



Hytch.Me Service Terms of Use

Please review this Agreement carefully and check for updates regularly. This Agreement limits our liability and also limits your remedies against us and certain Third Parties. You should read these Service Terms of Use in conjunction with the Hytch Service Privacy Policy.

These Terms of Use (“Terms of Use” or “Agreement”) apply to use of the Hytch ridesharing rewards platform service (“Hytch Service,” “Service[s]”) and the Hytch software used to provide the service (“Hytch Software”). This Agreement is a legally binding agreement made between you (“you,” “your,” “User[s]”) and Hytch.Me LLC, with offices at 1622 Church Street, Nashville, TN 37203 (“Hytch.Me LLC,” “Hytch.Me,” “Hytch,” “we,” “us,” “our”). Other words used in these Terms of Use are defined below.

You may use the Hytch Service through mobile phone applications available via domains provided by third- party service providers such as but not limited to Apple Inc., Google Inc., Microsoft Corporation or BlackBerry Limited. Names or trademarks referred to anywhere in this Agreement are the property of their respective owners and only used for the purpose of reference herein. This Agreement applies to your use of the Hytch Service regardless of the method through which it is accessed.

We may amend these Terms of Use at any time and post the amended terms on the <http://www.hytch.me> website or within the Hytch application. Your continued use of the Hytch Service indicates your agreement to be bound by the terms of use in effect at the time of such use. For certain promotions, additional terms may be applicable, which will be communicated to you as part of the sign-up process for such promotions.

This Agreement is effective upon acceptance during registration for new Users and, for all existing Users, is effective on the day that any amendment to this Agreement is posted on any of the Sites.

BY CHECKING THE ACKNOWLEDGEMENT CHECKBOX, YOU ARE INDICATING THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND BY THE TERMS OF THE HYTCH SERVICE PRIVACY POLICY. IF YOU DO NOT AGREE TO ALL OF THE TERMS IN THIS AGREEMENT OR THE HYTCH SERVICE PRIVACY POLICY, WE WILL NOT BE ABLE TO ACCEPT YOUR REGISTRATION AND YOU WILL NOT BE ABLE TO USE THE HYTCH SERVICE.

DEFINITIONS

“Additional Terms” means terms related to any program or promotion, which are in addition to these Terms of Use. “Hytch Entities” means Hytch and its current and former parents, subsidiaries, divisions, affiliates, shareholders, officers, directors, attorneys, agents, employees, successors and assigns. “Hytch Partners” means Hytch service providers, licensees, referring

organizations (including but not limited to employers, non-profits, affiliates, transit authorities, educational institutions, sponsoring organizations, governmental agencies, county and city agencies) and partners. "User" means any registered user of the Hytch Service. "Driver" means a User who arranges to provide rides to passengers. "Rider" means a User who obtains rides from Drivers. "Shared Transport" means any demand-driven, vehicle-sharing arrangement, in which travelers share a vehicle either simultaneously (e.g. ride sharing) or over time (e.g. car sharing). "Promotion" means any Hytch or any third party's program or promotional campaign. "Site(s)" means the <http://www.hytch.me> website or such other site through which the Hytch Service may be accessed. "Trip" means a mutually arranged and agreed upon Shared Transport between a Driver and one or more Riders from one destination to another. "Reward(s)" or "Incentive(s)" means the points that are generated once a shared ride is tracked by two (2) or more Hytch Users through the Hytch Service. "Hytch Points" means the value of credits individual Hytch users have earned which can be redeemed for a virtual cash debit card accepted wherever credit or debit cards are accepted within the United States of America.

THIRD PARTY SERVICES AND CONTENT

The Hytch Service may be made available or accessed in connection with third-party services and content (including advertising) that Hytch does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. Hytch does not endorse such third-party services and content and in no event shall Hytch be responsible or liable for any products or services of such third-party providers. Additionally, Apple Inc., Google Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this contract if you access the Service using applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third-party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Service in any manner. Your access to the Service using these devices is subject to terms set forth in the applicable third-party beneficiary's terms of service.

Site Content; Third-Party Sites

There may be content on the Sites that generally describe how the Hytch Services operate. The Terms of Use, Hytch Service Privacy Policy and Additional Terms prevail if there is any conflict between any content on the Sites and these documents. You may be able to access third-party websites or services via the Sites or Hytch Service; you acknowledge that we are not responsible for such websites or services or content that may be available there.

SERVICE SUMMARY

The Hytch Service offers a platform where Users are rewarded and incentivized for Shared Transport with Hytch Points, provides a communications platform and other services related to those shared rides, and facilitates Hytch Point transfers between Users.

REQUIREMENTS TO ACCESS THE SERVICE

Eligibility

By registering for the Hytch Service, you certify that the following are all true:

For All Users

You are at least 18 years of age; and you have never committed any felony or serious criminal offense (including but not limited to a sexual offense and/or a violence-related offense) nor have you committed any misdemeanor within the past three (3) years.

For Drivers

You are at least 18 years of age; you have a current and valid driver's license; you carry all insurance required by law in order to operate a motor vehicle in the state/county/country where your vehicle is registered; you carry liability insurance that covers bodily injury to all occupants of your vehicle; you have no record of convictions for serious driving offenses; you are medically fit to act as a Driver; you have volunteered to be a Driver and have not been designated by a group or company as a Driver and receive no compensation from a group or company for driving; you are an independent party participating with others in a voluntary, not-for-profit, ridesharing arrangement. You follow prescribed manufacturers' preventative and maintenance standards for any of the vehicle(s) you use. Users are advised to check with their insurance provider to ensure that their coverage extends to carpooling and ridesharing. If at any time you do not meet or continue to meet the eligibility requirements listed in this section, you must notify us immediately and you will have no right to use or continue to use the Hytch Service. Hytch reserves the right, in its sole discretion, to refuse, deny or terminate further access to the Hytch Service to any individual for any reason or no reason. Particular Shared Transport Programs ("STPs, or collectively "Programs") may require additional or separate certifications to be made by Users, Riders and Drivers. Such Programs will be identified to Users and may require Hytch to conduct certain background and/or credit checks or Motor Vehicle Registration verifications. Access to such Programs is conditional on (i) those certifications being completed and kept up-to-date; (ii) Users, Riders and Drivers permitting Hytch to perform all relevant checks, including on an ongoing basis; (iii) User, Rider and Driver informing Hytch of any incidents, accidents or changes of circumstances that may or do affect the results or status of these certifications; and (iv) access to Programs by Users, Riders and Drivers being subject to the continued compliance with any Program Terms and Conditions in effect at the time of use.

Technical Requirements

An active email address and phone number is required for using the Hytch Service. Individual Users must maintain phone number and email address. Should your phone number be deactivated for any reason, the Hytch Service may also be terminated. Drivers must download the Hytch mobile phone application to use the Hytch Service and must carry their device with them during Trips in order for the Trips to be tracked and rewarded with the Hytch Service. Drivers are required to adhere to all regulations and legislation relating to or restricting the use of any mobile phone device while driving. For Users using mobile phone applications to access the Hytch Service, a mobile device must have services from a mobile carrier supported by the Hytch Software, a usage plan allowing access to Hytch's mobile phone application, and SMS capabilities. You are responsible for paying all fees that your service provider may charge you for using the Hytch Service through your mobile/cell phone. Should your mobile number change, users must record updated information in the Hytch Service.

Account and Passwords

You must keep your accounts and passwords confidential and not authorize any third party to access or use the Hytch Service on your behalf. You may not transfer your account to any other person or entity. You will be responsible for any use of your account. You may acquire information pertaining to others using the Service. You may not disclose personally identifiable information of another user you acquire using the Service to any third party without the consent of such other User after adequate disclosure with the exception of reporting unlawful activity to authorized law enforcement personnel.

Acceptable Use

We reserve the final right to judge acceptable use of the Hytch Service. We reserve the final right to change, delete or deactivate any User's account or information as required to ensure acceptable use without any liability to any party whatsoever and without any notice. We reserve the right to suspend or terminate your account at any time. We may suspend or terminate your account if there is reason to believe you have engaged in fraudulent activity in connection with the Hytch Service or any activity we deem not compliant with our Terms of Use and Hytch Service Privacy Policy.

Unacceptable Use

You cannot: damage, disable, overburden, or impair the Hytch Service (or any network connected to the Hytch Service); resell or redistribute the Hytch Service, Hytch Software or any

part of it; use any unauthorized means to modify, reroute, or gain access to the Hytch Service; harm or disrupt another User's computer or illegally access software or bypass security on websites or servers, including but not limited to spamming; mislead other Users by providing inaccurate information; use any automated process or service (such as a bot, a spider, a rat, or meta searching) to access or use the Hytch Service. You agree you will not upload, post, transmit, transfer, distribute or facilitate distribution of any content (including text, images, sound, video, data, information or software) or otherwise use the Hytch Service in any way to:

- Harass, defame, intimidate or threaten another User, person or organization;
- Interfere with another User's rights to privacy;
- Distribute chain letters, surveys or contests;
- Post any material that is defamatory, obscene or indecent;
- Post any trademarks, logos or copyrighted material without the authorization of the owner;
- Post any materials that may damage the operation of a computer (such as a virus, worm, trojan horse, or bitter swede);
- Solicit any User directly or advertise or sell any goods or services.

PAYMENTS, CANCELLATIONS AND REFUNDS

The Hytch Service is for personal, non-commercial use.. Users will be able to redeem Hytch Points for cash once a threshold of ten thousand (10,000) points has been reached by a User. No payment is required to use Hytch Services and no Driver or Rider, User or Member may use Hytch Services to operate any for-profit transportation business or a service where financial payment is required for transportation.

Payment Terms

Many services, which are part of the Hytch Service, are offered to Users for free; however, certain Hytch Partner services may have an associated fee for usage. Where fees are applicable you will be informed in advance. For any software or services you purchase from us, you agree to pay us at the time of your order. All fees are due immediately and are non-refundable. This no refund policy shall apply at all times regardless of your decision to terminate your usage, our decision to terminate your usage, disruption caused to our software or services either planned, accidental or intentional, or any reason whatsoever. Hytch does not mediate requests for refund or payment reconciliation claims or disputes between Users.

Fees Paid by Drivers

There is no fee to Drivers for using the Hytch Service. Drivers may, however, elect to pay a pro-rated annual Membership Fee of twenty U.S. Dollars (\$20.00) providing Members with access to annual summaries of Trips for tax documentation as may be required to support state, local or Federal income tax or charitable deduction reporting obligations. Cash is a third-party payment processing company that charges fees for processing credit card transactions. Cash fees are deducted from each Trip settlement, together with any applicable Hytch fees due from Riders. Cash fees may change from time to time according to their Terms and Conditions.

Fees Paid by Riders

Hytch fees are either the lesser of two U.S. Cents (\$0.02) per mile of the Trip, or a minimum fee of one U.S. Dollar (\$1.00), which may be deducted from any settlement, and retained by Hytch to cover licensing, hosting, support and communication costs. These fees are solely in relation to the fees for using the Hytch Service and are subject to change at any time. All fees paid by Riders are subject to Hytch's No Refund policy as set forth herein.

PROGRAM INCENTIVES

Hytch and Hytch Partners may provide incentives and reward plans ("Incentive Plan") that allow users to earn prizes based on your usage of the Hytch Service and your interactions with other Users, Participants or potential Participants.

Incentives may be offered to increase your use of the Hytch Service, help recruit Users or additional Participants, and take part in social activities that strengthen the sense of community among Participants. Incentives are only available to you if you either reside or work in Hytch Service Areas (currently restricted to the State of Tennessee).

The Incentive Plan comprises the following types of incentives, which will be changed periodically in each partner at the discretion of Hytch:

Sign Up Bonus

Each new Hytch user may receive Hytch points into their account upon signing up. From time to time, Hytch users may also be provided with additional Hytch points as part of a promotion.. Drivers and Riders may only redeem the amount they earn by tracking shared rides while using Hytch. Weekly raffles: the entry rules and prizes for each raffle will be published on the Website,

or on the Facebook page, on the Twitter account, emailed to you, or posted in any combination of the above. A random draw may be conducted by Hytch to determine the winner of each raffle that will be in accordance with State regulations in Hytch Service Area.

Monthly Contests

The rules and prizes for each contest will be published on our Site, or on the Facebook page, on the Twitter or Instagram, LinkedIn account, emailed to you, or any combination of the above.

Additional Incentives

Incentives may be offered to certain Participants on an exclusive or non-exclusive basis to encourage specific actions or behaviors. For instance, select Participants may qualify for additional toll or parking incentives or enjoy special parking privileges at associated events or their place of work.

Milestone Prizes

Participants may be awarded a prize either in the form of a gift card, Hytch Partner incentives, Hytch Points or other prizes for reaching a certain milestone. This may include a set number of shared trips, a set number of interactions with other Hytch Users etc. Rules for such prizes will be posted on the Website on any Social Media or any combination of the above.

Hytch will make reasonable attempts to deliver prizes to winning Users or Participants, including contacting them by email or phone. Participants are exclusively responsible for providing accurate contact information. Hytch Partners may retain any prize that is not claimed within 30 days of the award date, and reserve the right to verify the validity of entries and to disqualify any Participant who fails to comply with the present Terms and Conditions.

Promotions

We, or a third party, may provide certain promotional credits or coupons to Users from time to time. Hytch and Hytch Partners may, at our sole discretion at any time, offer a Promotion with different features and at different rates to any of our Users. A coupon or promotional credit made available to you are not redeemable for cash as described in each Promotion and is forfeited upon termination of the promotion or the termination of this Agreement, regardless of the reason for termination. Promotional Points received by the User is also automatically forfeited after six months of inactivity.

USE OF THE SERVICE

Trip Scheduling

When you accept a Trip, Riders agree to be at the departure location on time and pay the trip fee they accepted for the Trip, and Drivers agree to arrive on time at the departure location and complete the Trip they agreed to provide. Hytch is not involved in and in no way is responsible for the accuracy of the location for arrival for pickup or drop nor is it responsible for the timeliness for any pickup or drop off.

User Disputes

We are not involved in and in no way responsible for any actual dealings between you and other Users who use the Hytch Service. You agree that Hytch and Hytch Partners will not be a party to disputes, negotiations of disputes or conflicts of any kind between Users. We encourage you to report all physical disputes with other Users to your local law enforcement authorities.

Intellectual Property

The Hytch Service and Hytch Software are the property of Hytch LLC, and are protected by copyright law and other intellectual property rights. The structure, organization and code of the Hytch Service and Hytch Software are proprietary to Hytch. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights or licenses to use Hytch trademarks, the Hytch Service or Hytch Software; all rights not expressly granted are reserved by Hytch. You may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, underlying ideas, underlying user interface techniques or algorithms of the Hytch Service or Hytch Software by any means whatsoever, directly or indirectly, and you may not disclose any of these either publicly or to a third party. If you provide or communicate any suggestions for improvements to the Hytch Site, the Hytch Service or the Hytch Software (collectively, "Feedback"), you hereby irrevocably assign to us all right, title and interest in and to the Feedback, without restriction or any obligation of compensation. Regardless, we'd love to hear from you with any great ideas to make you experience even more perfect!

Service Availability

We will use all reasonable efforts to provide the Hytch Service in a reliable and secure way – however, as with any other software application, events which may cause disruption to our

services are always possible due to issues with our software, unforeseen events such as accidents or intentional interference. In no event will Hytch Entities or Hytch Partners be liable for any claims or damages, consequential loss, lost profits, special, indirect, incidental, or punitive damages arising out of such disruptions.

Modifications to Services

Hytch reserves the right at any time and from time to time to modify, suspend or discontinue, temporarily or permanently, all or any part of the Hytch Services, in its sole discretion. You agree that Hytch Entities or Hytch Partners will not be liable to you for any modification, suspension or discontinuance of the Hytch Services.

Term and Termination

This Agreement begins on the date you complete your registration for the Hytch Service and accept this Agreement, and continues in effect indefinitely until terminated by either party. You may terminate this Agreement at any time, for any reason, by notifying us at <http://www.hytch.me/contact/>. Hytch may terminate this Agreement or suspend your User account and/or access to the Hytch Service at any time, for any reason, without notice. Upon termination of this Agreement for any reason, all of your rights to access the Hytch Service and your User account will terminate. You will have no right to access or use historic Trip information, which may be deleted at any time and without recourse. Any promotional credits or coupons we may have made available to you will be forfeited upon termination, regardless of the reason. All provisions of this Agreement that should naturally be interpreted to survive termination will survive.

PERSONAL RESPONSIBILITY AND YOUR INTERACTIONS WITH OTHER USERS.

Use of the Hytch Service will introduce you to people registered with the Hytch Service for the purposes of Shared Transport or any other service offered by Hytch. We cannot and do not assess the suitability of Users. We have little or no control over the truth or accuracy of the data Users may provide, the ability of Users to drive legally and safely, the condition of their vehicles, their criminal background, or any number of other personal characteristics a User may have. We do not verify that a User has met any eligibility requirements for the Hytch Service or that any other part of a User's profile information is true or accurate, or even that a User is who they claim to be. Background or other checks are not normally performed; even where background, Motor Vehicle Registration or other checks required by any Program may have been performed,

we cannot guarantee that the results of those checks are accurate or up to date and Hytch is not responsible for any Program representation offered by Hytch Partners.

YOU ARE SOLELY RESPONSIBLE FOR SELECTING THE INDIVIDUALS AND/OR ENTITIES WITH WHOM YOU TRAVEL. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. IF YOU DO NOT FEEL COMFORTABLE SHARING A RIDE FOR ANY REASON, YOU SHOULD USE ANOTHER MEANS OF TRANSPORTATION. YOU ACKNOWLEDGE AND AGREE THAT UNDER NO

CIRCUMSTANCES WILL HYTCH ENTITIES OR HYTCH PARTNERS HAVE ANY RESPONSIBILITY, LIABILITY OR OBLIGATION WITH RESPECT TO ANY OF THE TRIPS OR ANY SHARED TRANSPORT THAT YOU MAY TAKE AS A RESULT OF USING THE HYTCH SERVICES.

YOU UNDERSTAND THAT HYTCH CURRENTLY DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS OR SCREENINGS ON ITS USERS. HYTCH ALSO DOES NOT INQUIRE INTO THE BACKGROUNDS OF ANY OF ITS USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS USERS. HYTCH MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS. HYTCH RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES), AT ANY TIME AND USING AVAILABLE PUBLIC RECORDS BUT IS NOT REQUIRED TO DO SO.

As a voluntary user of the Hytch Software, you agree that neither Hytch nor any Hytch Partners, nor any of its respective employees, contractors, members, agents and officers shall be liable or responsible in any way for any personal injury, loss or other harm to you or your property resulting from my participation in the Hytch program and you further agree to release, discharge, hold harmless, and forever acquit this website's and application's sponsors, Hytch or Hytch Partners (including without limitation public and private employers, educational and other local public agencies, authorized contractors and private business entities who facilitate or promote Hytch Services and/or the value of ridesharing or carpooling) from any and all actions, causes of action, claims or any liabilities whatsoever, known or unknown, now existing or which may arise in the future, on account of or in any way related to or arising out of your participation in the programs. Hytch is not responsible for the conduct of any User. As noted herein, in no event shall Hytch, its affiliates or its partners be liable (directly or indirectly) for any losses or damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of Hytch Service including, without limitation, death, bodily injury, emotional distress, and/or any other damages resulting from communication or meetings with other Users or persons you meet through the Hytch Service. You agree to take all necessary precautions in all interactions with other users, particularly if you decide to communicate outside of the Hytch Software or meet at your residence, or if you decide to send money to another User. In addition,

you agree to review and follow Safety Tips posted on the Site, prior to using the Hytch Service and updated from time to time. You understand that Hytch makes no guarantees, either express or implied, regarding your ultimate compatibility with individuals you meet through Hytch Service. You should not provide your financial information (for example, your credit card or bank account information), demonstrate you're in possession of any cash, make wire or otherwise send money to other Users.

Disclaimers

THE HYTCH SERVICE IS PROVIDED ON AN "AS IS" BASIS "AS AVAILABLE" "WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY.

TO THE FULL EXTENT PERMITTED BY LAW, HYTCH ENTITIES, HYTCH PARTNERS AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE HYTCH SERVICE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, WORKMANLIKE EFFORT, LACK OF NEGLIGENCE, QUIET ENJOYMENT, RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. HYTCH 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.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR DEVICE, COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OR CORRUPTION OF DATA THAT RESULTS OR MAY RESULT FROM THE DOWNLOAD OF ANY SUCH MATERIAL. IF YOU DO NOT ACCEPT THIS LIMITATION OF LIABILITY, YOU ARE NOT AUTHORIZED TO DOWNLOAD OR OBTAIN ANY MATERIAL THROUGH THE SERVICE.

From time to time, Hytch may make third-party opinions, advice, statements, offers, or other third-party information or content available through the Service. All third-party content is the responsibility of the respective authors thereof and should not necessarily be relied upon. All

such third-party authors are solely responsible for their content. HYTCH DOES NOT: (i) GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD PARTY CONTENT PROVIDED THROUGH THE SERVICE, OR (ii) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY THAT APPEARS IN THE SERVICE. UNDER NO CIRCUMSTANCES WILL HYTCH OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED IN THE SERVICE, OR TRANSMITTED TO OR BY ANY USERS.

In addition to the preceding paragraph and other provisions of this Agreement, any advice that may be posted in the Hytch Service is for informational and entertainment purposes only and is not intended to replace or substitute any professional financial, medical, legal, self-defense or security advice. Hytch makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Service. If you have specific concerns or a situation arises in which you require law enforcement support, professional or medical advice, you should consult with an appropriately trained and qualified specialist.

Limitation Of Liability

HYTCH 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, EVEN IF HYTCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HYTCH 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 HYTCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HYTCH SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND HYTCH'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY TRANSPORTATION PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH SOME REQUEST BRANDS MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. IN NO EVENT SHALL HYTCH'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE HUNDRED U.S. DOLLARS (US \$100).

THE LIMITATIONS AND DISCLAIMERS IN THE IMMEDIATE PRECEDING SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

You and on behalf of your heirs, beneficiaries, executors, administrators, successors, assigns, and anyone claiming through or under any of the foregoing, hereby agree to release and forever discharge Hytch LLC

and its current and former parents, subsidiaries, divisions, affiliates, shareholders, officers, directors, attorneys, agents, employees, successors and assigns from all claims, demands and damages (actual, threatened; consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any service provided by the Service. If you are a California resident, you waive California Civil Code 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Hytch does not promise you will have a great day, but we do think you will love our service and make new friends along the way.

Indemnity

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

Arbitration and Governing Law

The exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or the use of Hytch Service shall be BINDING ARBITRATION administered by the American Arbitration Association. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against Hytch in a small-claims court of competent jurisdiction. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against Hytch any class action, class arbitration, or other representative action or proceeding.

By using the Service in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and Hytch (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP

YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against Hytch (except for small-claims court actions) may be commenced only in the federal or state courts located in Davidson County, Tennessee. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

This Agreement, and any dispute between you and Hytch, shall be governed by the laws of the state of Texas without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.

GENERAL

Notices

All notices shall be made in writing to:

Hytch LLC 1622 Church Street

Nashville, TN 37203

Hytch Web Site Agreement

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