

# AGO Terms & Conditions

The following Agreement are hereby agreed to between Drive aGO LLC, a Delaware Limited Liability Company ('aGO'), and the Member whose name and address is set forth on the application ('Member').

1. FLEET VEHICLES: aGO hereby grants limited use to Member and Member hereby accepts limited use from aGO the vehicles (individually, a 'Vehicle' and collectively, the 'Vehicles') from time to time delivered by aGO to Member as set forth below ('Schedule(s)') for the Use Fees and on the terms set forth in this Agreement and in the applicable Schedule. References to this 'Agreement' shall include this Fleet Member Agreement and the various Schedules and addenda to this Fleet Member Agreement. aGO will, on or about the date of delivery of each Vehicle to Member, send Member a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the weekly subscription and other Use Fees as well as other payments due with respect to the Vehicle. This Agreement is weekly only and Member will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. aGO and any affiliate thereof (together with any sub-servicer, agent, successor or assign as servicer on behalf of aGO, 'Servicer') may administer this Agreement on behalf of aGO.

2. TERM: This is a subscription agreement which aGO allows members to reserve vehicles by the 'Shift' for a set number of hours during a set period, either weekly or monthly. Payment by Members can either be made at the beginning of the term, or through 'flex' payments, which are charged on the day of reservation for that reservation only. All are due by Member regardless of the actual number of times the vehicle was used by Member during the week. Members may reserve the shifts via aGO Mobile. Shifts will be made on an as-available, first-come basis, and aGO does not guarantee the availability of the shifts at any particular time. aGO reserves the right to change or cancel the Shift at any time with or without notice.

3. MEMBER USE FEE AND OTHER CHARGES: Member agrees to pay aGO a 'base' subscription fee based on the number of hours agreed at the beginning of the period as well as other applicable payments in this Agreement.

4. USE AND SURRENDER OF VEHICLES: Member agrees that only the Member shall be designated to operate any Vehicle and may not engage in activities while operating the Vehicle that full outside the scope of this agreement. Member agrees to comply with provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Member agrees that in no event will any Vehicle be used or operated for transporting hazardous substances, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Member agrees that no Vehicle is intended to be or will be utilized for personal purposes. Member agrees not to remove any Vehicle from the

continental United States without first obtaining aGO's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by aGO, Member at its risk and expense agrees to return such Vehicle to aGO at such place and by such reasonable means as may be designated by aGO. If for any reason, Member fails to return any Vehicle to aGO as and when required in accordance with this Section, Member agrees to pay aGO an additional fee for such Vehicle at a determined rate based on the demand for that vehicle at that time. Acceptance of such additional fees by aGO will in no way limit aGO's remedies with respect to Member's failure to return any Vehicle as required hereunder. Members may not engage in the following activities: (1) smoke in any of aGO Vehicles; (2) For legitimate personal or commercial gig use; (3) For any illegal purpose or in any illegal manner; (4) For the purpose of towing, pushing, or propelling any trailer or any other vehicle; (5) While the Member is under the influence of any intoxicating substance; (6) In any race, test, or competition; (7) In a careless, reckless or negligent manner; (8) If it has been obtained from aGO by fraud or misrepresentation; (9) When it has been loaded beyond its rated capacity or with more passengers than the vehicle has seat belts; (10) Unless a shift has been made.

5. COSTS, EXPENSES, FEES AND CHARGES: Member agrees to pay all fees, which include: tolls, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of aGO) incurred in connection with use or operation of the Vehicles during the Term. If aGO, Servicer or any other agent of aGO incurs any such costs or expenses, Member agrees to promptly reimburse aGO for the same.

6. MEMBER MINIMUM QUALIFICATIONS: In order to be a Member of aGO, and to gain authorized use to aGO Vehicles, the Member must meet the following specifications: (1) Members must be at least 21 years old; (2) Members must be able to legally drive in the state of use with an active in-state license; (3) Must have held valid driver's license for at least one year; (4) No more than two moving violations in the past three years (ex. accidents, traffic light violations); (5) No more than one moving violation and one accident in the past three years; (6) No more than two accidents in the past three years; (7) No major moving violations in the past three years (ex. driving on a suspended license, reckless driving); (8) No DUI or other drug-related driving violations in the past seven years; (9) No more than three total violations in the past three years; (10) No criminal convictions in the last seven years for any of the following: driving-related convictions, violent crime, felony offense, drug-related offense, sexual offense, theft or property damage offense, other violations will be evaluated at aGO's sole discretion. aGO reserves the right to conduct a review of all members' records to ensure compliance with the above rules. aGO reserves the right to revoke a driver's driving privileges at any time for any reason, including but not limited to those listed above. (10) Members must carry a valid driver's license and insurance card during every trip. Driving eligibility is conditional on Member possession of a valid driver's license. If Member license is suspended, withdrawn, or expired, for any reason, a Member's right to drive the Vehicle automatically terminates. You must immediately inform aGO of any suspension, withdrawal, or expiration of Member driver's license. Members must report any changes in contact information (e.g. addresses or phone numbers) to aGO immediately. It is the Member's responsibility to secure all required licenses, certifications and documents necessary to legally operate a vehicle, including but not limited to business licenses and airport placards. Please check local regulations before driving.

7. THE 15 AND 25 MILE RULE: Member agrees to the '15-25 Rule' in which the Member is obligated to charge the vehicle in the following circumstances: (1) If the charge percentage of the electric vehicle that is currently being operated by the Member falls below 15% of total battery power, the Member must find the nearest charge station and charge the electric vehicle back up to at least 90% capacity. (2) The Member may not end their shift and 'hand off' the electric vehicle to another Member with a charge capacity of less than 25%. aGO reserves the right to enforce the rules and restrictions described in Section 6 with any such fees that it deems fit per the circumstances of the violation.

8. CANCELTION OF SHIFTS: Member agrees to the following policy regarding any cancelation of a confirmed and booked shift, which is defined as a shift that has been confirmed via aGO's booking tool and may not rely upon Member Services for a confirmed cancelation of shift.

9. LATE PAYMENT FEES: aGO reserves the right to charge a fee if a payment is made late or if the Payment Card is declined. Late payment fees will be charged per occurrence and posted to the Member's Account. Such late payment fees are subject to increase from time to time, after aGO posts a notice of such increase.

10. SUSPENSION OF SERVICE: aGO reserves the right to immediately suspend a Member Account and to revoke all reservation and driving privileges until full payment is received and a valid Payment Card for future payments is provided and validated. All charges incurred by Member will be provided via invoice.

11. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES: Member agrees, at its expense, to maintain the Vehicles in good condition. Without the prior written consent of aGO, Member will not make any alterations, additions, replacement parts or improvements to any Vehicle in any capacity. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of aGO and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Members are not responsible for normal wear and tear on the vehicle. Before each Shift, Members must check the car inside and out and report any damage. This ensures that Members will not be held responsible for damage that may have happened before Member reservation.

12. TOLLS, TICKETS AND OTHER VIOLATIONS: All Tolls are the responsibility of the Member. If a Member receives a traffic or parking ticket or toll violation while using an aGO vehicle, it is the Member's responsibility to notify aGO and pay it promptly. If aGO receives a citation incurred during Member driver session, we will charge Member Payment Card to recover the amount and assess a processing fee of \$15. If you intend to contest the ticket, you must respond to aGO within 5 days of Member citation notification and continue to provide notification of contest status. We will charge Member payment

card for the amount of the citation immediately and refund the charge only upon proof of successful contest.

13. **INSURANCE:** aGO provides liability insurance coverage during Member operation of an aGO Vehicle which covers damages to other vehicles, property and parties in the event of an at-fault accident. Liability maximums shall depend on the state in which the vehicle is in operation. aGO insurance does not cover the cost of Member own medical expenses in the event of an accident. Members must drive and treat the vehicles with the utmost care. aGO reserves the right to suspend Member driving privileges and access to the vehicles if it determines, in its sole discretion, that Members are not taking appropriate care when driving aGO vehicles or using other aGO assets. In instances where Members are operating the vehicle illegally (suspended license, under the influence, etc.), in a manner not allowed by this Agreement, or with negligence, you will bear the full cost of damage to aGO vehicles as well as any damage to third parties not covered by aGO's insurance policy. If a Member is involved in an incident, an insurance deductible fee of up to \$1000 may apply. The fee may apply, but is not limited to, dents, scratches, collisions, flat tires, windshield cracks, dead batteries, engine problems, vandalism, theft, lost or damaged charge cards or other aGO or partner property, third party damages and, in some cases, third party personal injuries. In the event of a collision or other incident where additional investigation is required, aGO may pre-charge up to 50% of the deductible fee (up to \$500) at the start of the investigation process. At that time, the Member's account will be suspended pending investigation. Once the investigation is complete, the Member will be reinstated at aGO's sole discretion. If the cost of repair is less than \$500, the Member will be refunded any remaining balance from the damage fee. In cases of theft or loss, a Member may be held responsible for the entire cost of recovery or replacement.

14. **ACCIDENTS AND DAMAGE:** Any accident or damage in connection with an aGO vehicle while in use by a Member must be immediately reported to aGO and, if appropriate, to the police (please report to the police first). Members are obliged to secure evidence from any available witnesses, and to provide aGO with a written description of the accident and the damage incurred. After an accident Member may only continue trip with the explicit permission of aGO. In case of a hit and run, Members must obtain a police report. Members are to provide aGO and any other claims adjustment service with the findings of any report or any notice relating to a claim or a lawsuit against aGO regarding any accident involving an aGO vehicle. You agree to cooperate fully with aGO in the investigation and defense of any such claim or lawsuit. If for some reason aGO's insurance policy does not apply, Members may be liable for the entire cost of vehicle repair or replacement and claims made by third parties. Members may be held responsible for any damage occurring to the vehicle or claims made against aGO for damages resulting from Member use of the vehicle. Members are responsible for any damage caused to any of aGO's in-vehicle systems or hardware resulting from use or tampering.

15. **SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:** (a) MEMBER ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY MEMBER AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR MEMBER'S

PURPOSE. MEMBER ACKNOWLEDGES THAT aGO IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE. (b) aGO MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY MEMBER. THE VEHICLES ARE 'AS IS,' 'WITH ALL FAULTS.' (b) None of aGO, Servicer or any other agent of aGO will be liable to Member for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of aGO, Servicer or any other agent of aGO will have any liability to Member under this Agreement or under any order authorization form executed by Member if aGO is unable to locate or purchase a Vehicle ordered by Member or for any delay in delivery of any Vehicle ordered by Member.

16. INDEMNITY: Member agrees to defend and indemnify aGO, Servicer, any other agent of aGO and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which aGO, Servicer, any other agent of aGO or any of their respective successors or assigns may incur by reason of Member's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 16 shall survive any expiration or termination of this Agreement.

17. TERMINATION AND REMEDIES: Upon the occurrence of Termination, aGO, without notice to Member, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) aGO may demand and receive immediate possession of any or all of the Vehicles from Member, without releasing Member from its obligations under this Agreement; if Member fails to surrender possession of the Vehicles to aGO on default (or termination or expiration of the Term), aGO, Servicer, any other agent of aGO and any of aGO's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) aGO may enforce performance by Member of its obligations under this Agreement; (c) aGO may recover damages and expenses sustained by aGO, Servicer, any other agent of aGO or any of their respective successors or assigns by reason of Member's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by aGO, Servicer, any other agent of aGO or any of their respective successors or assigns in attempting or effecting enforcement of aGO's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Member, aGO may terminate Member's rights. Under this Agreement, with respect to each Vehicle, aGO may recover from Member all amounts owed by Member under this Agreement and, if aGO does not recover possession of a Vehicle, the estimated

wholesale value of such Vehicle be valued at the sole discretion of aGO and aGO may exercise any other right or remedy which may be available to aGO under the Uniform Commercial Code, any other applicable law or in equity. Any termination shall not affect Member's obligation to pay all amounts due for periods prior to the effective date of such termination or Member's obligation to pay any indemnities under this Agreement. All remedies of aGO under this Agreement or at law or in equity are cumulative.

18. COLLECTION OF INFORMATION: Member acknowledges and accepts that aGO may collect personal information from or about Member, including location data, which information may be stored, processed, and/or accessed by aGO as well as its service providers, for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research, and such other purposes consistent with aGO's legitimate business needs.

19. DISCLOSURE OF DRIVER INFORMATION TO THIRD PARTIES: Subject to all applicable laws, aGO may provide to a third party any information Members provided hereunder if: (a) there is a complaint, dispute or conflict, including an accident, relating to a Member; (b) it is necessary to enforce the terms of this Agreement; (c) it is required, in aGO's sole discretion, by applicable law, regulation, ordinance, license, or operating agreement; (d) it is necessary, in aGO's sole discretion, to protect the safety, rights, property, or security of aGO, or any third party; to detect, prevent or otherwise address fraud, security or technical issues; and/or to prevent or stop activity which aGO, in its sole discretion, considers to be, or to pose a risk of being, illegal, unethical, or legally actionable.

20. PLAID: Member acknowledges, understands and expressly authorizes Plaid the right, power and authority, on behalf of the Member, to access and transmit Member data as reasonably necessary for Plaid to provide its service to Member and that the use of Plaid to verify their bank account information, is subject to, and in accordance with, Plaid's privacy policy, found here:  
<https://plaid.com/legal/#Privacy-Policy>

21. LICENSE GRANT OF SOFTWARE PRODUCT: (a) This Agreement entitles Member to install and use one copy of aGOMobile (the Software Product). This Agreement does not permit the installation or use of multiple copies of the Software Product. Member 'Software Product.'). In addition, the Member may make one archival copy of the Software Product. The archival copy must be on a storage medium other than a hard drive and may only be used for the reinstallation of the Software Product; (b) Member may not use, copy, or install the Software Product on any system that has not been approved by aGO. Member may not permit the use, copying, or installation of the Software Product by more than one user. Member may not decompile, 'reverse engineer', disassemble, or otherwise attempt to derive the source code for the Software Product. Member may not use the database portion of the Software Product in connection with any software other than the Software Product. (c) Member may not modify the Software Product or create any derivative work of the Software Product or its accompanying documentation. Derivative works include but are not limited to translations. Member may not alter any

files or libraries in any portion of the Software Product. Member may not reproduce the database portion or create any tables or reports relating to the database portion. (d) Member may not copy any part of the Software Product except to the extent that licensed use inherently demands the creation of a temporary copy stored in computer memory and not permanently affixed on storage medium. Member may make one archival copy which must be stored on a medium other than a computer hard drive.

22. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. aGO shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by aGO and then only to the extent therein set forth. A waiver by aGO of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which aGO would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient notified via electronic mail or SMS Message to party at its last known electronic mail address and phone number. This Agreement may be executed in multiple counterparts, but the counterpart marked 'ORIGINAL' by aGO will be the original Member Agreement for purposes of applicable law.

23. SUCCESSORS AND ASSIGNS; GOVERNING LAW AND TERMINATION: This Agreement shall be binding upon Member and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of aGO, Servicer, any other agent of aGO and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Illinois (determined without reference to conflict of law principles).

24. PRE-AUTHORIZATION: Upon submission of a credit, debit, or prepaid card to aGO, a \$1 pre-authorization charge will be made against the card, but the charge will not be captured. This is to ensure the validity of the card and will not cause funds to be removed from the Member's bank account. The pre-authorization charge will be released within seven days.

IN WITNESS WHEREOF, by continuing, Member agrees to the Member Agreement and aGO has effectively executed this Member Agreement as of the day and year of the application.