

## TRANSMETRO RIDEMATCH TERMS OF USE AGREEMENT

**IMPORTANT-READ CAREFULLY:** This Terms of Use Agreement (the "Agreement") is a legal agreement between you ("You" or "Your") and TRANSMETRO RIDEMATCH, pertaining to the referral services for Shared Transportation (as defined in Section 1 below) provided through the Website (as defined in Section 4 below). This Agreement sets forth the terms and conditions for You to use the Website and any related or successor site(s) thereto operated directly or indirectly by TRANSMETRO RIDEMATCH.

This Agreement is an ongoing contract between You and TRANSMETRO RIDEMATCH and affects Your rights. You should read it carefully.

1. **REFERRAL SERVICES.** TRANSMETRO RIDEMATCH Application is solely intended to provide a referral service for members of the community looking to arrange shared transportation. This referral service and the related listings on the Website and Iphone Application are intended to serve only as a forum and do not include any endorsement by TRANSMETRO, or any of its commissioners, officers, directors, managers, contractors, employees, agents, attorneys, or affiliates. Neither the Website, Application nor TRANSMETRO certifies the character of any Shared Transportation participants. In addition, TRANSMETRO does not confirm any information, including information provided during the registration process, provided by users of the Website at anytime. To the extent permitted by law, including Title VI of the Civil Rights Act of 1964, as amended, TRANSMETRO reserves the right to refuse service to anyone.

2. **DUE DILIGENCE BY YOU.**

(a) **TRANSMETRO RIDEATCH is Solely a Referral Service.** By using the Website and IPHONE APPLICATION participating in the referral services offered through the Website, you agree that TRANSMETRO RIDEMATCH is acting solely as a referral service and is not responsible for your safety, any interactions among Shared Transportation participants, any travel arrangements, or any problems that arise relating to any of the foregoing issues. TRANSMETRO RIDEMATCH is not responsible for the conduct, including conduct via the Website or in person while offline, of any user of the Website or any participant in a Shared Transportation relationship. You hereby acknowledge that TRANSMETRO RIDEMATCH does not perform background checks or verify the licensure, insurance status or driving record of Website users. You further acknowledge that TRANSMETRO RIDEMATCH does not confirm any information, including information provided during the registration process, provided by users of the Website and IPHONE APP at anytime.

(b) **Your Responsibility.** You are advised to screen referrals to Your personal satisfaction. You shall be personally responsible (i) for obtaining identifying information, including verification that all drivers of any carpool in which Your child participates are adequately insured, qualified to drive, and have a valid, non-provisional

license (e.g. with no restrictions on driving at certain times), and (ii) for setting up an emergency plan, including exchanging emergency telephone numbers.

Users of the Website AND IPHONE APP and participants in any Shared Transportation relationship, or those that act on the information provided on the Website do so at their own risk.

IN NO EVENT SHALL TRANSMETRO RIDEMATCH BE LIABLE FOR ANY DAMAGES, LOSSES, OR CLAIMS, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF THE USE OF THE WEBSITE OR PARTICIPATION IN THE REFERRAL SERVICES OR ANY SHARED TRANSPORTATION.

(c) Your Representations and Warranties. You hereby represent and warrant that if You become a driver in any Shared Transportation relationship that (i) You have a valid California driver's license, (ii) Your driver's license is not provisional, which would prevent You from driving at certain times, and (iii) You carry an automobile insurance policy that satisfies the minimum insurance requirements under California law.

3. TRANSMETRO RIDEMATCH and its commissioners, officers, employees, contractors, distributors, advertisers, sublicensees, and agents shall not be liable for damages or losses of any kind arising out of or in connection with the use or performance of information, including without limitation, damages or losses caused by reliance upon the accuracy or timeliness of any such information, or damages incurred from the viewing, distributing, or copying of those materials. IN NO EVENT SHALL TRANSMETRO RIDEMATCH OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE WEBSITE OR ITS CONTENTS BE LIABLE FOR ANY DAMAGES, LOSSES, OR CLAIMS, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE WEBSITE.

(d) Substance of Content; Waiver of Rights. You acknowledge and understand that when using the Website and IPHONE APP, you will be exposed to Content from a variety of sources, and that TRANSMETRO RIDEMATCH is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further acknowledge and understand that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against TRANSMETRO RIDEMATCH with respect thereto.

4. WEBSITE USERS. To access, use, and/or otherwise participate in the referral services available through the Website, users must create an account.

(a) Account Information Security, Identity, and Data Storage. Your password and login information are for Your use only. You are responsible for maintaining the

confidentiality of Your account information and similar personal information ("Account Information"), including Your password and username, and for restricting access to Your computer or mobile device. If You disclose Your password to anyone or share Your account with another person or persons, You take full responsibility for their actions. TRANSMETRO RIDEMATCH cannot guarantee the security of Your Account Information and shall not be liable in any way for any compromise of Your Account Information. TRANSMETRO RIDEMATCH will not be liable for Your losses caused by any unauthorized use of Your account, and You may be liable for the losses of TRANSMETRO RIDEMATCH or others due to such unauthorized use.

(b) Account Information; Username. All information You provide during the registration process must be accurate. By creating an account, You agree to the following:

- (i) You shall not register under the name of a person other than Yourself;
- (ii) You shall not choose a username for the purposes of, or that results in, deceiving or misleading others or TRANSMETRO RIDEMATCH as to Your true identity;
- (iii) You shall not choose a username that could be considered offensive;
- (iv) You shall not choose a username for the purpose of solicitations (e.g. a username that includes your commercial website); and
- (v) You shall not choose a username that infringes on the intellectual property or any other rights of any person.

If TRANSMETRO RIDEMATCH has any reason to suspect that any Account Information is false or incomplete, TRANSMETRO RIDEMATCH may suspend or revoke such user's account and prohibit such user from current or future use of the Website.

(c) Content. As used in this Agreement, "Content" means any and all postings, messages, text, files, images, hyperlinks, programs, and similar materials. To "Post" means to post on, transmit through, link from, upload, transfer, disseminate, distribute, facilitate distribution, and/or make available through, the Website.

5. **PRIVACY POLICY.** SchoolPool Marin has established a Privacy Policy that explains to users how their information is collected and used. The Privacy Policy is explicitly incorporated into this Agreement.

**YOUR EMAIL ADDRESS WILL BE SHARED WITH OTHER USERS OF WEBSITE AND IPHONE APPLICATION FOR THE PURPOSES OF RIDEMATCH.**

For information about our data protection practices, please see our Privacy Policy. By using the Website you acknowledge and agree that TRANSMETRO RIDEMATCH may access, preserve, and disclose your Account Information such as email address and any Posted Content associated with that Account if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce this Agreement, including the investigation of potential violations thereof, (c) detect, prevent, or otherwise address fraud, security or technical issues (including, without limitation, the filtering of spam), (d) respond to user support requests, or (e) protect the rights, property or safety of TRANSMETRO RIDEMATCH, its users and the public. TRANSMETRO RIDEMATCH will not be responsible or liable for the exercise or non-exercise of its rights under this Agreement.

You acknowledge and understand that the technical processing and transmission of the Website, including your Posted Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

6. **TERM.** This Agreement shall continue for as long as You use the Website and or IPHONE APP, or until terminated by TRANSMETRO RIDEMATCH, whichever occurs first.

7. **LIMITATION OF LIABILITIES.** The limitation of liability is to the maximum extent permitted by applicable law. In no event shall TRANSMETRO RIDEMATCH, its commissioners, officers, managers, employees, partners, contractors, affiliates, subsidiaries, agents, attorneys, web developers, technical support / maintenance providers, distributors, advertisers, licensors, sublicensees, or assigns be liable for any damages, whether arising in contract, tort or otherwise and including, without limit, any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss or corruption of business information or other data, cost of cover, or any other pecuniary loss) arising out of the use of or inability to use the Website, including without limitation, Your use of the referral services provided by the Website, even if TRANSMETRO RIDEMATCH has been advised of the possibility of such damages.

8. **INDEMNITY.** In consideration of being permitted to participate in this program, You agree to indemnify and hold harmless TRANSMETRO RIDEMATCH, and its commissioners, officers, managers, employees, partners, contractors, affiliates, subsidiaries, agents, attorneys, web developers, technical support / maintenance providers, distributors, advertisers, licensors, sublicensees, and assigns, from any claim or demand, including reasonable attorneys' fees, expert witness fees, and court costs, made by any third party due to or arising out of Content You Post, Your use of the Website, Your use of the referral services provided by the Website, Your participation in any

Shared Transportation, Your violation of this Agreement, Your breach of any of the representations and warranties herein, or Your violation of any rights of another.

9. **GOVERNING LAW/JURISDICTION.** This Agreement shall be exclusively interpreted, construed and enforced in all respects in accordance with the laws of the State of California (U.S.A.) without reference to its choice of law rules. You and TRANSMETRO RIDEMATCH agree that venue for any and all disputes hereunder, or action on any obligation hereunder, will be exclusively brought in an appropriate state court in San Francisco County, California or in the United States District Court for the Northern District of California in San Francisco, California (U.S.A.), and You and TRANSMETRO RIDEMATCH irrevocably consent to the jurisdiction of such courts for any dispute hereunder or action on any obligation hereunder.

Notwithstanding the foregoing, no action brought by either party against the other for breach of this Agreement shall be limited to breach of contract remedies and either party may bring any additional cause(s) of action that would otherwise be available to it, including and only as applicable based on the facts presented, copyright infringement pursuant to Title 17 of the United States Code. You hereby expressly and specifically waive any objection You may have, pursuant to the Eleventh Amendment to the United States Constitution or otherwise, to the jurisdiction of, or any award that could be granted by, the United States Federal Courts.

10. **GENERAL.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges and supersedes all prior agreements, writings, commitments, discussions and understandings between them. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included. TRANSMETRO RIDEMATCH failure to act with respect to a breach or breaches by You or any third party does not waive TRANSMETRO RIDEMATCH right to act with respect to a subsequent or similar breach or breaches. This Agreement shall be construed within its fair meaning and no inference shall be drawn against the drafting Party in interpreting this Agreement.