

## RideLinks, Inc. - Terms of Use

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PLEASE CAREFULLY REVIEW THE TERMS OF USE OF THIS SITE. As your use of the site will indicate your acceptance of these terms, do not use the site if you do not agree to be bound by these terms. We may periodically change the terms, so please check them from time to time as your continued use of the site signifies your acceptance of any changed items.

This is a legal agreement ("Agreement") between you and RideLinks, Inc. Please read the Agreement carefully before registering for the commute portal service. By registering, you become a member of the Service (a "Member"), and you agree to be bound by the terms and conditions of this Agreement (the "Terms") for as long as you continue to be a Member. IF YOU DO NOT AGREE TO THE TERMS, PLEASE DO NOT REGISTER FOR THE RIDELINKS SERVICE. THE TERMS ARE SUBJECT TO CHANGE BY RIDELINKS, INC. AT ANY TIME.

The Commute Portal including ridematching is a subscription service provided by RideLinks, Inc.: 1 S. Fair Oaks Ave., Pasadena, CA, 91105. You cannot register with RideLinks without accepting this Membership Agreement. You must be AT LEAST 18 YEARS OLD with a valid driver's license, driver's insurance, and a good driving record. Drivers may have no more than two incidents (moving violations plus accidents) in the past 3 years and no more than one in the past 18 months. Drivers whose recent driving experience is international must have copies of their records from the relevant authorities.

The commute portal service (the "Service") is a way for commuters to log their commutes, create instant matchlists of potential carpool partners within their company or a specified cluster of companies. This is an information service provided solely to assist commuters in identifying potential carpool partners online. RideLinks, Inc. does not assess the suitability of individuals to participate in the service and disclaims any liability in connection therewith. Members are solely responsible for determining whether and when it is appropriate to meet or share personal information with a potential carpool partner(s). Members also are solely responsible for any damages, such as vehicle damage, personal injury, increased insurance or loss of pay, that may arise in connection with any carpools formed through the service or communication via RideLinks Ridematching.

**MINORS MAY NOT BECOME MEMBERS.**

By becoming a Member, you represent and warrant that you are at least 18 years old.

Either you or RideLinks, Inc. may terminate your membership at any time for any reason, effective upon sending written notice to the other party. RideLinks, Inc. reserves the right to immediately suspend or terminate your access to the service, without notice, upon any breach of this Agreement by you which is brought to RideLinks, Inc's. attention.

Your membership to the commute portal service is for your sole, personal use. You may not authorize others to use your membership, and you may not assign or otherwise transfer your account to any other person or entity.

ONLINE CONDUCT. As a Member, you agree that:

You are solely responsible for the content or information you publish or display (hereinafter, "post") on the commute portal service, or transmit to other Members.

You will not post on the service, or transmit to other Members or RideLinks Employees, any defamatory, inaccurate, abusive, obscene, profane, offensive sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity).

You will use the RideLinks service in a manner consistent with any and all applicable laws and regulations.

You will not include in your profile any offensive anatomical or sexual references, or offensive sexually suggestive or connotative language. RideLinks, Inc. reserves the right, but has no obligation, to reject any profile that does not comply with these prohibitions.

You will not engage in advertising to, or solicitation of, other members to buy or sell any products or services through the Service. You will not transmit any chain letters or junk Email to other Members.

You will not post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.

You are solely responsible for your interactions with other Members. RideLinks, Inc. reserves the right, but has no obligation, to monitor disputes between you and other Members.

**INDEMNITY BY MEMBER. YOU WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS RIDELINKS, INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THIRD PARTIES INCLUDING COMPANY SUBSCRIBERS, FOR ANY LOSSES, COSTS, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) RELATING TO OR ARISING OUT OF YOUR USE OF THE SERVICE, INCLUDING ANY BREACH BY YOU OF THE TERMS OF THIS AGREEMENT.**

ONLINE CONTENT. Opinions, advice, statements, offers, or other information or content made available through the service are those of their respective authors and not of RideLinks, Inc. and should not necessarily be relied upon. Such authors are solely responsible for such content.

**RIDELINKS, INC. DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION ON THE SERVICE AND NEITHER ADOPTS NOR ENDORSES NOR IS RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE. UNDER NO CIRCUMSTANCES WILL RIDELINKS, INC. BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE COMMUTE PORTAL SERVICE, OR TRANSMITTED TO MEMBERS.**

**WARNING - PLEASE READ THIS:** It is possible that other RideLinks Members or users (including unauthorized users, or "hackers") may post or transmit materials on the RideLinks service and that

you may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about you due to your use of the Service, and that the recipient may use such information to harass or injure you. RideLinks, Inc. is not responsible for the use of any personal information that you may choose to disclose on the Service. Please carefully select the type of information that you post on the service or release to others.

RIDELINKS, INC. RESERVES THE RIGHT, BUT HAS NO OBLIGATION, TO MONITOR THE MATERIALS POSTED IN THE PUBLIC AREAS OF THE COMMUTE PORTAL SERVICE. RIDELINKS, INC. SHALL HAVE THE RIGHT TO REMOVE ANY SUCH MATERIAL THAT VIOLATES, OR IS ALLEGED TO VIOLATE, THE LAW OR THIS AGREEMENT. NOTWITHSTANDING THIS RIGHT OF RIDELINKS, INC., YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST IN THE PUBLIC AREAS OF THE SERVICE AND YOUR PRIVATE EMAIL MESSAGES. EMAILS SENT BETWEEN YOU AND OTHER MEMBERS THAT ARE NOT READILY ACCESSIBLE TO THE GENERAL PUBLIC WILL BE TREATED AS PRIVATE BY RIDELINKS, INC. TO THE EXTENT REQUIRED BY APPLICABLE LAW.

PROPRIETARY RIGHTS. RideLinks, Inc. owns and retains other proprietary rights in the commute portal service. The Service contains the copyrighted material, trademarks, and other proprietary information of RideLinks, Inc. and its licensors. In addition, other Members may post copyrighted information, which has copyright protection whether or not it is identified as copyrighted. Except for that information which is in the public domain or for which you have been given permission, you will not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

By posting information or content to any public area of Ridelinks' commute portal service, you automatically grant, and you represent and warrant that you have the right to grant, to RideLinks, Inc. and other Members an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to use, copy, perform, display and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.

INFORMATION SUPPLIED BY MEMBER. RideLinks, Inc. will keep confidential all information supplied by you to RideLinks, Inc., and shall use or disclose such information only for the purposes for which such information was collected, or as required by law.

COMPLAINTS. To resolve a complaint regarding the commute portal service, you should first contact RideLinks, Inc. Customer Support at [support@ridelinks.com](mailto:support@ridelinks.com).

DISCLAIMER OF WARRANTY. RIDELINKS, INC. PROVIDES THE RIDELINKS SERVICE ON AN "AS IS" BASIS AND GRANTS NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, IN ANY COMMUNICATION WITH RIDELINKS, INC. OR ITS REPRESENTATIVES, OR OTHERWISE WITH RESPECT TO THE SERVICE. RIDELINKS, INC. SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

RIDELINKS, INC. DISCLAIMS LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, TELEPHONE SERVICE, INCLUDING COVERAGE, RANGE OR ANY INTERRUPTION IN TELEPHONE SERVICE, AND ANY AND ALL LIABILITY FOR ANY LOSSES OR CLAIMS FOR PERSONAL INJURIES SUFFERED IN THE

COURSE OF UTILIZING TRANSPORTATION SERVICES OR PARTICIPATING IN RIDESHARE ARRANGEMENTS ARRANGED THROUGH RIDELINKS, INC.

IN ADDITION, RIDELINKS, INC. DISCLAIMS ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR THE ACTS OR OMISSIONS OF OTHER MEMBERS OR USERS (INCLUDING UNAUTHORIZED USERS, OR "HACKERS") OF THE SERVICE.

RideLinks, Inc. does not warrant that your use of the RideLinks service will be uninterrupted, always available, or error-free, or will meet your requirements, or that any defects in the Service will be corrected.

LIMITATION OF LIABILITY. IN NO EVENT WILL RIDELINKS, INC. BE LIABLE (i) TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO LOSS OF PAY OR EMPLOYMENT, DAMAGES FOR LOSS OF DATA, LOSS OF PROGRAMS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR SERVICE INTERRUPTIONS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF RIDELINKS, INC. OR ITS AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (ii) TO ANY PERSON OTHER THAN YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, RIDELINKS, INC.'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO RIDELINKS, INC. FOR THE SERVICE DURING THE TERM OF MEMBERSHIP.

STATE BY STATE VARIATIONS. Certain jurisdictions limit the applicability of warranty disclaimers and limitations of liability so the above disclaimers of warranty and limitations of liability may not apply to you.

GENERAL PROVISIONS. This Agreement is entered into in Pasadena, California. You agree that California law (regardless of conflicts of law principles) shall govern this Agreement, and that any dispute arising out of or relating to this Agreement shall be subject to the federal and state courts in Pasadena, California. This Agreement, accepted upon registering for the service, contains the entire agreement between you and RideLinks, Inc. regarding the use of the Service. This Agreement may only be amended upon notice by RideLinks, Inc. to you, or by a writing signed by you and an authorized official of RideLinks, Inc. Unless otherwise explicitly stated, the Terms will survive termination of your membership to the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.