

## Ujama Terms of Service

**Last Updated:** [October 27, 2016]

Welcome, and thank you for your interest in Ujama, Inc. (“**Ujama**”, “**we**,” or “**us**”) and our Web site at <http://ujama.co> (the “**Site**”), our App(s) (defined below) and our related web sites, networks, embeddable widgets, downloadable software, and other mobile applications (including tablet applications), and other services provided by us and on which a link to these Terms of Service is displayed (together with the App(s) and the Site, our “**Service**”). These Terms of Service are a legally binding contract between you and Ujama regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY. BY CLICKING “I ACCEPT,” YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE [UJAMA PRIVACY POLICY](#) (TOGETHER, THESE “**TERMS**”). <http://ujama.co/terms.pdf>. If you are not eligible, or do not agree to these Terms, then you do not have our permission to use the Service.

These Terms provide that all disputes between you and Ujama will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract, except for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and your claims cannot be brought as a class action. Please review the “Dispute Resolution and Arbitration between You and Ujama” section below for the details regarding your agreement to arbitrate any disputes with Ujama.

1. **Ujama Service Overview.** Ujama provides a technology platform that enables users of Ujama’s applications or websites provided as part of the Service (each, an “**App**”) to arrange and schedule transportation services with other users of the Service (“**Transportation Service(s)**”). Ujama’s technology platform assists users who are interested in obtaining Transportation Service(s) (“**Riders**”) for themselves, Dependent(s) (defined below) and/or Other Passengers (defined below), in connecting and coordinating with other users of the Service who are able and interested in providing Transportation Service(s) for such Riders, and their respective Dependent(s) and Other Passenger(s) (“**Drivers**”).
2. **Safety Disclaimer.** FOR THE AVOIDANCE OF DOUBT, YOU ACKNOWLEDGE THAT UJAMA ONLY OFFERS INFORMATION AND A TECHNOLOGY PLATFORM THROUGH WHICH USERS MAY CONNECT WITH EACH OTHER; UJAMA DOES NOT ITSELF PROVIDE, AND DOES NOT INTEND TO PROVIDE, TRANSPORTATION SERVICES, AND UJAMA IS NOT A TRANSPORTATION CARRIER. IT IS UP TO EACH INDIVIDUAL DRIVER TO PROVIDE TRANSPORTATION SERVICE(S), WHICH MAY BE REQUESTED BY A USER THROUGH THE USE OF THE SERVICES. ANY DECISION BY A RIDER TO

ACCEPT TRANSPORTATION FROM A DRIVER ON BEHALF OF SUCH RIDER, OR ON BEHALF OF SUCH RIDER'S DEPENDENT(S) OR OTHER PASSENGER(S), IS A DECISION MADE IN SUCH RIDER'S, AND IF APPLICABLE SUCH OTHER PASSENGER'S, SOLE DISCRETION. UJAMA HAS NO RESPONSIBILITY OR LIABILITY FOR ANY TRANSPORTATION SERVICE(S) PROVIDED TO ANY USER, DEPENDENT OR OTHER PASSENGER, BY ANY OTHER USER OF THE SERVICE.

**UJAMA DOES NOT PERFORM ANY BACKGROUND CHECKS ON USERS, OR SCREEN FOR OR GUARANTEE THE SUITABILITY, SAFETY OR ABILITY OF ANY DRIVER OR ANY DRIVER'S VEHICLE (DEFINED BELOW). YOU ACKNOWLEDGE AND AGREE THAT IT IS SOLELY YOUR RESPONSIBILITY TO DETERMINE IF ANY AND ALL DRIVERS, AND ANY AND ALL DRIVERS' VEHICLES, MEET YOUR NEEDS AND EXPECTATIONS. UJAMA WILL NOT PARTICIPATE IN DISPUTES BETWEEN YOU AND ANY DRIVER, OR ANY OTHER USER, ARISING OUT OF OR IN CONNECTION WITH ANY TRANSPORTATION SERVICE(S). BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU, YOUR CHILD OR OTHER DEPENDENT(S), AND OTHER PASSENGER(S) MAY BE EXPOSED TO DRIVERS, MATERIALS, PASSENGERS OR SITUATIONS THAT ARE UNSAFE, OFFENSIVE, HARMFUL TO MINORS, OR OTHERWISE OBJECTIONABLE. YOU ACKNOWLEDGE AND AGREE THAT ANY USE OF THE SERVICE IS AT YOUR OWN RISK AND JUDGMENT. UJAMA DOES NOT AND SHALL NOT HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO YOUR TRANSPORTATION SERVICE(S) OR RELATIONSHIP WITH ANY OTHER USER OF THE SERVICE.**

### 3. Eligibility.

- 3.1 **All Users.** You must be at least eighteen (18) years of age to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least eighteen (18) years of age; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with all applicable laws and regulations. If you are using the Service on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organization to these Terms and you agree to be bound by these Terms on behalf of that organization.
- 3.2 **Riders.** By agreeing to these Terms and using the Service as a Rider, you also represent and warrant that: (a) you are the legal guardian of every Dependent registered under your account in accordance with Section 4, and; (b) have been granted express written permission from the legal guardian of every Dependent of whom you are not legal guardian, to request and schedule, and otherwise use the Service, on behalf of such Dependent(s).
- 3.3 **Drivers.** By agreeing to these Terms and using the Service as a Driver, in addition to the foregoing, you further represent and warrant that: (a) you have a valid driver's license in the state in which you will be providing Transportation Service(s) ("**Territory**") with the appropriate level of certification to operate your Vehicle; (b) you have a mobile phone capable of downloading and using the App in order to provide Transportation Services; (c) your driver's record has no major violations (e.g. reckless driving, hit and run, etc.) within the preceding three (3) years, and no driving under the influence conviction within the past seven (7) years; (d) you have never been convicted of any sexual assault or sex offender

charges; and (e) you will comply with all applicable laws in your performance of these Terms and use of the Service, including holding and complying with all permits, licenses, registrations, traffic laws and other governmental authorizations necessary to provide Transportation Services using your Vehicle in connection with these Terms, and passenger transportation services to third parties in the Territory generally.

4. **Accounts and Registration.** To access most features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your e-mail address or other contact information. In order to offer useful recommendations for Transportation Service(s), we may also require you to provide additional scheduling information, such as information related to your family's schedule, extracurricular activities or your Dependent(s)' school name—this will allow our technology to infer which Drivers in your area might be able to conveniently and efficiently provide you with Transportation Service(s), and vice versa. In addition, as the Ujama intelligent eco-system depends on users recommending friends, family and other associates who they would trust to drive their own children, you may also be required to provide us with information related to your friends and other contacts, such as contact information from your phonebook on your mobile device or email contact list.

In addition, you must register to your account and with the Service any and all of your children, or other individuals on whose behalf you have been given parental consent to schedule Transportation Service(s) (e.g. nieces, nephews, step-children, etc.) (collectively, "**Dependent(s)**"), who you wish to participate in Transportation Services through the Service. Any Dependent who has not been registered with the Service and associated with your account may not receive any Transportation Service through the Service. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us at [support@ujama.co](mailto:support@ujama.co)

Subject to the foregoing, you may use the Service as the primary account-holder, which will give you ultimate user control over the account and make you the primary user registered to the account responsible for (but by no means limited to) billing matters ("**Primary Account Holder**"), and associate other users as secondary account-users ("**Secondary Account Users**"), or may yourself use the Service under your Primary Account Holder's account as a Secondary Account User. Secondary Account Users may use the Service and features under the primary account either as a Rider—authorized to schedule transportation on behalf of the Primary Account Holder's Dependent(s)—or as a Driver—authorized to drive the Primary Account Holder's Vehicle and provide the Transportation Service(s) that the Primary Account Holder has accepted, provided that (a) such Secondary Account User has downloaded the App and registered an account with the Service; (b) has agreed to, and meets all eligibility requirements set forth in, these Terms; and (c) every Rider who has requested the Transportation Service(s) authorizes such Secondary Account User-Driver to perform such Rider's Transportation Service Request (defined below) and otherwise provide Transportation Service(s) for such Rider, and such Rider's Dependent(s) and Other Passenger(s). Notwithstanding the foregoing, regardless of your status as a Primary Account Holder or Secondary Account User, you may not assign or otherwise transfer your

account to any other person or entity. You may not authorize any third party to use your account except as in accordance with, and expressly permitted by, this Section 4.

5. **Mobile Devices and Data Charges.** By creating an account, you agree that Ujama and other users may send you informational text (SMS) messages in connection with your standard use of the Service. You may opt-out of receiving text (SMS) messages through the Service at any time; however, you acknowledge that opting-out of receiving text (SMS) messages may impact and limit your use of the Service. Please be aware that your cellular carrier may charge fees in connection with your use of the Service. Use of the App on your device as an interface with the Service may consume large amounts of data through your data plan. You are responsible for any mobile charges that you may incur in connection with using our Service, including data charges. If you are not sure what those charges may be, you should ask your service provider before using the Service. You acknowledge and agree that Ujama is not responsible or liable for any fees, costs or overage charges associated with any data charges or data plan.

6. **Use of the Ujama Service.**

- 6.1 **Your Use of the Service**

- 6.1.1 **Riders.** You may schedule Transportation Service(s) for yourself, on behalf of Dependents, and on behalf of any other passengers, on whose behalf you have been given parental consent (if necessary) to arrange Transportation Service(s) and who will accompany you or your Dependent(s) during the desired Transportation Service, ("**Other Passengers**") through the App ("**Transportation Service Request**") by providing the necessary descriptive information for the desired Transportation Service(s), including (a) information related to the users and Dependent(s) who will be receiving Transportation Service(s), (b) the number of Other Passengers who will be participating in the Transportation Service(s), (c) the pick-up and drop-off locations, (d) the desired pick-up time and date, and (e) any other similar information prompted by, or required by the functionality of, the App (collectively, the "**Transportation Service Description**"). You may also be presented with an estimate of the applicable Charges (defined below) before you confirm your reservation. Upon submitting a Transportation Service Request and Transportation Service Description, you will be contacted by a Driver who has accepted your Transportation Service Request and has agreed to perform the Transportation Service(s). Both you and your Driver will have the ability to cancel such accepted Transportation Service Request for a reasonable period of time before the scheduled pick-up time, subject to Ujama's then-current cancellation policies; this cancellation period will be communicated to you via the App, email or phone number registered with us.

- 6.1.2 **Drivers.** After registering your Ujama account, you may be informed through the App, email or phone of Transportation Service Requests in your approximate geographic region and

which Ujama's technology platform has determined to conveniently fit your schedule and/or your routine driving routes. From time to time, you may receive notifications via text, email or the App from Ujama notifying you of a Transportation Service Request. This notification may include general information about the desired Transportation Service(s), such as the neighborhoods of the pick-up and drop-off locations and an estimate of the applicable Fare (defined below). Other Drivers in nearby geographic regions or with similar transit schedules may also receive notification of such Transportation Service Request. If you are the Driver to accept the Transportation Service Request, you may receive an additional notification that may include the Transportation Service Description.

## 6.2 **Your Relationship with other Users.**

6.2.1 **All Users; Riders.** Ujama does not provide transportation services, nor does it employ any drivers to provide any users with any transportation or other logistics services. You acknowledge that Ujama is merely a technology platform which facilitates users with the process of independently making connections with other users for the purposes of arranging carpools and general transportation. You acknowledge and agree that any Transportation Service(s) scheduled or received through the Service is an independent arrangement and agreement between you and the respective Driver, and not Ujama. As such, you acknowledge and agree that Ujama is not responsible or liable for the actions or inactions of any user in relation to you. You also acknowledge that you have read and understand the disclaimers set forth in Section 2 above, and agree that you, and not Ujama, are solely responsible for determining whether any and all Drivers, who have offered Transportation Service(s) or have accepted your Transportation Service Request, satisfy any safety needs or concerns you might have prior to the start of any Transportation Service.

6.2.2 **Drivers.** In addition to the foregoing, you acknowledge and agree that Ujama is not responsible or liable for the actions or inactions of any user in relation to you, your activities or your Vehicle. You shall have the sole responsibility for any obligations or liabilities to users or third parties that arise from your provision of Transportation Service(s). You acknowledge and agree that you are solely responsible for taking such precautions as may be reasonable and necessary (including maintaining adequate insurance that meets the requirements of all applicable laws) regarding any acts or omissions of a user or third party in connection with your use of the Service or provision of Transportation Service(s). You acknowledge and agree that, unless specifically authorized by a Rider, you may not transport or allow inside your Vehicle individuals other than users, Dependents and Other Passengers, during the provision of Transportation

Service(s). With the exception of stops for emergencies or stops that must be made to complete Transportation Service(s) for other Riders for whom you are simultaneously providing Transportation Service(s), you agree to transport all Riders, Dependents and/or Other Passengers directly to the destination specified in the Transportation Service Description, as directed by the applicable Rider, without unauthorized interruption or unauthorized stops.

### 6.3 **Your Relationship with Ujama.**

6.3.1 **All Users.** You acknowledge and agree that neither Ujama's provision of the App to you, nor access to and participation in the Service, creates any direct business relationship between you and Ujama. You acknowledge and agree that this Agreement is not an employment agreement, nor does it create an employment or contractor relationship, between you and Ujama; and no joint venture, partnership, or agency relationship exists between you and Ujama. You acknowledge and agree that Ujama does not directly receive revenue or collect any fees from users in connection with any transaction for or provision of any Transportation Service that you provide or receive through the Service. You acknowledge and agree that Ujama does not provide Drivers with any direct financial compensation for the provision of Transportation Services, and that Ujama does not and will not, at any point, owe you, or any other user, any wages, salary, revenue shares or any other form of financial compensation in connection with the use of the Service or provision of Transportation Service(s). You will not be entitled to any benefits paid or made available by Ujama to its employees. You also acknowledge and agree that you may not use the Service for any commercial purpose whatsoever. You have no authority to bind Ujama and you undertake not to hold yourself out as an employee, agent or authorized representative of Ujama. Where, by implication of mandatory law or otherwise, you may be deemed an agent or representative of Ujama, you undertake and agree to indemnify, defend (at Ujama's option) and hold the Ujama Entities (defined below) harmless from and against any claims by any person or entity based on such implied agency or representative relationship.

6.3.2 **Drivers.** In addition to the foregoing, if you are using the Service as a Driver, Ujama does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement, including in connection with your provision of Transportation 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 App or the Service. You retain the option, via the Service, to attempt to accept or decline or ignore a user's Transportation Service Request, or to cancel an accepted Transportation Service Request, subject to Ujama's then-current cancellation policies,

which you should regularly check for updates. You will determine, in your sole discretion, the manner and means by which you will provide and perform Transportation Services, subject to your compliance with all applicable laws and these Terms. Ujama will not reimburse you for any expenses incurred by you in connection with the provision of Transportation Service(s). You are solely responsible for all costs incurred by you in using the Service and providing Transportation Service(s). As between Ujama and you, you acknowledge and agree that: (a) you shall be solely responsible for determining the most effective, efficient and safe manner to perform each instance of Transportation Service(s); and (b) except for the Ujama App and Service, you shall provide all necessary equipment, tools and other materials, at your own expense, necessary to perform Transportation Service(s).

#### 6.4 Ratings.

6.4.1 **Riders.** You acknowledge and agree that: (a) after receiving Transportation Service(s), the Driver who provided you with such Transportation Service(s) may be prompted by the App to provide a rating of you, your Dependent(s) and/or your Other Passengers (such rating may be based on various factors such as your punctuality, for example) and, optionally, to provide comments or feedback about you and the Driver's interaction with you; and (b) after completion of any instance of Transportation Service, you may be prompted by the App to provide a rating of the Driver who provided the Transportation Service and, optionally, to provide comments or feedback about such Driver. You shall provide your ratings and feedback in good faith.

6.4.2 **Drivers.** You acknowledge and agree that: (a) after a Rider receives Transportation Service(s) provided by you, that Rider may be prompted by the App to provide a rating of you and the Transportation Service(s) (such rating may be based on various factors such as your punctuality upon pick-up, driving ability, Vehicle condition, and behavior, for example) and, optionally, to provide comments or feedback about you and your provision of Transportation Service(s); and (b) after completion of any instance of Transportation Service, you may also be prompted by the App to provide a rating of the Rider, and/or such Rider's Dependent(s) or Other Passenger(s), for whom you provided the Transportation Service and, optionally, to provide comments or feedback about such Rider, and/or such Rider's Dependent(s) or Other Passenger(s). You shall provide your ratings and feedback in good faith.

6.5 **Protection of Private Information.** You agree not to disclose to any third party (except as where reasonably necessary) any confidential or private data or information belonging to, or associated with any other user of the Service which you obtain in connection with your use of the Service, such as, for example,

phone numbers, addresses, and scheduling information that you might learn during your provision of Transportation Services.

## 7. Ujama In-App Credit System, Payment and Other Financial Information.

- 7.1 **Registration and Initial Credits.** After you have completed your account registration, Ujama will credit your account with Karma Points which you may use, only within and through the Ujama Service, to pay for Transportation Service(s), and which you may receive in connection with your use of the Service as a Driver from Riders in exchange for performing Transportation Service(s) for such Riders ("**Credits**").
- 7.2 **Riders, Credits and Charges.** You understand that you may be charged a Fare (defined below), and that your account may be charged one or more Credit(s) (including fractions thereof) corresponding with such Fare, in connection with any Transportation Service(s) that you receive through the Service ("**Charges**"). Payment of any and all Charges is due immediately upon completion of each instance of Transportation Service, and your Credit(s) will automatically be transferred to the relevant Driver to pay for the corresponding Fare. Payment of the Charges in such manner shall be considered the same as payment made directly by you the Driver. As between you and Ujama, Ujama reserves the right to establish, remove and/or revise Charges for any Transportation Service(s) obtained through the use of the Service at any time in its sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may periodically increase substantially, such as during times of peak demand for Transportation Services. Ujama will use reasonable efforts to inform you of the Charges that may apply, provided that you will be responsible for Charges incurred under your account regardless of your awareness of such Charges or the amounts thereof. Ujama may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services obtained through use the Service, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Service or the Charges applied to you. You may elect to cancel your Transportation Service Request(s) at any time prior to your Driver's arrival, in which case you may be charged Credits as a cancellation fee. Such cancellation may also affect your user rating.
- 7.3 **Purchasing Additional Credits.** Although Ujama will credit your account with Credits upon your initial registration with the Service, the amount of Credits that Ujama will provide you with will be finite and limited. In the event that your account does not have a sufficient number of Credits to request Transportation Service(s), you may want or need to purchase additional Credits through the Service to schedule Transportation Services. As such, access to and use of the Service or certain features of the Service, including the purchase of additional credits, may require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are in U.S. Dollars and are non-refundable. Ujama may change the fees for the Service or any feature of the Service, including by adding fees, on a going-forward basis at any time. Ujama will charge the payment method you specify at the time of purchase. You authorize Ujama to charge all sums as described on the Service, App or in these Terms, for the Service you select, to that payment method. If you



pay any fees with a credit card, Ujama may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

- 7.4 **Drivers, Credits and Fares.** If you provide Transportation Service(s) as a Driver for a Rider, you will be rewarded for your services with Credits. You are entitled to charge Credits for each instance of completed Transportation Service provided to a Rider ("**Fare**"), where such Fare is calculated based upon a base fare amount plus distance (as determined by Ujama using location-based services enabled through your mobile device) and/or time amounts, as well as other potential factors such as tolls paid, as detailed at Ujama's website or on the App for the applicable Territory ("**Fare Calculation**"). You acknowledge and agree that the Fare provided under the Fare Calculation is the only reward that you will receive in connection with each and every provision of Transportation Service, and that neither the Fare nor the Fare Calculation includes any gratuity. Upon completion of each instance of Transportation Service, Ujama will automatically facilitate the transfer of Credits to you on behalf of the Rider, and you agree that such transfer shall be considered the same as payment of Credits made directly by the Rider to you to pay for the relevant Fare. You acknowledge and agree that Riders may elect to cancel Transportation Service Requests that have been accepted by you via the App at any time prior to your arrival. In the event that a Rider cancels an accepted Transportation Service Request, Ujama may charge the Rider Credits as a cancellation fee on your behalf. If charged, this cancellation fee shall be deemed the Fare for the cancelled Transportation Service(s) for the purpose of remittance to you hereunder ("**Cancellation Fee**").
- 7.5 **Redemption of Credits.** When you have accumulated enough credits in your account, you may redeem them for rewards at any point in your sole discretion. If interested in redeeming your Credits for rewards, please visit our Reward Redemption Guidelines portal at <http://ujama.co/rewards>.

## 8. **Your Vehicle; Insurance.**

- 8.1 You acknowledge and agree that you and every vehicle that you use in the provision of Transportation Services in connection with your use of and participation in the Service (in each instance, your "**Vehicle**") shall at all times be: (a) properly registered and licensed to operate in the Territory; (b) owned or leased by you, or otherwise in your lawful possession; (c) suitable for performing the passenger transportation services contemplated by this Agreement and the Service; (d) maintained in good operating condition, consistent with industry safety and maintenance standards for a vehicle of its kinds and any additional standards or requirements in the Territory, and; (e) in clean and sanitary condition.
- 8.2 You also agree to maintain automobile liability insurance during the term of this Agreement that provides protection against bodily injury and property damage to third parties on all Vehicles at levels of coverage that satisfy the minimum requirements to operate a private passenger vehicle on public roads within the Territory. This coverage must also include any no-fault coverage required by law in the Territory that may not be waived by an insured. You understand and acknowledge that your personal automobile insurance policy may not afford

liability, comprehensive, collision, medical payments, personal injury protection, uninsured motorist, underinsured motorist, or other coverage for the Transportation Services you provide pursuant to this Agreement. If you have any questions or concerns about the scope or applicability of your own insurance coverage, it is your responsibility, not that of the Ujama, to resolve them with your insurer(s). Ujama may, in its sole discretion or as otherwise required by law, maintain during the term of this Agreement insurance related to your provision of the Transportation Services provided by you, provided that Ujama and its affiliates are not required to provide you with any specific insurance coverage for any loss to you or your Vehicle, or damage or harm caused by you. You acknowledge that you are required to, and agree to, promptly notify Ujama of any accidents that you are involved in that occur while providing Transportation Service(s), and to cooperate and provide all necessary information related thereto.

## 9. User Content

- 9.1 **User Content Generally.** Certain features of the Service may permit users to upload content to the Service, including messages, schedules and scheduling information, reviews, ratings, photos, video, images, folders, data, text, and other types of works (“**User Content**”) and to publish User Content on the Service. *You retain copyright and any other proprietary rights that you may hold in the User Content that you post to the Service.*
- 9.2 **Limited License Grant to Ujama.** By posting or publishing User Content, you grant Ujama a worldwide, non-exclusive, royalty-free right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify, and distribute your User Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed). Ujama’s use of your User Content may be without any compensation paid to you.
- 9.3 **Limited License Grant to Other Users.** By posting or sharing User Content with another user of the Service, you grant that user a non-exclusive license to access and use that User Content as permitted by these Terms and the functionality of the Service.
- 9.4 **User Content Representations and Warranties.** You are solely responsible for your User Content and the consequences of posting or publishing User Content. By posting or publishing User Content, you affirm, represent, and warrant that:
- a. you are the creator and owner of, or have the necessary licenses, rights, consents, and permissions, to use and to authorize Ujama and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section 9 and in the manner contemplated by Ujama, the Service, the App and these Terms; and
  - b. your User Content, and the use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii)

slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause Ujama to violate any law or regulation.

- 9.5 **User Content Disclaimer.** We are under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. Ujama may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when using the Service you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Ujama with respect to User Content. We expressly disclaim any and all liability in connection with User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, Ujama does not permit copyright-infringing activities on the Service.
10. **Feedback.** In the event that you provide Ujama with any comments, questions, data, ideas, descriptions of processes, recommendations or other information related to the Service, or any portion thereof ("**Feedback**"), you agree that Ujama shall have, and you hereby grant Ujama, a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license (including the right to sub-license) to use, reproduce, distribute, publicly perform, publicly display, transmit, modify, create derivative works of and otherwise exploit such Feedback without restriction.
11. **Digital Millennium Copyright Act**
- 11.1 **DMCA Notification.** We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on the Service, you may contact our Designated Agent at the following address:

Ujama Incorporated  
19925 Stevens Creek Blvd, Suite 100, Cupertino, CA 95014  
E-mail: [copyright@ujama.co](mailto:copyright@ujama.co)

Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- b. a description of the copyright-protected work or other intellectual property right that you claim has been infringed;
- c. a description of the material that you claim is infringing and where it is located on the Service;

- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the use of those materials on the Service is not authorized by the copyright owner, its agent, or the law; and
- f. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

11.2 **Repeat Infringers.** Ujama will promptly terminate without notice the accounts of users that are determined by Ujama to be "repeat infringers." A repeat infringer is a user who has been notified of infringing activity or has had User Content removed from the Service at least twice.

12. **Prohibited Conduct.** BY USING THE SERVICE YOU AGREE NOT TO:

- 12.1 use the Service for any illegal purpose or in violation of any local, state, national, or international law;
- 12.2 engage in any behavior that is violent, threatening, harassing, discriminatory, racist, sexist, harmful, sexual, hateful or otherwise offensive while providing Transportation Service(s) or otherwise using the Service;
- 12.3 perform Transportation Service(s) in a reckless or dangerous manner, including texting or drinking alcohol while driving, intentionally disobeying traffic laws, and excessive speeding;
- 12.4 consume any alcohol, illegal substance, or any other substance that might impair your driving ability prior to or during the provision of Transportation Service(s);
- 12.5 expose any Rider, Dependent or Other Passenger to any harmful materials, including weapons, open alcohol, any illegal substances, any legal substances which are not properly secured or closed, and pornographic or other obscene or offensive materials;
- 12.6 use any information gained through your use of the Service that is related to any other user, or any other user's Dependent(s) or Other Passenger(s), to contact, communicate, or otherwise interact with such user, or such user's Dependent(s), Other Passenger(s) or family, except with the express consent of such user prior to any communication initiated by you other than as solely in connection with the use of and participation in the Service;
- 12.7 use the Service for any commercial, non-personal purpose;
- 12.8 violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- 12.9 post, upload, or distribute any User Content or other content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;

- 12.10 interfere with security-related features of the Service, including by: (a) disabling or circumventing features that prevent or limit use or copying of any content; or (b) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
- 12.11 interfere with the operation of the Service or any user's enjoyment of the Service, including by: (a) uploading or otherwise any disseminating virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Service; (c) attempting to collect, personal information about another user or third party without consent; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service, or violating any regulation, policy, or procedure of any network, equipment, or server;
- 12.12 perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, falsifying your age or date of birth, or falsifying any other information that you are prompted to provide such as, for example, information related to your schedule or your Dependent(s);
- 12.13 sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 17) or any right or ability to view, access, or use any Material; or
- 12.14 attempt to do any of the acts described in this Section 12, or assist or permit any person in engaging in any of the acts described in this Section 12.
13. **Third-Party Services and Linked Websites.** Ujama may provide tools through the Service that enable you to export information, including User Content, to third party services, including through features that allow you to link your account on Ujama with an account on the third party service, such as Twitter or Facebook, or through our implementation of third party buttons (such as "like" or "share" buttons). By using one of these tools, you agree that we may transfer that information to the applicable third-party service. Third party services are not under our control, and we are not responsible for any third party service's use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under our control, and we are not responsible for their content.
14. **Termination of Use; Discontinuation and Modification of the Service.** If you violate any provision of these Terms, your permission from us to use the Service will terminate automatically. In addition, Ujama may in its sole discretion terminate your user account on the Service or suspend or terminate your access to the App or Service at any time, with or without notice. We also reserve the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service) without notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service. You may terminate your account at any time by contacting customer service at support@ujama.co. If you terminate your account, you remain obligated to pay all outstanding fees, if any, relating to your use of the Service incurred prior to termination. In the event that your account is terminated,

Ujama will refund any unused portions of prepaid fees (i.e. unused Credits remaining in your account) within a reasonable amount of time after the effective date of termination.

**15. Privacy Policy; Additional Terms**

**15.1 Privacy Policy.** Please read the [Ujama Privacy Policy](#) carefully for information relating to our collection, use, storage and disclosure of your personal information. The Ujama Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

**15.2 Additional Terms.** Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the "**Additional Terms**"), such as end-user license agreements for any downloadable software applications, or rules that applicable to a particular aspect of or content on the Service, subject to Section 16 below. All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

**16. Modification of these Terms.** We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, you will be required to accept the modified Terms in order to continue to use the Service. Material modifications are effective upon your acceptance of the modified Terms. Immaterial modifications are effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

**17. Ownership; Proprietary Rights.** The Service is owned and operated by Ujama. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the App and Service ("**Materials**") provided by Ujama are protected by intellectual property and other laws. All Materials contained in the Service are the property of Ujama or our third-party licensors. Except as expressly authorized by Ujama, you may not make use of the Materials. Ujama reserves all rights to the Materials not granted expressly in these Terms.

**18. Indemnity.** You agree that you will be responsible for your use of the Service, and you agree to defend and indemnify Ujama and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the "**Ujama Entities**") from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) your access to, use of, or alleged use of, the Service, (b) your provision of any Transportation Service(s) through the Service, including any bodily injury, death, emotional distress, or other damages or harm that result therefrom; (c) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (d) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (e) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification

obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

**19. Disclaimers; No Warranties; Waiver**

THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE UJAMA ENTITIES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE UJAMA ENTITIES DO NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. THE UJAMA ENTITIES DO NOT GUARANTEE THE AVAILABILITY OR UPTIME OF THE SERVICE, INCLUDING UPTIME OF THE APP. YOU ACKNOWLEDGE AND AGREE THAT SERVICE OR APP MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON (e.g., DUE TO SCHEDULED MAINTENANCE OR NETWORK FAILURE). FURTHER, THE SERVICE OR APP MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THE UJAMA ENTITIES ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE UJAMA ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL RISK, ON BEHALF OF YOURSELF, YOUR DEPENDENT(S) AND OTHER PASSENGER(S) (IF APPLICABLE), FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE, YOUR DEALING WITH ANY OTHER SERVICE USER, YOUR PROVISION OR RECEIPT OF TRANSPORTATION SERVICE(S), AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICE, AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN MATERIALS OR CONTENT THROUGH THE SERVICE AND ANY ASSOCIATED SITES OR SERVICES, AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICE OR THE DOWNLOAD OR USE OF THAT MATERIAL OR CONTENT.

**IN ADDITION, AND FOR AVOIDANCE OF DOUBT, UJAMA DOES NOT PERFORM BACKGROUND CHECKS ON ANY USERS, INCLUDING BACKGROUND CHECKS FOR CRIMINAL HISTORY OR MOTOR VEHICLE SAFETY. UJAMA DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF ANY DRIVER OR ANY DRIVER'S RESPECTIVE VEHICLE. THE PROVISION AND QUALITY OF TRANSPORTATION SERVICE(S) REQUESTED THROUGH THE USE OF THE SERVICE IS ENTIRELY THE RESPONSIBILITY OF EACH RELEVANT USER. UJAMA MAKES NO WARRANTY, AND UNDER NO CIRCUMSTANCE ACCEPTS ANY LIABILITY IN CONNECTION WITH OR ARISING FROM, ANY PROVISION OF, REQUEST FOR, OR OTHER PARTICIPATION IN TRANSPORTATION SERVICE(S), THE CONDITION OF THE VEHICLES IN WHICH TRANSPORTATION SERVICES ARE PERFORMED, ANY ACTS, ACTION, BEHAVIOR, CONDUCT, OR NEGLIGENCE ON THE PART OF ANY USER, DRIVER, RIDER, DEPENDENT OR OTHER PASSENGER, OR ANY LOSS OF OR DAMAGE TO ANY USER'S, DRIVER'S, RIDER'S, DEPENDENT'S, OTHER PASSENGER'S OR ANY OTHER THIRD PARTY'S PROPERTY OR PERSON, DURING, AFTER OR IN ANY CONNECTION WITH ANY INSTANCE OF TRANSPORTATION SERVICE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICE, AND ANY SERVICE REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.**

YOU ACKNOWLEDGE THAT YOU HAVE READ THE DISCLAIMERS THROUGHOUT THIS AGREEMENT, INCLUDING THOSE SET FORTH IN SECTION 2 AND IN THIS SECTION 19, AND UNDERSTAND THE VARIOUS RISKS ASSOCIATED WITH ANY USE OF THE SERVICE. YOU ALSO ACKNOWLEDGE THAT ANY AGREEMENT FOR THE PROVISION OR RECEIPT OF TRANSPORTATION SERVICE(S) IS AN AGREEMENT BETWEEN YOU AND ANOTHER USER, NOT UJAMA. YOU AGREE THAT YOU KNOWINGLY AND FREELY ASSUME THE ENTIRE RISK OF USING THE SERVICE, INCLUDING THOSE ASSOCIATED WITH THE PROVISION OR RECEIPT OF TRANSPORTATION SERVICE(S).

SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

## **20. Limitation of Liability**

IN NO EVENT WILL THE UJAMA ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, YOUR PROVISION OF ANY TRANSPORTATION SERVICE(S), OR YOUR (OR ANY DEPENDENT'S OR OTHER PASSENGER'S) RECEIPT OF ANY TRANSPORTATION SERVICE(S), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND



WHETHER OR NOT ANY UJAMA ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

YOU AGREE THAT THE AGGREGATE LIABILITY OF THE UJAMA ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, INCLUDING ANY TRANSPORTATION SERVICE(S) PROVIDED OR RECEIVED, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO UJAMA FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE CLAIM; OR (B) \$100.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 20 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

21. **Governing Law.** These Terms are governed by the laws of the State of California without regard to conflict of law principles. If a lawsuit or court proceeding is permitted under these Terms, you and Ujama agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Santa Clara, California for the purpose of litigating any dispute. We operate the Service from our offices in California, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.
22. **General.** These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Ujama regarding your use of the Service. Except as expressly permitted above, these Terms may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, any provision that by its nature or express terms should survive, will survive, including Sections 2, 3, 6.2, 6.3, 6.5, 7.3 7.4, and 10 through 25.

23. **Dispute Resolution Regarding Disputes between You and Other Users.** As Ujama does not provide any Transportation Service(s) and is therefore does not participate in the provision of any Transportation Service(s), in the event that you (including your Dependent(s) and Other Passenger(s) (where applicable)) have a dispute with any other user (or their respective Dependent(s), or Other Passenger(s)), you agree to address such dispute directly with such user. If such a dispute arises, Ujama may, in its sole discretion, facilitate communication between you and the user with whom you have a dispute in connection with such dispute, but you acknowledge and agree that Ujama will by no means be expected or obligated to do so.

24. **Dispute Resolution and Arbitration between You and Ujama**

24.1 **Generally.** In the interest of resolving disputes between you and Ujama in the most expedient and cost effective manner, you and Ujama agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND UJAMA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

24.2 **Exceptions.** Despite the provisions of Section 24.1, we both agree that nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either of us to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.

24.3 **Arbitrator.** Any arbitration between you and Ujama will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "**AAA Rules**") of the American Arbitration Association ("**AAA**"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Ujama.

24.4 **Notice; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or if we do not have a physical address on file for you, by electronic mail ("**Notice**"). Ujama's address for Notice is: Ujama Incorporated, 10493 Peralta Court, Cupertino, CA 95014. The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("**Demand**"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or Ujama may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Ujama must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If our dispute is finally resolved through arbitration

in your favor, Ujama will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by Ujama in settlement of the dispute prior to the arbitrator's award; or (iii) \$1,000.

- 24.5 **Fees.** If you commence arbitration in accordance with these Terms, Ujama will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in [Santa Clara County] [California], but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand 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 fees will be governed by the AAA Rules. In that case, you agree to reimburse Ujama for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
- 24.6 **No Class Actions.** YOU AND UJAMA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Ujama agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
- 24.7 **Modifications.** If Ujama makes any future change to this arbitration provision (other than a change to Ujama's address for Notice), you may reject the change by sending us written notice within 30 days of the change to Ujama's address for Notice, in which case your account with Ujama will be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject will survive.
- 24.8 **Enforceability.** If Section 24.6 is found to be unenforceable or if the entirety of this Section 24 is found to be unenforceable, then the entirety of this Section 24 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 21 will govern any action arising out of or related to these Terms.
25. **Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
26. **Contact Information.** The Service is offered by Ujama Incorporated located at 10493 Peralta Court Cupertino CA 95014. You may contact us by sending correspondence to that

address or by emailing us at [support@ujama.co](mailto:support@ujama.co). If you are a California resident, you may have these Terms mailed to you electronically by sending a letter to the address above with your electronic mail address and a request for these Terms.