

provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision, and the remaining terms and provisions hereby shall be unimpaired and shall remain in full force and effect.

#### **12.4. Headings**

The headings of sections in this Agreement are provided for the convenience of reference only and are not intended to be part of or affect the meaning or interpretation of this Agreement or any section.

#### **12.5. Written Notice**

Drover 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 Drover, with such notice deemed given when received by Drover, at any time by first class mail or pre-paid post to Drover Rideshare Co., Attn: User Notices - Legal, 1733 Evergreen Road, Thompsons Station, Tennessee 37179.

#### **12.6. Time is of the Essence**

The parties agree and acknowledge that time is of the essence in the performance of this Agreement.

#### **12.7. Claims of Copyright Infringement**

Claims of copyright infringement should be sent to Drover's designated agent at Drover Rideshare Co., 1733 Evergreen Road, Thompson Station, Tennessee 37179.

#### **12.8. Assignment**

You may not assign these Terms without Drover's prior written approval. Drover may assign these Terms without your consent to (i) a subsidiary or affiliate; (ii) an acquirer of Drover's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Drover or any Third Party Provider as a result of this Agreement 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 the law. Drover'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 Drover in writing.

## 12.9. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning its subject matter and supersedes all prior discussions, agreement, and representations, whether oral or written and whether or not executed by any party.

## PRIVACY

### 1.0. User Privacy Statement (Last Updated: August 24, 2016)

Drover may collect information about you when you, both Drivers and Riders, use our Platform, including, but not limited to, mobile applications, websites, and other online products and services (collectively, the “Services”) and through other interactions and communications you have with us.

#### 1.1. Scope and Application

This Privacy Statement (“Statement”) applies to persons anywhere in the world, wherever you may reside, who use our Platform, Application, or Services to request transportation, delivery, or other on-demand services (“Users”). This Statement does not apply to information we collect from or about Drivers or any other persons who use the Drover Platform under license (collectively “Drivers”). If you interact with the Services as both a User and a Driver, the respective privacy statements apply to your different interactions.

#### 1.2. Collection of Information

We collect information you provide directly to Drover, such as when you create or modify your account, request on-demand services, contact customer support, or otherwise communicate with us. This information includes, but is not limited to, your name, email, phone number, postal address, profile picture, payment method, items requested (for delivery services), delivery notes, and other information you choose to provide.

Drover also collects information when you use our Services. Information may be collected from the following:

**Location Information:** When you use the Services for transportation or delivery, we collect precise location data about the trip from the Drover Application used by the Driver. If you permit the Drover Application to access location services through the permission system used by your mobile operating system (“Platform”), we may also collect the precise location of your device when the app is running in the foreground or background. We may also derive your approximate location from your IP address.

**Contacts Information:** If you permit the Drover Application to access the address book on your device through the permission system used by your mobile platform, Drover may access and store names and contact information from your address book to facilitate social interactions

through our Services and for other purposes described in this Statement or at the time of consent or collection.

**Transaction Information:** Drover may collect transaction details related to your use of our Services, including the type of service requested, date and time the service was provided, amount charged, distance traveled, and other related transaction details. Additionally, if someone uses your promotional code, we may associate your name with that person.

**Usage and Preference Information:** Drover may collect information about how you and site visitors interact with our Services, preferences expressed, and settings chosen. In some cases we do this through the use of cookies, pixel tags, and similar technologies that create and maintain unique identifiers.

**Device Information:** Drover may collect information about your mobile device, including, for example, the hardware model, operating system and version, software and file names and versions, preferred language, unique device identifier, advertising identifiers, serial number, device motion information, and mobile network information.

**Call and SMS Data:** Our Services facilitate communications between Users and Drivers. In connection with facilitating this service, we receive call data, including the date and time of the call or SMS message, the parties' phone numbers, and the content of the SMS message.

**Log Information:** When you interact with the Services, we collect server logs, which may include information like device IP address, access dates and times, app features or pages viewed, app crashes and other system activity, type of browser, and the third-party site or service you were using before interacting with our Services.

### **1.3. Important Information About Platform Permissions**

Most mobile platforms (iOS, Android, etc.) have defined certain types of device data that applications cannot access without your consent. And these platforms have different permission systems for obtaining your consent. The iOS platform will alert you the first time the Drover app wants permission to access certain types of data and will let you consent (or not consent) to that request. Android devices will notify you of the permissions that the Drover Application seeks before you first use the app, and your use of the app constitutes your consent. To learn about the platform-level permissions that the app requires, please visit our new iOS Permissions page and Android Permissions page. Sometimes these permissions require more explanation than the platforms themselves provide, and the permissions we request will change over time, so we've created these pages to serve as authoritative and up-to-date resources for our users.

### **1.4. Information Drover May Collect From Other Sources**

We may also receive information from other sources and combine that with information we collect through our Services. For example:

If you choose to link, create, or log in to your Drover account with a payment provider (e.g., Google Wallet) or social media service (e.g., Facebook), or if you engage with a separate app or website that uses our API (or whose API we use), we may receive information about you or your connections from that site or app.

If your employer uses one of our enterprise solutions, such as Drover for Business, we may receive information about you from your employer.

When you request on demand services, our Drivers may provide us with a User rating after providing services to you.

If you also interact with our Services in another capacity, for instance as a Driver or user of other apps we provide, we may combine or associate that information with information we have collected from you in your capacity as a User or rider.

### **1.5. Use of Information**

Drover may use the information we collect about you to:

Provide, maintain, and improve our Services, including, for example, to facilitate payments, send receipts, provide products and services you request (and send related information), develop new features, provide customer support to Users and Drivers, develop safety features, authenticate users, and send product updates and administrative messages;

Perform internal operations, including, for example, to prevent fraud and abuse of our Services; to troubleshoot software bugs and operational problems; to conduct data analysis, testing, and research; and to monitor and analyze usage and activity trends;

Send or facilitate communications (i) between you and a Driver, such as estimated times of arrival (ETAs), or (ii) between you and a contact of yours at your direction in connection with your use of certain features, such as referrals, invites, split fare requests, or ETA sharing;

Send you communications we think will be of interest to you, including information about products, services, promotions, news, and events of Drover and other companies, where permissible and according to local applicable laws; and to process contest, sweepstake, or other promotion entries and fulfill any related awards;

Personalize and improve the Services, including to provide or recommend features, content, social connections, referrals, and advertisements.

Drover may transfer the information described in this Statement to, and process and store it in, the United States and other countries, some of which may have less protective data protection laws than the region in which you reside. Where this is the case, we will take appropriate measures to protect your personal information in accordance with this Statement.

### **1.6. Sharing of Information**

Drover may share the information we collect about you as described in this Statement or as described at the time of collection or sharing, including as follows:

We may share your information:

With Drivers to enable them to provide the Services you request. For example, we share your name, photo (if you provide one), average User rating given by Drivers, and pickup and/or drop-off locations with Drivers;

With other Riders if you use a ride-sharing service; and with other people, as directed by you, such as when you want to share your estimated time of arrival or split a fare with a friend;

With third parties to provide you a service you requested through a partnership or promotional offering made by a third party or us;

With the general public if you submit content in a public forum, such as blog comments, social media posts, or other features of our Services that are viewable by the general public;

With third parties with whom you choose to let us share information, for example other apps or websites that integrate with our API or Services, or those with an API or Service with which we integrate.

We may also share your information:

With Drover affiliated entities that provide services or conduct data processing on our behalf, or for data centralization and / or logistics purposes;

With vendors, consultants, marketing partners, and other service providers who need access to such information to carry out work on our behalf;

In response to a request for information by a competent authority if we believe disclosure is in accordance with, or is otherwise required by, any applicable law, regulation, or legal process;

With law enforcement officials, government authorities, or other third parties if we believe your actions are inconsistent with our User agreements, Terms of Service, or policies, or to protect the rights, property, or safety of Drover or others;

In connection with, or during negotiations of, any merger, sale of company assets, consolidation or restructuring, financing, or acquisition of all or a portion of our business by or into another company;

If we otherwise notify you and you consent to the sharing; and

In an aggregated and/or anonymized form which cannot reasonably be used to identify you.

### **1.7. Social Sharing Features**

The Services may integrate with social sharing features and other related tools which let you share actions you take on our Services with other apps, sites, or media, and vice versa. Your use of such features enables the sharing of information with your friends or the public, depending on the settings you establish with the social sharing service. Please refer to the privacy policies of those social sharing services for more information about how they handle the data you provide to or share with them.

### **1.8. Analytics and Advertising Services Provided by Others**

Drover may allow others to provide audience measurement and analytics services for us, to serve advertisements on our behalf across the Internet, and to track and report on the

performance of those advertisements. These entities may use cookies, web beacons, SDKs, and other technologies to identify your device when you visit our site and use our Services, as well as when you visit other online sites and services.

### **1.9. Your Choices**

You may correct your account information at any time by logging into your online or in-app account. If you wish to cancel your account, please email us at [droverrideshare@gmail.com](mailto:droverrideshare@gmail.com). Please note that in some cases we may retain certain information about you as required by law, or for legitimate business purposes to the extent permitted by law. For instance, if you have a standing credit or debt on your account, or if we believe you have committed fraud or violated our Terms, we may seek to resolve the issue before deleting your information.

Drover will comply with individual's requests regarding access, correction, and/or deletion of the personal data it stores in accordance with applicable law.

We request permission for our Application's collection of precise location from your device per the permission system used by your mobile operating system. If you initially permit the collection of this information, you can later disable it by changing the location settings on your mobile device. However, this will limit your ability to use certain features of our Services. Additionally, disabling our app's collection of precise location from your device will not limit our ability to collect your trip location information from a Driver's device or our ability to derive approximate location from your IP address.

We may also seek permission for our Application's collection and sync of contact information from your device per the permission system used by your mobile operating system. If you initially permit the collection of this information, iOS users can later disable it by changing the contacts settings on your mobile device. The Android platform does not provide such a setting

You may opt out of receiving promotional messages from us by following the instructions in those messages. If you opt-out, we may still send you non-promotional communications, such as those about your account, about Services you have requested, or our ongoing business relations.

### **1.10. Changes to the Statement**

Drover may change this Statement from time to time. If we make significant changes in the way we treat your personal information, or to the Statement, we will provide you notice through the Services or by some other means, such as email. Your continued use of the Services after such notice constitutes your consent to the changes. We encourage you to periodically review the Statement for the latest information on our privacy practices.

### **1.11. Contact Us**

If you have any questions about this Privacy Statement, please contact us at [droverrideshare@gmail.com](mailto:droverrideshare@gmail.com), or write us at Drover Rideshare Co., Attn: Legal, 1733 Evergreen Road, Thompsons Station, Tennessee, 37179.

## **2.0. Privacy Statement for Drivers (Last Updated: August 24, 2016)**

Drover collects information about you when you use our mobile applications, websites, and other online products and services (collectively, the “Services”) and through other interactions and communications you have with us.

### **2.1. Scope and Application**

This Privacy Statement for Drivers (“Statement”) applies to drivers, couriers, partner transportation companies, and any other persons that use the Drover platform under license (collectively “Drivers,” or individually “you”) and reside in the United States. This Statement does not apply to Drivers who reside outside the United States. The Statement also does not apply to Riders, Passengers, or other persons who use our app or Services to request transportation, delivery, or other on-demand services (“Users”). If you interact with the Services as both a User and a Driver, the respective privacy statements apply to your different interactions.

### **2.2. Collection of Information**

Drover may collect personal information from or about you when you create an account for, and use, the Drover Services, including location data, which information may be stored, processed, and/or accessed by Drover, as well as its service providers, for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research, and such other purposes consistent with Drover’s and its Affiliates’ legitimate business needs. By submitting information to Drover during the account creation process and/or by using the Services, you consent to such collection and use of personal data.

### **2.3. Disclosure of Driver Information to Third Parties**

Subject to all applicable laws, Drover may provide to a third party any information (including personal data and any Drover Data) about Drivers provided hereunder if: (a) there is a complaint, dispute or conflict, including an accident, relating to a Driver; (b) it is necessary to enforce the terms of the driver agreement; (c) it is required, in Drover’s sole discretion, by applicable law, regulation, ordinance, license, or operating agreement; (d) it is necessary, in Drover’s sole discretion, to protect the safety, rights, property, or security of Drover, the Drover Services, or any third party; to detect, prevent or otherwise address fraud, security or technical issues; and/or to prevent or stop activity which Drover, in its sole discretion, considers to be, or to pose a risk of being, illegal, unethical, or legally actionable.

### **2.4. Location-Based Services Consent**

You hereby expressly consent to Drover’s use of location-based services and expressly waive and release Drover from any and all liability, claims, causes of action or damages arising from your use of the Drover Services, or in any way relating to the use of the precise location and other location-based services.