Lyft Terms of Service

Last Updated: February 6, 2018

These terms of service constitute a legally binding agreement (the "Agreement") between you and Lyft, Inc. ("Lyft," "we," "us" or "our") governing your use of the Lyft application, website, and technology platform (collectively, the "Lyft Platform").

PLEASE BE ADVISED: THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS YOU AND LYFT HAVE AGAINST EACH OTHER CAN BE BROUGHT (SEE SECTION 17 BELOW). THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST LYFT TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING. AS A DRIVER OR DRIVER APPLICANT, YOU HAVE AN OPPORTUNITY TO OPT OUT OF ARBITRATION WITH RESPECT TO CERTAIN CLAIMS AS PROVIDED IN SECTION 17.

By entering into to this Agreement, and/or by using or accessing the Lyft platform you expressly acknowledge that you understand this Agreement (including the dispute resolution and arbitration provisions in Section 17) and accept all of its terms. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE LYFT PLATFORM. If you use the services of Lyft or its affiliates in another country, by using the Lyft Platform in that country you agree to be subject to Lyft's terms of service for that country.

1. The Lyft Platform

The Lyft Platform provides a marketplace where persons who seek transportation to certain destinations ("Riders") can be matched with persons driving to or through those destinations ("Drivers"). Drivers and Riders are collectively referred to herein as "Users," and each User shall create a User account that enables access to the Lyft Platform. Each person

may only create one User account, and Lyft reserves the right to shut down any additional accounts. As a User, you authorize Lyft to match you with a Driver or Rider based on factors such as your location, the estimated time to pickup, your destination, user preferences, and platform efficiency, and to cancel an existing match and rematch based on the same considerations. For purposes of this Agreement, the driving services provided by Drivers to Riders that are matched through the Platform shall be referred to collectively as the "Services". Any decision by a User to offer or accept Services is a decision made in such User's sole discretion. Each transportation Service provided by a Driver to a Rider shall constitute a separate agreement between such persons.

2. Modification to the Agreement

In the event Lyft modifies the terms and conditions of this Agreement, such modifications shall be binding on you only upon your acceptance of the modified Agreement. Lyft reserves the right to modify any information referenced in the hyperlinks from this Agreement from time to time, and such modifications shall become effective upon posting. Continued use of the Lyft Platform or Services after any such changes shall constitute your consent to such changes. Unless material changes are made to the arbitration provisions herein, you agree that modification of this Agreement does not create a renewed opportunity to opt out of arbitration (if applicable).

3. Eligibility

The Lyft Platform may only be used by individuals who can form legally binding contracts under applicable law. The Lyft Platform is not available to children (persons under the age of 18) or Users who have had their User account temporarily or permanently deactivated. By becoming a User, you represent and warrant that you are at least 18 years old and that you have the right, authority and capacity to enter into and abide by the terms and conditions of this Agreement. You may not allow other persons to use your User account, and you agree that you are the sole authorized user of your account.

4. Charges

As a Rider, you understand that request or use of the Services may result in charges to y harges"). Charges include Fares and other applicable fees, tolls, surcharges, and taxes as set forth on your market's Lyft Cities page (www.lyft.com/cities), plus any tips to the Driver that you elect to pay. Lyft has the authority and reserves the right to determine and modify pricing by posting applicable pricing terms to your market's Lyft Cities page or quoting you a price for a specific ride at the time you make a request. Pricing may vary based on the type of service you request (e.g., Lyft Plus, Lyft SUV) as described on your market's Lyft Cities page. You are responsible for reviewing the applicable Lyft Cities page or price quote within the Lyft app and shall be responsible for all Charges incurred under your User account regardless of your awareness of such Charges or the amounts thereof.

Fares. There are two types of fares, variable and quoted.

- **Variable Fares**. Variable fares consist of a base charge and incremental charges based on the duration and distance of your ride. For particularly short rides, minimum fares may apply. Please note that we use GPS data from your Driver's phone to calculate the distance traveled on your ride. We cannot guarantee the availability or accuracy of GPS data. If we lose signal we will calculate time and distance using available data from your ride.
- **Quoted Fares**. In some cases Lyft may quote you a Fare at the time of your request. The quote is subject to change until the ride request is confirmed. If during your ride you change your destination, make multiple stops, or attempt to abuse the Lyft Platform, we may cancel the fare quote and charge you a variable fare based on the time and distance of your ride. Lyft does not guarantee that the quoted fare price will be equal to a variable fare for the same ride.

Fees and Other Charges.

- **Service Fee**. You may be charged a "Service Fee" for each ride as set forth on the applicable Lyft Cities page.
- **Prime Time**. At times of high demand for Services ("Prime Time") you acknowledge that Charges may increase substantially. For all rides with a variable fare, we will use reasonable efforts to inform you of any Prime Time multipliers in effect at the time of your request. For quoted fares we may factor in the Prime Time multiplier into the quoted price of the ride.

- **Cancellation Fee**. After requesting a ride you may cancel it through the but note that in certain cases a cancellation fee may apply. You may also be charged if you fail to show up after requesting a ride. Please check out our Help Center to learn more about Lyft's cancellation policy, including applicable fees.
- **Damage Fee**. If a Driver reports that you have materially damaged the Driver's vehicle, you agree to pay a "Damage Fee" of up to $250 depending on the extent of the damage (as determined by Lyft in its sole discretion), towards vehicle repair or cleaning. Lyft reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Damage Fee.
- **Tolls**. In some instances tolls (or return tolls) may apply to your ride. Please see our Help Center and your market's Lyft Cities page for more information about toll charges and a list of applicable tolls and return charges. We do not guarantee that the amount charged by Lyft will match the toll charged to the Driver, if any.
- **Other Charges**. Other fee and surcharges may apply to your ride, including: actual or anticipated airport fees, state or local fees, event fees as determined by Lyft or its marketing partners, and processing fees for split payments. In addition, where required by law Lyft will collect applicable taxes. See your market's Lyft Cities page for details on other Charges that may apply to your ride.
- **Tips**. Following a ride, you may elect to tip your Driver in cash or through the Lyft application. Any tips will be provided entirely to the applicable Driver.

General.

- **Facilitation of Charges**. All Charges are facilitated through a third-party payment processing service (e.g., Stripe, Inc., or Braintree, a division of PayPal, Inc.). Lyft may replace its third-party payment processing services without notice to you. Charges shall only be made through the Lyft Platform. With the exception of tips, cash payments are strictly prohibited. Your payment of Charges to Lyft satisfies your payment obligation for your use of the Lyft Platform and Services.
- **No Refunds**. All Charges are non-refundable. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the Lyft Platform, any

disruption to the Lyft Platform or Services, or any other reason whatsoever.

- **Coupons**. You may receive coupons that you can apply toward payment of certain Charges upon completion of a Ride. Coupons are only valid for use on the Lyft Platform, and are not transferable or redeemable for cash except as required by law. Coupons cannot be combined, and if the cost of your ride exceeds the applicable credit or discount value we will charge your payment method on file for the outstanding cost of the Ride. For quoted or variable fares, Lyft may deduct the amount attributable to the Service Fee, Tolls, or Other Charges before application of the coupon. If you split payment for a Ride with another User, your coupon will only apply to your portion of the Charges. Additional restrictions on coupons may apply as communicated to you in a relevant promotion or by clicking on the relevant coupon within the Promotions section of the Lyft App.
- **Credit Card Authorization**. Upon addition of a new payment method or each ride request, Lyft may seek authorization of your selected payment method to verify the payment method, ensure the ride cost will be covered, and protect against unauthorized behavior. The authorization is not a charge, however, it may reduce your available credit by the authorization amount until your bank's next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account, you may be subject to overdraft of NSF charges by the bank issuing your debit or prepaid card. We cannot be held responsible for these charges and are unable to assist you in recovering them from your issuing bank. Check out our Help Center to learn more about our use of pre-authorization holds.

5. Payments

If you are a Driver, you will receive payment for your provision of Services pursuant to the terms of the Driver Addendum, which shall form part of this Agreement between you and Lyft. The Driver Addendum is available in the Driver dashboard when you log into your account.

6. Lyft Communications

By entering into this Agreement or using the Platform, you agree to receive communications from us, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from Lyft, its affiliated companies and/or Drivers, may include but are not limited to: operational communications concerning your User account or use of the Lyft Platform or Services, updates concerning new and existing features on the Lyft Platform, communications concerning promotions run by us or our third-party partners, and news concerning Lyft and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send.

IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. IF YOU WISH TO OPT OUT OF PROMOTIONAL CALLS OR TEXTS, YOU MAY TEXT "END" TO 46080 FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS OR CALLS AS A CONDITION OF USING THE LYFT PLATFORM OR THE SERVICES. IF YOU WISH TO OPT OUT OF ALL TEXTS OR CALLS FROM LYFT (INCLUDING OPERATIONAL OR TRANSACTIONAL TEXTS OR CALLS), YOU CAN TEXT THE WORD "STOPALL" TO 46080 FROM THE MOBILE DEVICE RECEIVING THE MESSAGES, HOWEVER YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL TEXTS MAY IMPACT YOUR USE OF THE LYFT PLATFORM OR THE SERVICES.

7. Your Information

Your Information is any information you provide, publish or post to or through the Lyft Platform (including any profile information you provide) or send to other Users (including via in-application feedback, any email feature, or through any Lyft-related Facebook, Twitter or other social media posting) (your "Information"). You consent to us using your Information to create a User account that will allow you to use the Lyft Platform and participate in the Services. Our collection and use of personal information in connection with the Lyft

Platform and Services is as provided in Lyft's Privacy Policy located at www.lyft.com/p /. You are solely responsible for your Information and your interactions with other members of the public, and we act only as a passive conduit for your online posting of your Information. You agree to provide and maintain accurate, current and complete information and that we and other members of the public may rely on your Information as accurate, current and complete. To enable Lyft to use your Information for the purposes described in the Privacy Policy and this Agreement, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity, and database rights you have in your Information, and to use, copy, perform, display and distribute such Information to prepare derivative works, or incorporate into other works, such Information, in any media now known or not currently known. Lyft does not assert any ownership over your Information; rather, as between you and Lyft, subject to the rights granted to us in this Agreement, you retain full ownership of all of your Information and any intellectual property rights or other proprietary rights associated with your Information.

You may be able to create or log-in to your Lyft User account through online accounts you may have with third party social networking sites (each such account, an "SNS Account"). By connecting to Lyft through an SNS Account, you understand that Lyft may access, store, and make available any SNS Account content according to the permission settings of your SNS Account (e.g., friends, mutual friends, contacts or following/followed lists (the "SNS Content")). You understand that SNS Content may be available on and through the Lyft Platform to other Users. Unless otherwise specified in this Agreement, all SNS Content, if any, shall be considered to be your Information.

8. Promotions and Referral Programs

Lyft, at its sole discretion, may make available promotions with different features to any Users or prospective Users. These promotions, unless made to you, shall have no bearing whatsoever on your Agreement or relationship with Lyft. Lyft reserves the right to withhold or deduct credits or benefits obtained through a promotion in the event that Lyft

determines or believes that the redemption of the promotion or receipt of the credit or it was in error, fraudulent, illegal, or in violation of the applicable promotion terms or this Agreement.

As part of your User account, Lyft may provide you with or allow you to create a "Lyft Code," a unique alphanumeric code for you to distribute to your friends and family (each a "Referred User") to become new Lyft Riders ("Referred Riders") or Drivers ("Referred Drivers") in your country. Lyft Codes may only be distributed for promotional purposes and must be given away free of charge. You may not sell, trade, or barter your Lyft Code. You are prohibited from advertising Lyft Codes in any way, including through any of the following: Google, Facebook, Twitter, Bing and Craigslist. Lyft reserves the right to deactivate or invalidate any Lyft Code at any time in Lyft's discretion.

From time to time, Lyft may offer you with incentives to refer your friends and family to become new Users of the Lyft Platform in your country (the "Referral Program"). These incentives may come in the form of Lyft Credits, and Lyft may set or change the incentive types, amounts, terms, restrictions, and qualification requirements for any incentives in its sole discretion. Your distribution of Lyft Codes and participation in the Referral Program is subject to this Agreement and the additional Referral Program rules.

9. Restricted Activities

With respect to your use of the Lyft Platform and your participation in the Services, you agree that you will not:

a. impersonate any person or entity;
b. stalk, threaten, or otherwise harass any person, or carry any weapons;
c. violate any law, statute, rule, permit, ordinance or regulation;
d. interfere with or disrupt the Lyft Platform or the servers or networks connected to the Lyft Platform;
e. post Information or interact on the Lyft Platform or Services in a manner which is fraudulent, libelous, abusive, obscene, profane, sexually oriented, harassing, or illegal;
f. use the Lyft Platform in any way that infringes any third party's rights, including: intellectual property rights,

copyright, patent, trademark, trade secret or other proprietary rights or s of publicity or privacy;

g. post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
h. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Lyft Platform;
i. “frame” or “mirror” any part of the Lyft Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose;
j. modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Lyft Platform or any software used on or for the Lyft Platform;
k. rent, lease, lend, sell, redistribute, license or sublicense the Lyft Platform or access to any portion of the Lyft Platform;
l. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Lyft Platform or its contents;
m. link directly or indirectly to any other web sites;
n. transfer or sell your User account, password and/or identification to any other party
o. discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or
p. cause any third party to engage in the restricted activities above.

10. Driver Representations, Warranties and Agreements

By providing Services as a Driver on the Lyft Platform, you represent, warrant, and agree that:

a. You possess a valid driver's license and are authorized and medically fit to te a motor vehicle and have all appropriate licenses, approvals and authority to provide transportation to Riders in all jurisdictions in which you provide Services.
b. You own, or have the legal right to operate, the vehicle you use when providing Services, and such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind.
c. You will not engage in reckless behavior while driving, drive unsafely, operate a vehicle that is unsafe to drive, permit an unauthorized third party to accompany you in the vehicle while providing Services, provide Services as a Driver while under the influence of alcohol or drugs, or take action that harms or threatens to harm the safety of the Lyft community or third parties.
d. You will only provide Services using the vehicle that has been reported to, and approved by Lyft, and for which a photograph has been provided to Lyft, and you will not transport more passengers than can securely be seated in such vehicle (and no more than seven (7) passengers in any instance).
e. You will not, while providing the Services, operate as a public or common carrier or taxi service, accept street hails, charge for rides (except as expressly provided in this Agreement), demand that a rider pay in cash, or use a credit card reader, such as a Square Reader, to accept payment or engage in any other activity in a manner that is inconsistent with your obligations under this Agreement.
f. You will not attempt to defraud Lyft or Riders on the Lyft Platform or in connection with your provision of Services. If we suspect that you have engaged in fraudulent activity we may withhold applicable Fares or other payments for the ride(s) in question.
g. You will make reasonable accommodation for Riders and/or for service animals, as required by law and our Service Animal Policy.
h. You agree that we may obtain information about you, including your criminal and driving records, and you agree to provide any further necessary authorizations to facilitate our access to such records during the term of the Agreement.

i. You have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) that names or schedules you for the operation of the vehicle you use to provide Services.
j. You will pay all applicable federal, state and local taxes based on your provision of Services and any payments received by you.

11. Intellectual Property

All intellectual property rights in the Lyft Platform shall be owned by Lyft absolutely and in their entirety. These rights include database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Lyft Platform are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information ("Submissions") provided by you to us are non-confidential and shall become the sole property of Lyft. Lyft shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

LYFT and other Lyft logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of Lyft in the United States and/or other countries (collectively, the "Lyft Marks"). If you provide Services as a Driver, Lyft grants to you, during the term of this Agreement, and subject to your compliance with the terms and conditions of this Agreement, a limited, revocable, non-exclusive license to display and use the Lyft Marks solely in connection with providing the Services through the Lyft Platform ("License"). The License is non-transferable and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without Lyft's prior written permission, which it may withhold in its sole discretion. The Lyft Marks may not be used in any manner that is likely to cause confusion.

You acknowledge that Lyft is the owner and licensor of the Lyft Marks, including all goodwill associated therewith, and that your use of the Lyft Marks will confer no additional interest in or ownership of the Lyft Marks in you but rather inures to the benefit of Lyft. You agree to use the Lyft Marks strictly in accordance with Lyft's Trademark Usage Guidelines, as may be provided to you and revised from time to time, and to immediately cease any use that Lyft determines to nonconforming or otherwise unacceptable.

You agree that you will not: (1) create any materials that use the Lyft Marks or any derivatives of the Lyft Marks as a trademark, service mark, trade name or trade dress, other than as expressly approved by Lyft in writing; (2) use the Lyft Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the Lyft Marks other than in accordance with the terms, conditions and restrictions herein; (3) take any other action that would jeopardize or impair Lyft's rights as owner of the Lyft Marks or the legality and/or enforceability of the Lyft Marks, including, challenging or opposing Lyft's ownership in the Lyft Marks; (4) apply for trademark registration or renewal of trademark registration of any of the Lyft Marks, any derivative of the Lyft Marks, any combination of the Lyft Marks and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the Lyft Marks; (5) use the Lyft Marks on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard.

Violation of any provision of this License may result in immediate termination of the License, in Lyft's sole discretion. If you create any materials bearing the Lyft Marks (in violation of this Agreement or otherwise), you agree that upon their creation Lyft exclusively owns all right, title and interest in and to such materials, including any modifications to the Lyft Marks or derivative works based on the Lyft Marks. You further agree to assign any interest or right you may have in such materials to Lyft, and to provide information and execute any documents as reasonably requested by Lyft to enable Lyft to formalize such assignment.

Lyft respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials on the Lyft Platform or Services infringe upon your copyrights, please view our Copyright Policy for information on how to make a copyright complaint.

12. Disclaimers

The following disclaimers are made on behalf of Lyft, our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, and shareholders.

Lyft does not provide transportation services, and Lyft is not a transportation carrier. Lyft is not a common carrier or public carrier. It is up to the Driver to decide whether or not to offer a ride to a Rider contacted through the Lyft Platform, and it is up to the Rider to decide whether or not to accept a ride from any Driver contacted through the Lyft Platform. We cannot ensure that a Driver or Rider will complete an arranged transportation service. We have no control over the quality or safety of the transportation that occurs as a result of the Services.

The Lyft Platform is provided on an “as is” basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the Lyft Platform and/or the Services, including the ability to provide or receive Services at any given location or time. To the fullest extent permitted by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

We do not warrant that your use of the Lyft Platform or Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error- free, or will meet your requirements, that any defects in the Lyft Platform will be corrected, or that the Lyft Platform is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the Lyft Platform or Services.

We cannot guarantee that each Rider is who he or she claims to be. Please use common sense when using the Lyft Platform and Services, including looking at the photos of the Driver or Rider you have matched with to make sure it is the same individual you see in person. Please note that there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication or other use or access of the

Lyft Platform by persons under the age of 18 in violation of this Agreement. We encou you to communicate directly with each potential Driver or Rider prior to engaging in an arranged transportation service.

Lyft is not responsible for the conduct, whether online or offline, of any User of the Lyft Platform or Services. You are solely responsible for your interactions with other Users. We do not procure insurance for, nor are we responsible for, personal belongings left in the car by Drivers or Riders. By using the Lyft Platform and participating in the Services, you agree to accept such risks and agree that Lyft is not responsible for the acts or omissions of Users on the Lyft Platform or participating in the Services.

You are responsible for the use of your User account and Lyft expressly disclaims any liability arising from the unauthorized use of your User account. Should you suspect that any unauthorized party may be using your User account or you suspect any other breach of security, you agree to notify us immediately.

It is possible for others to obtain information about you that you provide, publish or post to or through the Lyft Platform (including any profile information you provide), send to other Users, or share during the Services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on the Lyft Platform or through the Services. Please carefully select the type of information that you post on the Lyft Platform or through the Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users, or “hackers”).

Opinions, advice, statements, offers, or other information or content concerning Lyft or made available through the Lyft Platform, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third parties, whether on the Lyft Platform or otherwise. We reserve the right, but we have no obligation, to monitor the materials posted on the Lyft Platform and remove any such material that in our sole opinion violates, or is

alleged to violate, the law or this agreement or which might be offensive, illegal, or tha[illegible]ıt violate the rights, harm, or threaten the safety of Users or others.

Location data provided by the Lyft Platform is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Lyft, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the Lyft Platform. Any of your Information, including geolocational data, you upload, provide, or post on the Lyft Platform may be accessible to Lyft and certain Users of the Lyft Platform.

Lyft advises you to use the Lyft Platform with a data plan with unlimited or very high data usage limits, and Lyft shall not responsible or liable for any fees, costs, or overage charges associated with any data plan you use to access the Lyft Platform.

This paragraph applies to any version of the Lyft Platform that you acquire from the Apple App Store. This Agreement is entered into between you and Lyft. Apple, Inc. (“Apple”) is not a party to this Agreement and shall have no obligations with respect to the Lyft Platform. Lyft, not Apple, is solely responsible for the Lyft Platform and the content thereof as set forth hereunder. However, Apple and Apple’s subsidiaries are third party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof. This Agreement incorporates by reference Apple’s Licensed Application End User License Agreement, for purposes of which, you are “the end-user.” In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement shall control.

As a Driver, you may be able to use "Lyft Nav built by Google" while providing Services on the Platform. If you elect to use this feature, you agree that Google may collect your location data when the Lyft App is running in order to provide and improve Google's services, that such data may also be shared with Lyft in order to improve its operations, and that Google's terms and privacy policy will apply to this usage.

13. State and Local Disclosures

Certain jurisdictions require additional disclosures to you. You can view any disclosures required by your local jurisdiction at www.lyft.com/terms/disclosures. We will update the disclosures page as jurisdictions add, remove or amend these required disclosures, so please check in regularly for updates.

14. Indemnity

You will defend, indemnify, and hold Lyft including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the Lyft Platform and participation in the Services, including: (1) your breach of this Agreement or the documents it incorporates by reference; (2) your violation of any law or the rights of a third party, including, Drivers, Riders, other motorists, and pedestrians, as a result of your own interaction with such third party; (3) any allegation that any materials that you submit to us or transmit through the Lyft Platform or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (4) your ownership, use or operation of a motor vehicle or passenger vehicle, including your provision of Services as a Driver; and/or (5) any other activities in connection with the Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

15. Limitation of Liability

IN NO EVENT WILL LYFT, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS (COLLECTIVELY "LYFT" FOR PURPOSES OF THIS SECTION), BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY

INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE LYFT PLATFORM, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE LYFT PLATFORM, THE SERVICES, OR THIS AGREEMENT, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LYFT PLATFORM MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR OTHER SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT LYFT HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR OTHER SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

16. Term and Termination

This Agreement is effective upon your creation of a User account. This Agreement may be terminated: a) by User, without cause, upon seven (7) days' prior written notice to Lyft; or b) by either Party immediately, without notice, upon the other Party's material breach of this Agreement, including but not limited to any breach of Section 9 or breach of Section 10(a) through (i) of this Agreement. In addition, Lyft may terminate this Agreement or deactivate your User account immediately in the event: (1) you no longer qualify to provide Services or to operate the approved vehicle under applicable law, rule, permit, ordinance or regulation; (2) you fall below Lyft's star rating or cancellation threshold; (3) Lyft has the good faith belief that such action is necessary to protect the safety of the Lyft community or third parties, provided that in the event of a deactivation pursuant to (1)-(3) above, you will be given notice of the potential or actual deactivation and an opportunity to attempt to cure the issue to Lyft's reasonable satisfaction prior to Lyft permanently terminating the Agreement. For all other breaches of this Agreement, you will be provided notice and an opportunity to cure the breach. If the breach is cured in a timely manner and

to Lyft's satisfaction, this Agreement will not be permanently terminated. Sections 2, 6, [illegible] h respect to the license), 11-12, 14-19, and 21 shall survive any termination or expiration of this Agreement.

17. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

(a) Agreement to Binding Arbitration Between You and Lyft.

YOU AND LYFT MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, as set forth below. This agreement to arbitrate ("Arbitration Agreement") is governed by the Federal Arbitration Act and survives after the Agreement terminates or your relationship with Lyft ends. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. Except as expressly provided below, this Arbitration Agreement applies to all Claims (defined below) between you and Lyft, including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders. This Arbitration Agreement also applies to claims between you and Lyft's service providers, including but not limited to background check providers and payment processors; and such service providers shall be considered intended third party beneficiaries of this Arbitration Agreement.

Except as expressly provided below, ALL DISPUTES AND CLAIMS BETWEEN US (EACH A "CLAIM" AND COLLECTIVELY, "CLAIMS") SHALL BE EXCLUSIVELY RESOLVED BY BINDING ARBITRATION SOLELY BETWEEN YOU AND LYFT. These Claims include, but are not limited to, any dispute, claim or controversy, whether based on past, present, or future events, arising out of or relating to: this Agreement and prior versions thereof (including the breach, termination, enforcement, interpretation or validity thereof), the Lyft Platform, the Services, any other goods or services made available through the Lyft Platform, your relationship with Lyft, the threatened or actual suspension, deactivation or termination of your User Account or this Agreement, background checks performed by or on Lyft's behalf,

payments made by you or any payments made or allegedly owed to you, any promoti offers made by Lyft, any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, wrongful termination, discrimination, harassment, retaliation, fraud, defamation, emotional distress, breach of any express or implied contract or covenant, claims arising under federal or state consumer protection laws; claims arising under antitrust laws, claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by Lyft and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), and state statutes, if any, addressing the same or similar subject matters, and all other federal and state statutory and common law claims. All disputes concerning the arbitrability of a Claim (including disputes about the scope, applicability, enforceability, revocability or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT YOU AND LYFT ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT. This Arbitration Agreement is intended to require arbitration of every claim or dispute that can lawfully be arbitrated, except for those claims and disputes which by the terms of this Arbitration Agreement are expressly excluded from the requirement to arbitrate.

(b) Prohibition of Class Actions and Non-Individualized Relief.

YOU UNDERSTAND AND AGREE THAT YOU AND LYFT MAY EACH BRING CLAIMS IN ARBITRATION AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS ("CLASS ACTION WAIVER"). YOU UNDERSTAND AND AGREE THAT YOU AND LYFT BOTH ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING THE

FOREGOING, THIS SUBSECTION (B) SHALL NOT APPLY TO REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT CLAIMS BROUGHT AGAINST LYFT, WHICH ARE ADDRESSED SEPARATELY IN SECTION 17(C).

The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims.

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that the Class Action Waiver is unenforceable as to any Claims, then those Claims shall be severed from any remaining claims and may be brought in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible.

(c) Representative PAGA Waiver.

Notwithstanding any other provision of this Agreement or the Arbitration Agreement, to the fullest extent permitted by law: (1) you and Lyft agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, including under the California PAGA, both you and Lyft agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, "representative PAGA Waiver"). Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity

of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from this Agreement; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Agreement or the requirement that any remaining Claims be arbitrated on an individual basis pursuant to the Arbitration Agreement; and (iii) any such representative PAGA or other representative private attorneys general act claims must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any Claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the representative PAGA Waiver is unenforceable with respect to those Claims, the Parties agree that litigation of those Claims shall be stayed pending the outcome of any individual Claims in arbitration.

(d) Rules Governing the Arbitration.

Any arbitration conducted pursuant to this Arbitration Agreement shall be administered by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules that are in effect at the time the arbitration is initiated, as modified by the terms set forth in this Agreement. Copies of these rules can be obtained at the AAA's website (www.adr.org) (the "AAA Rules") or by calling the AAA at 1-800-778-7879. Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules, but in no event shall the arbitrator consolidate more than one person's Claims, or otherwise preside over any form of representative, collective, or class proceeding.

As part of the arbitration, both you and Lyft will have the opportunity for reasonable discovery of non-privileged information that is relevant to the Claim. The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. The arbitrator will provide a reasoned written statement of the arbitrator's decision which shall explain the award given and the findings and conclusions on which the decision is based.

The arbitrator will decide the substance of all claims in accordance with applicabl and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Riders or Drivers, but is bound by rulings in prior arbitrations involving the same Rider or Driver 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, provided that any award may be challenged in a court of competent jurisdiction.

(e) Arbitration Fees and Awards.

The payment of filing and arbitration fees will be governed by the relevant AAA Rules subject to the following modifications:

1. If you initiate arbitration under this Arbitration Agreement after participating in the optional Negotiation process described in subsection (k) below and are otherwise required to pay a filing fee under the relevant AAA Rules, Lyft agrees that, unless your claim is for $5,000 or more, your share of the filing and arbitration fees is limited to $50, and that, after you submit proof of payment of the filing fee to Lyft, Lyft will promptly reimburse you for all but $50 of the filing fee. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the claim is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules.
2. If Lyft initiates arbitration under this Arbitration Agreement, Lyft will pay all AAA filing and arbitration fees.
3. With respect to any Claims brought by Lyft against a Driver, or for Claims brought by a Driver against Lyft that: (A) are based on an alleged employment relationship between Lyft and a Driver; (B) arise out of, or relate to, Lyft's actual deactivation of a Driver's User account or a threat by Lyft to deactivate a Driver's User account; (C) arise out of, or relate to, Lyft's actual termination of a Driver's Agreement with Lyft under the termination provisions of this Agreement, or a threat by Lyft to terminate a Driver's Agreement; (D) arise out of, or relate to, Fares (as defined in this Agreement, including Lyft's commission or fees on the Fares), tips,

or average hourly guarantees owed by Lyft to Drivers for Services, other tl sputes relating to referral bonuses, other Lyft promotions, or consumer-type disputes, or (E) arise out of or relate to background checks performed in connection with a user seeking to become a Driver (the subset of Claims in subsections (A)-(E) shall be collectively referred to as "Driver Claims"), Lyft shall pay all costs unique to arbitration (as compared to the costs of adjudicating the same claims before a court), including the regular and customary arbitration fees and expenses (to the extent not paid by Lyft pursuant to the fee provisions above). However, if you are the party initiating the Driver Claim, you shall be responsible for contributing up to an amount equal to the filing fee that would be paid to initiate the claim in the court of general jurisdiction in the state in which you provide Services to Riders, unless a lower fee amount would be owed by you pursuant to the AAA Rules, applicable law, or subsection (e)(1) above. Any dispute as to whether a cost is unique to arbitration shall be resolved by the arbitrator. For purposes of this Section 17(e)(3), the term "Driver" shall be deemed to include both Drivers and Driver applicants who have not been approved to drive.

4. Except as provided in Federal Rule of Civil Procedure 68 or any state equivalents, each party shall pay its own attorneys' fees and pay any costs that are not unique to the arbitration (i.e., costs that each party would incur if the claim(s) were litigated in a court such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.).
5. At the end of any arbitration, the arbitrator may award reasonable fees and costs or any portion thereof to you if you prevail, to the extent authorized by applicable law.
6. Although under some laws Lyft may have a right to an award of attorneys' fees and non-filing fee expenses if it prevails in an arbitration, Lyft agrees that it will not seek such an award.
7. If the arbitrator issues you an award that is greater than the value of Lyft's last written settlement offer made after you participated in good faith in the optional Negotiation process described in subsection (k) below,

then Lyft will pay you the amount of the award or U.S. $1,000, whichever is greater.

(f) Location and Manner of Arbitration.

Unless you and Lyft agree otherwise, any arbitration hearings between Lyft and a Rider will take place in the county of your billing address, and any arbitration hearings between Lyft and a Driver will take place in the county in which the Driver provides Services. If AAA arbitration is unavailable in your county, the arbitration hearings will take place in the nearest available location for a AAA arbitration. If your Claim is for $10,000 or less, Lyft agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as determined by the AAA Rules. If your Claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules.

(g) Exceptions to Arbitration.

This Arbitration Agreement shall not require arbitration of the following types of claims: (1) small claims actions brought on an individual basis that are within the scope of such small claims court's jurisdiction; (2) a representative action brought on behalf of others under PAGA or other private attorneys general acts, to the extent the representative PAGA Waiver in Section 17(c) of such action is deemed unenforceable by a court of competent jurisdiction under applicable law not preempted by the FAA; (3) claims for workers' compensation, state disability insurance and unemployment insurance benefits; and (4) claims that may not be subject to arbitration as a matter of generally applicable law not preempted by the FAA.

Nothing in this Arbitration Agreement prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board ("NLRB"), or Office of Federal Contract Compliance Programs, or similar local, state or federal agency, and nothing in this Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration However, should you bring an administrative claim, you may only seek or recover money damages of any type pursuant to this Arbitration Provision,

and you knowingly and voluntarily waive the right to seek or recover money damages o type pursuant to any administrative complaint, except for a complaint issued by the NLRB. Should you participate in an NLRB proceeding, you may only recover money damages if such recovery does not arise from or relate to a claim previously adjudicated under this Arbitration Provision or settled by you. Similarly, you may not recover money damages under this Arbitration Provision if you have already adjudicated such claim with the NLRB. Nothing in this Agreement or Arbitration Agreement prevents your participation in an investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision.

(h) Severability.

In addition to the severability provisions in subsections (c) above, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable under applicable law not preempted by the FAA, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

(i) Driver Claims in Pending Settlement.

If you are a member of a putative class in a lawsuit against Lyft involving Driver Claims and a Motion for Preliminary Approval of a Settlement has been filed with the court in that lawsuit prior to this Agreement's effective date (a "Pending Settlement Action"), then this Arbitration Agreement shall not apply to your Driver Claims in that particular class action. Instead, your Driver Claims in that Pending Settlement Action shall continue to be governed by the arbitration provisions contained in the applicable Agreement that you accepted prior to this Agreement's effective date.

(j) Opting Out of Arbitration for Driver Claims That Are Not In a Pending Settlement Action.

As a Driver or Driver applicant, you may opt out of the requirement to arbitrate Driver Claims defined in Section 17(e)(3) (except as limited by Section 17(i) above) pursuant to the terms of this subsection if you have not previously agreed to an arbitration provision in Lyft's Terms of Service where you had the opportunity to opt out of the requirement to arbitrate. If you have previously agreed to such an arbitration provision, you may opt out of any revisions to your prior arbitration agreement made by this provision in the manner specified below, but opting out of this arbitration provision has no

effect on any previous, other, or future arbitration agreements that you may have with Ly ou have not previously agreed to such an arbitration provision and do not wish to be subject to this Arbitration Agreement with respect to Driver Claims, you may opt out of arbitration with respect to such Driver Claims, other than those in a Pending Settlement Action, by notifying Lyft in writing of your desire to opt out of arbitration for such Driver Claims, which writing must be dated, signed and delivered by: (1) electronic mail to arbitrationoptout@lyft.com, or (2) by certified mail, postage prepaid and return receipt requested, or by any nationally recognized delivery service (e.g, UPS, Federal Express, etc.) that is addressed to:

General Counsel
Lyft, Inc.
185 Berry St., Suite 5000
San Francisco, CA 94107

In order to be effective, (A) the writing must clearly indicate your intent to opt out of this Arbitration Agreement with respect to Driver Claims that are not part of a Pending Settlement Action, (B) the writing must include the name, phone number, and email address associated with your User Account, and (C) the email or envelope containing the signed writing must be sent within 30 days of the date this Agreement is executed by you. Should you not opt out within the 30-day period, you and Lyft shall be bound by the terms of this Arbitration Agreement in full (including with respect to Driver Claims that are not part of a Pending Settlement Action). As provided in paragraph 17(i) above, any opt out that you submit shall not apply to any Driver Claims that are part of a Pending Settlement Action and your Driver Claims in any such Pending Settlement Action shall continue to be governed by the arbitration provisions that are contained in the applicable Lyft Terms of Use that you agreed to prior to the effective date of this Agreement.

Cases have been filed against Lyft and may be filed in the future involving Driver Claims. You should assume that there are now, and may be in the future, lawsuits against Lyft alleging class, collective, and/or representative Driver Claims in which the plaintiffs seek to act on your behalf, and which, if successful, could result in some monetary recovery to you. But if you do agree to arbitration of Driver Claims with Lyft under this Arbitration Agreement, you are agreeing in advance that you will bring all such claims, and seek all monetary and other

relief, against Lyft in an individual arbitration provision, except for the Driver Claims that [illegible]rt of a Pending Settlement Action. You are also agreeing in advance that you will not participate in, or seek to recover monetary or other relief, for such claims in any court action or class, collective, and/or representative action. You have the right to consult with counsel of your choice concerning this Arbitration Agreement and you will not be subject to retaliation if you exercise your right to assert claims or opt- out of any Driver Claims under this Arbitration Agreement.

(k) Optional Pre-Arbitration Negotiation Process.

Before initiating any arbitration or proceeding, you and Lyft may agree to first attempt to negotiate any dispute, claim or controversy between the parties informally for 30 days, unless this time period is mutually extended by you and Lyft. A party who intends to seek negotiation under this subsection must first send to the other a written notice of the dispute ("Notice"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, and attorneys are confidential, privileged and inadmissible for any purpose, including as evidence of liability or for impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

18. Confidentiality

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to Lyft's business, operations and properties, information about a User made available to you in connection with such User's use of the Platform, which may include the User's name, pick-up location, contact information and photo ("Confidential Information") disclosed to you by Lyft for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Lyft in order to prevent it from falling into the public domain. Notwithstanding the above, you

shall not have liability to Lyft with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by Lyft or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of Lyft; becomes known to you, without restriction, from a source other than Lyft without breach of this Agreement by you and otherwise not in violation of Lyft's rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that You shall provide prompt notice of such court order or requirement to Lyft to enable Lyft to seek a protective order or otherwise prevent or restrict such disclosure.

19. Relationship with Lyft

As a Driver on the Lyft Platform, you acknowledge and agree that you and Lyft are in a direct business relationship, and the relationship between the parties under this Agreement is solely that of independent contracting parties. You and Lyft expressly agree that (1) this is not an employment agreement and does not create an employment relationship between you and Lyft; and (2) no joint venture, franchisor- franchisee, partnership, or agency relationship is intended or created by this Agreement. You have no authority to bind Lyft, and you undertake not to hold yourself out as an employee, agent or authorized representative of Lyft.

Lyft does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including in connection with your provision of Services, your acts or omissions, or your operation and maintenance of your vehicle. You retain the sole right to determine when, where, and for how long you will utilize the Lyft Platform. You retain the option to accept or to decline or ignore a Rider's request for Services via the Lyft Platform, or to cancel an accepted request for Services via the Lyft Platform, subject to Lyft's then-current cancellation policies. With the exception of any signage required by law or permit/license rules or requirements, Lyft shall have no right to require you to: (a) display Lyft's names, logos or colors on your vehicle(s); or (b) wear a uniform or any other clothing displaying Lyft's names, logos or colors. You acknowledge and

agree that you have complete discretion to provide Services or otherwise engage in other business or employment activities.

20. Other Services

In addition to connecting Riders with Drivers, the Lyft Platform may enable Users to provide or receive goods or services from other third parties. For example, Users may be able to use the Lyft Platform to order a delivery of goods, purchase a digital item, request a carpool ride from a commuter going in your direction, or when travelling outside of the United States, to connect with local transportation platforms and request rides from local drivers (collectively, the "Other Services"). You understand and that the Other Services are subject to the terms and pricing of the third-party provider. If you choose to purchase Other Services through the Lyft Platform, you authorize Lyft to charge your payment method on file according to the pricing terms set by the third-party provider. You agree that Lyft is not responsible and may not be held liable for the Other Services or the actions or omissions of the third- party provider. Such Other Services may not be investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Other Services accessed through the Lyft Platform.

21. General

Except as provided in Section 17, this Agreement shall be governed by the laws of the State of California without regard to choice of law principles. This choice of law provision is only intended to specify the use of California law to interpret this Agreement and is not intended to create any other substantive right to non- Californians to assert claims under California law whether by statute, common law, or otherwise. If any provision of this Agreement is or becomes invalid or non- binding, the parties shall remain bound by all other provisions of this Agreement. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement. You agree that this Agreement and all incorporated

agreements may be automatically assigned by Lyft, in our sole discretion by providing nc ɔ you. Except as explicitly stated otherwise, any notices to Lyft shall be given by certified mail, postage prepaid and return receipt requested to Lyft, Inc., 185 Berry St., Suite 5000, San Francisco, CA 94107. Any notices to you shall be provided to you through the Lyft Platform or given to you via the email address or physical you provide to Lyft during the registration process. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. The words "include", "includes" and "including" are deemed to be followed by the words "without limitation". A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between you and Lyft with respect to the subject matter hereof and supersedes all previous understandings and agreements between the parties, whether oral or written.

If you have any questions regarding the Lyft Platform or Services, please contact our Customer Support Team through our Help Center.

Lyft Privacy Policy

Last Updated: February 8, 2017

At Lyft, we want to connect people through transportation and bring communities together. In this privacy policy, we tell you what information we receive from Lyft riders and drivers, and how we use it to connect riders with drivers and continue to improve our services. Below, we explain how you can share with other riders and drivers in the Lyft community as part of our mission to bring people together.

1. Scope of this Privacy Policy

Lyft ("Lyft," "we," "our," and/or "us") values the privacy of individuals who use our application, websites, and related services (collectively, the "Lyft Platform "). This privacy policy (the "Privacy Policy") explains how we collect, use, and share

information from Lyft users ("Users"), comprised of both Lyft riders ("Riders") and Lyft drivers (including Driver applicants) ("Drivers"). Beyond the Privacy Policy, your use of Lyft is also subject to our Terms of Service (www.lyft.com/terms).

2. Information We Collect

A. Information You Provide to Us

Registration Information. When you sign up for a Lyft account, you give us your name, email address, and phone number. If you decide to sign up for Lyft using your Facebook account, we will also get basic information from your Facebook profile like your name, gender, profile photo, and Facebook friends.

User Profile Information. When you join the Lyft community, you can create a Lyft Profile to share fun facts about yourself, and discover mutual friends and interests. Filling out a profile is optional, and you can share as little or as much as you want. Your name (and for Drivers, Profile photos) is always part of your Profile. Read more below about how you can control who sees your Profile. You can also add a Business Profile to your account, which requires a designated business email address and payment method.

Payment Method. When you add a credit card or payment method to your Lyft account, a third party that handles payments for us will receive your card information. To keep your financial data secure, we do not store full credit card information on our servers.

Communications. If you contact us directly, we may receive additional information about you. For example, when you contact our Customer Support Team, we will receive your name, email address, phone number, the contents of a message or attachments that you may send to us, and other information you choose to provide.

Driver Application Information. If you decide to join our Lyft driver community, in addition to the basic registration information we ask you for your date of birth, physical address, Social Security number, driver's license information, vehicle information, car insurance information, and in some jurisdictions we may collect additional business license or

permitting information. We share this information with our partners who help us by r[illegible]g background checks on Drivers to help protect the Lyft community.

Payment Information. To make sure Drivers get paid, we keep information about Drivers' bank routing numbers, tax information, and any other payment information provided by Drivers.

B. Information We Collect When You Use the Lyft Platform

Location Information. Lyft is all about connecting Drivers and Riders. To do this, we need to know where you are. When you open Lyft on your mobile device, we receive your location. We may also collect the precise location of your device when the app is running in the foreground or background. If you label certain locations, such as "home" and "work," we receive that information, too.

Your location information is necessary for things like matching Riders with nearby Drivers, determining drop off and pick up locations, and suggesting destinations based on previous trips. Also, if the need ever arises, our Trust & Safety team may use and share location information to help protect the safety of Lyft Users or a member of the public. In addition to the reasons described above, Drivers' location information and distance travelled is necessary for calculating charges and insurance for Lyft rides. If you give us permission through your device settings or Lyft app, we may collect your location while the app is off to identify promotions or service updates in your area.

Device Information. Lyft receives information from Users' devices, including IP address, web browser type, mobile operating system version, phone carrier and manufacturer, application installations, device identifiers, mobile advertising identifiers, push notification tokens, and, if you register with your Facebook account, your Facebook identifier. We collect mobile sensor data from Drivers' devices (such as speed, direction, height, acceleration or deceleration) to improve location accuracy and analyze usage patterns.

Usage Information. To help us understand how you use the Lyft Platform and to help us improve it, we automatically receive information about your interactions with the Lyft

Platform, like the pages or other content you view, your actions within the Lyft app, the dates and times of your visits.

Call and Text Information. We work with a third party partner to facilitate phone calls and text messages between Riders and Drivers who have been connected for a ride. We receive information about these communications including the date and time of the call or SMS message, the parties' phone numbers, and the content of any SMS messages. For security purposes, we may also monitor and/or record the contents of phone calls made on the Lyft Platform, such as those between Riders and Drivers. You will be given notice that your call may be recorded, and by proceeding you agree to allow Lyft to monitor and/or record your call.

User Feedback. At Lyft, we want to make sure Users are always enjoying great rides. Riders and Drivers may rate and review each other at the end of every ride. We receive information about ratings and reviews and, as we explain below, give Riders information about Drivers' ratings and reviews and vice versa.

Address Book Contacts. If you permit Lyft to access the address book on your device through the permission system used by your mobile platform, we may access and store names and contact information from your address book to facilitate invitations and social interactions that you initiate through our Platform and for other purposes described in this privacy policy or at the time of consent or collection.

Information from Cookies and Similar Technologies. We collect information through the use of "cookies", tracking pixels, and similar technologies to understand how you navigate through the Lyft Platform and interact with Lyft advertisements, to learn what content is popular, and to save your preferences. Cookies are small text files that web servers place on your device; they are designed to store basic information and to help websites and apps recognize your browser. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be accessed every time you use the Lyft Platform. You should consult your web browser(s) to modify your cookie settings. Please note that if you delete or choose not to accept cookies from us, you may be missing out on certain features of the Lyft Platform.

C. Information We Collect from Third Parties

Third Party Services. If you choose to register for Lyft or otherwise link your Lyft account with a third party's service (such as Facebook), we may receive the same type of information we collect from you (described above) directly from those services.

Third Party Partners. We may receive additional information about you, such as demographic data, payment information, or fraud detection information, from third party partners and combine it with other information that we have about you.

Enterprise Programs. If your company, university, or organization participates in one of our enterprise programs such as Lyft for Work, we may receive information about you, such as your email address, from your participating organization. We also may give your participating organization the opportunity to request a ride on your behalf, in which case they may provide us with your name, phone number, and the pickup and drop off location for your ride.

Background Information on Drivers. Lyft works with third party partners to perform driving record and criminal background checks on Drivers, and we receive information from them such as publicly available information about a Driver's driving record or criminal history.

3. How We Use the Information We Collect

We use the information we collect from all Users to:

- Connect Riders with Drivers;
- Provide, improve, expand, and promote the Lyft Platform;
- Analyze how the Lyft community uses the Lyft Platform;
- Communicate with you, either directly or through one of our partners, including for marketing and promotional purposes;
- Personalize the Lyft experience for you and your friends and contacts;
- Send you text messages and push notifications;

- Facilitate transactions and payments;
- Provide you with cu[illegible]r support;
- Find and prevent fraud; and
- Respond to trust and safety issues that may arise, including auto incidents, disputes between Riders and Drivers, and requests from government authorities.

Additionally, we use the information we collect from Drivers for the following purposes related to driving on the Lyft Platform:

- Sending emails and text messages to Drivers who have started the driver application process regarding the status of their application;
- Determining a Driver's eligibility to drive for Lyft
- Notifying Drivers about ride demand, pricing and service updates; and
- Calculating and providing Lyft's auto insurance policy and analyzing usage patterns for safety and insurance purposes.

4. How We Share the Information We Collect

A. Sharing Between Users

Sharing between Riders and Drivers. Riders and Drivers that have been matched for a ride are able to see basic information about each other, such as names, photo, ratings, and any information they have added to their Profiles. Riders and Drivers who connect their Lyft accounts to Facebook will also be able to see their mutual Facebook friends during the ride. Drivers see the pick-up location that the Rider has provided. Riders see a Driver's vehicle information and real-time location as the Driver approaches the pick-up location. Riders' ratings of Drivers are shared with Drivers on a weekly basis. We de-identify the ratings and feedback, but we can't rule out that a driver may be able to identify the Rider that provided the rating or feedback.

Although we help Riders and Drivers communicate with one another to arrange a pickup, we do not share your actual phone number or other contact information with other Users. If you report a lost or found item to us, we will seek to connect you with the relevant Rider or Driver, including sharing actual contact information with your permission.

Sharing between Lyft Line Riders. If you use Lyft Line, Riders who have been matched with you will be able to see your name, photo and any information you have added to your Profile. If you connect your Lyft account to Facebook (such as by signing up through Facebook), we may show your mutual friends with other Riders who are also connected via Facebook. During the Lyft Line matching process we may show photos of possible matches to you and other Riders.

B. Sharing Between Lyft and Third Parties

API and Integration Partners. If you connect to the Lyft Platform through an integration with a third party service, we may share information about your use of the Lyft Platform with that third party. We may share your information with our third party partners in order to receive additional information about you. We may also share your information with third party partners to create offers that may be of interest to you.

Third Party Services. The Lyft Platform may allow you to connect with other websites, products, or services that we don't have control over (for example, we may give you the ability to order a food delivery from a restaurant from within the Lyft app). If you use these services, we will provide the third party with information about you to allow them to provide the service to you (for example, we would give the restaurant your name, phone number and address to drop off the food). We can't speak to the privacy practices of these third parties, and we encourage you to read their privacy policies before deciding whether to use their services.

Service Providers. We work with third party service providers to perform services on our behalf, and we may share your information with such service providers to help us provide the Lyft Platform, including all of the things described in Section 3 above.

Enterprise Partners. If you participate in an enterprise program and charge a ride to your organization's billing method or credits, we will provide your organization's account holder with information about your use of the Lyft Platform, including ride details such as date, time, charge, and pick up and drop off locations. If you create a Business Profile, at the end of each ride you will have the option to designate the ride as a business ride. If you do so, and your organization has a

corporate account with Lyft, we may share information about your use of Lyft Platform with your organization including ride details such as date, time, charge, and region of the trip. If you change organizations, it is your responsibility to update your Business Profile with the new information. (Please remember to check and set your designation settings accordingly.) If you integrate your account with an expense platform (like Concur) we will share the ride details to your expense account.

International Partners. We've partnered with several ride-sharing services around the globe so Riders can continue to find rides when they open the Lyft app abroad, and Drivers can provide services to international travelers in the U.S. When we match a ride with the partner, we share the same information that is shared between matched Riders and Drivers on the Lyft Platform. In some cases we are unable to mask your phone number if you call an international driver, so please keep that in mind before using this feature.

Other Sharing. We may share your information with third parties in the following cases:

- While negotiating or in relation to a change of corporate control such as a restructuring, merger or sale of our assets;
- If a government authority requests information and we think disclosure is required or appropriate in order to comply with laws, regulations, or a legal process;
- With law enforcement officials, government authorities, or third parties if we think doing so is necessary to protect the rights, property, or safety of the Lyft community, Lyft, or the public (you can read more about this in our Law Enforcement Request policy);
- To comply with a legal requirement or process, including but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures.
- If you signed up for a promotion with another User's referral or promotion code, with your referrer to let them know about your redemption of or qualification for the promotion;
- With our insurance partners to help determine and provide relevant coverage in the event of an incident;
- To provide information about the use of the Lyft Platform to potential business partners in aggregated or de-identified form that can't reasonably be used to identify you; and

- Whenever you consent to the sharing.

5. Your Choices

Email Subscriptions. You can always unsubscribe from our commercial or promotional emails but we will still send you transactional and relational emails about your account use of the Lyft Platform.

Text Messages. You can opt out of receiving commercial or promotional text messages by texting the word END to 46080 from the mobile device receiving the messages. You may also opt out of receiving all texts from Lyft (including transactional or relational messages) by texting the word STOPALL to 46080 from the mobile device receiving the messages, however, opting out of receiving all texts may impact your use of the Lyft Platform. Drivers can also opt out of driver-specific messages by texting STOP in response to a driver SMS. To re-enable texts you can text START in response to an unsubscribe confirmation SMS.

Push Notifications. You can opt out of receiving push notifications through your device settings. Please note that opting out of receiving push notifications may impact your use of the Lyft Platform (such as receiving a notification that your ride has arrived).

Profile Information. While your name will always be shared with Drivers and fellow Lyft Line Riders, you can delete any additional information that you added to your Profile at any time if you don't want Drivers and Lyft Line Riders to see it. Riders will always be able to see Drivers' names, rating, profile photos, and vehicle information.

Location Information. While you can prevent your device from sharing location information at any time through your Device's operating system settings, Rider and Driver location is core to the Lyft Platform and without it we can't provide our services to you.

Facebook Friends. You can control whether to enable or disable the Facebook mutual friends feature through your profile settings.

Editing and Accessing Your Information. You can review and edit certain account inforr ı by logging in to your account settings and profile (Drivers may edit additional information through the Driver portal). If would like to terminate your Lyft account, please contact us through our Help Center with your request. If you choose to terminate your account, we will deactivate it for you but may retain information from your account for a certain period of time and disclose it in a manner consistent with our practices under this Privacy Policy for accounts that are not closed. We also may retain information from your account to collect any fees owed, resolve disputes, troubleshoot problems, analyze usage of the Lyft Platform, assist with any investigations, prevent fraud, enforce our Terms of Service, or take other actions as required or permitted by law.

6. Other

Data Security. We are committed to protecting the data of the Lyft community. Even though we take reasonable precautions to protect your data, no security measures can be 100% secure, and we cannot guarantee the security of your data.

Children's Privacy. Lyft is not directed to children, and we don't knowingly collect personal information from children under 13. If we find out that a child under 13 has given us personal information, we will take steps to delete that information. If you believe that a child under the age of 13 has given us personal information, please contact us at our Help Center.

Changes to Our Privacy Policy. We may make changes to this Privacy Policy from time to time. If we make any material changes, we will let you know through the Lyft Platform, by email, or other communication. We encourage you to read this Privacy Policy periodically to stay up-to-date about our privacy practices. As long as you use the Lyft Platform, you are agreeing to this Privacy Policy and any updates we make to it.

Contact Information. Feel free to contact us at any time with any questions or comments about this Privacy Policy, your personal information, our use and sharing practices, or your consent choices by contacting our Help Center.

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