

RIDE BID, INC.
AGREEMENT TO TERMS and CONDITIONS OF USE

These terms and conditions of use (“Terms and Conditions”) specified herein govern the use of services provided by Ride Bid, Inc. (“RideBid”) including, but not limited to, the website owned and operated by RideBid and located at www.ridebid.com (“Website”), the services provided through the Website (“Website Services”), and any other media provided by RideBid through which one can access the services at the Website (collectively, “RideBid Services”). Please read these Terms and Conditions carefully. By using any of the RideBid Services, you shall have affirmed consent to all of the Terms and Conditions specified herein and your agreement to be bound by them. As such, these Terms and Conditions represent a binding agreement between you and Ride Bid, Inc.

1. General

1.1 Definitions

1.1.1 “Consumer” means any individual or entity that visits the Website. Where applicable, the term “Consumer” shall encompass all customers.

1.1.2 “Customer” means a Rider or Vendor of RideBid.

1.1.3 “Rider” means any Consumer who uses the Website Services or purchases services through the Website or the Website Services.

1.1.4 “Vendor” means any driver or livery company or other licensed entity offering services to Consumers and/or selling services to Riders through the Website and/or Website Services.

1.1.5 “RideBid Services” means the Website, the Website Services, any additional services provided by RideBid, and the media through which a Customer may access the foregoing.

1.1.6 “RideBid Trademarks” means any trademarks, tradenames, logos, emails, writings, and other commercial designs of RideBid or licensed to RideBid, whether or not formal registration exists.

1.1.7 “Website” means the website owned and operated by Ride Bid, Inc. and located at www.ridebid.com.

1.1.8 “Website Material” means all of the information and content (in any format whatsoever) on the Website or transmitted via the Website Services.

1.2 By entering and using the Website and the Website Services, you agree to be bound by these Terms and Conditions.

1.3 All parties explicitly agree that the use of the RideBid Services, particularly the Website and Website Services, shall be pursuant to these Terms and Conditions. RideBid shall not be bound by any additional or different terms provided by any Consumer or Customer.

1.4 The Terms and Conditions shall be considered and construed as a binding agreement between you and RideBid.

1.5 The Terms and Conditions comprises the entire agreement between you and RideBid, superseding any prior agreements. Please note that you may be subject to additional rules and regulations that may apply when you apply for and use the Website Services. Any such additional rules and regulations shall be explicitly referenced herein and considered as incorporated within the Terms and Conditions.

1.6 These Terms and Conditions contain disclaimers (including Sections 8, 9, and 10) as well as exclusive remedy provisions (including Section 10).

1.7 Competency to Enter Agreement with RideBid.

1.7.1 RideBid is expressly targeted to individuals eighteen (18) years of age or older. You affirm that you are at least eighteen (18) years of age.

1.7.2 If you are less than eighteen (18) years of age, you are expressly prohibited from using the Website and Website Services.

1.7.3 You additionally affirm that you are fully able and legally competent to otherwise enter into this agreement with RideBid and comply with these Terms and Conditions.

1.7.4 You agree to provide accurate, current information that may be requested of you.

2. Modifications to Terms and Conditions.

2.1 Because the Internet remains a dynamic communications forum and the law on Internet and online commerce remain just as dynamic, the Parties understand that RideBid may alter, amend, change, waive, terminate or modify any term in this Agreement at any time provided that:

2.1.1 Should RideBid alter, amend, change, waive, terminate or modify any term contained within these Terms and Conditions, it shall provide notice by:

- (a) posting the new Terms and Conditions to the Website, particularly: www.ridebid.com/assets/RideBid%20Terms%20and%20Conditions%20of%20Use;
- (b) electronic mail or other means pursuant to these Terms and Conditions;

and/or

(c) as otherwise required by law.

2.1.2 Upon Notice, any Customer may either elect to terminate use of the Website and Website Services, or to accept the altered, amended, changed, waived, terminated or modified Terms and Conditions.

2.1.3 Should the Customer accept the altered, amended, changed, waived, terminated or modified Terms and Conditions, the Customer's use of the Website and Website Services shall proceed under the new Terms and Conditions;

2.1.4 Further, should the Customer accept the altered, amended, changed, waived, terminated or modified Terms and Conditions, the Customer shall execute any document presented to the Customer memorializing such acceptance. However, the absence of such a document shall not affect the enforceability of, and RideBid's reliance upon Customer's acceptance.

2.2 Apart from receiving notice from RideBid, you agree to review the Terms and Conditions and the relevant rules and regulations periodically to be updated of any such changes.

2.3 The act of placing a web page (URL) into a temporary file on your browser so that you may return to that page at a future date directly, without passing through certain preceding pages ("bookmarking"), may under certain circumstances result in the bypass of links to the Terms and Conditions. You hereby agree that any use of such bookmarks or bookmarking to bypass any web pages to enter into the Website and Website Services constitutes acceptance of the Terms and Conditions.

2.4 Please note that your continued use of the Website and Website Services following the changes of the Terms and Conditions constitutes acceptance of all such changes.

3. Charges, Billing and Payments

3.1 RideBid reserves the right to choose the forms of payment accepted for the Website Services; to refuse select forms of payment; and, to refuse service to anyone for any reason permitted by law.

3.2 RideBid presently accepts credit card payments from Customers. RideBid reserves the right to add or remove particular types of credit cards from which it will accept payments. Please check the Website prior to and/or at time of placing an order for the then-current types of credit cards from which RideBid will accept payments.

3.3 RideBid retains the right to alter or change the method of payment used at any point in a transaction and reserves the right to accept other payment types in the future.

3.4 Vendor and Rider agree that relationship established through RideBid is owned

by RideBid and cannot be circumvented to avoid fee.

3.5 **Pricing.** Prices remain subject to change without notice.

3.6 **No Minimum Order.** At present, RideBid does not require a minimum order.

3.7 **International Orders.** Customer shall be responsible for all money transfer fees and any applicable taxes and/or duties imposed on ordered services.

3.8 **Insufficient Funds.** Pursuant to its merchant service agreements, RideBid will apply an additional fee of \$25.00 to any payments returned or otherwise not accepted for insufficient funds. Payments not made in full within 30 days of date of invoice shall incur interest and fees at a rate not to exceed 21.99% APR. RideBid reserves the right to change this percentage rate.

3.9 **Timeliness of Payments.** Payments must be made at the time of purchase. You (and you alone) are responsible for all charges associated with connecting electronically to the Website and Website Services.

3.10 **Chargebacks.** Should your bank implement a chargeback occurring from or relating to a payment by you to RideBid, RideBid reserves the right to terminate any pending orders immediately, assess any fees incurred by RideBid, and proceed with collection of any amounts due. RideBid also retains rights to any funds in escrow or account if such funds exist and to whatever course of action is needed to settle outstanding payment due.

3.11 **Refunds and Returns.**

3.11.1 The sale of any service on RideBid is final.

3.11.2 Refunds will be provided only as stated below in the Section 4 on Cancellations.

3.11.3 In addition to refunds as covered in the (Section on Cancellation) to the Vendor, Vendor shall receive a complete refund of any bid fees associated with a ride that is not booked using Ride Bid.

3.12 **Defective or Unsatisfactory Services.** RideBid is a system for matching Riders with Vendors who provide service in the Riders' selected area. RideBid does not warrant the service or quality of its Vendors. Complaints about service, quality of service, timeliness, quality of vehicles and drivers or other issues should be directed to the Vendor providing the service. Riders are responsible for negotiating with Vendors in good faith and failing all else seek recompense from arbitration.

3.13. **Additional or Changed Services.** Fees transacted with RideBid are solely for the services described in the ride as entered by the Rider and additional services, passengers, vehicles, miles of travel to or from destination, additional holding time or other services or

changes in service may result in higher or lower fees. These fees are the responsibility of the Rider and are to be paid directly to the Vendor under the Vendor's terms of payment.

3.14. Vendor Bids. All Vendor bids shall be inclusive of all taxes and fees. However, depending on the Vendor, the bid may or may not include gratuity. RideBid encourages you to clarify the Vendor's policy on gratuity. No one can be compelled to pay a gratuity.

3.15. Coupons. Coupons given to specific Riders are not redeemable for other Riders and are not transferable, sellable, or otherwise tradeable or exchangeable for money, goods, services, etc.

3.16. Prepaid gratuities are not refundable to Rider if they cancel their ride less than 60 minutes before the ride start time or fail to appear at the ride pickup location and time ('no-show').

3.17. RideBid processing fee is non refundable unless the ride is cancelled by the Vendor or the RideBid system.

4. Cancellation Policies.

4.1 Cancellation By RideBid.

4.1.1 More Than 48 Hours in Advance of Ride

4.1.1.1 *As to Vendor.* Where RideBid cancels a ride for any reason more than 48 hours prior to the scheduled ride, RideBid will credit the applicable Vendor's account with the bid fee associated with the cancelled ride. There shall not be any credit or refund of credit card processing fees.

4.1.1.2 *As to Rider.* Where RideBid cancels a ride for any reason more than 48 hours prior to the scheduled ride, RideBid will credit the credit card used by the Rider to book the ride reservation (a) the amount paid on the credit card for the ride by the Rider; (b) a processing fee equal to 5% of the amount paid for the ride by the Rider; and (c) any prepaid gratuity; (d) less any coupon used. Any credit applied toward the original ride will remain a credit that may only be used towards future rides booked through the Website. All original expiration dates or exclusions remain in place.

4.1.2 More than 60 Minutes and less than 48 Hours in Advance of Ride

4.1.2.1 *As to Vendor.* Where RideBid cancels a ride for any reason less than 48 hours but more than 60 minutes prior to the scheduled ride, RideBid will credit the applicable Vendor's account with the bid fee associated with the cancelled ride. There shall not be any credit or refund of credit card processing fees.

4.1.2.2 *As to Rider.* Where RideBid cancels a ride for any reason less than 48 hours but more than 60 minutes prior to the scheduled ride, RideBid will credit the credit card used by the Rider to book the ride reservation (a) the amount paid on the credit card for the ride by the Rider; (b) a processing fee equal to 5% of the amount paid for the ride by the Rider; and (c) any prepaid gratuity. Any credit applied toward the original ride will remain a credit that may only be used towards future rides booked through the Website. All original expiration dates or exclusions remain in place.

4.1.3 Less than 60 Minutes in Advance of the Ride

4.1.3.1 *As to Vendor.* Where RideBid cancels a ride for any reason less than 60 minutes prior to the scheduled ride, RideBid will credit the applicable Vendor's account with the bid fee associated with the cancelled ride. There shall not be any credit or refund of credit card processing fees.

4.1.3.2 *As to Rider.* Where RideBid cancels a ride for any reason less than 60 minutes prior to the scheduled ride, RideBid will credit the credit card used by the Rider to book the ride reservation (a) the amount paid for the ride on the credit card by the Rider; (b) a processing fee equal to 5% of the amount paid for the ride by the Rider; and, (c) any prepaid gratuity. Any credit applied toward the original ride will remain a credit that may only be used towards future rides booked through the Website. All original expiration dates or exclusions remain in place.

4.2 **Cancellation By Vendor.**

4.2.1 More Than 48 Hours in Advance of Ride

4.2.1.1 *As to Vendor.* Where Vendor cancels a ride for any reason more than 48 hours prior to the scheduled ride, Vendor will be charged a processing fee equal to five percent (5%) of the amount of the cancelled ride. RideBid shall also retain the Vendor's bid fee associated with the cancelled ride. There shall not be any credit or refund of credit card processing fees. Vendor will be charged all such credit card processing fees associated with the initial transaction and subsequent refund to Rider.

4.2.1.2 *As to Rider.* Where Vendor cancels a ride for any reason more than 48 hours prior to the scheduled ride, RideBid will credit the credit card used by the Rider to book the ride reservation (a) the amount paid for the ride on the credit card by the Rider; (b) a processing fee equal to 5% of the amount paid for the ride by the Rider; and (c) any prepaid gratuity. Any credit applied toward the original ride will remain a credit that may only be used towards future rides booked through the Website. All original expiration dates or exclusions remain in place.

4.2.2 More than 60 Minutes and less than 48 Hours in Advance of Ride

4.2.2.1 *As to Vendor.* Where Vendor cancels a ride for any reason less than 48 hours but more than 60 minutes prior to the scheduled ride, Vendor will be charged the greater of (i) \$5 or (ii) twenty-five percent (25%) of the amount of the cancelled ride. RideBid shall also retain the Vendor's initial bid fee associated with the cancelled ride. There shall not be any credit or refund of credit card processing fees. Vendor will be charged all such credit card processing fees associated with the initial transaction and subsequent refund to Rider.

4.2.2.2 *As to Rider.* Where Vendor cancels a ride for any reason less than 48 hours but more than 60 minutes prior to the scheduled ride, RideBid will credit the credit card used by the Rider to book the ride reservation (a) the amount paid for the ride on the credit card by the Rider; (b) a processing fee equal to 5% of the amount paid for the ride by the Rider; and (c) any prepaid gratuity. Any credit applied toward the original ride will remain a credit that may only be used towards future rides booked through the Website. All original expiration dates or exclusions remain in place.

4.2.3 Less than 60 Minutes in Advance of the Ride

4.2.3.1 *As to Vendor.* Where Vendor cancels a ride for any reason less than 60 minutes prior to the scheduled ride, Vendor will be charged the greater of (a) \$20 or (b) fifty percent (50%) of the amount of the cancelled ride. RideBid shall also retain the Vendor's bid fee associated with the cancelled ride. There shall not be any credit or refund of credit card processing fees. Vendor will be charged all such credit card processing fees associated with the initial transaction and subsequent refund to Rider. Vendor will also be assessed a Strike per Terms and Conditions of Use .

4.2.3.2 *As to Rider.* Where Vendor cancels a ride for any reason less than 60 minutes prior to the scheduled ride, RideBid will credit the credit card used by the Rider to book the ride reservation (a) the amount paid for the ride on the credit card by the Rider; (b) a processing fee equal to 5% of the amount paid for the ride by the Rider; and (c) any prepaid gratuity. Any credit applied toward the original ride will remain a credit that may only be used towards future rides booked through the Website. All original expiration dates or exclusions remain in place.

4.2.3.3 *No-Show:* Vendor may be considered a no-show if they are not at the pickup location of the accepted bid at the pickup time of the accepted bid. A no-show is subject to the less than 60 minutes in advance of ride cancellation terms.

4.3 **Cancellation By Rider.**

4.3.1 More Than 48 Hours in Advance of Ride

4.3.1.1 *As to Vendor.* Where Rider cancels a ride for any reason more than 48 hours prior to the scheduled ride, RideBid will credit the applicable Vendor's account with the bid fee associated with the cancelled ride. There shall not be any credit or refund of credit card processing fees.

4.3.1.2 *As to Rider.* Where Rider cancels a ride for any reason more than 48 hours prior to the scheduled ride, RideBid will credit the Rider's credit card with (a) the amount paid for the ride on the credit card by the Rider; and (b) any prepaid gratuity. RideBid shall retain the processing fee of 5% of the amount paid to reserve the ride. Any credit applied toward the original ride will remain a credit that may only be used towards future rides booked through the Website. All original expiration dates or exclusions remain in place.

4.3.2 More than 60 Minutes and less than 48 Hours in Advance of Ride

4.3.2.1 *As to Vendor.* Where Rider cancels a ride for any reason less than 48 hours but more than 60 minutes prior to the scheduled ride, RideBid will credit the applicable Vendor's account forty percent (40%) of the amount of the ride plus the Vendor's bid fee. There shall not be any credit or refund of credit card processing fees.

4.3.2.2 *As to Rider.* Where Rider cancels a ride for any reason less than 48 hours but more than 60 minutes prior to the scheduled ride, RideBid will credit the Rider's account with (a) fifty percent (50%) of the difference of any coupon amount used and the amount paid for the ride and (b) any prepaid gratuity. RideBid shall retain the processing fee of 5% of the amount paid to reserve the ride. Any credit applied toward the original ride will remain a credit that may only be used towards future rides booked through the Website. All original expiration dates or exclusions remain in place.

4.3.3 Less than 60 Minutes in Advance of the Ride

4.3.3.1 *As to Vendor.* Where Rider cancels a ride for any reason less than 60 minutes prior to the scheduled ride, RideBid will credit the applicable Vendor's account seventy-five percent (75%) of the amount of the ride plus the Vendor's bid fee. There shall not be any credit or refund of credit card processing fees.

4.3.3.2 *As to Rider.* Where Rider cancels a ride for any reason less than 60 minutes prior to the scheduled ride, RideBid will charge the Rider with (a) one hundred percent (100%) of the amount paid for the ride by the Rider; (b) a processing fee equal to 5% of the amount paid for the ride by the Rider; and (c) any prepaid gratuity.

4.3.3.3 *No Show.* A Rider shall be considered a "No Show" if the Rider is not visibly present at the applicable time and location designated for the Rider to

be picked up by the Vendor in the accepted bid. A No-Show is subject to the less than 60 minutes in advance of ride cancellation terms.

5. Vendor Conduct and Responsibility

5.1 By using the Website and Website Services, the Vendor agrees that it does so at its own risk and assumes all liability in doing so. RideBid shall not be responsible for the Vendor's use of the Website and Website Services.

5.2 By using the Website and Website Services, the Vendor represents that it is properly licensed and insured.

5.3 A Vendor's bid must include all taxes and fees. The Vendor's bid may or may not include gratuity, at the Vendor's discretion. The Vendor is responsible for paying all taxes to the appropriate authority and/or government in the jurisdiction in which they operate or are liable for any such taxes.

5.4 A Vendor is responsible for providing the Rider with the vehicle type with which the Vendor bid.

5.5 To use Quickbid, a Vendor agrees that they shall provide the vehicle type requested by the Rider.

5.6 It is the responsibility of the Vendor to communicate to a Rider any delays that may arise and/or other changes that may affect the scheduled ride.

5.7 It is the responsibility of the Vendor to monitor airplane, train and/or other arrival information; traffic information; weather; or other information that may affect the Vendor and/or any scheduled Riders provided that this information was entered by the Rider.

5.8 The Vendor represents that it shall bid only on rides for which it is legally allowed to accept. RideBid specifically disclaims and has no responsibility for monitoring municipal codes and/or local laws to ensure the Vendor complies with this provision.

5.9 RideBid specifically disclaims and has no responsibility for monitoring municipal codes and/or local laws regarding price fixing, closed market pricing, minimum pricing, and/or any other subject matter with respect to any Vendor.

5.10 RideBid specifically disclaims and has no responsibility or liability for Vendor's violation of any applicable law.

5.11 Vendor is responsible for obtaining a signed receipt or other proof that service was rendered by the Vendor according to the original ride details as provided on the Website and Website Services.

5.12 RideBid reserves the right to revoke a Vendor's access to the Website and

Website Services at any time.

5.13 RideBid Strike System.

5.13.1 RideBid uses a strike system.

5.13.2 Any Vendor that receives three (3) strikes will be suspended from the Website and Website Services.

5.13.3 Strikes may result from conduct involving one or more of the following:

- (a) a Vendor's failure to show at the scheduled ride pickup time;
- (b) a cancellation within 60 minutes of the scheduled ride pickup time;
- (c) accounts payable that is ninety (90) days or more past due, including outstanding fees for bidding activity;
- (d) any failure to provide agreed upon services;
- (e) any delay of ride exceeding thirty (30) minutes where the Rider is not notified by the Vendor in advance of the scheduled ride pickup time;
- (f) a cancellation of more than ten (10) rides within a thirty (30) day period;
- (g) any behavior by the Vendor that results in a consumer complaint to the Website;
- (h) any fraudulent behavior by the Vendor;
- (i) any abusive behavior by the Vendor toward a Rider;
- (j) the sending of unsolicited email and/or communications to Riders or other Consumers;
- (k) a violation of any term of agreement between the Vendor and RideBid;
- (l) any other activity that might damage the RideBid name or goodwill; or
- (m) any other action deemed worthy of a strike by RideBid management, as determined by RideBid in its sole discretion.

5.14 RideBid maintains the right to review the information (such as proof of license or insurance) submitted by the Vendor during account creation. However, while the Vendor will be allowed to log in to the Website and Website Services after an account has been created, the Vendor will not be permitted to bid on any rides until the account information is reviewed and

approved and the account made active.

5.15 For Vendors. These Terms and Conditions apply to the Vendor, the Vendor account holder, any user associated with the Vendor account, any Vendor affiliates, or any other party doing business in the Vendor's name.

5.16 The Vendor must provide the Rider with the name of a dispatcher in addition to a valid dispatch number or other contact for the Rider to contact the Vendor.

6. Intellectual Property Rights

6.1 **Copyright.** All of the information and content (in any format whatsoever) on the Website or transmitted via the Website Services, including any services, placards, logos or merchandise distributed by or purchased through the Website and the Website Services ("Website Material"), is either owned by or licensed to RideBid, except information or content uploaded to the Website that is owned by the Vendor.

6.1.1 All Website Material is proprietary and constitutes valuable intellectual property.

6.1.1.1 All Website Material is copyrighted and protected under treaty provisions and worldwide copyright laws.

6.1.1.2 The Website Material, including that which is transmitted via the Website Services, may not be reproduced, copied, edited, published, transmitted or uploaded in any way without express written permission from RideBid.

6.1.2 All individuals are expressly prohibited from copying, scanning, or otherwise reproducing any materials purchased or received from the Website and/or through the Website Services, with the exception of documents expressly designed to be printed, including invoices, pickup placards, receipts and/or emails generated in the course of business.

6.1.3 Customers and Consumers may not provide links to the Website absent express written permission from RideBid.

6.1.4 Consumers may not frame any elements of this Website within any other website.

6.2 Trademarks.

6.2.1 Nothing on the Website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any RideBid Trademarks displayed on the Website without RideBid's prior express written permission.

6.2.2 All goodwill generated from RideBid Trademarks will inure solely to its benefit and that of their owners.

6.2.3 All other companies' names, brand names and product names are trademarks or trade names of their respective owners who may or may not endorse, be affiliated with or connected to RideBid.

6.2.4 RideBid reserves the right to restrict the use of its name, system, and logo.

7. Consumer Conduct

7.1 The Website and Website Services shall be used for lawful purposes only.

7.2 You agree to provide RideBid with true, accurate and current information at all times on the Website or through use of the Website Services.

7.2.1 You agree to provide true, accurate and current information as requested when purchasing services and/or products from RideBid.

7.2.1.1 For Riders. Specifically, you agree to provide accurate information pertaining to the Rider, Rider contact, and Rider itinerary and travel details. You must further notify the Vendor of any changes to the above-referenced details in advance of the scheduled ride pickup time.

7.2.1.2 For Vendors. Specifically, you agree to provide accurate information about the Vendor, its business, its licenses, its vehicles, its capabilities, and any other information requested by RideBid and/or any Rider. You must further notify the Rider of any changes to the above-referenced details in advance of the scheduled ride pickup time.

7.2.2 You agree to provide true, accurate and current information in feedback and ratings.

7.2.3 Thus, the accuracy of such information shall be Consumer's responsibility. Failure to provide and maintain the accuracy of information shall constitute a breach of these Terms and Conditions and may result in the applicable Consumer being considered a 'no-show.'

7.3 RideBid reserves the right to refuse its Website and Website Services to anyone it believes has used or is using the Website and/or Website Services for any unlawful purpose, and may take any further action as permitted by law.

7.4 The Website and Website Services shall not be used to harass, intimidate, or threaten others or to cause physical and/or mental anguish to other Customers, Consumers, or third-party recipients.

7.5 Further, the Website and Website Services shall not be used for any of the following:

7.5.1 Intentionally or unintentionally violating any applicable local, state, national, or international law, or any rules or regulations thereunder;

7.5.2 Disseminating materials that are lewd, offensive, inflammatory, harassing, threatening, defamatory, or otherwise objectionable as determined by RideBid in its sole discretion;

7.5.3 Posting or transmitting, or causing to be posted or transmitted, via the Website or Website Services, any materials advertising any business other than RideBid;

7.5.4 Seeking to obtain private financial information from any Consumer;

7.5.5 To impersonate any other individual; and/or

7.5.6 Attempting to interfere with RideBid's security measures.

7.6 Should any Consumer believe that another individual or company has violated any of the foregoing terms and conditions, they should immediately notify RideBid at the contact information below.

7.7 Upon learning of any error, omission or violation of the Terms and Conditions by any other third party, a Customer shall immediately notify RideBid at the contact information below.

7.8 Customers assume all liability for anything they purchase using the Website and/or Website Services, whether intended for themselves or for a third party.

8. DISCLAIMER OF WARRANTIES

8.1 THE WEBSITE IS PROVIDED TO YOU "AS IS", "WITH ALL FAULTS", "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW.

8.2 RIDE BID SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

8.2.1 ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, CAPABILITIES, SECURITY, TIMELINESS, USEFULNESS AND/OR CONTENT OF:

8.2.1.1 THE WEBSITE/WEBSITE SERVICES; OR

8.2.1.2 THE ABILITY OF THE WEBSITE/WEBSITE SERVICES TO

INTEROPERATE OR INTEGRATE WITH ANY THIRD PARTY PRODUCTS SUCH AS SOFTWARE OR HARDWARE;

8.2.2 ANY WARRANTIES RESULTING FROM A COURSE OF DEALING OR USAGE OF TRADE;

8.2.3 ANY WARRANTIES WITH REGARD TO THE ACCURACY OR COMPLETENESS OF (OR ERRORS IN):

8.2.3.1 THE CONTENTS;

8.2.3.2 THE FUNCTIONING OF; OR

8.2.3.3 THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVES FROM THE USE OF THE WEBSITE/WEBSITE SERVICES;

8.2.4 ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND

8.2.5 ANY WARRANTIES REGARDING THE RIGHTS AND TITLE OF RIDE BID IN THE WEBSITE/WEBSITE SERVICES, OR ANY WARRANTY THAT THE WEBSITE/WEBSITE SERVICES DOES NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

8.3 WE ARE NOT LIABLE FOR ANY INFORMATION, SOFTWARE OR OTHER PRODUCTS THAT ARE DOWNLOADED FROM THE WEBSITE OR WEBSITE SERVICES BY YOU OR INSTALLED ON YOUR COMPUTER.

8.4 THESE DISCLAIMERS APPLY TO ALL MERCHANDISE ORDERED AND/OR PURCHASED FROM THE WEBSITE AND/OR WEBSITE SERVICES.

9. ADDITIONAL DISCLAIMERS

9.1 Riders.

9.1.1 Any Consumer uses the Website and Website Services at their own risk and assumes all liability for doing so. RideBid shall not be held responsible for vehicle accidents, theft, assault by Vendor personnel or others, fraud or any other activity or conduct that takes place outside of the Website and Website Services.

9.1.2 RideBid does not guarantee Vendor services or products.

9.1.3 A Vendor will likely charge the Rider for any and all extras or changes. All changes to a scheduled ride could change the rate offered by the Vendor. Any such negotiations on changes must take place between Vendor and Rider using the Vendor's terms of payment. RideBid is not responsible for any such negotiations or agreements

arising therefrom.

9.1.4 RideBid does not guarantee that a Vendor's vehicle will meet the specifications of the requested vehicle or its characteristics (type/model/capacity/color/condition). The Vendor remains responsible for meeting the specifications agreed to in the bid accepted by the Rider and as specified in section 5.5 above.

9.1.4.1 RideBid does not guarantee "green rides." This is a stated preference that cannot be guaranteed.

9.1.5 RideBid does not monitor Vendor communications to Riders. RideBid cannot be held liable for anything promised by a Vendor in its communication with the Rider, whether within or outside the Website and Website Services.

9.1.6 RideBid does not guarantee the Rider will receive the absolute lowest price or the highest quality Vendor. The Rider is responsible for selecting the Vendor except in the case where the Rider opts to use the Auto-Accept functionality and, by so opting, the Rider forfeits their right to select a Vendor.

9.1.7 RideBid does not guarantee Vendor pickup and dropoff times. These issues should be resolved with the Vendor and through the RideBid feedback system. The feedback system is defined in section 11.2

9.1.8 RideBid does not continually monitor Vendors after their account is activated and cannot guarantee that the Vendors are in fact licensed and/or insured at the time of any particular ride.

9.1.9 Rider is responsible for reviewing any agreements and terms that the Vendor has established that govern the Rider's use of the Vendor's services. The Rider should request such agreements and terms from the Vendor. RideBid is not responsible for providing these to the Rider and/or obtaining them from the Vendor.

9.1.10 Vendor may obtain, prior to a ride or at the point of pickup, a reasonable deposit from the Rider or a credit card number from the Rider to be placed on file as a deposit against damage to the vehicle inflicted by the Riders.

9.2 Third Party Links and Products.

9.2.1 IN CONNECTION WITH THE WEBSITE AND THE WEBSITE SERVICES, RIDE BID MAY PROVIDE YOU WITH LINKS TO WEBSITES AND OFFERS FOR PRODUCTS AND SERVICES OF THIRD PARTIES.

9.2.2 RIDE BID HAS NO CONTROL OVER SUCH WEBSITES OR OVER SUCH PRODUCTS AND SERVICES.

9.2.3 RIDEBID IS NOT RESPONSIBLE FOR AND DOES NOT ENDORSE (A) THE CONTENT OF SUCH THIRD-PARTY WEBSITES, (B) THE PRODUCTS OR SERVICES OFFERED BY SUCH THIRD PARTIES OR (C) THE PRIVACY AND OTHER PRACTICES OF SUCH THIRD PARTIES.

9.2.4 RIDEBID SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THIRD-PARTY PRODUCTS AND SERVICES INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT OR WHERE SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

9.2.5 SUCH THIRD-PARTY WEBSITES MAY SOLICIT PERSONAL INFORMATION AND SEND COOKIES. THE INCLUSION OF A LINK TO A THIRD-PARTY WEBSITE ON THIS WEBSITE DOES NOT IMPLY ENDORSEMENT OF THE LINKED THIRD-PARTY WEBSITE.

9.2.6 RIDEBID IS NOT RESPONSIBLE FOR THE AVAILABILITY OF SUCH WEBSITES OR PRODUCTS OR SERVICES OFFERED BY SUCH THIRD PARTIES.

9.2.7 RIDEBID SPECIFICALLY DISCLAIMS ANY LIABILITY FOR ITS CONSUMERS FAILING TO ABIDE BY THIRD-PARTY WEBSITES' POLICIES AND TERMS.

10. LIMITATION OF LIABILITY

10.1 IN NO EVENT WILL RIDEBID, INC. OR ITS SUBSIDIARIES OR SUPPLIERS OR ITS SUBSIDIARIES'/SUPPLIERS' OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, REPRESENTATIVES, LICENSORS, SUCCESSORS OR ASSIGNS, BE LIABLE TO YOU OR TO ANY THIRD PARTY WHATSOEVER FOR ANY DAMAGE, INCLUDING, BUT NOT LIMITED TO, INDIRECT, DIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OR VANDALISM OR THEFT OF PROGRAMS OR INFORMATION, AND ANY OTHER KIND OF DAMAGE), OR ANY OTHER DAMAGES ARISING IN CONNECTION WITH OR IN ANY WAY OUT OF THE AVAILABILITY OR USE OF, RELIANCE ON, OR INABILITY TO USE, THE WEBSITE OR THE WEBSITE SERVICES, EVEN IF RIDEBID WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE.

10.2 RIDEBID SHALL BE EXCUSED FOR ANY DELAY OR FAILURE TO PERFORM DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL INCLUDING, BUT NOT LIMITED TO, ACTS OF GOVERNMENT, NATURAL CATASTROPHES,

DELAYS IN ORDERS FROM MANUFACTURERS; INTERNET DISRUPTIONS, OR LOSS OF DATA.

10.3 IF YOU ARE DISSATISFIED WITH THE WEBSITE OR THE WEBSITE SERVICES OR YOU HAVE ANY DISPUTE WITH RIDEBID IN CONNECTION WITH THE SAME OR THESE TERMS AND CONDITIONS, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO CEASE USING THE WEBSITE AND THE WEBSITE SERVICES.

10.4 THESE DISCLAIMERS OF LIABILITY APPLY TO ANY DAMAGES OR INJURY CAUSED TO YOU OR TO ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, AS A RESULT OF ANY FAILURE OF PERFORMANCE, BUG, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION, INACCESSIBILITY OR LOSS OF, OR USE OF DATA, INFORMATION AND/OR RECORDS.

10.4.1 WE SPECIFICALLY DO NOT WARRANT OR GUARANTEE (1) THAT THE WEBSITE OR WEBSITE SERVICES OR ANY PORTION THEREOF WILL BE FREE OF INFECTION BY VIRUSES, OR ANYTHING ELSE MANIFESTING CONTAMINATING OR DESTRUCTIVE PROPERTIES, OR (2) THAT THE FUNCTIONS PERFORMED BY THE WEBSITE OR THE WEBSITE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE WEBSITE OR THE WEBSITE SERVICES WILL BE CORRECTED.

10.4.2 IT IS YOUR SOLE RESPONSIBILITY TO EXECUTE ANTI-CONTAMINATION VIRUS SOFTWARE AND OTHERWISE TAKE STEPS TO ENSURE THAT THE WEBSITE AND WEBSITE SERVICES, IF CONTAMINATED OR INFECTED, WILL NOT DAMAGE YOUR INFORMATION OR SYSTEM.

10.5 THESE DISCLAIMERS OF LIABILITY APPLY TO ALL CLAIMS AND/OR CAUSES OF ACTION, WHETHER FOR OR BASED UPON BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY OTHER CLAIM OR CAUSE OF ACTION.

10.6 RIDEBID SHALL NOT BE HELD LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THESE TERMS AND CONDITIONS OR WITH ANY OF THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF WHETHER CAUSED BY RIDEBID, ITS AGENTS, EMPLOYEES, SUBSIDIARIES, REPRESENTATIVES, ASSIGNS OR OTHERWISE.

10.7 RIDEBID SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM THE USE OF ITEMS PURCHASED THROUGH THIS WEBSITE.

10.7.1 WITHOUT WAIVING THE FOREGOING, UNLESS A CUSTOMER, A CONSUMER SHALL NOT BE ENTITLED TO ANY DAMAGES.

10.7.2 WITHOUT WAIVING THE FOREGOING, A CUSTOMER'S DAMAGES SHALL NOT EXCEED THE VALUE OF ANY PRODUCT PURCHASED THROUGH THE WEBSITE OR WEBSITE SERVICES.

11. Miscellaneous Provisions

11.1 RideBid will not represent the Rider or Vendor in arbitration.

11.2 Feedback.

11.2.1 RideBid only allows Riders who have fulfilled a ride with a Vendor to leave feedback on that Vendor.

11.2.2 RideBid does not monitor its feedback system.

11.2.3 RideBid cannot guarantee quality of feedback.

11.2.4 RideBid does not alter, remove or filter feedback.

11.2.5 RideBid does not allow Vendors to delete reviews or choose which reviews will be published by RideBid.

12. General Provisions

12.1 **Entire Agreement.** You and RideBid agree that the Terms and Conditions constitute the full and complete understanding among them with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements, or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way.

12.2 **Savings Clause.** In the event that any provision of the Terms and Conditions is held to be void or unenforceable by a Court of competent jurisdiction, the remaining provisions of the Terms and Conditions shall nevertheless be binding upon the Parties with the same effect as though the void or unenforceable part had been deleted. Further, any provision held to be void or unenforceable by a Court of competent jurisdiction shall be construed, if possible, to give effect to the Parties' intent. The Parties agree that any such provision, in its form so modified by the court, shall then be enforceable and shall be enforced.

12.3 **Paragraph and Section Headings.** Paragraph and Section headings are for convenience only and shall not be used to construe the Terms and Conditions or otherwise be given any legal effect.

12.4 **Reasonableness.** The Parties have read each of the terms in the Terms and Conditions and consider each of them, including all subparts, to be reasonable.

12.5 **Indemnification.** Any Consumer of the Website and/or Website Services shall

indemnify and hold RideBid, the owners and operators of RideBid, as well as their officers, agents, directors and employees, harmless against any and all expenses and/or losses, including reasonable attorney's fees, made by any third party due to or arising from the use of the Website or Website Services, or from information submitted, electronically received, viewed, printed, downloaded, or transmitted through the Website, your connection to the Website, your violation of these Terms and Conditions, or your violation of any rights of any other person or entity.

12.6 **Waiver.** No waiver of any breach of any provision of these Terms and Conditions shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

12.6.1 No employee, agent or representative, including without limitation a customer service representative, of RideBid shall be entitled to waive any term of the Terms and Conditions.

12.7 **Applicable Law.** The Terms and Conditions shall be construed and enforced in accordance with the laws of the State of Nevada and the venue for any action, dispute or proceeding with respect to this Agreement shall be Clark County, Nevada.

12.8 **Arbitration.** Any dispute arising from these Terms and Conditions shall be submitted to binding arbitration within Clark County, in the State of Nevada, before an arbitrator approved by and subject to the rules of the American Arbitration Association. Arbitration shall be the sole means of dispute resolution arising under these Terms and Conditions.

12.9 **Incorporation Clause.** These Terms and Conditions shall incorporate the terms provided for in the Privacy and Security Policy and Commission Agreements.

12.10 **Riders.** Riders may accompany these Terms and Conditions. If Riders have been attached to these Terms and Conditions and executed by both Parties, such Riders shall be specifically identified by title below and treated as incorporated herein by reference:

12.10.1 At this time there are no riders to this agreement.

12.11 **Notices.** Notices by RideBid to you may be given by means of electronic messages through the Website, by a general posting on the Website, or by conventional email. Notices by you to the Website may be given by electronic messages, conventional mail, telephone or fax, unless otherwise specified in these Terms and Conditions, at the following contact:

RideBid, Inc.
175 East Sahara Avenue
Suite 490-575
Las Vegas, Nevada 89104
U.S.A.

Email: legal@ridebid.com

12.12 Restricted Locations.

12.12.1 The Website and Website Services may not be accessed, viewed, downloaded or otherwise received in any country or location in which doing so would or could be deemed a violation of any law, regulation, rule, ordinance, edict or custom.

12.12.2 The Website may not be used by and is not directed at any country or region currently embargoed by the United States. By downloading or using software provided on the Website, you agree to the foregoing and you warrant that you are not located in, or under the control of, or a national or resident of any such country or region.