVE THE RIGHT TO CHANGE ANY AND ALL CONTENT, SOFTWARE AND OTHER ITEMS USED OR CONTAINED IN THE SERVICES AT ANY TIME WITHOUT NOTICE.

THE SERVICE MAY BE TEMPORARILY UNAVAILABLE FROM TIME TO TIME FOR MAINTENANCE OR OTHER REASONS. POGO ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, USER COMMUNICATIONS. POGO IS NOT RESPONSIBLE FOR ANY TECHNICAL MALFUNCTION OR OTHER PROBLEMS OF ANY TELEPHONE NETWORK OR SERVICE, COMPUTER SYSTEMS, SERVERS OR PROVIDERS, COMPUTER OR MOBILE PHONE EQUIPMENT, SOFTWARE, FAILURE OF EMAIL OR PLAYERS ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY SITE OR COMBINATION THEREOF, INCLUDING INJURY OR DAMAGE TO A USER'S OR TO ANY OTHER PERSON'S COMPUTER, MOBILE PHONE, OR OTHER HARDWARE OR SOFTWARE, RELATED TO OR

RESULTING FROM USING OR DOWNLOADING MATERIALS IN CONNECTION WITH THE WEB AND/OR IN CONNECTION WITH THE SERVICES.

22. LIMITATION OF LIABILITY

POGO 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, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT POGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

POGO 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 OTHER USER OR ANY THIRD PARTY. POGO SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND POGO'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT DRIVERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH THE SERVICES OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. IN NO EVENT SHALL POGO'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES AND RIDES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED U.S. DOLLARS (US \$500).

THE LIMITATIONS AND DISCLAIMER IN SECTIONS 21 AND 22 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

THE ASSUMPTION OF RISK AND LIMITATION OF LIABILITY SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN POGO AND YOU.

23. Term

The Term begins when You begin using the Services, and continues as long as You use the Services. Use of the Services; i.e., accessing the App or the Site, means that You have officially "signed" the Terms. If You sign up for the Services on behalf of a company or other entity, You represent and warrant that You have the authority to accept these Terms on its behalf.

24. Breach

Without limiting other remedies, We may terminate Your account and participation in the Services, remove Your profile information, warn other Users of Your actions, issue a warning, and any other action deemed reasonable by Us in Our sole discretion, if:

- a) You breach these Terms;
- b) We are unable to verify or authenticate any information You provide to Us;

- c) We believe that Your actions may cause financial loss or legal liability for You, Our Users or Us, or subject Pogo or You or any other User to regulation by any state or local government or regulatory agency; or
- d) We suspect that You have engaged in fraudulent activity in connection with the Services or Rides.

25. Feedback, Complaints and Dispute Resolution

Feedback

We welcome feedback, comments and suggestions for improvements to the Services (“**Feedback**”). You can submit Feedback by contacting Pogo at support@pogorides.com.

Complaints

To resolve a complaint regarding the Service, You should first contact Our Customer Service Department at support@pogorides.com.

Dispute Resolution - Agreement to Arbitrate

You and Pogo agree that any dispute, claim or controversy between You and Pogo arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services or Rides (collectively, “**Disputes**”) will be settled by binding arbitration between You and Pogo, except that each party retains the right: (1) to bring an individual action in small claims court and (2) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights (an “**IP Protection Action**”). The exclusive jurisdiction and venue of any IP Protection Action will be the state and federal courts located in the State of Washington (with the exception of any User, Driver, Passenger or Ride Requester that utilizes the Services through the City of Cupertino or the Fremont Union High School District will be resolved in Santa Clara County under California law) and each of the parties hereto waives any objection to jurisdiction and venue in such courts. **You acknowledge and agree that You and Pogo are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.** Further, unless both You and Pogo otherwise agree in writing, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class or representative proceeding. The parties specifically disclaim application of the United Nations Convention on Contracts for the International Sale of Goods. If this specific paragraph is held unenforceable, then the entirety of this “**Dispute Resolution**” section will be deemed void. Except as provided in the preceding sentence, this “Dispute Resolution” section will survive any termination of these Terms.

The arbitration will be administered by the American Arbitration Association (“**AAA**”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “**AAA Rules**”) then in effect, except as modified by this Dispute Resolution section. (The AAA Rules are available through www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Unless You and Pogo otherwise agree, the arbitration will be conducted in King County, Washington by one arbitrator (with the exception of any User, Driver, Passenger or Ride Requester that utilizes the Services through the City of Cupertino or the Fremont Union High School District will be resolved in Santa Clara County under California law). If Your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that You and Pogo submit to the arbitrator, unless You request a hearing or the arbitrator determines that a hearing is necessary. If Your claim exceeds \$10,000, Your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

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

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

26. Governing Law

These Terms and any action related thereto will be governed by and construed in accordance with the laws of the State of Washington, without giving effect to any conflict of law principles. Any User, Driver, Passenger or Ride Requester that utilizes the Services through the City of Cupertino or the Fremont Union High School District will be resolved in Santa Clara County under California law.

27. Notice

Pogo may give notice by means of a general notice on the Services, electronic mail to Your email address in Your account, or by written communication sent by first class mail or pre-paid post to Your address in Your account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Pogo, with such notice deemed given when received by Pogo, at any time by first class mail or pre-paid post to 3400 Wallingford Ave N #171, Seattle, Washington 98103.

28. Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between Pogo and You regarding the Services and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Pogo and You regarding the Services and Content. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect, unless otherwise specified in these Terms.

29. Assignment

You may not assign or transfer this Agreement, by operation of law or otherwise, without Pogo's prior written consent. Any attempt by You to assign or transfer this Agreement, without such consent, will be null and of no effect. Pogo may freely assign or transfer this Agreement without restriction. The assignment shall be to an assignee that is financially and technically capable of performing Pogo's obligations under this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

30. Waiver

A party's failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of such party. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

31. No Agency

You and Pogo are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

32. Headings

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

If You have any questions about these Terms or the Services, please contact Pogo at support@pogorides.com.

By using Our Services, You agree to be bound by these Terms. If You don't agree to these Terms, do not use the Services.