

WHEELS TERMS OF USE

Last Modified: January 28, 2020

Acceptance of the Terms of Use.

The following terms and conditions, together with any other notices or documents that they expressly incorporate by reference (collectively, these “Terms of Use”), are entered into by and between You and Wheels Labs, Inc., a Delaware corporation (“Company”, “Wheels”, “we” or “us”). The Terms of Use govern your access to and use of the Wheels mobile application (“Mobile Application”) and the Wheels websites www.wheels.co and www.takewheels.com (collectively, “Website”) (the Mobile Application and the Website, are collectively referred to hereinafter as the “Platform”), including any content, functionality and services offered on or through the Platform, whether as a guest or a registered user.

IMPORTANT: PLEASE REVIEW THE MUTUAL ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH WHEELS ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION AND WAIVING YOUR RIGHT TO A CLASS ACTION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS MUTUAL ARBITRATION AGREEMENT AND HAVE TAKEN THE TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

THESE TERMS OF USE ALSO CONTAIN RELEASES, LIMITATIONS ON LIABILITY, AND PROVISIONS ON INDEMNITY AND ASSUMPTION OF RISK, ALL OF WHICH MAY LIMIT YOUR LEGAL RIGHTS AND REMEDIES. PLEASE REVIEW THEM CAREFULLY.

Please read the Terms of Use carefully before you start to use the Platform. By using the Platform or by clicking to accept or agree to the Terms of Use when this option is made available to you, you also accept and agree to be bound and abide by the Additional Terms (as explained below), which are incorporated herein by reference. **If you do not want to agree to these Terms of Use or Additional Terms, you must not access or use the Platform.**

By using the Platform, you represent and warrant that you are 18 or older and of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Additional Terms.

Our **Privacy Notice**, the **Wheels Rental Agreement and Release** (if applicable), and other notices applicable to your use of the Platform are incorporated by reference into these Terms of Use (the "Additional Terms"), as updated from time to time. BY ACCESSING OR USING THE SERVICES, YOU ACCEPT THESE ADDITIONAL TERMS. We will make Additional Terms available for you to read through the Platform. If you do not agree to abide by the Additional Terms, you automatically opt out of, and are prohibited from, using the Platform. If you violate the provisions of the Additional Terms, Wheels may, in its sole discretion, suspend, discontinue, or change your account or any aspect of your access to or use of the Platform in whole or in part. By continuing to use the Platform, you agree to the Additional Terms and any future amendments and additions to the Additional Terms as published from time to time through the Platform. Please review the Additional Terms periodically to ensure you are up-to-date with any changes.

Changes to the Terms of Use.

We reserve the right to change or modify these Terms of Use at any time and in our sole discretion. If we make changes to these Terms of Use, we will provide notice of such changes, such as by posting a notice on our Platform and/or updating the "Last Updated" date above. Your continued use of the Platform following the posting of changes or modifications will confirm your acceptance of such changes or modifications. If you do not agree to the amended Terms of Use, you must stop using our Platform.

Consent to Receive Calls, Text Messages, Emails and Other Communications.

You expressly consent to receive and accept communications from Wheels, including via e-mail, telephone calls and text messages, including by automated dialer. You agree that the foregoing authorized communications may be initiated for any transactional, marketing, customer service, debt collection, account administration or other purposes related to your transactions with us by push notifications, text messages, or other comparable means at any of the e-mail addresses and/or telephone numbers provided by you or on your behalf to Wheels. YOU ACKNOWLEDGE YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE MARKETING OR ADVERTISING COMMUNICATIONS FROM WHEELS BY TELEPHONE CALL OR TEXT MESSAGE SENT BY AN AUTOMATIC TELEPHONE DIALING SYSTEM OR A PRERECORDED VOICE, AND YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PRERECORDED OR AUTODIALED PROMOTIONAL, ADVERTISING OR MARKETING (COLLECTIVELY, "MARKETING") CALLS OR TEXT MESSAGES AS A CONDITION OF PURCHASING ANY PROPERTY, GOODS OR SERVICES. IF YOU WISH TO OPT OUT OF MARKETING CALLS, EMAILS OR TEXT MESSAGES FROM US, YOU AGREE TO OPT OUT BY FOLLOWING ANY UNSUBSCRIBE INSTRUCTIONS PROVIDED TO YOU IN THOSE COMMUNICATIONS OR BY CONTACTING US AT support@wheels.co. Standard text messaging and data charges charged by your wireless service carrier will apply to text messages we may send. You represent and warrant that you are authorized to approve the receipt of calls and text messages at any telephone number you provide to us in connection with your account or your use of our Services and to approve any related carrier charges. PLEASE BE ADVISED THAT IF YOU OPT OUT OF MARKETING COMMUNICATIONS, WHEELS MAY STILL SEND YOU COMMUNICATIONS ABOUT YOUR ACCOUNT OR ANY TRANSACTIONS BETWEEN YOU AND WHEELS. YOU ACKNOWLEDGE THAT OPTING OUT

OF RECEIVING TEXT MESSAGES OR OTHER COMMUNICATIONS MAY IMPACT YOUR USE OF THE SERVICES. Any personal information collected via such communications is processed as outlined in our [Privacy Notice](#).

Use of Vehicles; Governing Agreement.

The Platform is for individuals ages 18 and older only. As such, depending on your location, You may be required to upload a photograph of Your valid driver's license or government-issued identification, the collection and use of which is governed by our [Privacy Notice](#), in order for us to verify Your age before you can use the Platform and the Vehicles (defined hereafter). In order to activate and use any Wheels scooters and bicycles (collectively "Vehicle(s)") offered by and through the Platform, You will be required to (i) provide payment to Wheels as instructed, and (ii) agree to the Wheels Rental Agreement and Release. Your Use of the Vehicles, including any disputes, legal requirements and other obligations of Wheels and You, is governed by the Wheels Rental Agreement and Release. In addition, in the event that a dispute arises out of the use of both the Platform and the Services, which is defined in the [Wheels Rental Agreement and Release](#) and composed of (1) the Vehicles, (2) the Platform and (3) all related information, personnel, and equipment, the [Wheels Rental Agreement and Release](#) shall govern.

Accessing the Platform and Account Security.

We reserve the right to withdraw or amend this Platform, and any service or material we provide on the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Platform; and
- Ensuring that all persons who access the Platform through your internet connection are aware of these Terms of Use and comply with them.

To access the Platform or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Platform that all the information you provide on the Platform is correct, current and complete. You agree that all personal information you provide to register with this Platform or otherwise, including but not limited to through the use of any interactive features on the Platform, is governed by our [Privacy Notice](#), which is part of our Additional Terms incorporated herein by reference as explained above, and you consent to all actions we take with respect to your personal information consistent with our Privacy Notice. YOU AGREE THAT YOU HAVE THE RIGHT TO SUBMIT ANY PERSONAL INFORMATION TO WHEELS AND THAT SUCH PERSONAL INFORMATION IS ACCURATE.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Platform or

portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights.

The Platform and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Platform for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Platform, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- You may download a single copy of the Mobile Application to your mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features such as plug-ins on or within the Platform, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the Platform.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Platform.

You must not access or use for any commercial purposes any part of the Platform or any services or materials available through the Platform.

If you wish to make any use of material on the Platform other than that set out in this section, please address your request to: support@wheels.co.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms of Use, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks.

The Company name, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Platform are the trademarks of their respective owners.

Prohibited Uses.

You may use the Platform only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platform:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personal information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity, including, without limitation, by using e-mail addresses, telephone numbers, or screen names associated with any of the foregoing, or otherwise submitting false information.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm the Company or users of the Platform or expose them to liability.

Additionally, you agree not to:

- Use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform.
- Use any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.

- Use any manual process to monitor or copy any of the material on the Platform or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Platform.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer or database connected to the Platform.
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Attempt to gain unauthorized access to any personal information that may be contained on the Platform, the server on which the Platform is stored, or any server, computer, database or information system connected to the Platform.
- Otherwise attempt to interfere with the proper working of the Platform.

Application-Specific Terms and License

Limited License

Notwithstanding anything to the contrary herein and subject to your compliance with these Terms of Use, Wheels grants you a limited non-exclusive, non-transferable license to download and install a copy of the Mobile Application on a single mobile device or computer that you own or control and run such copy of the Mobile Application solely for your own personal use. Furthermore, with respect to the Mobile Application you will only use the Mobile Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) or a product that runs on Android; and (ii) as permitted by applicable "Usage Rules" set forth in the Apple App Store Terms of Use or the Google Play Terms of Use. Wheels reserves all rights in the Mobile Application not expressly granted to you by these Terms of Use.

iOS Users

With regard to your use of the Mobile Application, you acknowledge and agree that (i) these Terms of Use are an agreement between you and Wheels only, and not Apple, and (ii) Wheels, not Apple, is solely responsible for the Mobile Application and content thereof. Your use of the Mobile Application must comply with the App Store Terms of Use. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Mobile Application. In the event of any failure of the Mobile Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Mobile Application. As between Wheels and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Wheels, subject to the these Terms of Use. You and Wheels acknowledge that, as between Wheels and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the Mobile Application or your possession and use of the Mobile Application, including, but not

limited to: (i) product liability claims; (ii) any claim that the Mobile Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You and Wheels acknowledge that, in the event of any third-party claim that the Mobile Application or your possession and use of that Mobile Application infringes that third party's intellectual property rights, as between Wheels and Apple, Wheels, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by, and subject to, these Terms of Use. You and Wheels acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms of Use as related to your license of the Mobile Application, and that, upon your acceptance of the Terms of Use and conditions of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use as related to your license of the Mobile Application against you as a third-party beneficiary thereof.

Reliance on Information Posted.

The information presented on or through the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.

This Platform may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Platform.

We may update the content on the Platform from time to time, at our sole discretion, and such content may not necessarily or always be complete or up-to-date. Any of the material on the Platform may be out-of-date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Platform.

Personal information that we collect on this Platform is subject to our [Privacy Notice](#). By using the Platform, you consent to all actions taken by us with respect to your personal information in compliance with the [Privacy Notice](#).

Geographic Restrictions.

The owner of the Platform is based in the state of California in the United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE PLATFORM, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE PLATFORM, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability.

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY WEBSITES LINKED TO IT, ANY

CONTENT ON THE PLATFORM OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification.

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees), including third-party claims, arising out of or relating to your violation of these Terms of Use or your use of the Platform, including, but not limited to, your use of the Platform's content, services and products other than as expressly authorized in these Terms of Use, your providing us with a false or inaccurate telephone number (or other contact information), or your use of any information obtained from the Platform.

BINDING ARBITRATION; CLASS ACTION WAIVER.

1. Dispute Resolution. Certain portions of this Section are deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act ("FAA"). You and Wheels expressly agree and intend that this Section satisfies the "writing" requirement of the Federal Arbitration Act. This Section can only be amended by mutual agreement. For purposes of this Section, "**Claims**" means collectively, and without limitation, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys' fees, whether incurred pre-litigation, pre-trial, at trial, on appeal, or otherwise), damages of any kind whatsoever (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, non-asserted, fixed, conditional, or contingent) that arise from or relate to (i) the Platform, including any and all contents, materials and software related thereto, and/or (ii) Your use of the Platform.

2. Informal Resolution of Disputes and Excluded Disputes. If any Claim arises out of or relates to the Platform or these Terms of Use, other than as may be provided herein, then You and Wheels agree to send notice to the other providing a reasonable description of the Claim, along with a proposed resolution of it. Wheels notice to You will be sent to You based on the most recent contact information that You provide Wheels. If no such information exists or if such information is not current, Wheels has no obligation under this Section. For a period of sixty (60) days from the date of receipt of notice from the other party, You and Wheels will engage in a dialog to

attempt to resolve the Claim, though nothing will require either You or Wheels to resolve the Claim on terms with respect to which You and Wheels, in each of our sole discretion, are not comfortable.

3. Binding Arbitration. If You and Wheels cannot resolve a Claim, within sixty (60) days of the receipt of the notice, then You agree that that any such Claim and all other disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms of Use, including, but not limited to any claim that all or any part of these Terms of Use are void or voidable, or whether a claim is subject to arbitration relating to Your use of the Platform, will be resolved by binding arbitration, rather than in court. The FAA, not state law, shall govern the arbitrability of such disputes, including the class action waiver below. However, You and Wheels agree that California state law or United States federal law shall apply to, and govern, as appropriate, any and all Claims or disputes arising between You and Wheels regarding these Terms of Use and the Platform, whether arising or stated in contract, statute, common law, or any other legal theory, without regard to choice of law principles. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator must follow the terms of these Terms of Use as a court would. **THIS SECTION, INCLUDING THE PROVISIONS ON BINDING ARBITRATION AND CLASS ACTION WAIVER, SHALL SURVIVE ANY TERMINATION OF YOUR ACCOUNT OR THE PLATFORM.**

a. Initiating Arbitration. To begin an arbitration proceeding, You must send a letter requesting arbitration and describing Your claim to Wheels at 8730 Sunset Blvd., Suite 290, Los Angeles, California 90069. The arbitration will be conducted by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. Payment of all filing, administration and arbitrator fees will be governed by JAMS's rules. The arbitration shall take place in San Jose, California or at such other venue (and pursuant to such procedures) as is mutually agreed upon. You can obtain JAMS procedures, rules, and fee information as follows: JAMS: 800.352.5267 and <http://www.jamsadr.com>.

b. Fees. You and Wheels will pay the administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require Wheels to pay a greater portion or all of such fees and costs in order for this Section to be enforceable, then Wheels will have the right to elect to pay the fees and costs and proceed to arbitration. Arbitration rules may permit You to recover attorneys' fees. Wheels will not seek to recover attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

c. Class Action Waiver. **YOU AND WHEELS EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. YOU AND WHEELS EACH AGREE THAT SUCH PROCEEDING SHALL TAKE SOLELY BY MEANS OF JUDICIAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.**

d. Exclusions; Venue. Notwithstanding the agreement to resolve all disputes through arbitration, You or Wheels may bring suit in court to enjoin infringement or other misuse of intellectual property rights (including patents, copyrights, trademarks, trade secrets, and moral rights, but not including privacy rights). You or Wheels may also seek relief in small claims court for Claims within the scope of that court's jurisdiction. In the event that the arbitration provisions above are found not to apply to You or to a particular Claim, either as a result of Your decision to opt-out of the arbitration provisions or as a result of a decision by the arbitrator or a court order, You agree that the venue for any such Claim or dispute is exclusively that of a state or federal court located in Santa Clara County, California. You and Wheels agree to submit to the personal jurisdiction of the courts located within Santa Clara County, California for the purpose of litigating all such Claims or any other disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms of Use or Your use of the Platform in the event that the arbitration provisions are found not to apply. In such a case, should Wheels prevail in litigation against You to enforce its rights under the Terms of Use, Wheels shall be entitled to its costs, expenses, and reasonable attorneys' fees (whether incurred at or in preparation for trial, appeal or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which Wheels may be entitled.

e. **Limited Time to File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WHEELS WANT TO ASSERT A DISPUTE AGAINST THE OTHER, THEN YOU OR WHEELS MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH HEREIN) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES OR IT WILL BE FOREVER BARRED.** Commencing means, as applicable: (i) by delivery of written notice as set forth herein; (ii) filing for arbitration with JAMS as set forth herein; or (iii) filing an action in state or federal court. This provision will not apply to any legal action taken by Wheels to seek an injunction or other equitable relief in connection with any losses (or potential losses) relating to the Platform, intellectual property rights of Wheels, and/or Wheels' of the Platform.

f. Your Right to Opt-Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of Your decision to opt-out to: support@wheels.co with the subject line "WHEELS ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of Your first use of the Platform, otherwise you shall be bound to arbitrate any disputes in accordance with the terms of these Terms of Use providing for binding arbitration. If You opt-out of these arbitration provisions, Wheels also will not be bound by them.

Term and Termination.

These Terms of Use will continue to apply to you until terminated by either you or Wheels. **WHEELS MAY TERMINATE THESE TERMS OF USE OR SUSPEND YOUR ACCESS TO THE PLATFORM AT ANY TIME**, INCLUDING IN THE EVENT OF YOUR ACTUAL OR SUSPECTED UNAUTHORIZED USE OF THE PLATFORM OR NON-COMPLIANCE WITH THE TERMS OF USE, OR IF WE WITHDRAW PLATFORM OR ANY CONTENT CONTAINED THEREIN. If you or Wheels terminates these Terms of Use, or if we suspend your access to the Platform, you agree that Wheels shall have no liability or responsibility to you, and that Wheels will not refund

any amounts that you have already paid, to the fullest extent permitted under applicable law. You may terminate these Terms of Use at any time. To learn how to terminate your Wheels account, please contact us at support@wheels.co. This section will be enforced to the fullest extent permissible by applicable law.

Any sections of these Terms of Use, including but not limited to '*Indemnification*', '*Intellectual Property*', '*Disclaimers*', '*Limitation of Liability*', '*Binding Arbitration; Class Action Waiver*', that either explicitly or by their nature, must remain in effect even after termination of these Terms of Use, shall survive termination.

Waiver and Severability.

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement.

The Terms of Use and our Privacy Notice constitute the sole and entire agreement between you and Wheels Labs, Inc. with respect to the Platform and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

California Residents.

If you are a California resident, you may have these Terms of Use and any Additional Terms mailed to you electronically by sending a letter to Wheels Labs, Inc., Attn: General Counsel, 8730 Sunset Blvd., Suite 290 Los Angeles, California 90069, with your email address and a request for the Terms of Use and any Additional Terms. In addition, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at 1-800-952-5210 in order to resolve a complaint regarding the Platform or to receive further information regarding use of the Platform.

Your Comments and Concerns.

The contracting entity is Wheels Labs, Inc. located at:

**8730 Sunset Blvd., Suite 290
Los Angeles, California 90069**

All other feedback, comments, requests for technical support and other communications relating to the Platform should be directed to: support@wheels.co.

Thank you for reading our Terms of Use.