

FARE/SHARE TERMS OF USE 5-25-10

PLEASE READ THESE TERMS OF USE CAREFULLY AND FREQUENTLY, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND OBLIGATIONS.

Fare/Share Inc. (“Fare/Share”) is a corporation incorporated in the State of Delaware with a principal place of business in the State of New York. Fare/Share facilitates matching taxi riders with each other for the purpose of arranging rides. This Terms of Use Agreement (“Agreement”) between you and Fare/Share sets forth the legally binding terms for your use of the Fare/Share service, described below. You must agree to these Terms of Use in order to use the Fare/Share service. These Terms of Use apply to all Fare/Share users and supersede any other agreements between you and Fare/Share. Fare/Share reserves the right to modify these Terms of Use at any time without notice.

Any modification is effective upon the posting of the modified Terms of Use on the website www.faresharenyc.com (the Website) by Fare/Share, Inc. You agree to be bound by this Agreement, and affirm that you are legally able to form a binding contract.

This Agreement includes Fare/Share’s policy for acceptable Use of the Services and Content posted on the Website, available through the iPhone app, your rights, obligations and restrictions regarding your Use of the Services and Fare/Share’s Privacy Policy. Unless otherwise provided by the additional terms and conditions applicable to the Services in which you choose to participate, those additional terms are hereby incorporated into the Agreement.

These Terms of Use, and any rights and licenses granted within these Terms of Use, may not be transferred or assigned by you, but may be transferred or assigned by Fare/Share without restriction.

1. DESCRIPTION OF SERVICE

Fare/Share provides web and mobile applications that allow users to connect with each other in order that they might (a) connect with other nearby users to organize shared cab rides. Fare/Share may also allow users to publish information regarding their rides to other services, such as Twitter, and to make payments to other riders via other services, such as PayPal. Familiarity with such services is presumed on the part of the users.

The services offered by Fare/Share include the Fare/Share application (the Application”), which may be used to find and identify people nearby seeking to share a ride, and a system where users rate other users based on their experiences sharing cabs with them (collectively, the “Services”). Fare/Share may contain advertisements, and is not responsible for third party advertisements or third party applications that are posted on the Application or website, nor is it responsible for the products provided by its advertisers.

2. MODIFICATIONS TO SERVICE

Fare/Share reserves the right to modify or terminate its Services for any reason at any time, temporarily or permanently, without prior notice. This includes, but is not limited to, the sale of Fare/Share to another entity. Fare/Share will not be liable for any modification or termination of the Services.

3. TERMINATION

Fare/Share reserves the right to refuse Services to anyone, temporarily or permanently, at anytime. Refusal of services includes, but is not limited to, terminating access to services, deactivating or deleting your account and personal information, and barring access to any other Fare/Share products and services. Any termination of your ability to Use Fare/Share, including, but not limited to, the termination of your permission to Use the Application, may occur without prior notice.

YOUR PERMISSION TO USE FARE/SHARE'S SERVICES WILL AUTOMATICALLY TERMINATE UPON VIOLATION OF THESE TERMS OF USE.

4. ELIGIBILITY

You must be at least eighteen (18) years of age to register to use the Fare/Share Services. By registering for these services, you represent that you are over eighteen (18) years of age. You also agree that you will not use Fare/Share for any purpose that will violate any applicable laws or that will violate this Agreement.

5. PROPRIETARY RIGHTS IN CONTENT

All content on the Application and on the website, except for any data or text submitted by a user, is owned or licensed to Fare/Share and is protected by applicable laws. Users are prohibited from modifying, distributing, or creating derivative works from material on the website, and may not rent, rent, lease, loan, sell, resell, or offer for any commercial purposes use the Fare/Share sites or application, in whole or in part. Fare/Share grants all users a limited, revocable sub-license to use this material in connection with using Fare/Share's services. By posting any content on, through or in connection with the Fare/Share service, you grant Fare/Share, and only Fare/Share, a limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and distribute such Content solely on, through or in connection with the Fare/Share Services, including, without limitation, through the Fare/Share Services to applications, widgets, websites or mobile, desktop or other services which are linked with your Fare/Share account (collectively, "Linked Services"), including, without limitation, distributing part or all of the Fare/Share Services and any Content included therein, in any media formats and through any media channels

6. PIN

When you register with Fare/Share, you will be asked to choose a four-digit PIN. You are entirely responsible for maintaining the confidentiality of your PIN. It is prohibited to use an account, username, or PIN which is not your own, and to disclose this information to any third party. You agree to notify FARE/SHARE immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.

7. COMMERCIAL USE BY MEMBERS PROHIBITED

The Services are for the personal use of members only and may not be used in connection with any commercial endeavors. Commercial endeavors include, but are not limited to, collecting usernames and/or e-mail addresses of members by electronic or other means, sending unsolicited emails to users, and unauthorized framing of or linking to www.faresharenyc.com. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from Member profiles without notice and may result in termination of membership privileges. Appropriate legal action will be taken for any illegal or unauthorized use of the Services.

8. USE OF SERVICE PAYMENT FOR TAXI RIDES

You are solely responsible for paying for any cab rides arranged through Fare/Share's Services. You agree and represent that you will pay all fares, fees, and tolls required of you for each ride you arrange through Fare/Share in full. In no event shall Fare/Share be held liable for any failure to pay.

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By using the Fare/Share Services, you expressly agree to use Fare/Share for your transportation needs. If your transportation needs change, it is your responsibility to notify Fare/Share and cancel your ride.

10. USER CONDUCT

Users agree to treat each other and their driver in a courteous, respectful, and peaceful manner. Each rider agrees to treat their fellow riders and their driver with respect at all times, and not to behave in an antagonistic or harassing manner.

Fare/Share is not responsible for your conduct or the conduct of other riders. Fare/Share will not be held liable for the actions of any of its users. Fare/Share reserves the right to

investigate and take appropriate actions against any user for conduct that it finds inappropriate, including, but not limited to, reporting the inappropriate conduct to law enforcement authorities. Fare/Share retains complete control over all content used in connection with any of its services.

Inappropriate User conduct and inappropriate content include, but are not limited to:

- impersonating another person or entity or falsely stating or otherwise misrepresenting your affiliation with another person or entity;
- uploading, posting, or otherwise transmitting any content that Fare/Share determines is unlawful, offensive, objectionable, or otherwise inappropriate;
- uploading, posting, or otherwise transmitting any content that infringes on the rights of a third party;
- using or attempting to use any information obtained through the Services in order to harm, abuse, harass, stalk, threaten, or intimidate another person or entity;
- using the Services to create or submit any unsolicited or unauthorized advertising, email, or other form of communication, or to promote commercial activities without prior written consent from Fare/Share;
- collecting or storing User information for commercial or unlawful purposes, or modifying, adapting, hacking or otherwise manipulating any part of the Fare/Share application or web app at m.faresharenyc.com
- interfering with, disrupting, or otherwise creating an undue burden on the Fare/Share servers or connected networks, or disobeying any requirements, procedures, policies, or regulations of connected networks;
- circumventing, modifying, or otherwise interfering with any security technology or software that is part of Fare/Share;
- using Fare/Share in any manner that furthers or promotes any criminal activity or enterprise or provides instructional information about unlawful activities; and
- allowing another person to use Fare/Share in any manner that violates these Terms of Use.

FARE/SHARE IS NOT RESPONSIBLE FOR OTHER USERS' CONDUCT OR CONTENT POSTED THROUGH THE FARE/SHARE IPHONE APP OR THE WEBAPP OR USING ANY OF FARE/SHARE'S SERVICES. FARE/SHARE IS NOT RESPONSIBLE FOR ANY INJURY, BODILY HARM, OR DEATH RESULTING FROM OTHER USERS' OR TAXI DRIVER'S CONDUCT. USERS OF FARE/SHARE ARE TO USE COMMON SENSE AND RIDE SAFELY AND SMARTLY.

11. USER-GENERATED RATINGS

User-generated reviews or a user's "Fareness" rating do not imply any endorsement or condemnation by Fare/Share. Fare/Share does not modify or control the accuracy of user-generated ratings, but retains the right to monitor, modify, or control these ratings

whenever appropriate. Fare/Share may remove certain ratings at any time and for any reason although it is under no obligation to do so.

12. RIGHTS IN CONTENT

Fare/Share is not responsible for any content uploaded by its Users. By uploading, posting, or otherwise transmitting any User Content, you represent and warrant that (1) you have all necessary written consents, releases, or permissions to grant Fare/Share a license to publish or publicly display such Content for the purposes of facilitating Fare/Share's Services; (2) you have all necessary written consents, releases, or permissions of each and every identifiable individual person in the User Content to use the name or likeness of that person in the manner contemplated by Fare/Share and these Terms of Use; and (3) the uploading, posting, or otherwise transmitting your User Content on or through Fare/Share does not violate the legal rights of any person or entity, including, but not limited to, privacy rights, publicity rights, copyrights, trademark rights, or contract rights.

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS FARE/SHARE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ANY CLAIM, ADMINISTRATIVE PROCEEDING, DEMAND, DAMAGE, OBLIGATION, LOSS, COST, DEBT, LIABILITY, OR EXPENSE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING FROM YOUR BREACH OF THE FOREGOING REPRESENTATION AND WARRANTY, OR FARE/SHARE' USE, COPYING, PUBLISHING, DISTRIBUTION, TRANSMISSION, TRANSFERENCE, CREATION OF DERIVATIVE WORKS OF, PUBLIC PERFORMANCE, OR PUBLIC DISPLAY (IN WHATEVER MEDIA, AT OUR SOLE DISCRETION) OF ANY USER CONTENT SUBMITTED BY YOU.

13. COPYRIGHT

Fare/Share undertakes to obey all relevant copyright laws. If you believe your copyrighted material appears on the Application or at www.faresharenyc.com without your permission, please send us in writing:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit Fare/Share to locate the material;
- Information reasonably sufficient to permit Fare/Share to contact you, such as an address, telephone number, and, if available, an e-mail address;

- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our designated agent (“Copyright Agent”) to receive notification of claimed infringement under the Digital Millennium Copyright Act of 1998 (“DMCA”) is Jeff Novich and he can be reached at **copyright@faresharenyc.com**

Fare/Share will promptly investigate and act on all notices of copyright infringement in full compliance with the DMCA. Counter-notifications shall also be handled in accordance with the DMCA.

14. LINKS

The Application or website may contain links to third-party websites that are not owned or controlled by Fare/Share. Fare/Share cannot control and assumes no liability or responsibility for the availability, content, or practices of third-party websites.

15. DISCLAIMER OF WARRANTIES

YOUR USE OF FARE/SHARE IS AT YOUR SOLE RISK. FARE/SHARE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, FARE/SHARE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE ACCURACY AND RELIABILITY OF USER CONTENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

FARE/SHARE MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, DELAY-FREE, SECURE, OR ERROR-FREE. FARE/SHARE IS NOT RESPONSIBLE FOR ANY DAMAGE DUE TO TECHNICAL PROBLEMS OR MALFUNCTION, INCLUDING, BUT NOT LIMITED TO, ANY INJURY OR DAMAGE TO ANY PERSON’S COMPUTER OR HANDHELD DEVICE RELATED TO OR RESULTING FROM USE OF THE APPLICATION OR WEBSITE, OR DOWNLOADING MATERIALS IN CONNECTION WITH THE USE OF THE SERVICE.

UNDER NO CIRCUMSTANCES SHALL FARE/SHARE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM THE USE OF FARE/SHARE OR CONDUCT OCCURRING IN CONNECTION WITH THE USE OF THE FARE/SHARE OR ANY OF ITS SERVICES.

THIS INCLUDES, BUT IS NOT LIMITED TO, ANY LOSS OR DAMAGE IN CONNECTION WITH SHARING A RIDE WITH ANY PERSON, INCLUDING BUT NOT LIMITED TO INTENTIONAL TORTS COMMITTED OR ANY LOSS OR DAMAGE IN CONNECTION WITH NEGLIGENCE ON THE PART OF THE TAXI, THE TAXI DRIVER, THE TLC, OR ANOTHER RIDER.

NOTHING HEREIN SHALL BE DEEMED TO CREATE AN AGENCY, PARTNERSHIP, JOINT VENTURE, EMPLOYEE-EMPLOYER, OR FRANCHISOR-FRANCHISEE RELATIONSHIP OF ANY TYPE BETWEEN FARE/SHARE AND ANY OTHER PARTY. THESE TERMS OF USE ARE BETWEEN FARE/SHARE AND YOU AND THEY DO NOT, NOR SHALL THEY BE DEEMED TO, EXTEND RIGHTS TO ANY THIRD PARTY.

16. LIABILITY LIMITATIONS

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FARE/SHARE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND/OR AGENTS, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF FARE/SHARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM:

- THE USE OR INABILITY TO USE THE SERVICE;
- ERRORS, MISTAKES, OR INACCURACIES OF ANY CONTENT;
- PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR USE OF THE SERVICES;
- ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR PERSONAL INFORMATION;
- STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; AND/OR
- ANY OTHER MATTER RELATING TO THE SERVICE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF FARE/SHARE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO \$100.

17. INDEMNITY

You agree to indemnify, defend, and hold harmless Fare/Share and its officers, directors, employees, and agents, from and against any and all claims, administrative proceedings, demands, damages, obligations, losses, costs, debts, liabilities, and expenses, including, but not limited to, reasonable attorneys' fees, made by any third party due to or arising from:

- Your use and access to, or in connection with your use or access to, the Fare/Share Services, including damages or injuries related to such use;
- Your violation of any terms of these Terms of Use;
- Your violation of any third party's right, including, but not limited to, any copyright or privacy right; and/or
- Any claim that you, user content caused damage to a third party.

18. JURISDICTION AND DISPUTES

Any and all disputes shall be settled according to the laws of, or in the courts in, the State of New York. The Fare/Share site, www.faresharenyc.com, shall be deemed a passive website that does not give rise to personal jurisdiction over Fare/Share, either specific or general, in jurisdictions other than New York, nor shall use or access to the Fare/Share sites or services be construed as the purposeful availing of the benefits or privilege of doing business in any state other than New York by Fare/Share.

Except to the extent applicable law provides otherwise, any claim or cause of action arising out of the use of or access to Fare/Share's services or these Terms of Use shall be governed by the substantive law of New York, without respect to its conflict of laws principles. You further understand and agree not to bring claims or causes of action on a representative, class member basis, or as a private attorney general.

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of or access to the Fare/Share Services or these Terms of Use must be filed within one (1) year after the claim or cause of action arose. Otherwise, such claim or cause of action is permanently barred. To the extent a claim or cause of action does arise from the use of Fare/Share Services or these Terms of Use, the claim or cause of action shall be settled by binding arbitration. Fare/Share may elect to resolve the dispute by binding arbitration conducted by telephone, on-line, or based solely upon written submissions where no in-person appearance is required. If in-person appearance is required, it shall be held in New York County, New York, or another location mutually agreed upon by the parties. In all such cases, the arbitration shall be held in the English language and administered by the American Arbitration Association or Judicial Arbitration and Mediation Services, Inc. in accordance with their applicable rules then in effect, or any other established ADR provider mutually agreed upon by the parties. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in New York County, New York. You hereby consent to, and waive all defenses of lack of personal jurisdiction and *forum non conveniens* with respect to, venue and jurisdiction in the state and federal courts of New York County, New York.

Fare/Share's failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If a court of competent jurisdiction finds any provision of these Terms of Use to be invalid, the court should give effect to the parties' intentions as reflected in the provision, and all other provisions of these Terms of Use remain in full force and Effect.

19. VIOLATIONS OF TERMS OF USE

Please report any suspected violations of these Terms of Use to [**violations@faresharenyc.com**](mailto:violations@faresharenyc.com)

20. QUESTIONS

Please contact us at info@faresharenyc.com with any questions regarding these Terms of Use.