

AGREEMENT

This Agreement is entered into between Our Ride, LLC (hereinafter "OR") with offices at P.O. Box 76, Clifton Park, New York and _____ (hereinafter "Client"), with an address of _____.

Client desires to join OR and enjoy the benefits of OR Membership and/ or requests driving services through or from OR as a non-Member, hereby executes this Agreement (the "Agreement") and agrees to be bound by all of the provisions contained herein.

1. Services.

Client hereby agrees to become a member of the OR service described below as (the "Service"), or requests driving services through or from OR as a Non-Member. The Service consists of connecting Clients with personal drivers to drive members in their own vehicles from one location to another. In some cases, the Service may include driving the Client's vehicle from one location to another without the Client being in their vehicle. In the event that the client engages OR to provide driving services for an automobile not owned by the Client, the Client represents that he/she has the permission to use such automobile and the consent of the owner to permit OR to provide the services herein and that all of the representations, warranties, and agreements contained herein regarding the Clients' owned or non-owned automobile are true, accurate and complete with respect to such automobile.

OR is not a taxi or limousine service and all OR drivers (each " a Driver", and collectively, the "Drivers") are independent contractors, and not employees of OR.

OR provides its Clients access to a pool of vetted, insured and professional independent contractors and handles the coordination and administration of the Service for its Clients through its extensive technology platforms.

2. Term.

Client may choose to become a Member of OR or request Services as a Non-Member. The term of the membership shall be a minimum of one-year, commencing upon registration and the issuance to Membership and agreeing to these terms of Service. Unless other payment arrangements are made with OR, the membership fee, if any, will be paid in advance or automatically billed to Member's designated credit card account or other authorized billing source (i.e. a debit card) on a recurring basis. This Agreement shall automatically renew itself for additional terms equal to the initial term unless Member or "OR" give the other written notice of termination not less than 30 days prior to the expiration of the then, current term. Member has the right to terminate this Agreement and membership in the Service at any time by written (including electronic) notice to OR after the initial 12-month agreement. If Member cancels the membership prior to the expiration of the then-current term for which Member has paid its membership fee, the Member shall not be entitled to a refund of all or any portion of the membership fee. Member will remain liable for any other fees or charges to be paid pursuant to this Agreement.

OR reserves the right to terminate this Agreement and the Service at any time, with or without cause, on not less than 30 days notice to Member. In the event the Agreement is terminated by OR without cause, OR will refund to Member all prepaid usage fees plus a prorated amount of the membership fee. OR may also terminate this Agreement without prior notice for "cause", including but not limited to, breach of this Agreement by Member. In the event this Agreement is terminated by OR for cause, Member shall not be entitled to a refund or any portion of any prepaid usage fees or the membership fee.

3. Fees.

Member will pay OR a membership fee according to the OR standard fee schedule for Individual, Family, Corporate, or other Membership class. In addition, Member and Non-Member Clients will pay usage fees and other mileage in accordance with OR standard fee schedule. The current fee schedule can be viewed at www.ourridehome.com.

OR reserves the right to change the fee schedule at any time with at least 30 days written (including electronic) notice. If Member objects to any OR fee

increase within 30 days of posting the change, Member shall have the right to terminate this Agreement and receive a pro-rated refund of its membership fee, but shall remain liable for all outstanding usage fees. Unless other payment methods acceptable to OR are arranged, membership fees and usage fees will be automatically billed and charged to Member's designated credit card account or debit card account. Any Member who uses a debit card as the designated credit card account acknowledges that OR will not be responsible for any fees or penalties associated with insufficient funds, bounced checks, or any other form of fee due to a charge for Services. Member must maintain a credit or debit card account or similar payment account on file with OR in order to receive Services. OR may automatically charge Member's card for Services used by Member during the prior month on the first day of the next month, or OR may choose to charge usage fees as they are incurred. Once Member has placed its payment account on file with OR, OR may receive automatic updates of that account information from the financial institution that issued that payment card in order to keep that payment information current. If Member objects to any fees or charges for Services, Member must notify OR in writing (including electronically) within 30 days after the fee or charge is incurred (unless applicable law does not allow a limit or the law requires a longer period). If Member fails to object in writing to any charge within such 30-day period, the charge will be deemed approved by Member. Interest will accrue on all delinquent amounts due OR at the lesser of 18% per annum or the highest rate permitted by law from the date the payment was due until actually received by OR.

4. Representations and Warranties of Member.

Client hereby represents and warrants to OR and OR drivers that as of this date and as of each date of requested service that Client is the rightful owner, lessee or has the explicit permission of the vehicle owner to allow the Service herein for the vehicle(s) whose information is provided in advance of service to OR including but not limited to: make, model, year, color, license plate number, VIN number, active registration, NYS Safety check expiration and current insurance (in minimum amounts required by state law). Further, the Client warrants that their vehicle(s) are well maintained and in good working condition with no defects or conditions that may render the vehicle unsafe to drive. Client also confirms that vehicle has sufficient fuel to reach the desired drop-off location.

Contraband, drugs, open containers of alcohol, firearms or other items which are illegal will not be permitted in the vehicle at any time.

The Client will use the service only for personal, non-commercial use, and only for Client and Clients' immediate family (a spouse, parent, or child residing in the same home as Client), and Client may not re-sell the services. The credit card or debit card information provided to OR is true and correct. Client has the right, power and authority to pay for the services by such credit card or debit card; There is sufficient credit on the credit card to pay for the services, and Client is 18 years of age or older.

5. Client Covenants and Authorizations.

Client hereby covenants, agrees, and authorizes OR and Driver as follows:

- To permit the OR Driver to drive Client's Vehicle for the purposes set forth in this Agreement.
- To obey all civil and criminal laws, including but not limited to, seat belts for every passenger and open container laws.
- To pay a cancellation or no show fee in an amount of \$25.00 if there is a failure to cancel reservation or meet the Driver at pre-arranged pick-up point, unless Member cancels within one hour of scheduled time or in accordance with the cancellation provisions at their current membership level. (Charge will be billed to Member's credit card).
- To pay for any required fuel, tolls, incidentals and parking fees associated with transporting the member and/or their vehicle to their requested destination. (Charge will be billed to Member's credit card along with a 10% processing/administrative fee.)
- To treat the Drivers with respect and courtesy at all times.
- To pay all usage charges as defined in the Client's agreement for Services. Such charges will be billed directly to the Client's credit card on file and if applicable in accordance with the member's current membership level.
- To offer Drivers a gratuity based on the level of service provided. Gratuities to the Driver are added to the usage fees for convenience and additional gratuities are appreciated if the Driver meets or exceeds Client's expectations. If you are unhappy with your service for any reason, gratuities on that transaction can be reduced by simply contacting OR the next business day.

- To pay any expenses required to get the Client's Vehicle to its destination, including but not limited to: (i) fuel costs if Driver, in his or her sole discretion, concludes that based on the Vehicle's fuel gauge reading, the Vehicle has insufficient fuel to reach the desired drop-off point; (ii) towing or other emergency roadside expenses resulting from mechanical failure of the Vehicle; and (iii) parking fees and/or tolls and valet charges. There will be a 10% administrative charge for any expenses incurred, and not reimbursed, on the Client's behalf.

- Subject to paragraphs 9 and 10 below, Client hereby authorizes OR or the Driver to seek emergency medical care in the event Member is injured or becomes ill during transport from the pick-up location to the drop-off location. In such a situation, Client hereby authorizes OR to leave the Vehicle locked and parked in the hospital or urgent care parking lot in the event of an emergency; keys will be retained by OR until such time as Client or a family member or other authorized person authorizes their release, and in the event that an emergency arises, Client authorizes OR and/or the Driver to attempt to contact anyone associated with the account as either an emergency contact or the account owner.

6. Client Acknowledgements.

Client acknowledges that in exchange for the privileges and peace of mind associated with the OR platform, Client hereby: (a) releases Our Ride, LLC, its owners, managers, employees, independent contractors, agents and Drivers from any and all liability, including negligence, for any injury, including death or property damage that may occur in connection with the OR Service; and (b) agrees not to initiate any legal proceedings against Our Ride, LLC., its members, managers, employees, independent contractors, agents or Drivers with respect to any such claims for damages, which Client is releasing. Client is aware and assumes the various risks are involved in the OR Services like, among other things, the travel risks associated with riding in a vehicle, property damage that may occur and giving control of a vehicle to another person. Despite these and the other risks, Client wants this service and is willing to agree to personally bear such risks, assuming full responsibility for any harm or damage that may result.

7. Reservation of Rights by OR.

OR reserves the right to refuse to provide the OR Service to Client, Member, or to any other person if, in the Driver's sole discretion, such

service would be unsafe to the Driver because: (a) Client or other person is armed, belligerent, violent, verbally or physically threatening or abusive; (b) the Vehicle is unsafe to drive; or (c) any other facts or circumstances relevant to Driver's safety, as determined in Driver's sole discretion, including but not limited to a request to pick up Client in a location deemed unsafe by Driver.

8. Limitation of Liability.

Without limiting any other provisions of this Agreement, OR and the Drivers' liability for failure to perform under this Agreement or for injury or damage will be limited to \$500. In no event will OR or the Drivers be liable for special, incidental, consequential, exemplary or punitive damages, even if advised of their possible existence. Client fully intends and understands that the limitation of liability and indemnification provisions of this agreement shall bind the Client's family, heirs, assigns, or personal representatives. Client hereby forever releases, acquits and discharges OR from any and all liabilities, claims, demands, actions and causes of action that such Member may have by reason of any monetary damage or personal injury sustained as a result of or during the use of any Service. The sole recourse available if the Client is a Member shall be the cancellation of the membership; if a non-member, the sole recourse shall be the refund of any payment made for the individual trip. In the event of an accident with the Vehicle, and it is determined by the police or a final, non-appealable judgment that the Driver was at fault, OR will pay up to \$500.00 towards Client's insurance deductible. This is the sole liability of OR for damage to the Vehicle or its occupants. Client will look solely to OR insurance policies and to the insurance company on Client's automobile insurance policy for compensation in the event of an accident.

9. Disclaimer of Warranties.

OR does not warrant that Services will always be available within any specific time frame. Services are subject to availability and OR assumes no liability should all Drivers be booked at the precise time when Service is requested. OR shall not be liable for delays or failure to provide Service as a result of inclement weather, traffic conditions, construction, or other causes beyond the reasonable control of OR and/or the Drivers.

10. Indemnification.

Client will indemnify, defend and hold Our Ride, LLC, its owners, employees, independent contractors, agents and Drivers harmless from and against any and all losses, claims, liabilities, damages, fines, penalties and expenses (including attorney's fees) arising from or resulting from any breach by Client of the representations, warranties or covenants contained in this Agreement or arising out of the participation by Our Ride, LLC in this Agreement, including without limitation, Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage (both civil and criminal) arising or resulting from the Our Ride's conduct except as indicated otherwise in this paragraph. This indemnification shall not apply if Our Ride, LLC did not act in good faith and in a reasonable manner, had reasonable cause to believe its conduct was unlawful, the actions or conduct constituted willful misconduct or was knowingly fraudulent or deliberately dishonest, or if otherwise prohibited by law.

Our Ride, LLC shall promptly provide Client with written notice of any claim or action within five (5) business days of the actual notice. Client shall at its own Expense, participate in the defense of any action or claim and may assume the defense using counsel that are reasonably satisfactory to Our Ride, LLC. Our Ride, LLC must consent in writing for any final disposition of the claim. If the Client fails to assume the defense, Our Ride, LLC retains the right to be reimbursed for all expenses that should have been assumed or covered, except those provided by insurance.

All payments due from Client shall be made within thirty (30) days of receipt of Notice of Claim.

11. Entire Agreement.

This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. Except as otherwise provided herein, this Agreement may only be amended by mutual written (including electronic) agreement of the parties. Notwithstanding the foregoing, OR reserves the right to change usage fees and other pricing on

not less than 30 days' notice to Member, and OR reserves the right to change, add or delete any service, and to implement additional policies and procedures without the consent of Client or Member, provided such changes do not materially alter the obligations of the parties. If any such change materially changes the Service, or results in higher costs charged to Member, Member may either cancel this Agreement or agree to the change. Failure of Member to object to any such change within 30 days of receipt of notice thereof shall be deemed an acceptance of the change. A current copy of the Terms of Service and OR policies and procedures will be available at www.ourridehome.com.

12. Governing Law.

This Agreement is governed by the laws of the State of New York, without regard to conflicts of law principles. Venue for any litigation arising out of this Agreement shall be proper only in Saratoga County, New York. The parties hereby irrevocably consent to the personal jurisdiction of the state and federal courts situated in Saratoga County, New York.

13. Severability.

If any provision of this Agreement is determined to be unenforceable, such provision will be deemed severed and the remaining provisions of this Agreement will continue in full force and effect.

14. Attorney Fees.

In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reimbursement of court costs, expenses and attorney fees incurred in connection with the enforcement of their rights, in addition to any other or further relief to which such prevailing party may be entitled.

15. Binding Effect.

This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns. Each Driver is hereby designated as a third-party beneficiary of this Agreement.

16. Force Majeure.

In the event the performance by either party of its obligations hereunder (except payment of monies due) is prevented, restricted or interfered with by reason of fire or other casualty or accident; strikes or labor disputes; unavailability of materials, power or supplies; war or other violence; any law, order, proclamation, regulation, ordinance demand or requirement of any governmental agency or intergovernmental body; or any other act or condition whatsoever beyond the reasonable control of the party affected thereby, the party so affected shall be excused from such performances to the extent of such prevention, restriction or interference.

17. Acceptance of Agreement by OR

Our Ride, LLC will be deemed to have accepted this Agreement upon execution of this Agreement below and , for Members, upon the acceptance of payment of annual membership fee and the issuance of a Member Number and for Client, upon acceptance of the individual Client transaction. Client or Member shall sign below to be legally bound to this Agreement. Alternative, by joining Our Ride, LLC electronically, without a manual signature, or requesting service electronically, agreeing to the terms of service without a manual signature, Client or Member acknowledges that he or she has read and understood this Agreement and agrees to be legally bound by its terms.

I have read and agree to the OR Terms of Service:

_____ Dated: _____

CLIENT/MEMBER

_____ Dated: _____
Our Ride, LLC