

Kidcaboo – Terms of Use

Effective Date: June 2022

The following terms of use (this “**Agreement**”) constitute a binding legal agreement between you and Kidcaboo, LLC (collectively, “**we**”, or other first-person pronouns). This Agreement governs your use of our website, www.kidcaboo.com (“**Site**”), our mobile applications (each, an “**Application**”) and your use and participation in any related services provided through either (together with the Site and Application, the “**Services**”). If you do not agree to the terms and conditions of this Agreement, do not use the Services.

BY CLICKING THE BOX NEXT TO THE LANGUAGE ON THE SITE OR APPLICATION WHICH STATES “I AGREE TO THE KIDCABOO TERMS OF USE”, OR BY INSTALLING, ACCESSING AND USING THE KIDCABOO APPLICATION, SITE, AND/OR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL SUPPLEMENTAL TERMS AND POLICIES INCORPORATED HEREIN.

IF YOU DO NOT ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT AND ALL KIDCABOO SUPPLEMENTAL TERMS AND POLICIES, OR IF YOU DO NOT HAVE SUCH AUTHORITY TO DO SO, YOU ARE NOT PERMITTED TO USE THE KIDCABOO SERVICES AND SHOULD CEASE DOING SO IMMEDIATELY.

PLEASE NOTE THAT THIS AGREEMENT, INCLUDING THE KIDCABOO CODE OF CONDUCT, OUR PRICING POLICY, CANCELLATION POLICY OR OTHER POLICIES, ARE SUBJECT TO CHANGE BY KIDCABOO IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, we may make a new copy of this Agreement available for your review. We may also update the “**Effective Date**” at the top of this Agreement. If we make any material changes, and you have registered with us to create an Account we may send an email to you at the last email address you provided to us. Any changes to this Agreement will be effective immediately for Users. We may require you to provide consent to the updated Terms in a specified manner before further use of the Services is permitted. If you do not agree to any change(s), you will stop using the Services. Otherwise, your continued use of the Application, Site, Services and the information and content available in any of the foregoing (collectively the “**Kidcaboo Properties**”) constitutes your acceptance of such change(s).

- 1. No Transportation Services.** KIDCABOO DOES NOT PROVIDE TRANSPORTATION SERVICES AND IS NOT A TRANSPORTATION CARRIER. IT IS UP TO INDEPENDENT, THIRD-PARTY DRIVERS OR VEHICLE OPERATORS TO OFFER TRANSPORTATION SERVICES THAT ARE ARRANGED THROUGH USE OF OUR SERVICES. KIDCABOO OFFERS INFORMATION AND A METHOD TO ARRANGE SUCH THIRD-PARTY TRANSPORTATION SERVICES, BUT DOES NOT AND DOES NOT INTEND TO PROVIDE TRANSPORTATION SERVICES OR ACT IN ANY WAY AS A TRANSPORTATION CARRIER AND HAS NO RESPONSIBILITY OR LIABILITY FOR ANY TRANSPORTATION SERVICES PROVIDED TO YOU BY SUCH THIRD-PARTIES.
- 2. Warranties and Representations.** BY USING THE KIDCABOO SERVICES, YOU: **(A)** ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT (WHICH INCLUDES ANY APPLICABLE SUPPLEMENTAL TERMS OR POLICIES) AND THAT YOU HAVE READ AND UNDERSTOOD THE PRIVACY POLICY; **(B)** REPRESENT THAT YOU ARE A HUMAN INDIVIDUAL THAT IS EIGHTEEN (18) YEARS OF AGE OR OLDER; AND **(C)**

REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT, (i) PERSONALLY, (ii) IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, ORGANIZATION, GOVERNMENT AGENCY, NONPROFIT, SCHOOL OR OTHER ENTITY (EACH, AN “**ENTERPRISE CUSTOMER**”), ON BEHALF OF THAT ENTERPRISE CUSTOMER AS ITS LEGALLY AUTHORIZED REPRESENTATIVE AND TO BIND SUCH ENTERPRISE CUSTOMER TO THE TERMS OF THIS AGREEMENT, AND (iii) IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF ANOTHER INDIVIDUAL, ON BEHALF OF THAT INDIVIDUAL AS ITS LEGALLY AUTHORIZED REPRESENTATIVE AND TO BIND SUCH INDIVIDUAL TO THE TERMS OF THIS AGREEMENT.

FURTHER, YOU WARRANT AND REPRESENT THAT ANY AND ALL INFORMATION THAT YOU PROVIDE TO KIDCABOO IS ACCURATE AND VALID. YOU WILL NOT USE THE SERVICES IN ANY WAY THAT VIOLATES THE RIGHTS OF THIRD-PARTIES, AND YOU AGREE TO COMPLY WITH ANY AND ALL APPLICABLE LOCAL, NATIONAL, STATE, PROVINCIAL, AND INTERNATIONAL LAWS, TREATIES, AND REGULATIONS. GIVEN THE GLOBAL NATURE OF THE INTERNET, YOU AGREE TO COMPLY WITH ALL LAWS AND RULES WHERE YOU RESIDE OR WHERE YOU USE THE SERVICES. THE SITE, APPLICATION, AND SERVICES ARE OPERATED IN THE UNITED STATES AND KIDCABOO MAKES NO REPRESENTATION THAT ITS SITE, APPLICATION, AND/OR SERVICES ARE APPROPRIATE, LAWFUL, OR AVAILABLE FOR USE IN OTHER LOCATIONS.

3. Kidcaboo Services.

- a. **Generally.** Kidcaboo provides a service to connect (a) individuals or entities, such as parents or Enterprise Customers, who want to arrange transportation services (“**Arrangers**”) for (i) family members, (ii) members of other Account-holders’ family, (iii) students, (iv) clients, and/or (v) other riders for whom you are legally authorized to arrange Rides (defined below) (collectively, “**Riders**”) with (b) drivers authorized to provide transportation services using their own vehicles (“**Driving Nannies**”). A “**Ride**” is defined as a one-way transportation trip. Arrangers, Driving Nannies, and other users of the Kidcaboo Properties are defined as “**Users**”.
- b. **Riders and Participants.** As an Arranger, you have the ability under your Account to add Riders for whom you will be arranging Rides and to provide certain information about such Riders. As an Arranger, for each Rider you add to your Account, you represent and warrant that you have all authorizations, consents and approvals to provide any information you submit about such Rider. Riders can be included in the Accounts of multiple Arrangers (e.g., parent and school). Arrangers can also invite other Arrangers to participate in a Ride they arrange (“**Participants**”). Participants will need to create an Account in order to access or use the Services. Arrangers can set and edit the permissions for each such Participant (for example to view a Ride’s progress, schedule Rides, or make changes to a Ride). Arrangers will have the ability to approve or reject any scheduled Rides or Ride changes.
- c. **Other Features.** The Services also allow Arrangers and Driving Nannies to communicate with and contract with each other, and may allow for Arrangers to provide feedback about Driving Nannies and Rides.
- d. **Carpool.** The Services include an ability for multiple Arrangers to arrange a shared Ride for their Rider(s) (a “**Carpool**”). One Arranger can initiate the Carpool and invite

Participants to join the Ride. Each Arranger or Participant, as applicable, pays for a share of the fare upon completion of the Ride. For Carpools, the Riders must have at least one of either the pickup or drop-off in common. Carpool Arrangers can book a single Carpool or multiple, repeating Carpools and invited Participants can accept one or more of such multiple Carpools.

- e. **Additional Services.** We may from time to time offer additional offerings as part of the Services, including the provision of short-term child care, either at Rider's originating destination or their final destination.
- f. **Not for Use by Children.** CHILDREN UNDER THE AGE OF 13 MAY NOT USE OUR APPLICATION, SITE OR SERVICES.
- g. **Supplemental Terms.** The Arranger Supplemental Terms are incorporated by reference herein for any Arrangers. By agreeing to this Agreement, Arrangers shall be subject to and bound by the Arranger Supplemental Terms.

4. Requirements for Use of Our Site and Services. In order to use the Kidcaboo Properties as a User:

- a. You represent and warrant that you are at least eighteen (18) years of age.
- b. You must create an Account to schedule a Ride as an Arranger or to access or use the Services as a Participant. You agree not to create an Account using a false identity or this information, or on behalf of someone other than yourself unless you have been granted the legal authority to do so. You shall have no ownership or other property interest in your Account.
- c. You must safeguard your username and password information; you may not share this information with anyone else and are responsible for all activity under your Account. You agree that you shall monitor your Account to restrict use by minors and you shall not allow your children to use your Account.
- d. You agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Services' registration form.
- e. Kidcaboo reserves the right to remove or reclaim any usernames at any time and for any reason.
- f. You must treat all information about Users, including profile information about Driving Nannies, Arrangers, and Riders, and other User Submissions (defined below) as confidential information. You may use this information only for the purpose of fulfilling your obligations as a participant in the Services, and you may not share this information with any third party.

5. Arranger Supplemental Terms. These Arranger Supplemental Terms are intended to supplement this Agreement and apply to all Arrangers using the Kidcaboo Properties in their capacity as Arrangers.

a. Requirement for Arrangers.

- i. If you are an Arranger, you must fully and accurately complete the creation of an Account, and immediately update the Account information if there are any changes to it.

- ii. Arranger will inform Kidcaboo regarding any health concerns or any specific instructions regarding the pickup or drop-off of a Rider for communication to the Driving Nanny.
 - iii. Arranger represents and warrants that Arranger will have and maintain (i) all necessary rights to schedule a Ride on behalf of your Rider and (ii) all necessary permissions to enable Driving Nanny to pick up Rider(s) from the applicable pickup location and drop-off Rider(s) at the applicable destination.
 - iv. Where an Arranger is not the parent or guardian of the Rider for whom they are arranging a Ride, Arranger (i) represents and warrants that Arranger is legally authorized to arrange Rides on behalf of such Rider by the parents or legal guardians of such Riders ("Parents"), (ii) represents and warrants that Arranger has all consents and approvals from the Parents necessary for Kidcaboo to provide the Services, (ii) will provide any documentation reasonably requested by Kidcaboo regarding the authorizations, consents and approvals in subsections (i) and (ii).
 - v. You agree not to circumvent our Services to interact with a Driving Nanny outside of our Services.
 - vi. Arrangers will ensure that all Riders: (1) comply with all Kidcaboo Rules (and Arranger will be responsible for any noncompliance); and (2) are available at the designated place promptly at the scheduled pick-up time and in the exact location noted on any specific instructions provided by the Arranger. Driving Nannies will wait 5 minutes after the scheduled pickup time before contacting Kidcaboo for more information. In no event shall a Driving Nanny be required to wait more than 15 minutes for a Rider.
 - vii. Agree to keep their Account secure from unauthorized access.
 - viii. We reserve the right to refuse any potential Arranger or to suspend or terminate any Arranger's Account at any time, for any reason or no reason.
 - ix. We reserve the right to refuse any potential Arranger or Rider or to suspend or terminate any Arranger's or Rider's eligibility to obtain Rides at any time, for any reason or no reason.
- b. How to Arrange a Ride.** Arrangers shall arrange Rides for Riders through the Application. Arrangers will provide the necessary descriptive information for the desired Ride through the Services, including, without limitation, (i) the Rider(s) who will be participating in the Ride, (ii) the pick-up and drop-off locations, and (iii) the desired pick-up time or drop-off time, and date (collectively, the "Ride Description"). Arrangers will input their requests prior to any given Ride and certain Driving Nannies will be able to review those requests and claim those Rides. A RIDE REQUESTED IS NOT A GUARANTEE THAT A RIDE WILL BE CLAIMED OR PROVIDED BY A DRIVING NANNY. ALL RIDES MUST BE CONFIRMED BY KIDCABOO. Although Arrangers will be notified of the matched Driving Nanny prior to the Ride, Arrangers acknowledge that Driving Nannies may change prior to a Ride and following such notification to the Arranger. Arrangers will be presented with an estimation of applicable "Ride Fees" (as such term is defined in the Pricing Policy) before you confirm your request. Through the Services, upon requesting a Ride to be scheduled, you will be contacted by Kidcaboo on behalf of a Driving Nanny who has claimed your Ride.
- c. Promotions.** From time to time, we may elect to run or otherwise make available promotional offers, deals and/or codes through Services. We may establish and modify, in our sole discretion, the terms of such offer and suspend or end such offer at any point,

with or without notice to you. We reserve the right, in our sole discretion, to reject or refuse to honor any special deal or promotional code you submit to, or otherwise attempt to redeem on, the Application or Services. Promotional codes are generally limited to one use per customer. We may post additional terms of a promotion on the Kidcaboo Properties.

- d. Cancellation of Rides.** There are specific cancellation windows for any Ride and you will be charged if you fail to show and fail to cancel the reservation within the cancellation window. Please see the Cancellation Policy for details on these cancellation periods and applicable fees. Kidcaboo reserves the right to charge you cancellation fees and/or no-show fees. Depending on the Rides booked and the circumstances of the cancellation or no-show, such fees range from a flat-fee to the full quoted fare. You hereby authorize any such charges and fees.
- e. Effect of Termination.** After termination or suspension of your status as an Arranger, you may no longer arrange Rides for Riders using the Services.
- f. Ride Contracts.** The provision of Rides involves a direct contractual relationship between an Arranger and a Driving Nanny, and Arrangers and Driving Nannies agree that they will contract directly with one another for the provision of Rides. You, and (if applicable) on behalf of your Rider acknowledge and agree that this contractual relationship is formed when a Driving Nanny agrees to provide a Ride through the Services. In such instance, subject to the Driving Nanny's and Arranger's right to cancel such Ride during the applicable cancellation period, the Arranger agrees to pay for and the Driving Nanny agrees to perform the Ride in accordance with the following terms and agreements: (1) this Agreement, (2) the Pricing Policy, (3) the Ride Description, and (4) the Ride Fees (collectively, a "Ride Contract"). You also acknowledge and agree that each of your Ride Contracts will include, without limitation, the following terms:

 - i.** Upon the completion of the Ride, Arranger is responsible for and shall pay the applicable Ride Fees. Driving Nanny will not receive any payment until Arranger pays the Ride Fees and Arranger remains responsible for all applicable Ride Fees.
 - ii.** Arranger acknowledges that Kidcaboo does not, in any way, direct or control Driving Nanny's provision of Rides to Riders.
 - iii.** Arranger agrees to indemnify and hold harmless Kidcaboo from any and all claims arising out of or related to your Ride Contract, including but not limited to claims arising out of the arrangement of Rides by Arranger.
 - iv.** Kidcaboo offers a technology platform to provide the Services and is not involved in the provision of Rides. Kidcaboo's sole responsibility with respect to Ride Contracts is limited to (i) facilitating the availability of the Services, and (ii) serving as the limited authorized agent of the Driving Nannies for the purpose of accepting payments from Arrangers on behalf of the Driving Nannies and transmitting such payments to the Driving Nannies as described herein.
- g.** IF YOU DO NOT ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT AND ALL KIDCABOO SUPPLEMENTAL TERMS AND POLICIES, INCLUDING KIDCABOO'S PRIVACY POLICY, OR IF YOU DO NOT HAVE SUCH AUTHORITY TO CONSENT TO THESE SUPPLEMENTAL TERMS, YOU ARE NOT PERMITTED TO USE THE

KIDCABOO APPLICATION, SITE OR SERVICES AND SHOULD CEASE DOING SO IMMEDIATELY.

- h.** INSTALLING, ACCESSING AND USING THE KIDCABOO APPLICATION, SITE OR SERVICES, CONSTITUTES 1) YOUR FULL UNDERSTANDING, ACCEPTANCE OF AND AGREEMENT WITH THIS AGREEMENT AND ALL SUPPLEMENTAL TERMS AND POLICIES, INCLUDING KIDCABOO'S PRIVACY POLICY; 2) YOUR ELECTRONIC SIGNATURE ON THIS AGREEMENT AND ALL SUPPLEMENTAL TERMS AND POLICIES, INCLUDING KIDCABOO'S PRIVACY POLICY; AND 3) YOUR CONSENT TO EXECUTE THIS AGREEMENT AND ALL OTHER KIDCABOO SUPPLEMENTAL TERMS, POLICIES, INCLUDING OUR PRIVACY POLICY, ELECTRONICALLY EFFECTIVE IMMEDIATELY.

6. Deactivation of Account

- a.** Kidcaboo may immediately deactivate your Account if you violate this Agreement or the then-current Kidcaboo Code of Conduct.
- b.** You may not participate as an Arranger or Participant or use the Applications or Services after your Account has been deactivated unless and until re-authorized by Kidcaboo.

- 7. Communication from Kidcaboo.** By providing your cell phone number and using the Services, you hereby affirmatively consent calls and text message/SMS communication from Kidcaboo and other Users, including Driving Nannies and Arrangers, in order to perform and improve the Services. We do not charge for this Service. However, you are responsible for all message and data rates that may be charged from your carrier for these messages. You may opt-out from these messages by emailing legal@kidcaboo.com or responding "STOP" to any mobile text messages received from Kidcaboo. By opting out, you will no longer be able to use the Services, as such communications are necessary for providing the Services. Notwithstanding any opt-out, we may contact you with any method available (call, text, or email) in the case of an emergency. We will not be liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from your mobile service operator.

8. Intellectual Property Ownership and License.

- a.** You acknowledge and agree that Kidcaboo is the owner of, or has rights in and to, the Kidcaboo Properties, including, but not limited to, all intellectual property rights. The Kidcaboo Properties are protected by all applicable laws and you are expressly prohibited from using the Services for any purposes not explicitly stated in this Agreement.
- b.** All trademarks (common law or registered) and copyrights (common law or registered) displayed on the Kidcaboo Properties are the property their respective owners. Specifically, all content featured on the Kidcaboo Properties are copyrighted and owned by Kidcaboo, unless otherwise stated. All Kidcaboo marks are the property of Kidcaboo, including, but not limited to, KIDCABOO and all Kidcaboo logos. The Site and Application's look and feel, color selections, layout, and arrangement, is the trade dress of Kidcaboo. You are prohibited from using Kidcaboo's trademarks, service marks, and trade dress, or any colorable imitation of the same, to indicate any source of sponsorship, affiliation, connection, or association with your goods or services without the prior written consent of Kidcaboo.

- c. Kidcaboo hereby grants you a limited, non-exclusive, non-sublicensable, royalty free, non-assignable, and revocable license to use the Kidcaboo Properties for their customary and intended purposes. Violation of the terms of this Agreement or use of the Kidcaboo Properties for use outside of their customary and intended purposes will result in the termination of this license. The license is revocable at any time, and rights not expressly granted in this Agreement are reserved to Kidcaboo.

9. Prohibited Uses. As a condition of use, you agree not to use Kidcaboo Properties for any purpose that is prohibited by this Agreement or by applicable law. You shall not (and shall not permit any third-party) either to take any action or make available any User Submissions on or through Kidcaboo Properties that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales without Kidcaboo's prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including any employee or representative of Kidcaboo; (vi) interferes with or attempts to interfere with the proper functioning of Kidcaboo Properties or uses Kidcaboo Properties in any way not expressly permitted by this Agreement; or (vii) attempts to engage in or engage in, any potentially harmful acts that are directed against Kidcaboo Properties, including but not limited to violating or attempting to violate any security features of Kidcaboo Properties, using manual or automated software or other means to access, "scrape," "crawl" or "spider" any pages contained in Kidcaboo Properties, introducing viruses, worms, or similar harmful code into Kidcaboo Properties, or interfering or attempting to interfere with use of Kidcaboo Properties by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" Kidcaboo Properties.

10. User Submissions. The Kidcaboo Properties may enable you to post, upload, e-mail, transmit or otherwise make available, your own user generated content, information, data or materials through the Services ("**User Submissions**"). User Submissions are the sole responsibility of the party from whom such User Submissions originated. You grant us a non-exclusive, fully-paid, world-wide, transferable, perpetual, irrevocable, royalty-free license, with the right to grant sublicenses, to display, publicly perform, distribute, store, transcode, broadcast, transmit, reproduce, edit, modify, create derivative works, and otherwise use your User Submissions in any manner, in any medium, for any purpose in connection with Kidcaboo, the Site or the Services. You acknowledge and agree that you have no expectation of compensation, privacy, or confidentiality with respect to any User Submission. User Submissions may be available to other Users (such as Driving Nannies and Arrangers). We may refuse or remove User Submissions at any time. You represent and warrant that you own all rights in your User Submissions or you have acquired all necessary rights in your User Submissions to enable you to grant Kidcaboo the rights in your User Submissions described above. We have no obligation to pre-screen User Submissions or any other content on the Site or Services, although we reserve the right in our sole discretion to pre-screen, refuse or remove such content.

11. Feedback. If you provide us with any suggestions or feedback, you hereby assign to Kidcaboo all right, title, and interest to any such feedback regarding the Kidcaboo Properties, in any and all forms, and all property rights therein, including, without limitation, all patent, copyright, trade secret, trademark, moral right, or other intellectual property rights.

12. Mobile Devices. The Kidcaboo Properties are fully accessible via a mobile device. To the extent you access the Services through a mobile device, your wireless carrier's standard charges, rates, and fees may apply. Kidcaboo is not responsible for any fees or errors that occur while accessing the Services via mobile device.

13. Mobile Application. When accessing and using the Application as downloaded from the Apple App Store and/or Google Play Store, Users agree to the following:

- a. This Agreement is entered into between Kidcaboo and the User only, not Apple and/or Google, and Kidcaboo is solely responsible for the Services;
- b. The license granted to Users under this Agreement to use the Services is non-transferable;
- c. Kidcaboo is solely responsible for providing any maintenance and support services with respect to the Services;
- d. Kidcaboo is solely responsible for any warranties as articulated in this Agreement;
- e. User and Kidcaboo are solely responsible for addressing any claims relating to product liability; the Services' failure to conform with any applicable legal or regulatory requirement; and claims arising under consumer protection, privacy, or similar legislation;
- f. In the event of any third-party claim that the Services or User's possession and use of the Services infringes that third-party's intellectual property rights, Kidcaboo is solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim;
- g. Users represent and warrant that they are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting country" and that User is not listed on an U.S. Government list of prohibited or restricted parties;
- h. The contact information for Kidcaboo to which any questions, complaints, and/or claims can be directed is located below;
- i. User must comply with all applicable third-party terms of agreement when using the Services; and
- j. User and Kidcaboo agree that Apple and Google, and Apple and/or Google's subsidiaries, are third-party beneficiaries of this Agreement, and that, upon the User's acceptance of this Agreement, Apple and/or Google will have the right to enforce this Agreement against the User as a third-party beneficiary thereof.

14. Section 230 of Communications Decency Act. You acknowledge and agree that Kidcaboo is an interactive computer service provider under Section 230 of the Communications Decency Act. Though Kidcaboo may edit, remove, or control the content displayed through the Kidcaboo Properties, you agree that Kidcaboo will not be considered an information content provider and will not be held liable for the republication of defamatory or tortious content created by third-parties, whether through the Kidcaboo Properties or otherwise.

15. Third Party Websites and Service Providers. As a part of the Kidcaboo Properties, you may have access to materials that are hosted by another party. You agree that it is impossible for Kidcaboo to monitor such materials and that you access these materials at your own risk. The

Kidcaboo Properties may provide information from and links to third party websites and applications (“**Third Party Websites**”) and advertisements for third parties (collectively, “**Third-Party Websites & Ads**”). When you click on a link to any Third-Party Websites & Ads, we will not warn you that you have left our Site or Application and are subject to the terms and conditions (including privacy policies) of another website, application or destination. Such Third-Party Websites are not under the control of Kidcaboo. Kidcaboo is not responsible for any Third-Party Websites & Ads. Kidcaboo provides these Third-Party Websites & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites & Ads, or their products or services. You use all links in Third Party Websites & Ads at your own risk. When you leave our Site or Application, our Terms no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

16. Term and Termination.

- a.** This Agreement commences on the date when you accept them and remain in full force and effect while you use Kidcaboo Properties, unless terminated earlier in accordance with this Agreement.
- b.** Kidcaboo reserves the right to modify or discontinue the Services with or without notice to you. Kidcaboo shall not be liable to you or any third party should Kidcaboo modify or discontinue the Services.
- c.** If you want to terminate any Services provided by Kidcaboo, you may do so by (a) notifying Kidcaboo at any time and (b) deleting the Application from your mobile device. Your notice should be sent to hello@kidcaboo.com. Kidcaboo will not have any liability whatsoever to you for any deactivation or termination. By deleting the Application, your information will also be deleted from the Application. Notwithstanding the foregoing, Kidcaboo shall have the right to retain all User information as required by applicable law.
- d.** Kidcaboo has the right to, immediately and without notice, suspend or terminate your Account and your use of the Kidcaboo Properties for any reason, including if you (or if you are an Arranger, any of your Riders) violate this Agreement or the Kidcaboo Rules.
- e.** Termination of any Services includes removal of access to such Services. Termination of all Services also includes deletion of your Account and all related information and User Submissions associated with your Account. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of your User Submissions associated therewith from our live databases. Kidcaboo will not have any liability whatsoever to you for any suspension or termination, including for deletion of your User Submissions.

17. Investigations.

- a.** Kidcaboo may, but is not obligated to, monitor or review the Kidcaboo Properties at any time. Although Kidcaboo does not generally monitor user activity occurring in connection with the Kidcaboo Properties, if Kidcaboo becomes aware of any possible

violations by you of any provision of this Agreement, Kidcaboo reserves the right to investigate such violations, and Kidcaboo may, at its sole discretion, immediately terminate your license to use the Kidcaboo Properties without prior notice to you.

- b. You are solely responsible for your interactions with other Users and any other parties with whom you interact; provided, however, that Kidcaboo reserves the right, but has no obligation, to intercede in such disputes. You agree that Kidcaboo will not be responsible for any liability incurred as the result of such interactions. The Kidcaboo Properties may contain User Submissions provided by other Users. Kidcaboo is not responsible for and does not control User Submissions. Kidcaboo has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Submissions. You use all User Submissions and interactions with other Users at your own risk.
- c. If Kidcaboo becomes aware of any possible violations by you of this Agreement or the Kidcaboo Code of Conduct, Kidcaboo reserves the right to investigate such violations. If, as a result of the investigation, Kidcaboo believes that criminal activity has occurred, Kidcaboo reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Kidcaboo is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Kidcaboo Properties, including your User Submissions, in Company's possession in connection with your use of the Kidcaboo Properties, to (1) comply with applicable laws, legal process or governmental request; (2) enforce this Agreement, (3) respond to any claims that your User Submissions violate the rights of third parties, (4) respond to your requests for customer service, or (5) protect the rights, property or personal safety of Kidcaboo, its Users or the public, and all enforcement or other government officials, as Kidcaboo in its sole discretion believes to be necessary or appropriate. In the event that Kidcaboo determines, in its sole discretion, that you have breached any portion of this Agreement, or have otherwise demonstrated conduct inappropriate for the Kidcaboo Properties, Kidcaboo reserves the right to (in addition to Kidcaboo's other rights hereunder) notify and/or fully cooperate with the proper law enforcement authorities for further action; and/or pursue any other action which Kidcaboo deems to be appropriate.

18. Disclaimer.

- a. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE KIDCABOO PROPERTIES IS AT YOUR SOLE RISK, AND THE KIDCABOO PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. KIDCABOO AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AFFILIATES, AGENTS, AND LICENSORS (COLLECTIVELY, THE "**COVERED PARTIES**") DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE AND NON-INFRINGEMENT), INCLUDING WITHOUT LIMITATION WITH RESPECT TO ANY CAR OR BOOSTER SEATS THAT MAY BE PROVIDED BY KIDCABOO OR DRIVING NANNIES OR THE INSTALLATION OF SUCH CAR OR BOOSTER SEATS BY DRIVERS. THE COVERED PARTIES MAKE NO REPRESENTATIONS

OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE KIDCABOO PROPERTIES OR FOR THE CONDUCT OR PERFORMANCE OF THE DRIVING NANNIES, ARRANGERS, RIDERS, PARTICIPANTS, ENTERPRISE CUSTOMERS OR OTHER USERS.

- b. DRIVING NANNIES AND ENTERPRISE CUSTOMERS ARE NOT COVERED PARTIES WITHIN THE MEANING OF THIS AGREEMENT. NEITHER DRIVING NANNIES NOR ENTERPRISE CUSTOMERS ARE AGENTS, EMPLOYEES, JOINT VENTURERS, AFFILIATES, FRANCHISEES OR PARTNERS OF KIDCABOO. WE DO NOT CONTROL, OR HAVE THE RIGHT TO CONTROL, DRIVING NANNIES AND ENTERPRISE CUSTOMERS, EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THESE OR ANY APPLICABLE SUPPLEMENTAL TERMS OR AS REQUIRED BY APPLICABLE STATE AND/OR FEDERAL LAW. WE ARE NOT RESPONSIBLE FOR THE AVAILABILITY OR PERFORMANCE OF DRIVING NANNIES.
- c. WE DO NOT GUARANTEE ARRANGERS THAT ANY RIDE REQUEST WILL BE ACCEPTED BY DRIVING NANNIES OR THAT DRIVING NANNIES WILL RECEIVE ANY PARTICULAR NUMBER OF RIDE REQUESTS BY ARRANGERS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COVERED PARTIES ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, OR NEGLIGENCE OF ANY USERS (INCLUDING, BUT NOT LIMITED TO, DRIVING NANNIES AND ENTERPRISE CUSTOMERS) OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. WE DO NOT REPRESENT OR ENDORSE, AND SHALL NOT BE RESPONSIBLE FOR YOUR ABILITY OR INABILITY TO ARRANGE OR ACCEPT A RIDE USING THE SERVICES.
- d. KIDCABOO SHALL NOT BE RESPONSIBLE FOR CONDUCT OF ANY ARRANGER OR ADULT ACCOMPANYING A RIDER AND SHALL NOT BE RESPONSIBLE FOR OR REQUIRED TO MONITOR THE CONDUCT OF ANY ARRANGER OR ADULT ACCOMPANYING A RIDER.

19. Limitation of Liability.

- a. THE COVERED PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY LEGAL THEORY FOR ANY DAMAGES, CLAIMS, INJURIES, JUDGMENTS, COSTS, OR LIABILITIES ARISING OUT OF OR RELATED TO YOUR USE OR MISUSE OF THE KIDCABOO PROPERTIES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOSS OF INCOME, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, OR EXEMPLARY DAMAGES. YOU UNDERSTAND AND AGREE THAT THE MAXIMUM AMOUNT THAT THE COVERED PARTIES CAN BE HELD LIABLE TO YOU UNDER ANY CIRCUMSTANCE IS THE AMOUNT THAT YOU PAID, IF ANY, FOR PRODUCTS OR SERVICES THROUGH THE KIDCABOO PROPERTIES, AND IN NO CASE WILL THAT AMOUNT EXCEED \$100. IF NO AMOUNT IS PAID BY YOU TO THE COVERED PARTIES, YOU AGREE THAT YOU WILL BE LIMITED TO INJUNCTIVE RELIEF ONLY UNLESS OTHERWISE PERMITTED BY LAW.
- b. THE KIDCABOO PROPERTIES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. THE COVERED PARTIES ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED ON THE KIDCABOO PROPERTIES.

- c. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES. IF YOUR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, YOU SHOULD SEEK LEGAL COUNSEL TO UNDERSTAND YOUR LEGAL RIGHTS UNDER THE LAW.

20. Indemnification.

- a. YOU AGREE TO HOLD HARMLESS, INDEMNIFY, AND DEFEND KIDCABOO AND THE COVERED PARTIES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, RIGHTS, AND ACTIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, INFRINGEMENT, PERSONAL INJURY, AND DEATH, THAT EITHER DIRECTLY OR INDIRECTLY ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE SITE AND/OR APPLICATION, YOUR USE OR PROVISION OF ANY SERVICES, YOUR USER SUBMISSIONS TO THE KIDCABOO PROPERTIES, YOUR VIOLATION OF ANY TERM OR CONDITION OF THIS AGREEMENT, YOUR VIOLATION OF ANY APPLICABLE LAW, STATUTE, ORDINANCE, REGULATION, OR TREATY, WHETHER LOCAL, STATE, NATIONAL, OR INTERNATIONAL, OR YOUR VIOLATION OF THE RIGHTS OF A THIRD PARTY.
- b. YOUR OBLIGATION TO DEFEND KIDCABOO AND THE COVERED PARTIES UNDER THE TERMS OF THIS AGREEMENT WILL NOT PROVIDE YOU WITH THE RIGHT TO CONTROL THE COVERED PARTIES' DEFENSE, AND THE COVERED PARTIES RESERVE THE RIGHT TO CONTROL ITS DEFENSE AND CHOOSE ITS COUNSEL REGARDLESS OF YOUR CONTRACTUAL REQUIREMENT TO INDEMNIFY THE COVERED PARTIES.

21. Jurisdiction, Governing Law, and Dispute Resolution

- a. **Jurisdiction and Governing Law.** This Agreement will be interpreted, governed, construed, and enforced in accordance with the laws of the United States of America and the State of New Jersey, without giving effect to any conflicts of laws principles. You and Kidcaboo submit to and agree to personal jurisdiction in New Jersey, with venue proper in Essex County, New Jersey.
- b. **Binding Arbitration.** YOU AND KIDCABOO AGREE THAT ARBITRATION WILL BE THE EXCLUSIVE FORUM AND REMEDY AT LAW FOR ANY DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOUR USE OF THE WEBSITE, OR THE PURCHASE OF PRODUCTS OR SERVICES FROM KIDCABOO, INCLUDING ANY DISPUTES CONCERNING THE VALIDITY, INTERPRETATION, VIOLATION, BREACH, OR TERMINATION OF THIS AGREEMENT. ARBITRATION UNDER THIS AGREEMENT WILL BE HELD IN ESSEX COUNTY, NEW JERSEY AND IN ACCORDANCE WITH THE MOST RECENTLY EFFECTIVE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION PROCEEDING WILL BE DECIDED BY A SINGLE ARBITRATOR AND THE ARBITRATOR WILL DECIDE THE ARBITRATION PROCEEDING BY APPLYING THE LAWS AND LEGAL PRINCIPLES OF THE STATE OF NEW JERSEY AND THE FEDERAL LAWS OF THE UNITED STATES. THE LOSING PARTY WILL BE REQUIRED TO PAY THE

PREVAILING PARTY'S REASONABLE ATTORNEYS' FEES. YOU AND KIDCABOO AGREE THAT THE SITUS OF THIS AGREEMENT IS IN THE STATE OF NEW JERSEY. YOU AND KIDCABOO AGREE TO SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION OF ANY SUCH ARBITRATOR OR ARBITRATION PROCEEDING.

- c. **Waiver of Jury Trial.** YOU AND KIDCABOO HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Kidcaboo are instead electing that all claims and disputes shall be resolved by arbitration.

22. Limitation on Actions. KIDCABOO AND YOU BOTH AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE KIDCABOO PROPERTIES MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. FAILURE TO ASSERT SAID CAUSE OF ACTION WITHIN ONE YEAR WILL PERMANENTLY BAR ANY AND ALL RELIEF. YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST KIDCABOO ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

23. Force Majeure. Kidcaboo shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to the Novel Coronavirus/Covid-19 pandemic, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

24. Severability. If any provision of this Agreement is found to be invalid or unenforceable for any reason whatsoever, the remaining provisions will remain valid and unimpaired and will continue in full force and effect.

25. Integration. Kidcaboo hereby integrates its Privacy Policy, Code of Conduct, Pricing Policy, Cancellation Policy, Arranger Supplemental Terms, and any other policies into this Agreement via reference.

26. No Waiver. You understand and agree that no term or provision of this Agreement will be deemed to have been waived and no breach will be deemed to have been consented to unless said waiver or consent is in writing and signed.

27. No Assignment. This Agreement, and your rights and obligations hereunder, may not be assigned, delegated, or otherwise transferred by you without Kidcaboo's prior written consent, and any attempted assignment, delegation, or transfer in violation of the foregoing will be null and void.

28. Survival. All provisions of this Agreement, which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

29. Notices. If you have any questions, complaints or claims with respect to Kidcaboo Properties, please contact us at: legal@kidcaboo.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to contact us to request

further investigation. Where Kidcaboo requires that you provide an email address, you are responsible for providing Kidcaboo with your most current email address. In the event that the last email address you provided to Kidcaboo is not valid, or for any reason is not capable of delivering to you any notices required and/or permitted by this Agreement, Kidcaboo dispatch of the email containing such notice will nonetheless constitute effective notice. You may give notice to Kidcaboo at legal@kidcaboo.com.

30. Reservation of Rights. All rights not expressly granted herein are reserved to Kidcaboo.

31. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.