

Kidcaboo – Driving Nanny Terms of Use

Effective Date:

The following terms of use (“this **Agreement**”) constitute a binding legal agreement between you, on the one hand (“you” or “Driving Nanny”), and Kidcaboo, LLC (collectively, “**we**”, or other first-person pronouns), on the other hand. This Agreement govern your use of our website, www.kidcaboo.com (“**Site**”), our mobile applications (each, an “**Application**”) and your use and participation in any related services provided through either (together with the Site and Application, the “**Services**”). If you do not agree to the terms and conditions of this Agreement, do not use the Services.

BY CLICKING ON THE BOX NEXT TO THE LANGUAGE ON THE WEBSITE, APPLICATION OR RELATED PLATFORM WHICH STATES “I AGREE TO THE KIDCABOO DRIVING NANNY TERMS OF USE” OR BY INSTALLING, ACCESSING AND USING THE KIDCABOO APPLICATION, SITE, AND/OR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL POLICIES INCORPORATED HEREIN.

IF YOU DO NOT ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT AND ALL KIDCABOO POLICIES, OR IF YOU DO NOT HAVE SUCH AUTHORITY TO DO SO, YOU ARE NOT PERMITTED TO USE THE KIDCABOO SERVICES AND SHOULD CEASE DOING SO IMMEDIATELY.

PLEASE NOTE THAT THIS AGREEMENT, INCLUDING THE KIDCABOO CODE OF CONDUCT, OUR DRIVING NANNY COMPENSATION POLICY, AND OTHER POLICIES ARE SUBJECT TO CHANGE BY KIDCABOO IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, we will make a new copy of this Agreement available for your review. We will also update the “Effective Date” at the top of this Agreement. If we make any material changes, and you have registered with us to create an Account we will also send an email to you at the last email address you provided to us. If we make any material changes, and you have registered with us to create an Account we may send an email to you at the last email address you provided to us. Any changes to this Agreement will be effective immediately for Users. We may require you to provide consent to the updated Agreement in a specified manner before further use of the Services is permitted. If you do not agree to any change(s), you will stop using the Services. Otherwise, your continued use of the Application, Site, Services and the information and content available in any of the foregoing (collectively the “**Kidcaboo Properties**”) constitutes your acceptance of such change(s).

Kidcaboo further reserves the right to modify or discontinue the Services with or without notice to you. Kidcaboo shall not be liable to you or any third party should Kidcaboo modify or discontinue the Services.

- 1. No Transportation Services.** KIDCABOO DOES NOT PROVIDE TRANSPORTATION SERVICES AND IS NOT A TRANSPORTATION CARRIER. IT IS UP TO INDEPENDENT, THIRD-PARTY DRIVERS OR VEHICLE OPERATORS TO OFFER TRANSPORTATION SERVICES THAT ARE ARRANGED THROUGH USE OF OUR SERVICES. KIDCABOO OFFERS INFORMATION AND A METHOD TO ARRANGE SUCH THIRD-PARTY TRANSPORTATION SERVICES, BUT DOES NOT AND DOES NOT INTEND TO PROVIDE TRANSPORTATION SERVICES OR ACT IN ANY WAY AS A TRANSPORTATION CARRIER AND HAS NO RESPONSIBILITY OR LIABILITY FOR ANY TRANSPORTATION SERVICES PROVIDED TO YOU BY SUCH THIRD-PARTIES.
- 2. Warranties and Representations.** BY USING THE KIDCABOO SERVICES AS A DRIVING NANNY, YOU REPRESENT AND WARRANT THAT: **(A)** ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND

AGREE TO BE BOUND BY THIS AGREEMENT (WHICH INCLUDES ANY OTHER APPLICABLE KIDCABOO POLICIES THAT ARE INCORPORATED VIA REFERENCE) AND THAT YOU HAVE READ AND UNDERSTOOD THE PRIVACY POLICY; **(B)** YOU ARE A HUMAN INDIVIDUAL THAT IS TWENTY-ONE (21) YEARS OF AGE OR OLDER; **(C)** YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND HAVE NO PRE-EXISTING OBLIGATIONS OR COMMITMENTS THAT WOULD CONFLICT WITH OR HINDER YOUR OBLIGATIONS UNDER THIS AGREEMENT OR YOUR RIDE CONTRACTS; AND **(D)** RIDES WILL BE PERFORMED IN A THOROUGH AND PROFESSIONAL MANNER, WITH THE REQUISITE TRAINING, BACKGROUND, EXPERIENCE, TECHNICAL KNOWLEDGE, AND SKILLS NECESSARY TO PERFORM RIDES.

FURTHER, YOU WARRANT AND REPRESENT THAT ANY AND ALL INFORMATION THAT YOU PROVIDE TO KIDCABOO IS ACCURATE AND VALID. YOU WILL NOT USE THE SERVICES IN ANY WAY THAT VIOLATES THE RIGHTS OF THIRD-PARTIES, AND YOU AGREE TO COMPLY WITH ANY AND ALL APPLICABLE LOCAL, NATIONAL, STATE, PROVINCIAL, AND INTERNATIONAL LAWS, TREATIES, AND REGULATIONS. GIVEN THE GLOBAL NATURE OF THE INTERNET, YOU AGREE TO COMPLY WITH ALL LAWS AND RULES WHERE YOU RESIDE OR WHERE YOU USE THE SERVICES. THE SITE, APPLICATION, AND SERVICES ARE OPERATED IN THE UNITED STATES AND KIDCABOO MAKES NO REPRESENTATION THAT ITS SITE, APPLICATION, AND/OR SERVICES ARE APPROPRIATE, LAWFUL, OR AVAILABLE FOR USE IN OTHER LOCATIONS.

3. Services.

- a. **Generally.** Kidcaboo provides a platform to connect (a) individuals or entities, such as parents or enterprise customers, who want to arrange transportation services (“**Arrangers**”) for (i) family members, (ii) members of other Account-holders’ family, (iii) students, (iv) clients, and/or (v) other riders for whom you are legally authorized to arrange Rides (defined below) (collectively, “**Riders**”) with (b) drivers authorized to provide transportation services using their own vehicles (“**Driving Nannies**”). A “**Ride**” is defined as a one-way transportation trip. Arrangers, Driving Nannies, and other users of the Kidcaboo Properties are defined as “**Users**”.
- b. **Other Features.** The Services also allow Arrangers and Driving Nannies to communicate with and contract with each other, and may allow for Arrangers to provide feedback about Driving Nannies and Rides.
- c. **Carpool.** Arrangers are able to invite other Arrangers to participate in a Ride they arrange (“**Participants**”). The Services include an ability for multiple Arrangers to arrange a shared Ride for their Rider(s) (a “**Carpool**”). One Arranger can initiate the Carpool and invite Participants to join the Ride. Each Arranger or Participant, as applicable, pays for their share of the fare upon completion of the Ride. For Carpools, the Riders must have at least one of either the pickup or drop-off in common. Carpool Arrangers can book a single Carpool or multiple, repeating Carpools and invited Participants can accept one or more of such multiple Carpools.
- d. **Additional Services.** We may from time to time offer additional offerings as part of the Services, including the provision of short-term child care, either at Rider’s originating destination or their final destination.

4. Requirements for Use of Our Site and Services. In order to use the Kidcaboo Properties as a Driving Nanny:

- a. You represent and warrant that you are at least twenty-one (21) years of age.
- b. You must register for an Account on our Site to schedule a Ride as a Driving Nanny. You agree not to create an Account using a false identity or this information, or on behalf of someone other than yourself unless you have been granted the legal authority to do so. You shall have no ownership or other property interest in your Account.
- c. You must safeguard your username and password information; you may not share this information with anyone else and are responsible for all activity under your Account. You agree that you shall monitor your Account to restrict use by minors and you shall not allow your children to use your Account.
- d. You agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Services' registration form.
- e. Kidcaboo reserves the right to remove or reclaim any usernames at any time and for any reason.
- f. You must provide all equipment and software necessary to connect to the Kidcaboo Properties, including but not limited to, a mobile device that is suitable to connect with and use the Kidcaboo Properties if you are a Driving Nanny. You are solely responsible for any fees, including Internet connection or mobile fees that you incur when accessing the Kidcaboo Properties.
- g. You must treat all information about Users, including profile information about Driving Nannies, Arrangers, and Riders, and other User Submissions (defined below) as confidential information. You may use this information only for the purpose of fulfilling your obligations as a participant in the Services, and you may not share this information with any third party.

5. Independent Contractor. Driving Nanny's relationship with Kidcaboo will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Driving Nanny is responsible for, and will file on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state, or local tax authority with respect to the Services rendered and receipt of Ride Fees under this Agreement.

- a. **Costs and Expenses.** Except as specifically set forth in this Agreement, Driving Nanny is solely responsible for all costs and expenses incident to Driving Nanny performing Rides under this Agreement, including, but not limited to, costs of fuel, fuel taxes, wages, employment taxes, excise taxes, permits of all types, gross revenue taxes, road taxes, equipment use fees and taxes, licensing, insurance coverage, unemployment insurance, and workers' compensation contributions, and any other tax, fine or fee imposed or assessed against the equipment or you by any state, local, or federal authority as a result of an action by Driving Nanny or Driving Nanny's personnel in the performance of Rides pursuant to this Agreement. Failure to comply with the foregoing shall constitute a material breach of this Agreement. In addition, Driving Nanny may be responsible for all costs and expenses relating to Driving Nanny failing to performing Rides in accordance with the Ride Description.

- 6. Driving Nanny's Obligations.** In consideration for authorization to use the Services to arrange Rides, Driving Nanny represents and agrees that they will comply with the following:
- a.** Driving Nanny must be at least twenty-one (21) years of age, have a valid driver's license and all other required licenses, certifications, permits, approvals and authority to provide independent transportation services to third parties in all jurisdictions in which Driving Nanny operates. To ensure Driving Nanny's compliance with all legal requirements, Driving Nanny must provide written copies of all such licenses, permits and other legal prerequisites prior to the date any Rides are performed. Thereafter, Driving Nanny must submit to Kidcaboo current copies of such licenses, permits, etc., as they are renewed. To ensure all such permits and licenses remain current, Kidcaboo shall, upon request, be entitled to review such licenses and permits from time to time.
 - b.** Driving Nanny must provide Kidcaboo with proof of insurance in appropriate coverage amounts as described below.
 - c.** Driving Nanny must have and maintain a clean driving record in accordance with Kidcaboo's internal safety standards and must not have been convicted of a misdemeanor or felony with (1) no more than one point during the prior 3 years, (2) no DUIs, drug-related moving violations, or extreme violations (e.g., hit-and-run or vehicle-related felony) in the last 7 years. (e.g., hit-and-run, vehicle-related felonies), and no accidents in which they were deemed to have been at fault in the prior 3 years that have resulted in one point on their driving record.
 - d.** Driving Nanny must have a clean criminal background and must have never been convicted of any of the following: a violent crime, a sexual offense, theft, property damage, a felony, a drug-related offense, child abuse, a misdemeanor, felony or other crime. Depending upon the state that Driving Nanny is providing rides, Driving Nanny further agrees that they must comply with state-specific transportation network laws, including:
 - i.** Texas: Texas Occupations Code Title 14, Chapter 2402.001 et seq, and Title 16, Part 4, Section 95.1 et seq of the Texas Administrative Code.
 - ii.** New Jersey: The Transportation Network Company Safety and Regulatory Act, as found in N.J.R.S C.39:5H-1 et seq.
 - e.** Driving Nanny hereby consents to Kidcaboo conducting a comprehensive background checks on an ongoing basis that may include fingerprinting, motor vehicle record checks, drug screening, verification of medical examinations, and/or a TB skin test, and will provide all necessary information to Kidcaboo so that the checks can be timely and accurately completed. Kidcaboo may deny Driving Nanny access to the Services based on the results of the checks to the extent permitted by applicable law. Driving Nanny may be required to bear the cost of such checks. Driving Nanny shall refer to Kidcaboo's Internal Background Check Policy for more information on these background checks, which is incorporated into this Agreement via reference.
 - f.** Driving Nanny acknowledges they have fully read and accept the then-current Kidcaboo Driving Nanny Handbook. Driving Nannies agree to adhere to the Kidcaboo Code of Conduct, this Agreement, all Kidcaboo policies incorporated into this Agreement, and all applicable laws and regulations governing the provision of transportation services in connection with any Rides arranged using the Services.

- g.** Driving Nanny may only use the vehicle(s) approved for use by Kidcaboo (each an “**Approved Vehicle**”) for transporting Riders.
 - h.** Driving Nanny must own, lease, or have all other necessary rights, permits, licenses and certifications to lawfully operate the Approved Vehicle(s), and the Approved Vehicle(s) must be in good operating condition and meet industry appearance and safety standards and all applicable statutory and state department of motor vehicle requirements. All Approved Vehicles must first pass the Public Utilities Commission ("PUC") -required 19-point vehicle inspection (and all such similar requirements of the applicable governmental entities of the jurisdictions(s) in which Driving Nanny performs Rides) and Driving Nanny must provide proof of such successful inspection. Driving Nanny must notify Kidcaboo of any change or addition to the vehicle Driving Nanny intends to use to provide transportation services under this Agreement by submitting to Kidcaboo photos, an updated description and vehicle registration and proof of inspection for any previously unidentified vehicle. The purpose of this provision is to enable Kidcaboo to determine whether Driving Nanny’s vehicle(s) meets industry standards and to comply with applicable law.
 - i.** Driving Nanny must not make any misrepresentation about Kidcaboo or the Services. Driving Nannies may not affirmatively solicit Arrangers or Riders for their own businesses, but are otherwise free to market their businesses as they see fit.
 - j.** Driving Nanny must transport a Rider directly to the predetermined drop-off location selected by the Arranger.
 - k.** For security and identification purposes and to ensure the Rider is able to verify the Driving Nanny’s identity, Driving Nanny must wear the provided Kidcaboo t-shirt or other Kidcaboo branded apparel provided by Kidcaboo for security purposes and display the Kidcaboo trade-dress on their cars while picking up and transporting Riders. Kidcaboo shall have no right to require Driving Nanny to display Kidcaboo’s name, logo or colors on Driving Nanny’s vehicle(s) or to require that Driving Nanny wear a uniform or any other clothing displaying Kidcaboo’s name, logo or colors, beyond what is necessary for security and identification purposes as expressly stated in this Agreement or required by law. Nothing in this Agreement shall limit Driving Nanny’s right to display Driving Nanny’s own business name, logo or colors on Driving Nanny’s vehicles or Driving Nanny’s apparel, to the extent doing so does not interfere with the foregoing contractual obligations.
 - l.** Driving Nanny must maintain a professional appearance consistent with industry standards while transporting Riders.
 - m.** In order to comply with safety regulations imposed by applicable governmental entities of the jurisdictions(s) in which Driving Nanny performs Rides and Kidcaboo’s internal safety standards, Driving Nanny shall comply with all Kidcaboo policies and procedures.
 - n.** Failure to comply with the foregoing shall constitute a material breach of this Agreement.
- 7. Non-Exclusive.** Kidcaboo and Driving Nanny may be, or are, engaged in similar agreements with others. Nothing in this Agreement shall preclude Kidcaboo from doing business with other independent transportation service providers, nor preclude Driving Nanny from entering into contracts similar to this Agreement with any peer-to-peer, ridesharing, or lead generation providers. Kidcaboo neither has nor reserves the right to restrict Driving Nanny from performing other transportation services for any company, business or individual, or from being engaged in any other

occupation or business. However, Driving Nanny shall not while this Agreement are in effect, use his/her relationship with Kidcaboo (or the information gained from use of the Services) to divert or attempt to divert any Arrangers or Riders from using the Kidcaboo Properties to a company that provides services in competition with Kidcaboo. For safety reasons, during any Ride, Driving Nanny agrees not to run smartphone applications for other peer-to-peer, ridesharing or lead generation providers.

- 8. Ride Performance.** Subject to the provisions of this Agreement expressly set forth herein, Driving Nanny shall be solely responsible for determining how to perform the Rides arranged using the Services. Driving Nannies agree to fully perform Rides in a timely, efficient and safe manner and in accordance with all Arranger and Rider specifications. The provisions of this Agreement reserving authority in Kidcaboo have been inserted solely to achieve compliance with federal, state, or local laws, regulations, and interpretations thereof. Except as to those provisions, Kidcaboo shall have no right to, and shall not, control the manner or prescribe the method, manner, or means Driving Nannies use to complete Rides.
- 9. Equipment.** Kidcaboo shall provide Driving Nanny with equipment in order to perform Rides, including, but not limited to, a camera, phone charger, and phone mount, as well as other accessories such as a t-shirt, masks, and a decal. All equipment provided is subject to the terms of Kidcaboo's Equipment Policy, which is incorporated into this Agreement via reference.
- 10. Ride Visibility.** Driving Nanny acknowledges and agrees that he/she may not see all available Rides. For example, Arrangers may select a certain preference or Kidcaboo may institute certain requirements for Driving Nannies to provide certain Rides. Driving Nanny agrees that Kidcaboo does not guarantee any Ride opportunities and Kidcaboo will not be liable for any failure to present available Rides to Driving Nanny.
- 11. Location-Based Data.** Without limiting this Agreement, Driving Nanny consents to and hereby authorizes Kidcaboo (directly or through a service provider) to collect, use, and store driving and other location-based data while the Application is open or being used as set forth in this Agreement and our Privacy Policy. For example, Kidcaboo utilizes Zendrive (or such other driving behavior monitor provider) to monitor Driving Nanny behavior and check for certain crash predictors and may use this information to control the quality of the Services and to provide feedback on your Rides. The information collected via Zendrive may have a negative impact on Driving Nanny and may result in Driving Nanny no longer being able to provide Rides. In addition, Driving Nanny acknowledges and agrees that Kidcaboo may be asked by certain applicable governmental entities to report certain information about you and your Rides. Driving Nanny consents to and hereby authorizes Kidcaboo to collect and share such information as set forth in this Agreement and our Privacy Policy.
- 12. Ride Contracts.** The provision of Rides involves a direct contractual relationship between an Arranger and a Driving Nanny, and Arrangers and Driving Nannies agree that they will contract directly with one another for the provision of Rides. You acknowledge and agree that each of your Ride Contracts will include, without limitation, the following terms:

- a. Driving Nanny shall perform Rides for Arrangers and Riders in a timely, professional and workman-like manner, in accordance with the applicable Ride Description, the Kidcaboo Driving Nanny Handbook, and generally accepted industry standards.
- b. A Ride will begin at the point the Driving Nanny indicates their departure for their first Ride and continue until the transportation service is completed after drop off for such Ride.
- c. Upon the completion of the Ride, Arranger is responsible for and shall pay any and all applicable Ride Fees.
- d. Driving Nanny acknowledges that Kidcaboo does not, in any way, direct or control Driving Nanny's provision of Rides to Arrangers or Riders.
- e. Driving Nanny agrees to indemnify and hold harmless Kidcaboo from any and all claims arising out of or related to your Ride Contract, including but not limited to claims arising out of the provision of Rides by Driving Nanny to Riders.
- f. Kidcaboo offers a technology platform to provide the Services and is not involved in the provision of Rides. Kidcaboo's sole responsibility with respect to Ride Contracts is limited to (i) facilitating the availability of the Services, and (ii) serving as the limited authorized agent of the Driving Nannies for the purpose of accepting payments from Arrangers on behalf of the Driving Nannies and transmitting such payments to the Driving Nannies as described herein.

13. Driving Nanny Compensation. Driving Nanny shall be compensated per Ride, according to the Driving Nanny Compensation Policy (the "**Ride Fees**"). Driving Nanny also agrees that Kidcaboo will retain the Kidcaboo Services Fee, as further described in the Driving Nanny Compensation Policy.

14. Ride Opportunities. After registering your Account, you will be able to view Rides that Arrangers have requested in your approximate geographic region or another region you select. Kidcaboo does not guarantee that any Driving Nanny will receive any minimum number of Ride offers or perform any minimum number of Rides. From time to time, you may also receive notifications via text, email or Application notification from Kidcaboo indicating a Ride opportunity. This notification will include general information about the desired Ride, such as the neighborhoods of the pick-up and drop-off locations and an estimate of the applicable Ride Fees. Other Driving Nannies may also receive such notifications.

15. Insurance.

- a. Driving Nannies must possess and maintain insurance in all types of coverage and amounts required by applicable law to provide the transportation services described in this Agreement.
- b. Driving Nanny must have a valid policy of liability insurance (in coverage amounts equal to or greater than all applicable legal requirements) covering the operation of the Approved Vehicle(s) to cover any anticipated losses related to such Driving Nanny's provision of Rides to Riders. Driving Nanny must provide proof of insurance to Kidcaboo before participating in the Services and at any time upon request.
- c. Driving Nanny must be named or scheduled on their personal insurance policy covering the Approved Vehicle(s), and must also name any of their personnel that are authorized to use the Services.
- d. Kidcaboo shall maintain all insurance it is required by law to maintain in connection with the Rides arranged using the Services.

- e. Company shall be required to maintain appropriate industrial injury insurance to the extent required by law. If permitted by applicable law, Company may choose to insure Driving Nanny and any personnel against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance.
- f. Failure to comply with these insurance requirements shall constitute a material breach of this Agreement.

16. Permission to Use Driving Nanny Photos. Kidcaboo may, or may have a third-party photographer contracted by Kidcaboo, take photographs of Driving Nannies, or may require that you provide a photo of yourself (collectively, "**Driving Nanny Photos**"). You hereby grant Kidcaboo all applicable rights, consents and permissions to photograph you or to have a third-party service photographer photograph you and to use, reproduce, distribute, publicly display, and publicly perform your name and your image and likeness in any Driving Nanny Photo of you, in connection with the operation, advertisement or promotion of the Services, without any compensation for, or obligation to pay, you. Such rights, consents and permissions will survive any termination or expiration of this Agreement. Kidcaboo owns all right, title and interest in all Driving Nanny Photos and may use such Driving Nanny Photos in any manner in which it sees fit in connection with the Services.

17. Deactivation of Account

- a. Kidcaboo may immediately deactivate your Account as a Driving Nanny if you violate these Terms or the then-current Kidcaboo Driving Nanny Handbook.
- b. You may not participate as a Driving Nanny, Arranger or Participant or use the Applications or Services after your Account has been deactivated unless and until re-authorized by Kidcaboo.

18. Communication from Kidcaboo. By providing your cellphone number and using the Services, you hereby affirmatively consent calls and text message/SMS communication from Kidcaboo and other Users, including Driving Nannies and Arrangers, in order to perform and improve the Services. We do not charge for this Service. However, you are responsible for all message and data rates that may be charged from your carrier for these messages. You may opt-out from these messages by emailing hello@kidcaboo.com or responding "STOP" to any mobile text messages received from Kidcaboo. By opting out, you will no longer be able to use the Services if you do so, as such communications are necessary for providing the Services. Notwithstanding any opt-out, we may contact you with any method available (call, text, or email) in the case of an emergency. We will not be liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from your mobile service operator.

19. Intellectual Property Ownership and License.

- a. You acknowledge and agree that Kidcaboo is the owner of, or has rights in and to, the Kidcaboo Properties, including, but not limited to, all intellectual property rights. The Kidcaboo Properties are protected by all applicable laws and you are expressly prohibited from using the Services for any purposes not explicitly stated in this Agreement.

- b. All trademarks (common law or registered) and copyrights (common law or registered) displayed on the Kidcaboo Properties are the property their respective owners. Specifically, all content featured on the Kidcaboo Properties are copyrighted and owned by Kidcaboo, unless otherwise stated. All Kidcaboo marks are the property of Kidcaboo, including, but not limited to, KIDCABOO and all Kidcaboo logos. The Site and Application's look and feel, color selections, layout, and arrangement, is the trade dress of Kidcaboo. You are prohibited from using Kidcaboo's trademarks, service marks, and trade dress, or any colorable imitation of the same, to indicate any source of sponsorship, affiliation, connection, or association with your goods or services without the prior written consent of Kidcaboo.
- c. Kidcaboo hereby grants you a limited, non-exclusive, non-sublicensable, royalty free, non-assignable, and revocable license to use the Kidcaboo Properties for their customary and intended purposes. Violation of the terms of this Agreement or use of the Kidcaboo Properties for use outside of their customary and intended purposes will result in the termination of this license. The license is revocable at any time, and rights not expressly granted in this Agreement are reserved to Kidcaboo.

20. Prohibited Uses. As a condition of use, you agree not to use Kidcaboo Properties for any purpose that is prohibited by this Agreement or by applicable law. You shall not (and shall not permit any third party) either (a) take any action or (b) make available any User Submissions on or through Kidcaboo Properties that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales without Kidcaboo's prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including any employee or representative of Kidcaboo; (vi) interferes with or attempt to interfere with the proper functioning of Kidcaboo Properties or uses Kidcaboo Properties in any way not expressly permitted by this Agreement; or (vii) attempts to engage in or engage in, any potentially harmful acts that are directed against Kidcaboo Properties, including but not limited to violating or attempting to violate any security features of Kidcaboo Properties, using manual or automated software or other means to access, "scrape," "crawl" or "spider" any pages contained in Kidcaboo Properties, introducing viruses, worms, or similar harmful code into Kidcaboo Properties, or interfering or attempting to interfere with use of Kidcaboo Properties by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" Kidcaboo Properties.

21. User Submissions. The Kidcaboo Properties may enable you to post, upload, e-mail, transmit or otherwise make available, your own user generated content, information, data or materials through the Services ("User Submissions"). User Submissions are the sole responsibility of the party from whom such User Submissions originated. You grant us a non-exclusive, fully-paid, world-wide, transferable, perpetual, irrevocable, royalty-free license, with the right to grant sublicenses, to display, publicly perform, distribute, store, transcode, broadcast, transmit, reproduce, edit, modify, create derivative works, and otherwise use your User Submissions in any manner, in any medium, for any purpose in connection with Kidcaboo, the Site or the Services. You acknowledge and agree that you have no expectation of compensation, privacy, or confidentiality with respect to any User

Submission. User Submissions may be available to other Users (such as Driving Nannies and Arrangers). We may refuse or remove User Submissions at any time. You represent and warrant that you own all rights in your User Submissions or you have acquired all necessary rights in your User Submissions to enable you to grant Kidcaboo the rights in your User Submissions described above. We have no obligation to pre-screen User Submissions or any other content on the Site or Services, although we reserve the right in our sole discretion to pre-screen, refuse or remove such content.

22. Feedback. If you provide us with any suggestions or feedback, you hereby assign to Kidcaboo all right, title, and interest to any such feedback regarding the Kidcaboo Properties, in any and all forms, and all property rights therein, including, without limitation, all patent, copyright, trade secret, trademark, moral right, or other intellectual property rights.

23. Mobile Devices. The Kidcaboo Properties are fully accessible via a mobile device. To the extent you access the Services through a mobile device, your wireless carrier's standard charges, rates, and fees may apply. Kidcaboo is not responsible for any fees or errors that occur while accessing the Services via mobile device.

24. Mobile Application. When accessing and using the Application as downloaded from the Apple App Store and/or Google Play Store, Users agree to the following:

- a. This Agreement is entered into between Kidcaboo and the Driving Nanny only, not Apple and/or Google, and Kidcaboo is solely responsible for the Services;
- b. The license granted to Users under this Agreement to use the Services is non-transferable;
- c. Kidcaboo is solely responsible for providing any maintenance and support services with respect to the Services;
- d. Kidcaboo is solely responsible for any warranties as articulated in this Agreement;
- e. Driving Nanny and Kidcaboo are solely responsible for addressing any claims relating to product liability; the Services' failure to conform with any applicable legal or regulatory requirement; and claims arising under consumer protection, privacy, or similar legislation;
- f. In the event of any third-party claim that the Services or User's possession and use of the Services infringes that third-party's intellectual property rights, Kidcaboo is solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim;
- g. Users represent and warrant that they 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 that Driving Nanny is not listed on an U.S. Government list of prohibited or restricted parties;
- h. The contact information for Kidcaboo to which any questions, complaints, and/or claims can be directed is located below;
- i. Driving Nanny must comply with all applicable third-party terms of agreement when using the Services; and
- j. Driving Nanny and Kidcaboo agree that Apple and Google, and Apple and/or Google's subsidiaries, are third-party beneficiaries of this Agreement, and that, upon the User's acceptance of this Agreement, Apple and/or Google will have the right to enforce this Agreement against the Driving Nanny as a third-party beneficiary thereof.

25. Section 230 of Communications Decency Act. You acknowledge and agree that Kidcaboo is an interactive computer service provider under Section 230 of the Communications Decency Act. Though Kidcaboo may edit, remove, or control the content displayed through the Kidcaboo Properties, you agree that Kidcaboo will not be considered an information content provider and will not be held liable for the republication of defamatory or tortious content created by third-parties, whether through the Kidcaboo Properties or otherwise.

26. Third-Party Websites and Service Providers. As a part of the Kidcaboo Properties, you may have access to materials that are hosted by another party. You agree that it is impossible for Kidcaboo to monitor such materials and that you access these materials at your own risk. The Kidcaboo Properties may provide information from and links to third-party websites and applications (“**Third-Party Websites**”) and advertisements for third parties (collectively, “**Third-Party Websites & Ads**”). When you click on a link to any Third-Party Websites & Ads, we will not warn you that you have left our Site or Application and are subject to the terms and conditions (including privacy policies) of another website, application or destination. Such Third-Party Websites are not under the control of Kidcaboo. Kidcaboo is not responsible for any Third-Party Websites & Ads. Kidcaboo provides these Third-Party Websites & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites & Ads, or their products or services. You use all links in Third-Party Websites & Ads at your own risk. When you leave our Site or Application, our Terms no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

27. Term and Termination.

- a. **Term.** This Agreement commences on the date when you accept them and remain in full force and effect while you use Kidcaboo Properties, unless terminated earlier in accordance with this Agreement.
- b. **Driving Nanny Termination.** To terminate this Agreement, Driving Nannies must provide Kidcaboo with a seven (7) days’ notice. Driving Nanny shall send notice of termination to Kidcaboo via the process described below in the “Notices” section.
- c. **Kidcaboo Termination.** Kidcaboo has the right to, immediately and without notice, suspend or terminate your Account and your use of the Kidcaboo Properties for any reason or no reason, in Kidcaboo’s sole and absolute discretion, including, without limitation, if you violate this Agreement or the Kidcaboo Code of Conduct.
- d. **Effects of Termination.**
 - i. **Removal from Services.** Termination of this Agreement includes removal of access to the Services. Termination of all Services also includes deletion of your Account and

all related information and User Submissions associated with your Account. Upon termination of this Agreement, your right to use such Service will automatically terminate immediately. You understand that any termination of this Agreement may involve deletion of your User Submissions associated therewith from our live databases. Kidcaboo will not have any liability whatsoever to you for any suspension or termination, including for deletion of your User Submissions. By deleting the Application, your information will also be deleted from the Application. Notwithstanding the foregoing, Kidcaboo shall have the right to retain all User information as required by applicable law.

- ii. **Return of Equipment.** After notice of termination of this Agreement, Driving Nanny agrees to return any Kidcaboo equipment, consistent with the timeframe and procedures articulated in Kidcaboo's Equipment Policy.

28. Investigations.

- a. Kidcaboo may, but is not obligated to, monitor or review the Kidcaboo Properties at any time. Although Kidcaboo does not generally monitor user activity occurring in connection with the Kidcaboo Properties, if Kidcaboo becomes aware of any possible violations by you of any provision of this Agreement, Kidcaboo reserves the right to investigate such violations, and Kidcaboo may, at its sole discretion, immediately terminate your license to use the Kidcaboo Properties without prior notice to you.
- b. You are solely responsible for your interactions with other Users and any other parties with whom you interact; provided, however, that Kidcaboo reserves the right, but has no obligation, to intercede in such disputes. You agree that Kidcaboo will not be responsible for any liability incurred as the result of such interactions. The Kidcaboo Properties may contain User Submissions provided by other Users. Kidcaboo is not responsible for and does not control User Submissions. Kidcaboo has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Submissions. You use all User Submissions and interactions with other Users at your own risk.
- c. If Kidcaboo becomes aware of any possible violations by you of this Agreement or the Kidcaboo Driving Nanny Handbook, Kidcaboo reserves the right to investigate such violations. If, as a result of the investigation, Kidcaboo believes that criminal activity has occurred, Kidcaboo reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Kidcaboo is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Kidcaboo Properties, including your User Submissions, in Company's possession in connection with your use of the Kidcaboo Properties, to (1) comply with applicable laws, legal process or governmental request; (2) enforce this Agreement, (3) respond to any claims that your User Submissions violate the rights of third parties, (4) respond to your requests for customer service, or (5) protect the rights, property or personal safety of Kidcaboo, its Users or the public, and all enforcement or other government officials, as Kidcaboo in its sole discretion believes to be necessary or appropriate. In the event that Kidcaboo determines, in its sole discretion, that

you have breached any portion of this Agreement, or have otherwise demonstrated conduct inappropriate for the Kidcaboo Properties, Kidcaboo reserves the right to (in addition to Kidcaboo's other rights hereunder) notify and/or fully cooperate with the proper law enforcement authorities for further action; and/or pursue any other action which Kidcaboo deems to be appropriate.

29. Disclaimer.

- a. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE KIDCABOO PROPERTIES IS AT YOUR SOLE RISK, AND THE KIDCABOO PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. KIDCABOO AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AFFILIATES, AGENTS, AND LICENSORS (COLLECTIVELY, THE "**COVERED PARTIES**") DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE AND NON-INFRINGEMENT), INCLUDING WITHOUT LIMITATION WITH RESPECT TO ANY CAR OR BOOSTER SEATS THAT MAY BE PROVIDED BY KIDCABOO OR DRIVING NANNIES OR THE INSTALLATION OF SUCH CAR OR BOOSTER SEATS BY DRIVERS. THE COVERED PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE KIDCABOO PROPERTIES OR FOR THE CONDUCT OR PERFORMANCE OF THE DRIVING NANNIES, ARRANGERS, RIDERS, PARTICIPANTS, OR OTHER USERS.
- b. DRIVING NANNIES ARE NOT COVERED PARTIES WITHIN THE MEANING OF THIS AGREEMENT. DRIVING NANNIES ARE NOT AGENTS, EMPLOYEES, JOINT VENTURERS, AFFILIATES, FRANCHISEES OR PARTNERS OF KIDCABOO. WE DO NOT CONTROL, OR HAVE THE RIGHT TO CONTROL, DRIVING NANNIES, EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, KIDCABOO POLICIES, OR AS REQUIRED BY APPLICABLE STATE AND/OR FEDERAL LAW. WE ARE NOT RESPONSIBLE FOR THE AVAILABILITY OR PERFORMANCE OF DRIVERS.
- c. WE DO NOT GUARANTEE ARRANGERS THAT ANY RIDE REQUEST WILL BE ACCEPTED BY DRIVING NANNIES OR THAT DRIVING NANNIES WILL RECEIVE ANY PARTICULAR NUMBER OF RIDE REQUESTS BY ARRANGERS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COVERED PARTIES ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, OR NEGLIGENCE OF ANY USERS (INCLUDING, BUT NOT LIMITED TO, DRIVING NANNIES) OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. WE DO NOT REPRESENT OR ENDORSE, AND SHALL NOT BE RESPONSIBLE FOR YOUR ABILITY OR INABILITY TO ARRANGE OR ACCEPT A RIDE USING THE SERVICES.
- d. KIDCABOO SHALL NOT BE RESPONSIBLE FOR CONDUCT OF ANY ARRANGER OR ADULT ACCOMPANYING A RIDER AND SHALL NOT BE RESPONSIBLE FOR OR REQUIRED TO MONITOR THE CONDUCT OF ANY ARRANGER OR ADULT ACCOMPANYING A RIDER.

30. Limitation of Liability.

- a. THE COVERED PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY LEGAL THEORY FOR ANY DAMAGES, CLAIMS, INJURIES, JUDGMENTS, COSTS, OR LIABILITIES ARISING OUT OF OR RELATED TO YOUR USE OR MISUSE OF THE KIDCABOO PROPERTIES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOSS OF INCOME, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, OR EXEMPLARY DAMAGES. YOU UNDERSTAND AND AGREE THAT THE MAXIMUM AMOUNT THAT THE COVERED PARTIES CAN BE HELD LIABLE TO YOU UNDER ANY CIRCUMSTANCE IS THE AMOUNT THAT YOU PAID, IF ANY, FOR PRODUCTS OR SERVICES THROUGH THE KIDCABOO PROPERTIES, AND IN NO CASE WILL THAT AMOUNT EXCEED \$100. IF NO AMOUNT IS PAID BY YOU TO THE COVERED PARTIES, YOU AGREE THAT YOU WILL BE LIMITED TO INJUNCTIVE RELIEF ONLY UNLESS OTHERWISE PERMITTED BY LAW.
- b. THE KIDCABOO PROPERTIES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. THE COVERED PARTIES ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED ON THE KIDCABOO PROPERTIES.
- c. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES. IF YOUR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, YOU SHOULD SEEK LEGAL COUNSEL TO UNDERSTAND YOUR LEGAL RIGHTS UNDER THE LAW.

31. Indemnification.

- a. YOU AGREE TO HOLD HARMLESS, INDEMNIFY, AND DEFEND KIDCABOO AND THE COVERED PARTIES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, RIGHTS, AND ACTIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, INFRINGEMENT, PERSONAL INJURY, AND DEATH, THAT EITHER DIRECTLY OR INDIRECTLY ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE SITE AND/OR APPLICATION, YOUR USE OR PROVISION OF ANY SERVICES, YOUR USER SUBMISSIONS TO THE KIDCABOO PROPERTIES, YOUR VIOLATION OF ANY TERM OR CONDITION OF THIS AGREEMENT, YOUR VIOLATION OF ANY APPLICABLE LAW, STATUTE, ORDINANCE, REGULATION, OR TREATY, WHETHER LOCAL, STATE, NATIONAL, OR INTERNATIONAL, OR YOUR VIOLATION OF THE RIGHTS OF A THIRD PARTY.
- b. YOUR OBLIGATION TO DEFEND KIDCABOO AND THE COVERED PARTIES UNDER THE TERMS OF THIS AGREEMENT WILL NOT PROVIDE YOU WITH THE RIGHT TO CONTROL THE COVERED PARTIES' DEFENSE, AND THE COVERED PARTIES RESERVE THE RIGHT TO CONTROL ITS DEFENSE AND CHOOSE ITS COUNSEL REGARDLESS OF YOUR CONTRACTUAL REQUIREMENT TO INDEMNIFY THE COVERED PARTIES.

32. Jurisdiction, Governing Law, and Dispute Resolution

- a. **Jurisdiction and Governing Law.** This Agreement will be interpreted, governed, construed, and enforced in accordance with the laws of the United States of America and the State of New Jersey, without giving effect to any conflicts of laws principles. You and Kidcaboo submit

to and agree to personal jurisdiction in New Jersey, with venue proper in Essex County, New Jersey.

b. Binding Arbitration. YOU AND KIDCABOO AGREE THAT ARBITRATION WILL BE THE EXCLUSIVE FORUM AND REMEDY AT LAW FOR ANY DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOUR USE OF THE WEBSITE, OR THE PURCHASE OF PRODUCTS OR SERVICES FROM KIDCABOO, INCLUDING ANY DISPUTES CONCERNING THE VALIDITY, INTERPRETATION, VIOLATION, BREACH, OR TERMINATION OF THIS AGREEMENT. ARBITRATION UNDER THIS AGREEMENT WILL BE HELD IN ESSEX COUNTY, NEW JERSEY AND IN ACCORDANCE WITH THE MOST RECENTLY EFFECTIVE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION PROCEEDING WILL BE DECIDED BY A SINGLE ARBITRATOR AND THE ARBITRATOR WILL DECIDE THE ARBITRATION PROCEEDING BY APPLYING THE LAWS AND LEGAL PRINCIPLES OF THE STATE OF NEW JERSEY AND THE FEDERAL LAWS OF THE UNITED STATES. THE LOSING PARTY WILL BE REQUIRED TO PAY THE PREVAILING PARTY'S REASONABLE ATTORNEYS' FEES. YOU AND KIDCABOO AGREE THAT THE SITUS OF THIS AGREEMENT IS IN THE STATE OF NEW JERSEY. YOU AND KIDCABOO AGREE TO SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION OF ANY SUCH ARBITRATOR OR ARBITRATION PROCEEDING.

c. Waiver of Jury Trial. YOU AND KIDCABOO HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Kidcaboo are instead electing that all claims and disputes shall be resolved by arbitration.

33. Limitation on Actions. KIDCABOO AND YOU BOTH AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE KIDCABOO PROPERTIES MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. FAILURE TO ASSERT SAID CAUSE OF ACTION WITHIN ONE YEAR WILL PERMANENTLY BAR ANY AND ALL RELIEF. YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST KIDCABOO ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

34. Force Majeure. Kidcaboo shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to the Novel Coronavirus/Covid-19 pandemic, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

35. Severability. If any provision of this Agreement is found to be invalid or unenforceable for any reason whatsoever, the remaining provisions will remain valid and unimpaired and will continue in full force and effect.

36. Integration. Kidcaboo hereby integrates its Privacy Policy, Code of Conduct, Driving Nanny Compensation Policy, Equipment Policy, Zero Tolerance Policy, Background Check Policy, and any other policies into this Agreement via reference. The Kidcaboo Policies can be accessed by visiting: www.kidcaboo.com/policies.

- 37. No Waiver.** You understand and agree that no term or provision of this Agreement will be deemed to have been waived and no breach will be deemed to have been consented to unless said waiver or consent is in writing and signed.
- 38. No Assignment.** This Agreement, and your rights and obligations hereunder, may not be assigned, delegated, or otherwise transferred by you without Kidcaboo's prior written consent, and any attempted assignment, delegation, or transfer in violation of the foregoing will be null and void.
- 39. Survival.** All provisions of this Agreement, which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.
- 40. Notices.** If you have any questions, complaints or claims with respect to Kidcaboo Properties, please contact us at: legal@kidcaboo.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to contact us to request further investigation. Where Kidcaboo requires that you provide an email address, you are responsible for providing Kidcaboo with your most current email address. In the event that the last email address you provided to Kidcaboo is not valid, or for any reason is not capable of delivering to you any notices required and/or permitted by this Agreement, Kidcaboo dispatch of the email containing such notice will nonetheless constitute effective notice. You may give notice to Kidcaboo at legal@kidcaboo.com.
- 41. Reservation of Rights.** All rights not expressly granted herein are reserved to Kidcaboo.
- 42. Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.