



# **SHARE NOW Member Terms & Conditions (Vehicles)**

**In Effect as of July 29, 2019**



## TABLE OF CONTENTS

1.0.	DESCRIPTION OF SERVICE AND DEFINITIONS .....	1
1.01.	SHARE NOW Vehicle or Vehicle .....	1
1.02.	Fee Schedule .....	1
1.03.	Home Area .....	1
1.04.	Invoice .....	2
1.05.	Member .....	2
1.06.	No-Vehicle Zone .....	2
1.07.	Parking Rules.....	2
1.08.	Payment Method .....	2
1.09.	Payment Profile.....	3
1.10.	T&Cs .....	3
1.11.	Travel Radius.....	3
1.12.	Trip Package .....	3
1.13.	Trip Period or Trip .....	3
1.14.	Valid Driver’s License .....	3
1.15.	Windshield Unit .....	3
2.0.	APPLYING FOR SHARE NOW MEMBERSHIP .....	4
2.0.(a).	International Driver’s Licenses.....	4
2.01.	How to Apply for Membership .....	4
2.02.	Providing Honest Information When You Apply.....	4
2.03.	Our Right to Investigate Your Background and Driving History .....	5
2.04.	How Long Does Membership Last? .....	5
3.0.	BUSINESS ACCOUNTS; BUSINESS PAYMENT PROFILES.....	5



3.01.	Business Accounts.....	6
3.01(a).	Account Administrator.....	6
3.01(b).	Invoices and Payments .....	6
3.02.	Business Payment Profiles .....	7
4.0.	REQUIREMENTS OF MEMBERSHIP .....	7
4.01.	You Accept All of These T&Cs, Acknowledge that They Can Change, and Will Check Back Often to Make Sure You Know When they Change .....	7
4.02.	You Accept the Parking Rules and Fee Schedule .....	7
4.03.	You Are Licensed To Drive .....	8
4.04.	You Will Be Honest and Truthful with SHARE NOW .....	8
4.05.	You Will Always Comply with the Law and Drive Safely.....	8
4.06.	You Will Keep Log In and Access Credentials Confidential.....	8
4.07.	You Will Notify Us When Something Important Happens.....	9
4.07(a).	Changes to Your Personal Information.....	9
4.07(b).	Damage .....	9
4.07(c).	Accidents or Lawsuits.....	10
4.07(d).	Unauthorized Use or Access .....	10
4.07(e).	Changes to Your Driving Record .....	10
4.08.	You Will Not Damage, Break, or Steal Our Property .....	10
4.09.	You Give Up the Right to Challenge Tolls/Tickets, Etc.....	11
4.10.	You Will Never Let Someone Else Drive on Your Account or Sell Your Membership.....	11
4.11.	You Will Keep a Payment Method on File and You Authorize Us to Charge It	11
4.12.	Shared Payment Methods .....	12
5.0.	USING SHARE NOW’S SERVICE AND VEHICLES .....	12
5.01.	Reserving a Vehicle .....	12
5.02.	Using a SHARE NOW Vehicle without a Reservation.....	12



5.03.	Starting the Trip .....	12
5.04.	What You Can and Cannot Do With Our Vehicle.....	13
5.05.	Ending the Trip.....	14
5.05(a).	What Happens To Things You Leave in Our Cars or on Our Premises? .....	14
5.06.	Keeping the Vehicle Clean .....	14
5.07.	What About Fuel? .....	15
6.0.	PAYING SHARE NOW.....	15
6.01.	Trip Packages .....	15
6.02.	Per-Mile and Per-Minute Vehicle Use .....	17
6.03.	Fees	
6.03(a).	Membership Application Fee.....	17
6.03(b).	Membership Fee .....	17
6.03(c).	Reservation Fees.....	17
6.03(d).	Drop Fees	
6.04.	Maintaining a Payment Profile.....	18
6.05.	How Payment Occurs .....	18
6.06.	Deadline to Dispute Charges .....	19
7.0.	WHAT OUR FLEET INSURANCE DOES AND DOES NOT COVER .....	19
8.0.	WHAT HAPPENS IF YOU HAVE AN INCIDENT, COLLISION, OR ACCIDENT IN OUR VEHICLE .....	20
9.0.	WE CAN KEEP TABS ON THE VEHICLE (AND YOU) WHILE YOU'RE USING IT .....	20
10.0.	CONSEQUENCES.....	21
10.01.	Violating these T&Cs .....	21
10.02.	Losing, Damaging, or Breaking Our Property .....	22
10.03.	Doing Something Foolish or Illegal (or both) With Our Vehicle .....	22



10.04. Allowing Someone Else Or Suspecting Someone Else of Unauthorized Access to Your Account .....	23
10.05. Keeping Our Vehicle for Over 24 Hours.....	23
10.06. Not Paying Us as Agreed.....	23
10.07. Not Keeping Your Information Up to Date .....	24
10.08. Keeping Us Informed About Your Membership and Vehicle Damage .....	24
10.09. Your Driving Record Changes.....	24
11.0. CREDITS.....	24
12.0. SUSPENDING/ENDING MEMBERSHIP .....	25
12.01. By Us .....	25
12.02. By You .....	25
12.02(a). Suspension	
12.02(b). Cancellation	
12.03. Some T&Cs Survive Cancellation .....	25
13.0. CONTACTING YOU.....	26
14.0. DISCLAIMERS AND LIMITATIONS OF LIABILITY .....	26
15.0. INDEMNITY AND YOUR PROMISE TO COVER OUR COSTS/FEES.....	27
16.0. AVAILABILITY OF VEHICLES AND ACCESSIBILITY OF SERVICES.....	28
17.0. YOU CAN NEVER SUE US IN COURT AND YOU CANNOT BE PART OF A CLASS ACTION AGAINST US (UNLESS YOU OPT OUT OF THIS PROVISION) .....	28
The following Section 17 does not apply to residents of Quebec. The provisions under this Section 17 are applicable to the extent permitted under applicable law. 28	
17.01. What Happens if We Have a Dispute?.....	28
17.02. Agreement to Arbitrate .....	28
17.03. Prohibition of Class and Representative Actions and Non-Individualized Relief .....	29
17.04. Arbitration Procedures .....	29
17.05. Costs of Arbitration.....	30



17.06. Severability.....	30
17.07. Opt-Out Procedure .....	30
18.0. RETENTION AND USE OF YOUR PERSONAL INFORMATION .....	31
18.01. You Accept Our Privacy Policy .....	31
18.02. We May Keep Any Private Information We Obtain About You.....	31
18.03. We May Share Your Information When the Government Asks Us To .....	31
19.0. INTELLECTUAL PROPERTY RIGHTS .....	31
20.0. CHOICE OF LAW AND JURISDICTION .....	31
21.0. STATE-SPECIFIC DISCLOSURES .....	32
21.01. California Residents .....	32
22.0. SHARE NOW MAY ASSIGN ITS RIGHTS UNDER THIS AGREEMENT (BUT YOU CAN'T) .	32
23.0. NOTHING SHARE NOW DOES OR DOESN'T DO WAIVES ANY OF ITS RIGHTS.....	32
24.0. IF ANYTHING IN THIS CONTRACT IS ILLEGAL THE REST IS STILL BINDING .....	32
25.0. THIS CONTRACT IS FINAL AND CANNOT BE CHANGED (UNLESS WE CHANGE IT – WITH NOTICE TO YOU.....	33
26.0. HOW TO SEND US FORMAL NOTICE .....	33
27.0. YOU REALLY <i>REALLY</i> PROMISE THAT YOU HAVE READ THIS DOCUMENT AND UNDERSTAND IT.....	33



## MEMBER TERMS AND CONDITIONS (VEHICLES)

**Welcome!**

Before we lend you the keys to our vehicles, you'll need to be a SHARE NOW member. Applying for membership and accessing our vehicles is quick and painless, but it requires review and acceptance of these Vehicle Member Terms and Conditions (T&Cs), as well as the SHARE NOW Fee Schedule and applicable Parking Rules. There are some other requirements too, which you can read about below.

You are bound by *everything* in this document whenever you apply for membership, become a member, use our service, drive our vehicles, or access any of our websites or apps. We've tried to keep the legal talk to a minimum, but you are responsible for understanding and agreeing to these T&Cs when you sign up for membership and each time you get into our vehicles.

### 1.0. DESCRIPTION OF SERVICE AND DEFINITIONS

Although you may know us as car2go or SHARE NOW here in North America, our full, legal name is car2go NA, LLC (in the United States) and car2go Canada Ltd. (in Canada). In this document, we'll just refer to ourselves as "SHARE NOW," "we," or "our." SHARE NOW offers carsharing memberships and services to individuals and authorized legal entities.

You must agree to these T&Cs, all documents mentioned within these T&Cs, and become a Member before using SHARE NOW's service or vehicles.

Here are some definitions that apply to these T&Cs:

#### 1.01. SHARE NOW Vehicle or Vehicle

A SHARE NOW vehicle or "Vehicle," is any SHARE NOW-branded Vehicle as well as any equipment or accessory installed to the interior or exterior of the Vehicle by SHARE NOW, including, but not limited to, bike racks, ski racks, Windshield Units, and any other technical equipment.

#### 1.02. Fee Schedule

Anytime these T&Cs reference a Fee Schedule it means the current list of SHARE NOW prices and fees available at or through [www.your-now.com](http://www.your-now.com), [www.car2go.com](http://www.car2go.com), or any other SHARE NOW website (the "Website") and via the official SHARE NOW smartphone application (the "App"). The Fee Schedule is incorporated by reference into these T&Cs.

#### 1.03. Home Area

These are the areas predefined by SHARE NOW in each of its operating locations as the exclusive area to start and end a Trip. The Home Area includes designated SHARE NOW and/or car2go parking spots that are identified in the App and on the Website, even if they may be



slightly outside of the Home Area. All Trips must end in the same Home Area where they began.

Maps of current Home Areas, which may be changed in SHARE NOW's sole discretion, are available on the Website and/or on the App.

#### **1.04. Invoice**

A summary of all prices, fees, applicable taxes, and other amounts, as determined and applied by SHARE NOW, for which a Member is responsible. Invoices are available on the Website after you log into your account.

#### **1.05. Member**

Hopefully you!

But more specifically, any person who: (a) applies for SHARE NOW membership using their Valid Driver's License, email address, address (P.O. Boxes are not accepted), mobile phone number, and a Payment Method matching the name on the driver's license provided; (b) has smartphone access; (c) is approved by SHARE NOW—in its sole discretion—to be a Member based upon whatever lawful criteria SHARE NOW chooses to use at the time of application; (d) agrees to these T&Cs, the Fee Schedule, and Parking Rules; and (e) activates their SHARE NOW account.

#### **1.06. No-Vehicle Zone**

A No-Vehicle Zone is an area and/or place that you are not allowed to drive or park a Vehicle at any time. And, except in situations where you have express, written permission from SHARE NOW, it includes any country (and province in Canada) other than the one in which a Trip begins, any off-road/dirt road, restricted, or non-publicly accessible area, or any place where you are not licensed or lawfully permitted to drive.

#### **1.07. Parking Rules**

Parking Rules are the rules related to parking in the specific Home Area where a Trip ends. Parking Rules are available on the Website and via the App and may be updated at SHARE NOW's discretion and without notice to Members.

#### **1.08. Payment Method**

A Payment Method is a valid credit card, debit card, or pre-paid cards that you are authorized to use, and that you authorize SHARE NOW to charge for any fees, expenses, damages, or other charges you become responsible for under these T&Cs, or as a result of applying for, becoming, and being a Member.

SHARE NOW reserves the right to charge a Member's Payment Method to test the validity of the Payment Method or upfront or during a Trip for: (a) the entire cost or a portion of the anticipated Trip (if a Trip Package is selected); or (b) a pre-authorized, disclosed, or estimated





amount (if no Trip Package is selected). You agree that prepayment is OK and that SHARE NOW has your permission to charge your Payment Method.

### **1.09. Payment Profile**

A Payment Profile is a profile you create to authorize charges related to your membership with SHARE NOW. You may have more than one Payment Profile. However, each Payment Profile must include at least one valid Payment Method.

### **1.10. T&Cs**

SHARE NOW's T&Cs that you are now reading govern the relationship, rights, and obligations between SHARE NOW and its Members. The T&Cs are available at the Website and via the App. The T&Cs may be amended by SHARE NOW, but we will let you know when that happens.

### **1.11. Travel Radius**

The Travel Radius is the area that you can use the Vehicle, and it includes an approximate 200 mile (or 200 kilometer in Canada) radius (which may be modified in SHARE NOW's sole discretion) surrounding the Home Area. The Travel Radius never includes No-Vehicle Zones. If a Vehicle leaves a Travel Radius, SHARE NOW reserves the right to contact you by telephone and/or remotely end your Trip.

If SHARE NOW changes the Travel Radius, such changes will be noted on the Website and via the App.

### **1.12. Trip Package**

SHARE NOW services are most commonly obtained via the purchase of a Trip Package. The Trip Package offers Members the ability to use Vehicles for a continuous unit of time and set mileage for a set price.

### **1.13. Trip Period or Trip**

The span of time beginning when a Member starts using a Vehicle and ending when the Member properly parks the Vehicle, secures the Vehicle, and ends the Trip within the Home Area pursuant to Section 5.0 below.

### **1.14. Valid Driver's License**

A driver's license that legally authorizes a Member to operate any vehicle in the jurisdiction where the Vehicle is to be used.

### **1.15. Windshield Unit**

The Windshield Unit is an outward-facing display unit affixed to the lower, driver-side corner of the windshield on all Vehicles that displays the status of the Vehicle, access codes, possible errors, and other information.



## **2.0. APPLYING FOR SHARE NOW MEMBERSHIP**

Before you can become a Member you need to apply for membership.

Applying for membership is quick and easy, although SHARE NOW may perform some background research on you including reviewing your driving history and/or record, identity verification, and/or Payment Method validation to make sure you are a suitable candidate.

You are not guaranteed membership just because you apply. You agree that SHARE NOW can deny you membership, at its sole discretion, for any or no reason, using whatever requirements or criteria it chooses. You also agree that SHARE NOW does not have to share those requirements or criteria with you. You may not appeal any denial of a membership application.

### **2.0.(a). International Driver's Licenses**

You may apply for membership with an international driver's license. However, in addition to the standard registration process, you are required to email a copy of your government-issued driving record to SHARE NOW. The government-issued driving record must be dated within the last 30 days, include all of the license information (driver name, license number, expiration date, etc.), and must show any violations, infractions, points, etc. incurred by the driver within the last three years. If there are no such infractions, the record needs to state that there are none. If there are infractions, the document must show the date and the reasons for the infraction(s). Please note that we do not accept insurance certificates in lieu of a government-issued driving record.

If records are not submitted in English or French, we may request that you also provide a certified translation of your records.

Again, you are not guaranteed membership just because you apply, and you agree that SHARE NOW can deny you membership, at its sole discretion, for any or no reason.

### **2.01. How to Apply for Membership**

You can apply on the Website or via the App. Just follow the instructions, submit your information, acknowledge and accept these T&Cs and SHARE NOW's Privacy Policy, and we will do the rest.

### **2.02. Providing Honest Information When You Apply**

Before we make you a member, we need to request some information from you. This includes, but is not limited to, driver license information, a photograph of you, a photograph of the front and back of your driver's license, and a photograph of your Payment Method, payment information, up-to-date personal demographic information, and information about your driving history.

Please be honest with the information you provide to us during the application process. In the event we discover any misstatements or false information, we may cancel your



membership and driving privileges immediately, at your expense. Other consequences might happen too (see Consequences Section 10.0, below). So please, be honest.

### **2.03. Our Right to Investigate Your Background and Driving History**

By applying for membership, you authorize SHARE NOW or a third party of SHARE NOW's choosing to verify the personal information you provide and to conduct an investigation into your driving history. This includes, but is not limited to, allowing SHARE NOW—itsself or through a third party—to request your driving history, driving record, and/or driving abstract from you or from third parties, including governmental/regulatory agencies.

Also, once you become a Member, you agree that SHARE NOW may request/review/verify your driving record at any time, and for any reason. SHARE NOW is under no obligation to advise you before this review and/or verification occurs. And, in some circumstances, if SHARE NOW verifies your driving history after you are held "at fault" for an accident in one of our vehicles, we may charge you an administration fee.

All of that said, SHARE NOW has no obligation to you, other Members, or the general public to investigate your driving history or the history of any other Member.

### **2.04. How Long Does Membership Last?**

SHARE NOW provides a lifetime membership, unless you or SHARE NOW cancel the membership.

SHARE NOW can cancel your membership unilaterally at any time for any reason, and will likely do so if you violate anything within these T&Cs or make any false statements to SHARE NOW or its insurer.

You can cancel membership anytime as well, but you will still be responsible to pay SHARE NOW any fees, damages, or other costs owed in accordance with these T&Cs or in connection with your membership.

Also, certain parts of these T&Cs will survive membership cancellation no matter who cancels the membership. Your obligation to pay SHARE NOW survives cancellation of your membership. (See Suspending/Ending Membership Section 12.0, below.)

Even if you cancel your membership, however, SHARE NOW reserves the right to keep your information for 7 years from the date of your last payment to SHARE NOW.

## **3.0. BUSINESS ACCOUNTS; BUSINESS PAYMENT PROFILES**

There are two ways that you can use SHARE NOW for business. Either individually by adding a business payment profile to your personal SHARE NOW account, or through your company's business account. (If your company does not have a business account, tell them to contact us and we can walk them through the easy steps of setting one up!)



### **3.01. Business Accounts.**

A Business Account is an account that is set up under a legal entity's name ("Member Company"). Once a Member Company has set up a Business Account, it can invite SHARE NOW Members to that account. Invited Members may then select the Member Company's Business Account when using a Vehicle for a business-related Trip. All Trips, including Trip-related expenses, taken under a Business Account will be billed to the Member Company's agreed-upon method of payment.

To set up a Business Account, a company needs to submit a Business Account Application Form to SHARE NOW. SHARE NOW will evaluate the application and accept or deny it in its sole discretion.

Except as otherwise specified, everything in these T&Cs applies with equal force to Member Companies and Trips taken on Business Accounts.

#### **3.01(a). Account Administrator.**

All Business Accounts require an account administrator who will be the main contact person for that Member Company's Business Account ("Account Administrator"). An Account Administrator cannot be the Account Administrator for more than one Business Account. The Account Administrator has access to "My Account" via the Website where they can invite/remove Members to/from the Business Account, view Trips taken on the Business Account, and view invoices and other basic Member Company information. The Account Administrator may request that SHARE NOW assigns administrative rights (with different permission levels) to other Members within the Member Company.

It is the Account Administrator's (or their assignee's) responsibility to monitor all driving and other activity related to the Business Account, and to implement and enforce any additional Member Company restrictions of use (outside of these T&Cs). To be clear, the Member Company is solely responsible and liable for any of its drivers who improperly use the Business Account (e.g. for personal use) and any disputes regarding improper use of the Business Account will be resolved between the Member Company and Member, not SHARE NOW.

#### **3.01(b). Invoices and Payments.**

SHARE NOW will invoice Member Companies on the first day of the month for all Trips taken the previous month. Member Companies pay for invoices through the Payment Method that is provided to SHARE NOW when the Business Account is created. If, however, a Member Company wishes to set up another method of payment, SHARE NOW, while making no guarantees, will work with the Member Company to find an alternate payment method.

If SHARE NOW is unable to process an invoice through the Member Company's Payment Method, and the invoice is not fully paid within 15 days, SHARE NOW may suspend the Business Account until outstanding monies are paid. Additionally, SHARE NOW reserves the right, at any time, to charge the Member Company's Payment Method if the Business Account has a balance higher than \$5,000 even if it is not the first day of the month.



### **3.02. Business Payment Profiles.**

If you want to use your personal account for business purposes, you may create and select a business Payment Profile. You can add a new Payment Profile on the Website or via the App. Each time you take a Trip, you'll select which Payment Profile will be associated with that entire Trip (you cannot switch Payment Profiles once the Trip begins).

### **4.0. REQUIREMENTS OF MEMBERSHIP**

Becoming a Member certainly has its privileges, but it comes with a number of requirements as well. Please read these requirements carefully.

Every statement below is an express representation, warranty, and/or covenant (i.e. legally enforceable promises) that you are making to SHARE NOW. Please keep your promises and understand that failing to meet any of these requirements will likely result in consequences. (See Consequences Section 10.0, below.)

#### **4.01. You Accept All of These T&Cs, Acknowledge that They Can Change, and Will Check Back Often to Make Sure You Know When they Change**

When you apply for membership with us and/or before you begin any Trip in a Vehicle, you must accept these T&Cs. And, every time you accept these T&Cs, you are entering into a legally-binding contract. If you live in and/or drive in the United States of America that contract exists between you and car2go NA, LLC. If you live in and/or drive in Canada, that contract exists between you and car2go Canada Ltd.

You agree that the T&Cs can change, but only SHARE NOW can change them unilaterally. You agree to any changes SHARE NOW makes by continuing to use SHARE NOW's services. You always have the option of cancelling your SHARE NOW membership if you do not wish to accept any of the new terms and conditions.

When SHARE NOW makes a change to these T&Cs it will use a reasonable method to alert you to that change, but you still have a responsibility to check the Website and/or App frequently and read the most recent T&Cs to make sure you are up to date. You agree that notice to you shall be considered given to you, and received by you, the first time you subsequently access the Website, use the App, use a Vehicle, or receive an email from SHARE NOW regarding the change(s) to the T&Cs (whichever occurs first).

The current version of these T&Cs is available on the Website and via the App.

#### **4.02. You Accept the Parking Rules and Fee Schedule**

You are only allowed to use a Vehicle after you have familiarized yourself with these T&Cs, the Fee Schedule, and the Parking Rules, all of which are available on the Website and via the App. Your use of any Vehicle and/or SHARE NOW's service is governed by each of these documents at all times.



#### **4.03. You Are Licensed To Drive**

This seems pretty basic, but in order to become and remain a Member you have to be lawfully authorized and licensed to drive in all jurisdictions where you plan to use a Vehicle.

Remember that SHARE NOW is not responsible for making sure you can legally drive, that's your job. Just because SHARE NOW permits you access to its Vehicles (based on information that you provide), it does not mean that SHARE NOW is representing or assuring you that you can drive legally in that location. Rather, SHARE NOW is relying upon the information and documentation that you provide to SHARE NOW.

Also, you agree to hold and carry during every Trip your Valid Driver's License and maintain compliance with any restrictions imposed by your license.

#### **4.04. You Will Be Honest and Truthful with SHARE NOW**

It is important that you be honest with us. After all, we are trusting you with our Vehicles.

As such, you agree that you will never make statements to SHARE NOW, our affiliates, our call center, or our insurance company, directly or through a third-party, which are incorrect, misleading, or fail to disclose material facts or circumstances. Anything you tell us will be the whole truth.

#### **4.05. You Will Always Comply with the Law and Drive Safely**

You agree to comply with the law anytime you use our service, drive our Vehicles, access our Website, or use our App.

You will never use any Vehicle, product, or service for or in connection with the commission of a crime.

You will never take a Vehicle into a No-Vehicle Zone.

You will never drive on or access another Member's account – even if you have that Member's permission.

You will always take the necessary care, time, and effort to familiarize yourself with the laws in the jurisdictions in which you will drive our Vehicles, and you will follow those laws at all times.

You also promise to follow the driving requirements set forth below. (See What You Can and Cannot Do With Our Vehicle Section 5.04, below.)

#### **4.06. You Will Keep Log In and Access Credentials Confidential**

Upon approval as a Member, you will be asked to select a PIN. You must keep that PIN secret, including from other Members. You agree and promise to never share your PIN.

You are prohibited from giving, lending, or selling access to Vehicles, the App, and/or your credentials to anyone for any reason. You agree and promise that you will never do so.



You also agree to keep any other credentialing or validation information, including passwords, safe and secret.

#### **4.07. You Will Notify Us When Something Important Happens**

It is extremely important that you notify SHARE NOW—and you promise and agree that you will do so—any time a Vehicle you reserve or drive is damaged (regardless of when the damage occurred or whether you believe you are responsible for it), have or witness an accident involving a Vehicle, or become aware of any misuse of a Vehicle.

You also promise and agree to let us know whenever something happens that may impact your membership—such as a negative event affecting your driving license and/or record.

The obligation to inform SHARE NOW of any of these circumstances is mandatory whether or not you were operating a Vehicle at the time or if you dispute fault.

Below is a bit more information about your notification responsibilities.

##### **4.07(a). Changes to Your Personal Information**

Any time your key personal information changes we need to know about it.

You promise and agree to immediately notify SHARE NOW anytime your name, address, email address, phone number, Driver's License, or payment information changes.

Email is our preferred method of communicating with you about service changes or announcements. However, we will communicate with you by phone, text message, or push notification if we need to get in touch with you while you are on a Trip or if we need to reach you about an urgent matter. This is why it is important for us to have your updated information.

Please note that SHARE NOW is not responsible for any fees assessed by the Member's cellular telephone provider for receipt of text messages or calls.

##### **4.07(b). Damage**

You must immediately notify SHARE NOW of any observed defects, damages, or problems with the Vehicle or with any installed equipment or technology, including the Windshield Unit and key holder, prior to beginning any Trip. Remember—if you fail to report such damage, you will likely be held responsible for it and you agree that SHARE NOW may fix/repair/clean the Vehicle, equipment, or technology at your expense.

If you cause any damage to the Vehicle or its equipment or technology during your use, you must immediately notify SHARE NOW. Again, you will be held responsible for any damage that you cause up to the full value of the Vehicle, as well as any associated fees (including, but not limited to, towing, loss of use, administrative fees, and/or fees from third-party recovery companies).



#### **4.07(c). Accidents or Lawsuits**

If you are involved in an accident while you are driving a car—any car, not just a SHARE NOW Vehicle—you will immediately let SHARE NOW know. This includes all accidents or minor collisions where a Vehicle comes into contact with any object, pothole, person, or other vehicle, regardless of perceived damage or severity to any of the involved property or involved parties. At the request of SHARE NOW or its insurer, you agree to provide a copy of any citation report, police report, or other document(s) related to the accident that is in your possession.

You will also immediately inform the police/emergency personnel of any accident in which you are the driver of a Vehicle. After notifying police/emergency personnel, you agree to immediately notify SHARE NOW.

Also, if you are ever sued regarding your use of a Vehicle—even if it did not involve an accident or collision—you will let us know immediately.

#### **4.07(d). Unauthorized Use or Access**

If you ever allow another person to access your SHARE NOW account, if you suspect that any unauthorized party may be using your account, or if you suspect any breach of security of your account, you agree to inform SHARE NOW immediately. We disclaim liability for the acts or omissions of unauthorized persons or parties.

If your SHARE NOW access method, smartphone, parking card, PIN, password, or credential is lost or stolen you agree to inform SHARE NOW immediately so that we can protect you and our Vehicles.

If you allow another person to drive on your account, we will cancel your membership. You will also be held liable for any damages that the driver of the Vehicle causes to our Vehicle or third party property. There may be other consequences too (See Consequences Section 10.0, below).

#### **4.07(e). Changes to Your Driving Record**

You agree to immediately notify SHARE NOW of any moving violations, traffic tickets, speeding tickets, and/or driving offenses you receive and any accidents you are involved in, no matter what car you are driving at the time. To be clear, this obligation is not limited to violations, tickets, or offenses that occurred because of or during your use of a SHARE NOW Vehicle.

You agree to update us any time your driving record changes. You also agree to cooperate with any requests for additional information about your driving record, including driving history checks and/or requests SHARE NOW may make on behalf of or to a third-party.

### **4.08. You Will Not Damage, Break, or Steal Our Property**

You agree that you will not break, damage, make unauthorized use of, or steal any SHARE NOW property, intentionally or otherwise. That includes our Vehicles, anything attached to





our Vehicles, our Website, our App, and any other access materials or devices we provide you. Additionally, you agree that you will not try to reverse engineer or make use of any of our technology, intellectual property, or trademarks.

Reporting damage is for your benefit and ours. If damage to the Vehicle or its equipment is reported, the last Member that used the Vehicle will be presumed to have caused the damage and will likely be liable for the damage. Simply put, if you don't report the damage, you may be held liable.

#### **4.09. You Give Up the Right to Challenge Tolls/Tickets, Etc.**

Any toll, fee, ticket, or citation incurred or charged during or as a result of a Trip on your account (including any third party you allow to access a Vehicle) is your responsibility and you agree to pay for it promptly. If you don't, then you agree that we have the right to charge your Payment Method for the full amount, any processing fees we have to pay, and any applicable SHARE NOW administrative fee. See the Fee Schedule to learn more.

Also, you agree to waive your right to challenge all tolls, fees, tickets, or citations incurred by you during or as a result of a Trip taken on your account (including any third party you allow to access a Vehicle). And, if applicable, you will execute any required waiver, assumption, or assignment of your rights or obligations related to the tolls, fees, tickets, or citations upon request. This includes any and all tolls, fees, tickets, or citations incurred during your use of a Vehicle on a Business Account.

#### **4.10. You Will Never Let Someone Else Drive on Your Account or Sell Your Membership**

The only people allowed to drive or use our Vehicles are Members, and even they are only allowed to drive or use the Vehicles in accordance with these T&Cs and on their own account. You agree that you will never allow someone else (Member or not) to drive our Vehicles on your account. You further agree that you will never sell your membership or access to our Vehicles. If you let someone else drive on your account or if you sell your membership, you will be held financially liable for any fees, expenses, or damages that are incurred on your account.

#### **4.11. You Will Keep a Payment Method on File and You Authorize Us to Charge It**

To become and remain a Member you must provide and maintain a valid Payment Method (matching the name on the driver's license provided) on file with SHARE NOW. You agree that SHARE NOW is always authorized to charge that Payment Method for fees incurred as part of the membership process, for Trip-related expenses, and for any other fees, costs, damages, expenses, or pre-authorization charges authorized under the T&Cs.

You must maintain a valid Payment Method, with adequate funds, on file with SHARE NOW at all times during your SHARE NOW membership. Even if your membership ends, you agree that SHARE NOW is still authorized to charge your Payment Method for all sums owed to SHARE NOW resulting from your SHARE NOW membership.



#### **4.12. Shared Payment Methods**

One Payment Method, two SHARE NOW Members—no problem. You may let another Member charge their Trips to your Payment Method by inviting them to use and connecting them to your Payment Method. Note that the other person’s SHARE NOW membership has to be approved before you can add them, and they must always use their personal SHARE NOW account when driving. You agree that you will be jointly and severally liable for any fees, expenses, and charges incurred by the Member you invited to share your Payment Method.

### **5.0. USING SHARE NOW’S SERVICE AND VEHICLES**

SHARE NOW’s service is easy to use and convenient. Locate a Vehicle you’d like to use. Reserve it (if you want to). Access it using the App. Drive it around (within limits). And return it to the Home Area in accordance with the Parking Rules. That’s it.

Below is a bit more information about the limits of the service and some specific terms relating to your use of a Vehicle.

#### **5.01. Reserving a Vehicle**

You can reserve a Vehicle through the App so that no one else can snag it before you reach it.

Although your Trip does not begin at the time of reservation, the Vehicle will be unavailable to other Members after you make your reservation. As a result, SHARE NOW may charge you a fee to make a reservation, extend your reservation, and/or if you cancel your reservation without using the Vehicle. See the Fee Schedule for more information.

#### **5.02. Using a Vehicle without a Reservation**

You don’t have to make a reservation if you don’t want to. Instead, you can just walk up to any available Vehicle and start a Trip spontaneously.

Note, however, that you can only access and use Vehicles that show up as available on the App. If you see a Vehicle that is not on the App, it is either out of service or reserved by another Member.

#### **5.03. Starting the Trip**

Once you have reserved or reached a Vehicle you’d like to use, you should inspect it for any damage or excessive soiling, and notify SHARE NOW of any issues. If you do not report damage or excessive soiling to SHARE NOW, even if you didn’t cause it, you may be held responsible for the damage or excessive soiling found in that Vehicle by a subsequent member.

Access to a Vehicle is granted through the App. A Trip is started when you identify the Vehicle, follow the steps in the App, and press the “start rental” button in the App.



#### 5.04. What You Can and Cannot Do With Our Vehicle

Even though we let you use our Vehicles, the Vehicles still belong to us. Please don't damage, crash, misuse, or mistreat them. If you do, there may be consequences (See Consequences section 10.0, below.)

Here's what you CAN do—drive them! Feel free to drive our Vehicles anywhere you want within the Travel Radius (except for No-Vehicle Zones). With our prior, written permission, you may travel outside of the Travel Radius—we'll know about it if you do (See We Can Keep Tabs On The Vehicle (And You), Section 9.0, below)—but you will have to pay for fuel, and we will not reimburse you, if you refuel or travel outside of the Travel Radius.

You can have as many passengers in the Vehicle as it will safely hold—one per seat belt—and when you return the Vehicle you can park anywhere within the Home Area where the Trip began, consistent with our Parking Rules.

Obviously, there are some limits. As a general rule, you always have to drive safely and legally, and a Vehicle may not be used for more than 24 hours, unless we have approved of your extended Trip in advance, in writing, or unless you have selected a Trip Package for a longer duration. Although we are never responsible for what you do in our Vehicle (See Disclaimers and Limitations of Liability section 14.0, below), we expect and require Members to abide by all rules of the road and laws in general. Here are some specifics to keep in mind, but remember—we reserve the right to suspend or cancel memberships and end your Trip (at your expense) if you drive unsafely or discourteously in any manner, not just as listed here:

1. **Absolutely no drinking of alcohol or controlled substance use of any kind before or while driving or sitting in or on our Vehicles. None. Zero. Not even a little bit. (We're serious.)**
2. **No use of any substance or medication that could adversely impact your ability to drive, even if legal, before or while driving our Vehicles.**
3. **No off-roading or entering any No-Vehicle Zones.**
4. **No driving at excessive speeds, racing, or stunt driving.**
5. **No letting anyone drive on your account.**
6. **Unless you are driving on a Business Payment Profile or Business Account, no using our Vehicle as a delivery Vehicle.**
7. **No operating as a rideshare, ridehailing, taxi, limo, or for-profit driver while using our Vehicles.**
8. **No texting while driving.**
9. **No pets in the Vehicle other than service animals or in accordance with these T&Cs.**
10. **No smoking or vaping in our Vehicle.**
11. **No carrying flammable or explosive materials in our Vehicle.**
12. **Never put anything in the Vehicle that doesn't fit, is too heavy, or sticks out from the window or hatch-back.**
13. **Never repair or alter our Vehicles. Leave that to us, please. This includes attempting to jump a battery or change/inflate a flat tire.**
14. **Never put diesel fuel in our vehicles and always use appropriate fuel type (nothing below 91% octane).**



15. **Never remove anything from the Vehicle that you didn't bring into it (unless its trash). That includes SHARE NOW hardware or other device in the vehicle, data on the Vehicle's electronic systems, papers of any kind that may be in the Vehicle, the Vehicle decals, or stuff left by previous Members.**
16. **No towing anything.**
17. **No getting our Vehicle towed or impounded.  
No trying to get our Vehicle removed from a tow yard or impound lot.**

#### **5.05. Ending the Trip**

After you begin a Trip you will continue to incur charges until the Vehicle is returned to the Home Area and the Trip is properly ended as set forth in this section.

To end a Trip you must park the Vehicle in the Home Area in accordance with the Parking Rules. Once parked, you must ensure that the key and parking card, if applicable, have been returned to their holders in the Vehicle, that all windows, the sunroof, and doors are fully closed, and that all interior lights have been turned off.

You may then end the Trip via the App. The Trip is ended only if the Windshield Unit and/or the App confirms that the Trip has ended, and if the Vehicle is locked.

If the Trip cannot be ended for any reason, you must contact SHARE NOW via telephone so that we can end the Trip remotely and provide confirmation and exit instructions to you. If you leave a Vehicle unsecured because you failed to end a Trip correctly, you will be liable for any damages to that Vehicle as a result or for any expenses caused by an unauthorized Trip.

SHARE NOW reserves the right to end a Trip remotely for any reason, including if SHARE NOW is unable to contact you in connection with an ongoing Trip (so answer your phone or call us back when we call, ok?).

#### **5.05(a). What Happens To Things You Leave in Our Cars or on Our Premises?**

We are not responsible for any loss or damage to property left behind in our Vehicles or on our premises, even if the property is in our possession and regardless of who is at fault.

Please don't leave anything in our Vehicles at the end of a Trip. If we do find something left behind in our Vehicle, you agree that we can keep it or throw it away. You also agree that we have no obligation to notify you or pull a Vehicle out of service to recover or check for lost possessions.

Essentially, if you leave something in our Vehicle you may never see it again, so please be sure to take everything with you when you end a Trip (and make sure your occupants do as well).

#### **5.06. Keeping the Vehicle Clean**

This should be obvious, but we rely on you to keep the Vehicles clean. As soon as you end your Trip another Member might come along and use the Vehicle, and you should—and agree



to—make sure that Member is not faced with a messy, sticky, or smelly Vehicle. You agree to leave the Vehicle as clean (or preferably cleaner) than you found it.

### **5.07. What About Fuel?**

SHARE NOW pays for fuel so long as you stay within the Travel Radius.

If you do not take the Vehicle outside of the Travel Radius and the Vehicle needs to be re-fueled, you are responsible for re-fueling (with premium gasoline, 91% octane or above). SHARE NOW will then reimburse you within 30 days of receipt of a receipt. (See what we did there?)

If a Vehicle is taken outside of the Travel Radius—including into a No-Vehicle Zone— then you will be personally responsible for fuel costs and costs associated with returning the Vehicle to the Home Area, including, but not limited to, costs associated with Vehicle repair, towing services, and loss of Vehicle use.

## **6.0. PAYING SHARE NOW**

SHARE NOW's services are an affordable and efficient way to get around, but they are not free. By signing up for membership and using our Vehicles you agree to pay all costs of membership and for the use of SHARE NOW's service in accordance with the prices (applicable at the start of your Trip) and Fee Schedule. There may be price differences between charges and fees incurred to Members and Business Members. There may also be price differences by vehicle type, by Home Area, by location of where a Trip begins and/or ends within a Home Area, distance, and/or time of day or day of week. Please check the Website for general information. The App, at the beginning of your Trip, will list all the applicable prices for that particular Trip.

### **6.01. Trip Packages**

If you select a Trip Package, your Trip Package begins to run as soon as your Trip starts and continues until you have successfully ended your Trip in accordance with the Parking Rules. This is true no matter what happens on your Trip or how bad traffic is. Until the Vehicle is returned to the Home Area and the Trip is properly ended, the meter will keep running. If you buy a Trip Package you agree and understand that the purchase price is non-refundable even if you do not actually use the Vehicle for the entire duration of the Trip Package (or at all). On the other hand, if you go over your usage limits for the purchased Trip Package you will have to pay the applicable per-minute fee for that location and Vehicle type. Certain Trip Packages may also have mileage restrictions and you will be charged an over-mileage fee for exceeding the maximum miles (or kilometers in Canada) applicable to that Trip Package. Fees and taxes are in addition to Trip Package rates.

Finally, note that the cost of a Trip Package may vary depending on the time of day, day of the week, across different Home Areas, locations within a Home Area depending where a Trip starts and/or ends, and across membership types.



## 6.02. Per-Mile and Per-Minute Vehicle Use

### Per-Mile Vehicle Use

You may also have the option of selecting a pay-per-mile/kilometer option for your Trip based on the day and time of day, Vehicle, Home Area, and/or location within a Home Area where a Tip begins and/or ends. As soon as you start your rental, the charges commence and continue until you have successfully parked in accordance with the Parking Rules and ended your Trip. Just as in the context of a Trip Package, you will continue to be charged the entire duration of the Trip, no matter what happens on your Trip or how bad traffic is. Until the Vehicle is returned to the Home Area and the Trip is properly ended, the meter will keep running.

Take a look at the App before each Trip to know how much the applicable per-mile fee is for the time of day and day of week, the Vehicle, the Home Area where you plan to take a Trip, or the location within a Home Area where your Trip begins or ends. There may be a mileage limit and time limit applicable to Trips taken on the per-mile rate and not associated with Trip Package. SHARE NOW also reserves the right to end Trips longer than 24-hours that are not associated with a Trip Package.

### Per-Minute Vehicle Use

You may also have the option of selecting a pay-per-minute option for your Trip based on the day and time of day, Vehicle, Home Area, and/or location where your Trip begins and/or ends. As soon as you start your rental, the charges commence and continue until you have successfully parked in accordance with the Parking Rules and ended your Trip. Just as in the context of a Trip Package, you will continue to be charged the entire duration of the Trip, no matter what happens on your Trip or how bad traffic is. Until the Vehicle is returned to the Home Area and the Trip is properly ended, the meter will keep running.

Take a look at the App before each Trip to know how much the applicable per-minute fee is for the time of day and day of week, the Vehicle, the Home Area where you plan to take a Trip, and/or the location within a Home Area where your trip begins or ends. There is also a mileage limit and 24 hour time limit applicable to Trips taken on the per-minute rate and not associated with Trip Package. SHARE NOW also reserves the right to end Trips longer than 24-hours that are not associated with a Trip Package.

If you don't select a Trip Package, you will be charged for your Trip according to our per-minute charges for that day and time of day, Vehicle, and/or location.

### Combination of Per-Mile and Per Minute Vehicle Use

You may also have the option of selecting a pay-per-minute/pay-per-mile (or kilometer in Canada) combination option for your Trip based on the day and time of day, Vehicle, Home Area, and/or location within a Home Area where your Trip begins and/or ends. As soon as you start your rental, the charges commence and continue until you have successfully parked in accordance with the Parking Rules and ended your Trip. Just as in the context of a Trip Package, you will continue to be charged the entire duration of the Trip, no matter what



happens on your Trip or how bad traffic is. Until the Vehicle is returned to the Home Area and the Trip is properly ended, the meter will keep running.

Take a look at the App before each Trip to know how much the applicable fee is for the time of day and day of week, the Vehicle, the Home Area, and/or the location within the Home Area where your Trip begins and/or ends. There is also a mileage limit and 24 hour time limit applicable to Trips taken on this rate and not associated with Trip Package. SHARE NOW also reserves the right to end Trips longer than 24-hours that are not associated with a Trip Package.

### **6.03. Fees**

Be sure to take a look at the Fee Schedule, Trip Package prices, per-minute charges, per-distance charges, and a combination per-mile and distance charge (“Fees”) before applying for membership or starting a Trip. The most up-to-date Fees are always available via the App. You agree to pay all applicable Fees. Trip Package prices, per-minute, and per-distance prices may differ or change based on the Vehicle type, Home Area, location within a Home Area of the start and/or end of a Trip, distance, and/or time of day or day of the week. You agree that the Website and App provide a reasonable and sufficient way for you to learn of the Fees SHARE NOW will charge you.

Below are some of the key Fees you are likely to encounter as a Member, but you accept and will pay SHARE NOW for all Fees, even if not expressly mentioned below.

#### **6.03(a). Membership Application Fee**

SHARE NOW may charge an application fee for membership, and you agree to pay it upon submission of your application, even if SHARE NOW denies you membership. Take a look at the Fee Schedule before you apply for membership so you know whether the fee applies, and how much it will be.

#### **6.03(b). Membership Fee**

SHARE NOW may charge a fee for maintaining your membership. Even if no such fee is charged at the time of your application, one might be added later. You agree to pay any such fees. Take a look at the Fee Schedule to know whether the fee applies and how much it will be.

#### **6.03(c). Reservation Fees**

When you reserve a SHARE NOW Vehicle you make it unavailable to other SHARE NOW members. As a result, SHARE NOW may charge a fee for extended and/or cancelled reservations. In some circumstances, in certain locations, during certain times of the day, and/or for certain Vehicles, SHARE NOW may also charge a fee to make a reservation. You agree to pay any such fees. Take a look at the App before making a reservation to know whether the fee applies and how much it will be.

#### **6.02(d) Drop Fees**



Because SHARE NOW Vehicles are shared by our members and the availability of our Vehicles is often determined by where the last member ended their Trip, in some circumstances, in certain locations within certain Home Areas, during certain times of the day, and/or for certain Vehicles, SHARE NOW may also charge a drop fee if a member ends their Trip in a low demand area. You agree to pay any such fees. Take a look at the App to know whether the fee applies and how much it will be.

#### **6.04. Maintaining a Payment Profile**

You will keep at least one valid Payment Method on file with SHARE NOW for the duration of your membership. You promise and agree that you are authorized to use any Payment Method you provide to SHARE NOW.

You authorize SHARE NOW to immediately charge any Payment Method you provide in accordance with the Payment Method's cardholder agreement for all fees, costs, damages, or other expenses related to your membership or Trip(s)—in some circumstances, this may occur before your Trip begins. You promise and agree that any such Payment Method has and will always have sufficient credit and/or funds available to permit all such charges. You are solely responsible for any fees charged by the issuer of any Payment Method.

#### **6.05. How Payment Occurs**

As soon as you end a Trip, and, in some circumstances, before you begin your Trip, your Payment Method will be charged for the full amount of any costs associated with that Trip or, if being charged before a Trip, for the entire Trip Package amount and/or for a portion of the estimated Trip cost.

Additionally, in some circumstances, SHARE NOW may offer options for Members to purchase subscription packages where their Payment Method will be charged on a reoccurring monthly basis for a flat fee that covers Vehicle use (within set parameters of frequency and/or mileage).

Some charges, however, may not be made at the beginning or immediately after the end of a Trip, or on a reoccurring basis. If SHARE NOW later determines that any additional fee, cost, damage, or expense is incurred for a Trip by virtue of your membership, your Payment Method will then be immediately charged by SHARE NOW. This may occur several days or even several weeks after a Trip concludes, such as in the case of a parking ticket, citation, or toll.

If a Payment Method charge is initially declined by the Member's Payment Method issuer, SHARE NOW may make several attempts to obtain payment through the Payment Method. You will be responsible for any resulting fees charged by the issuer of your Payment Method for these reattempts.

SHARE NOW generates invoices of all charges on your account. You can view your invoices on the Website.





## 6.06. Deadline to Dispute Charges

If you want to dispute charges assessed to your Payment Method you must contact SHARE NOW within 14 days of the date your invoice is made available on the Website. If you do not contact SHARE NOW within 14 days, you agree that you have waived your right to dispute the charges.

Refunds are subject to review and approval on a case-by-case basis at SHARE NOW's sole discretion.

## 7.0. WHAT OUR FLEET INSURANCE DOES AND DOES NOT COVER

SHARE NOW procures and pays for liability insurance. You qualify as an insured under the policy but *only* if:

1. You are in full compliance with these T&Cs and were in full compliance with these T&Cs at the time of the accident;
2. You have not let any third party use the Vehicle under your account;
3. You are at least 18 years old;
4. You have a Valid Driver's License;
5. You are in compliance with the minimum driving experience requirements in the location where you were using the Vehicle and the restrictions on your Valid Driver's License; and
6. You agree and abide by the cooperation provision below.

Let's make that part bold for emphasis:

**USE OF A VEHICLE IN VIOLATION OF THESE TERMS AND CONDITIONS IS WITHOUT THE PERMISSION OF SHARE NOW AND MAY DISQUALIFY THE MEMBER FROM COVERAGE UNDER THE AUTOMOTIVE INSURANCE POLICY, WHERE PERMITTED BY LAW.**

In the United States and Canada, when applicable, the liability insurance provides protection as follows: (a) liability insurance coverage for third-party bodily injury and property damage; (b) basic no-fault benefits if the applicable state has adopted a no-fault statute; and (c) uninsured motorist bodily injury coverage but only where coverage is mandatory. No other insurance is procured by SHARE NOW for its Members.

The terms of insurance procured by SHARE NOW and the coverage limits vary by jurisdiction. Summary information about minimum insurance coverage levels for the jurisdictions in which SHARE NOW operates is available by contacting SHARE NOW by telephone or by contacting the applicable insurance commissioner or government authority.

Before any insurance applies, you will be responsible for a deductible of up to \$1,000 if: (a) any incident, collision, or accident occurs, or damage is sustained by reason of your fault; (b) if fault for any incident, collision, accident, or damage cannot be determined; or (c) if damages for any incident, collision, accident, or loss resulting from your use of a Vehicle cannot be recovered from a third party.



If at any time it appears that claimed losses exceed the limits of insurance procured by SHARE NOW, SHARE NOW will not be liable for such excess amounts. If applicable, SHARE NOW may notify your personal insurance carrier(s) of property and/or liability claims. If the losses exceed your insurance coverage, you will be personally liable for the excess amount of any losses.

Cooperation Provision: You agree to: (a) notify SHARE NOW immediately, or as soon as practical, in the event of an incident, collision, and/or accident or damage involving or caused by a Vehicle, or in connection with your Trip; (b) provide SHARE NOW and SHARE NOW's insurer with all information, assistance, and cooperation that SHARE NOW and/or SHARE NOW's insurer reasonably request; (c) avoid doing anything that prejudices SHARE NOW's or SHARE NOW's insurer's position or potential or actual rights of recovery; (d) attend hearings and trials; (e) assist in securing and giving evidence; (f) pay any applicable deductible owed to SHARE NOW; and (g) take no action to interfere with the subrogation rights of SHARE NOW or SHARE NOW's insurer.

If after an incident, collision, or accident involving a Vehicle in which your Member account is used and you are cited or our insurer determines that you (or the driver on your account) was at fault for such incident, collision, or accident, SHARE NOW may charge you for the full amount of property damage to our Vehicle.

Further, SHARE NOW does not provide Members proof of insurability in connection with private insurance that a Member may wish to procure.

## **8.0. WHAT HAPPENS IF YOU HAVE AN INCIDENT, COLLISION, OR ACCIDENT IN OUR VEHICLE**

First, we hope you're ok.

Immediately seek any medical attention you require and also alert the police. If your injuries do not prevent you from doing so, you must stay at the scene until the police finish their report and allow you to leave. We also ask that you obtain all necessary contact information for all parties and witnesses involved. You must also contact SHARE NOW as soon as reasonably practical and fill out/provide any accident report and/or statement that SHARE NOW or its insurer may request. If you are involved in an accident involving a Vehicle, you have a duty to cooperate in the investigation.

Except as provided in Section 6.0, you will always be solely responsible for all damage, including soiling, to a Vehicle and its equipment incurred during or as a result of the accident, and that includes both internal and external damage. SHARE NOW is entitled to any compensation paid in connection with damages to a Vehicle, including by an insurer. If you are paid money related to damage to a Vehicle you must transfer those sums to SHARE NOW.

## **9.0. WE CAN KEEP TABS ON THE VEHICLE (AND YOU) WHILE YOU'RE USING IT**

Since we are renting you a rather expensive Vehicle, we will be keeping a careful watch over your Trip. And, by using a Vehicle, you agree that we can track and monitor essentially any behavior that takes place in our Vehicle so...keep that in mind.



For instance, you agree that we can track and store information regarding where you drive, how you drive, and when you drive our Vehicles. We will know if your windows are rolled up and how much fuel is left in the Vehicle, if you are smoking, or if you leave trash in the Vehicle. We may also be able to determine if our Vehicle experiences impact during a Trip. We will track the entire duration of your Trip and the routes you take, and may notify you any time you exit the Home Area or Travel Radius and you agree that this is all completely ok. You also agree that we can use this information to assess Fees and/or determine liability. Further, like most new vehicles, our Vehicles are equipped with event data recorders (“EDR”) and air bag control modules (“ACM”) that automatically store information about the Vehicle from sensors. You agree that SHARE NOW is the owner of the information recorded by the EDR and ACM and can access such information from those devices without your permission, to the extent permissible by law.

Please remember, that you are always responsible for your actions, and the actions of your passengers, when you and they are in our Vehicles. And we have no obligation to alert you to any violation of these T&Cs, any unsafe or hazardous condition, or any proximity to a No-Vehicle Zone.

Being a Member means agreeing to help keep tabs on our Vehicles so that they can be available to as many Members as possible. This means that you will immediately provide any information requested by SHARE NOW concerning the location of any Vehicle—even if you are not presently using it—and enable inspection and/or retrieval of the Vehicle by use if we ask.

## **10.0. CONSEQUENCES**

### **10.01. Violating these T&Cs**

Any time you violate any provision of these T&Cs (including breaking any promise you make to us) you are solely and completely responsible for all damage, loss, or expense occasioned by you, SHARE NOW, or any third-party as a result of that violation or broken promise. You agree to defend, hold harmless and fully indemnify SHARE NOW any Indemnified Persons for any claims, losses, or damage incurred as a result of your violation.

SHARE NOW may also suspend or cancel your membership and remotely end any Trip you are on (and physically repossess the Vehicle from you) if it discovers any violation of these T&Cs, entirely at your expense. Any time SHARE NOW ends a Trip remotely you will assume all associated costs, including, but not limited to, transportation expenses, key replacement (if the key to the Vehicle is not promptly returned), repair costs, and/or loss of Vehicle use.

Also, since it can be hard to place a monetary value on breaches of our T&Cs, you agree, in addition to any other rights of recourse that may be available to SHARE NOW, to pay up to \$1,500 (in your local currency) to SHARE NOW each and every time you violate these T&Cs in any respect. This provision is not to punish you, just to make SHARE NOW whole for the damage you caused by violating the T&Cs and is a genuine pre-estimate of SHARE NOW’s damages. This is in addition to any and all of the other consequences listed above and below. These damages may, at SHARE NOW’s sole discretion, be reduced, waived, offset against, or in addition to any amount owed to SHARE NOW by the Member.



Any charges or fees incurred by virtue of this section are immediately payable by you and SHARE NOW is authorized to charge all such sums to any Payment Method associated with any of your Payment Profiles without notice.

### **10.02. Losing, Damaging, or Breaking Our Property**

All Vehicles (including anything affixed to the Vehicle), websites, apps, and access devices belonging to SHARE NOW are, and remain, SHARE NOW property, even if we let you use it/them for a while. Please don't break any of our property and remember that you are responsible for what happens to all SHARE NOW property while it is in your possession—even if it isn't your fault. This includes, without limitation: any theft of, loss of, or damage to a Vehicle or any of its equipment (including Vehicle keys); loss of Vehicle use in cases where a Vehicle is involved in an incident, collision, or accident or where a Vehicle has sustained damage or has been towed or impounded preventing its use; a Vehicle being towed and/or impounded; improper use of a Vehicle or its equipment resulting in a Vehicle being out of service; and damages suffered by a third party in connection with your use of a Vehicle.

If you break or damage, or anyone else breaks or damages our property while it is in your possession or in use under your Member account, you are responsible to pay us back for any and all damage caused. This is true regardless of whether or not you or the third party did it on accident or on purpose. Repayment for all such damage will be due and owing immediately to SHARE NOW and you authorize SHARE NOW to charge all such sums to any Payment Method associated with any of your Payment Profiles without notice.

### **10.03. Doing Something Foolish or Illegal (or both) With Our Vehicle**

You agree to never use our Vehicle in a dangerous or illegal manner or in the commission of a crime. If you break that promise we will cancel your membership and pursue you—and help law enforcement to pursue you—to the fullest extent permitted by law. We take this stuff seriously.

You will also be responsible for all monetary loss suffered by anyone, including SHARE NOW, as a result of your dangerous or illegal conduct, and you will have to compensate us and others for any bodily injury, pain and suffering, or other awfulness that you cause.

At its sole discretion, SHARE NOW reserves the right to remotely end a Trip and/or repossess a Vehicle if you enter a No-Vehicle Zone, or if you otherwise drive in an illegal or dangerous manner. In those instances, you will be personally responsible for all fuel costs and costs associated with retrieving the Vehicle, costs associated with Vehicle repair, motor Vehicle collisions, towing services, and loss of Vehicle use, as well as for any tickets, citations, tolls, fines, or damage or bodily injury caused to the Vehicle, yourself, third parties, or third-party property.

Any charges or fees incurred by virtue of this section are immediately payable by you and SHARE NOW is authorized to charge all such sums to any Payment Method associated with any of your Payment Profiles without notice.



#### **10.04. Allowing Someone Else Or Suspecting Someone Else of Unauthorized Access to Your Account**

Allowing anyone else (Member or not) to access your account or use a Vehicle under your account is grounds for immediate cancellation of your membership and will also void any applicable insurance coverage to the extent permitted by law. In addition you will be liable for any and all fees, damages, expenses, and costs that occur as a result.

These charges and fees will apply even if you are not in the Vehicle at the time of the breach. Any charges or fees incurred by virtue of this section are immediately payable by you and SHARE NOW is authorized to charge all such sums to any Payment Method associated with any of your Payment Profiles without notice.

If someone else accesses your account—with or without your knowledge or approval—you are responsible for the payment of all fees and charges incurred as a result. Accordingly, if you ever have reason to believe that someone else may have obtained unauthorized knowledge of your password, PIN, or other similar access code, you should immediately change that information and notify SHARE NOW. Also, if you think that your Trip did not end properly before someone else accessed the Vehicle, please call us immediately.

#### **10.05. Keeping Our Vehicle for Over 24 Hours**

If you keep our car for more than 24 hours and haven't selected a Trip Package of a longer duration we'll get worried and, if we can't reach you, remotely end your Trip, entirely at your expense.

So, if you need to use a Vehicle for longer than 24 hours and you don't want to select a Trip Package, call us and tell us that ahead of time and perhaps we can work something out. Otherwise expect to have the Vehicle immobilized and to have to pay SHARE NOW for the cost of relocating the Vehicle, or associated tows (not to mention any other fees associated with the use of the Vehicle until the Trip is properly ended).

#### **10.06. Not Paying Us as Agreed**

If a Payment Method charge is declined by the issuer for any reason, SHARE NOW may suspend or cancel your membership and we will probably charge you a fee. See the Fee Schedule.

If the payment declination is not promptly fixed then you can expect some emails and/or phone calls until a payment arrangement can be reached. If you remain delinquent on your payment obligations, SHARE NOW may assign the account to a third party collection agency (which could affect your credit) or take legal action to collect on the unpaid balance.

You will be responsible for any fees, expenses, and legal costs incurred by SHARE NOW as a result of your failure to timely pay sums owed to SHARE NOW under these T&Cs and the Fee Schedule.



### **10.07. Not Keeping Your Information Up to Date**

If you break your promise to immediately update us when your phone number, email address, and key personal information changes, then you are liable for all damages, fees, and costs that may result. And, for US Members, you will also have to defend SHARE NOW if it is sued, such as under the *Telephone Consumer Protection Act*, because you did not keep SHARE NOW updated of a change in your phone number or other demographic information.

### **10.08. Keeping Us Informed About Your Membership and Vehicle Damage**

If you make any statements to SHARE NOW in connection with your membership, which are untrue, or fail to disclose requested or important facts, we may immediately reject your application or suspend or cancel your membership. We may also remotely end any Trip you may be on, at your expense. You will also be responsible for any loss, damage, fees, or expense incurred by SHARE NOW, or any third party, that are caused by your dishonest statements or failure to disclose.

A failure to report any damage or deficiency with a Vehicle when starting a Trip, may result in you being held responsible for the damage, repair, or cleaning of the Vehicle. So please be honest with us and immediately report any Vehicle damage or deficiency.

Any charges or fees incurred by virtue of this section are immediately payable by you and SHARE NOW is authorized to charge all such sums to any Payment Method associated with any of your Payment Profiles without notice.

### **10.09. Your Driving Record Changes**

You need to be able to legally drive in order to drive our vehicles. So if you have a suspended, revoked, expired, or surrendered license we'll need to immediately suspend or cancel your membership and end any Trip (at your expense) you happen to be on when we find out.

If you have any convictions for any driving-related offenses of any kind we may suspend or cancel your membership and end any Trip you may be on (at your expense) when we find out.

If you fail to report an incident, collision, or accident involving a Vehicle or leave the scene of any accident (regardless of whether or not a Vehicle is involved) we may suspend or cancel your membership and end any Trip you may be on (at your expense) when we find out.

If your driving record changes in any respect—e.g. you get a ticket or an infraction of any kind—we will likely review your membership to determine, at our sole discretion, whether or not your membership should be cancelled.

### **11.0. CREDITS**

SHARE NOW may issue SHARE NOW credits to you to be used toward future Trips in lieu of refunding you certain fees and/or expenses related to the use of SHARE NOW Vehicles. These credits have no monetary value, are not transferrable, have expiration dates, and are only available for you to use in the country that they were issued in.



Any applicable expiration date or restriction will be noted in your account page on the Website or the App.

## **12.0. SUSPENDING/CANCELING MEMBERSHIP**

### **12.01. By UsBy You**

You can cancel (but not suspend) your membership at any time by contacting us by email or by regular mail.

Upon cancellation of your membership you will remain responsible for all charges, including account balances, registration fees, tickets, citations, and any damages and penalties incurred in connection with the membership. SHARE NOW is entitled to immediate payment of all such amounts upon cancellation of your membership. Even if you cancel your membership, however, SHARE NOW reserves the right to keep your information for 7 years from the date of your last payment to SHARE NOW.

Upon cancellation, you will also remain bound by certain sections of these T&Cs (see Some T&Cs Survive Cancellation, section 12.03 below.)

#### **12.02(a). Suspension**

During suspension, all T&Cs remain in effect, although your right to use our Vehicles is halted.

#### **12.02(b). Cancellation**

After cancellation, you will remain bound by certain sections of these T&Cs (see Some T&Cs Survive, section 12.03 below.)

For Members that are consumers subject to the *Quebec Consumer Protection Act*, SHARE NOW may cancel the Member's membership in any event and without cause by notifying the Member at least sixty (60) days before the date of cancellation.

### **12.02. Some T&Cs Survive Cancellation**

Even after the cancellation of your membership you (and we) will remain bound by the following provisions of these T&Cs:

1. Section 13.0      Contacting You
2. Section 14.0      Disclaimers and Limitations of Liability
3. Section 15.0      Indemnity
4. Section 18.0      Retention and Use of Your Personal Information
5. Section 19.0      You Can Never Sue Us In Court
6. Section 20.0      Intellectual Property Rights

And, of course, you continue to have a duty to cooperate with the insurance company in any litigation that arises out of any accidents you had involving a Vehicle.



You will also remain responsible for all charges, including account balances, registration fees, tickets, citations, and any damages and penalties incurred in connection with your membership.

### **13.0. CONTACTING YOU**

By applying for SHARE NOW membership and by being a Member, you expressly consent and agree that SHARE NOW may place calls and send text messages to any cellular telephone number provided to SHARE NOW by you or anyone purporting to act on your behalf, including through the use of an automatic telephone dialing system and calls utilizing artificial and pre-recorded voices and/or messages, for any purpose related in any way to your SHARE NOW membership, including, without limitation; as part of the application, registration, or reservation process; anything related to a Trip; unrecognized device or unauthorized account access notifications; billing and accounting matters; member service inquiries and responses, and/or service, product; and/or member-experience improvement surveys. This provision is a material term of the contract between you and SHARE NOW and cannot be unilaterally modified, revoked, or withdrawn by you.

You promise that you are the owner and/or primary user of all cellular telephone numbers you provide to us. **If your cellular phone number changes, you will immediately notify us.** Otherwise you will be liable for any and all loss, damage, and expenses incurred by SHARE NOW as a result.

SHARE NOW is not responsible for any fees assessed by the Member's cellular telephone provider for receipt of text messages or calls or for data usage.

You also agree that SHARE NOW may record or monitor any or all conversations that you have with us, without any further notification and for any reason.

### **14.0. DISCLAIMERS AND LIMITATIONS OF LIABILITY**

SHARE NOW always strives for the safety for our Members; however, SHARE NOW is not responsible for anything bad that happens to you, or to anyone else, as a result of your membership and/or your use of any Vehicle, Website, App, or service. You agree that the entire risk arising out of your use of the services offered by SHARE NOW—and there is inherent risk in driving a car—remains solely on you, to the maximum extent permitted by law.

To be clear:

**TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL SHARE NOW, ITS PARENTS AND ITS AFFILIATES, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, ASSIGNS, AND SUCCESSORS-IN-INTEREST (COLLECTIVELY, THE "INDEMNIFIED PERSONS") BE LIABLE TO ANY MEMBER OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM OR RELATED TO THESE TERMS AND CONDITIONS, ACTS OF GOD, THE USE OF SHARE NOW VEHICLES, AND/OR SHARE NOW'S SERVICE.**





Also:

**TO THE FULLEST EXTENT PERMITTED BY LAW, SHARE NOW HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND COVENANTS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.**

This means that SHARE NOW is not responsible to you, at all, even if an available Vehicle is broken, dangerous, or unfit to drive, parked in a dangerous location, malfunctions, backfires, or anything else. SHARE NOW is not to blame and you cannot sue us, even if SHARE NOW knew or should have known of the dangerous condition or hazard.

SHARE NOW is also not responsible for any loss or damage you may suffer as a result of trying to get to a Vehicle, any dangerous circumstance surrounding a Vehicle, or any dangerous condition a Vehicle may be in as a result of the actions of any third party (including dangers caused by objects or materials left inside a Vehicle by other Members). This is true even if SHARE NOW knew or should have known of the dangerous circumstance/condition. It is your responsibility to make sure that your surroundings and a Vehicle are safe before approaching or when entering a Vehicle.

Further, any information or recommendations SHARE NOW may give you of any sort are for entertainment or informational purposes only and do not constitute advice. SHARE NOW does not guarantee that the contents of the Website, newsletter, social media pages, and/or the App are free of errors, defects, malware, and viruses or that the Website and/or App are correct, up to date and accurate.

SHARE NOW shall not be liable for any damages resulting from the use of or inability to use Vehicles, the Website, or App. This includes, without limitation, damage: (a) caused by malware, viruses or any incorrectness or incompleteness of the information on the Website or App, unless such damage is the result of SHARE NOW's willful misconduct or gross negligence; and/or (b) resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties, or by computer programs used for electronic communications and transmission of viruses.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

#### **15.0. INDEMNITY AND YOUR PROMISE TO COVER OUR COSTS/FEEES**

**THE MEMBER SHALL INDEMNIFY AND HOLD SHARE NOW AND THE INDEMNIFIED PERSONS HARMLESS FROM ALL LOSSES, INCLUDING LOST PROFITS DUE TO VEHICLE DAMAGE, CAUSED OR CONTRIBUTED TO BY THE MEMBER, LIABILITIES, DAMAGES, INJURIES, CLAIMS, DEMANDS, COSTS, LEGAL FEES, AND OTHER EXPENSES INCURRED BY ANY INDEMNIFIED PERSON IN ANY MANNER AND BASED UPON THE MEMBER'S NON-COMPLIANCE WITH THESE T&CS, AND/OR FROM THE USE OF THE VEHICLE BY THE MEMBER OR ANY OTHER PERSON, INCLUDING CLAIMS OF OR LIABILITIES TO, THIRD PARTIES. THE MEMBER MAY PRESENT A CLAIM TO THE MEMBER'S INSURANCE CARRIER FOR SUCH EVENTS OR LOSSES; BUT IN ANY EVENT, THE MEMBER SHALL HAVE FINAL RESPONSIBILITY TO ALL INDEMNIFIED**



**PERSONS FOR ALL SUCH LOSSES. THIS OBLIGATION MAY BE LIMITED TO THE EXTENT SHARE NOW'S MINIMUM FINANCIAL RESPONSIBILITY COVERAGE APPLIES.**

## **16.0. AVAILABILITY OF VEHICLES AND ACCESSIBILITY OF SERVICES**

Becoming a Member does not confer any right to obtain SHARE NOW's services or guarantee you the ability to use SHARE NOW's services or Vehicles.

All services, Trips, and Vehicles are subject to availability.

SHARE NOW does not guarantee that any of its available Vehicles will be clean or free of defect when you access them.

To help protect all of its Members (including you), SHARE NOW reserves the right to prevent you from using a Vehicle upon notification of damage to the Vehicle, even if you are the one who notified us and/or you did not cause the damage.

SHARE NOW reserves the right, in its sole discretion, to increase or decrease the size of, amend, suspend, or cancel its Home Areas in North America.

## **17.0. YOU CAN NEVER SUE US IN COURT AND YOU CANNOT BE PART OF A CLASS ACTION AGAINST US (UNLESS YOU OPT OUT OF THIS PROVISION)**

The following Section 17 does not apply to residents of Quebec.

The following Section 17 does not apply to disputes where SHARE NOW contends that you owe us money.

The provisions under this Section 17 are applicable to the extent permitted under applicable law.

### **17.01. What Happens if We Have a Dispute?**

Let's try to work it out informally, ok?

If we can't, you agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to, or arising out of, your application for membership or membership with SHARE NOW (except for disputes where SHARE NOW contends that you owe use money)—including any use, or attempted use, of any SHARE NOW service or product, any alleged breach of warranty by SHARE NOW, or really anything at all even tangentially related to your membership ("dispute") will be resolved in accordance with the provisions set forth in this arbitration section, to the extent permitted under applicable law.

Please read this section carefully. It affects your rights and will impact how the claims we may have against each other are resolved.

### **17.02. Agreement to Arbitrate**

**To the extent permitted under applicable law, you and SHARE NOW each agree that any and all disputes that have arisen or may arise between you and SHARE NOW shall be**



**resolved exclusively through final and binding arbitration, rather than in court, except that you and we may assert claims in small claims court, if your claims qualify.**

To the extent permitted under applicable law, you agree that SHARE NOW's services involve interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision.

### **17.03. Prohibition of Class and Representative Actions and Non-Individualized Relief**

**TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AND SHARE NOW AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.**

**TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UNLESS BOTH YOU AND SHARE NOW AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).**

**TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RELIEF AWARDED CANNOT AFFECT OTHER MEMBERS AND WILL BE KEPT CONFIDENTIAL.**

### **17.04. Arbitration Procedures**

Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual; and an arbitrator must also follow the terms of these T&Cs as a court would.

To the extent permitted under applicable law, you agree that the arbitrator, and not any federal, state, provincial, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of these T&Cs, including this arbitration provision, including, but not limited to, any claim that all or any part of these T&Cs is void or voidable.

Whoever first demands arbitration may choose to proceed under the applicable rules of the National Center for Dispute Settlement, 12900 Hall Road, Suite 401, Sterling Heights, MI 48313, on the Internet at <http://www.ncdsusa.org>, or the American Arbitration Association ("AAA").

Whichever rules are chosen, the arbitrator shall be an attorney or retired judge and shall be selected in accordance with the applicable rules. The arbitrator shall apply the applicable law in deciding the dispute.



The arbitration shall be held in the county in which you reside or at another mutually agreed location. Attendance at an in-person hearing may be made by telephone by you and/or SHARE NOW, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Texas, including recognized principles of equity, and will honor all claims of privilege recognized by law.

The arbitrator shall not be bound by rulings in prior arbitrations involving different SHARE NOW members, but is bound by rulings in prior arbitrations involving the same SHARE NOW member to the extent required by applicable law.

The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

#### **17.05. Costs of Arbitration**

If you demand arbitration first, you will pay the claimant's initial arbitration filing fees or case management fees required by the applicable rules up to \$125 USD, and SHARE NOW will pay any additional initial filing fee or case management fee.

SHARE NOW will pay the whole filing fee or case management fee if it demands arbitration first. SHARE NOW will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours.

The arbitrator shall decide who shall pay any additional costs and fees. Nothing in this paragraph shall prevent you from requesting that the applicable arbitration entity reduce or waive your fees, or that SHARE NOW voluntarily pay an additional share of said fees, based upon your financial circumstances or the nature of your claim.

#### **17.06. Severability**

With the exception of any of the provisions of Section 17.03 ("Prohibition of Class and Representative Actions and Non-Individualized Relief") above, if an arbitrator or court decides that any part of this arbitration provision is invalid or unenforceable, the other parts of this arbitration provision shall still apply.

If an arbitrator or court decides that any of the provisions of Section 17.03 ("Prohibition of Class and Representative Actions and Non-Individualized Relief") is invalid or unenforceable, then the entirety of Section 17.03 shall be null and void. The remainder of these T&Cs will continue to apply, however.

#### **17.07. Opt-Out Procedure**

**You can choose to reject this arbitration provision ("opt out") by mailing SHARE NOW a written letter (the "Opt-Out Notice"). The Opt-Out Notice must be postmarked no later**



than 30 days after the date you first accept these T&Cs. This period does not re-start if/when SHARE NOW modifies these T&Cs.

**You must deliver the Opt-Out Notice to SHARE NOW, Attn: Legal Department, in accordance with the Notice Section below.**

If you opt out all other parts of these T&Cs will continue to apply. Opting out of this arbitration provision has no effect on any previous, other, or future arbitration agreements that you may have with us, to the extent permitted under applicable law.

## **18.0. RETENTION AND USE OF YOUR PERSONAL INFORMATION**

### **18.01. You Accept Our Privacy Policy**

SHARE NOW has a privacy policy available on its Website and via the App. By accepting these T&Cs you also accept the terms of SHARE NOW's privacy policy.

### **18.02. We May Keep Any Private Information We Obtain About You**

SHARE NOW will retain personal information about you. At a minimum, this will include a photographic copy of the front and back of your driver's license, which we will keep on file for the duration of your membership and up to seven years if your membership is cancelled.

SHARE NOW will also track and store information regarding your Trips with us. See Section 9.0 We Can Keep Tabs on the Vehicle (and you) While You're Using It, above. You agree that this information belongs to us, that we can keep this information for as long as needed to fulfill the purpose we collected it for, and that we may use it in connection with our internal business practices.

### **18.03. We May Share Your Information When the Government Asks Us To**

SHARE NOW will comply with any facially valid request for information from any law enforcement agency, court, administrative agency, or other official governing body. This includes responses to civil and criminal investigative demands, subpoenas, and other formal or informal demands whether oral or written. You agree that SHARE NOW may release personal information about you to any such authorities or court without inquiring as to the lawfulness of the demand and without prior notice to you.

## **19.0. INTELLECTUAL PROPERTY RIGHTS**

You cannot use any information technology in an attempt to read, copy, manipulate, destroy, modify, read, copy, or reverse engineer the App in any way, for any purpose, including to gain access to a Vehicle. Any violation of this provision shall result in membership cancellation. The Member shall be responsible for the costs of any damage that results from such violation.

## **20.0. CHOICE OF LAW AND JURISDICTION**

**The following Section 20 does not apply to residents of Quebec.**



These T&Cs and all related documents will be interpreted and applied in accordance with Texas Law.

You agree that all disputes related to the application of these T&Cs are properly decided according to Texas Law.

## **21.0. STATE-SPECIFIC DISCLOSURES**

### **21.01. California Residents**

Under California Civil Code Section 1789.3, residents in the State of California in the United States are entitled to the following specific consumer rights information:

1. Pricing Information. Current rates for SHARE NOW services may be obtained by calling SHARE NOW at (877) 488-4224, writing to us at 901 E. 6th Street, Suite 100, Austin, Texas 78702, Attn: Director of Member Services, or by going online to our Website, or going to our App. We reserve the right to change fees, surcharges, monthly or other periodic subscription fees, or to institute new fees at any time as provided in these T&Cs and in accordance with the law.
2. Complaints. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

## **22.0. SHARE NOW MAY ASSIGN ITS RIGHTS UNDER THIS AGREEMENT (BUT YOU CAN'T)**

SHARE NOW can assign and transfer any of its rights and obligations under these T&Cs, in whole or in part—including any right to payment by you—to any third party for any reason.

You cannot assign or transfer any rights or obligations under these T&Cs, including your membership rights to any third party, and nothing in these T&Cs creates any rights in favor of any third parties.

## **23.0. NOTHING SHARE NOW DOES OR DOESN'T DO WAIVES ANY OF ITS RIGHTS**

Nothing SHARE NOW does or doesn't do may be interpreted to waive its rights under these T&Cs.

If you do not live up to your responsibilities under these T&Cs, SHARE NOW can elect to permit it for as long or as short as it chooses. If it does so—and it has no obligation to do so at all—you agree that you still remain bound by all of the T&Cs and SHARE NOW can begin strictly enforcing them again at any time, and without any notice to you.

## **24.0. IF ANYTHING IN THIS CONTRACT IS ILLEGAL THE REST IS STILL BINDING**

Except as otherwise stated herein, each provision of these T&Cs is distinct and separate. If any provision(s) is/are declared invalid or unenforceable in any respect, the rest of the T&Cs will remain binding and enforceable just as before.



**25.0. THIS CONTRACT IS FINAL AND CANNOT BE CHANGED (UNLESS WE CHANGE IT – WITH NOTICE TO YOU)**

These T&Cs, as modified from time to time by SHARE NOW, form the entire, final, and binding contract between you and SHARE NOW. They cannot be modified by conduct or oral modification by either or both parties. They can, however, be modified in writing by SHARE NOW as set forth above. (See You Accept all of These T&Cs, Acknowledge that They Can Change, and Will Check Back Often to Make Sure You Know When they Change, section 4.01, above.) We will, however, give you 30 days' notice of any changes that we make to these T&Cs.

**26.0. HOW TO SEND US FORMAL NOTICE**

Any time you want or need to send us formal notice you must do it in writing. Such notice shall be effective only upon actual receipt by SHARE NOW at the following address:

SHARE NOW  
Legal Department  
901 E. 6th Street, Suite 100  
Austin, Texas 78702  
United States

There shall be no presumption that a mailed letter was actually received by SHARE NOW. If you feel you need to prove the letter was actually received you should deliver it yourself, or otherwise request proof of receipt from a reputable courier service.

**27.0. YOU REALLY REALLY PROMISE THAT YOU HAVE READ THIS DOCUMENT AND UNDERSTAND IT.**

**YOU PROMISE THAT YOU HAVE READ THESE TERMS AND CONDITIONS, THE FEE SCHEDULE, PARKING RULES AND ALL OTHER SHARE NOW MEMBERSHIP MATERIALS, AND THAT YOU FULLY UNDERSTAND THEM. THESE ARE EXTREMELY IMPORTANT DOCUMENTS GOVERNING OUR RELATIONSHIP AND WE WILL ENFORCE THEM AS WRITTEN, SO PLEASE MAKE SURE YOU UNDERSTAND WHAT THEY SAY.**

**THANKS FOR YOUR MEMBERSHIP AND HAPPY DRIVING!**

Last Updated and in effect as of July 29, 2019.