



**Mom On Wheels**

**TERMS OF USE**

**Updated: July 3, 2016**

The following terms of use (“Terms of Use”) constitute a binding legal agreement between you and Mom On Wheels UK Ltd (“Mom On Wheels”, “MomOnWheels”, “MoM” “we”, or other first person pronouns). These Terms govern your use of our website, [www.mom-on-wheels.co.uk](http://www.mom-on-wheels.co.uk) (“Site”), our mobile application (“MoM” “Application”) and your use and participation in any related services provided through either the website or mobile application (the “Services”).

Please read these Terms of Service (the “**Terms**”) carefully because they govern your use of the Service.

These Terms also incorporate by reference our Privacy Policy, located at <https://mom-on-wheels.co.uk/privacy/>, our Copyright Policy, located at <https://mom-on-wheels.co.uk/copyright/>, our Rules & Behaviour Code (MoM Rules Of Our Rides), located at <https://mom-on-wheels.co.uk/rules&behaviour/>, our Pricing and Payments terms, located at <https://mom-on-wheels.co.uk/pricing>, and any other policies that are provided to you by us, and applicable to the Services.

**IMPORTANT**

**MOM ON WHEELS 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. MOM ON WHEELS 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.**

## **SERVICES**

Mom On Wheels provides a platform to connect individuals registered with us, who are interested in obtaining transportation through the Service (“**Rides**”) for themselves alone or accompanied by any other individuals or for other individuals associated with their account (“**Members**”). We also make the Service available to individuals registered with Mom On Wheels who provide Rides to Members and other passengers (“**Drivers**”). A Ride is each one-way transportation trip.

Section headings in these terms may refer to “User” “Members” and “Drivers” separately – in such instances, such sections will apply to you in your capacity as a “User”, “Member” or “Driver,” as applicable.

## **AGREEMENT TO TERMS**

By using our Services, you agree to be bound by these Terms. If you don’t agree to these Terms, do not use the Services.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

These terms also apply to all visitors, users, and others who access the Service (collectively, with Members and Drivers, “**Users**”).

BY CLICKING THE CHECKBOX NEXT TO “I AGREE TO THE MOM ON WHEELS TERMS OF USE”, BY INSTALLING OR USING THE APPLICATION, OR BY ACCESSING OR USING THE SERVICES, YOU: (1) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT (WHICH INCLUDES THESE TERMS AND ANY APPLICABLE SUPPLEMENTAL TERMS); (2) REPRESENT THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT; AND (3) REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT, PERSONALLY OR IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, ON BEHALF OF THAT COMPANY AND TO BIND SUCH COMPANY TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT AND AGREE TO ALL OF THE FOLLOWING TERMS AND CONDITIONS, OR IF YOU DO NOT HAVE SUCH AUTHORITY, YOU WILL NOT BE PERMITTED TO USE THE

APPLICATION OR TO ACCESS OR USE THE SERVICES. YOUR CLICKING ON THE CHECKBOX NEXT TO “I AGREE TO THE MOM ON WHEELS TERMS OF USE” CONSTITUTES YOUR ELECTRONIC SIGNATURE ON THIS AGREEMENT AND YOUR CONSENT TO EXECUTE THIS AGREEMENT ELECTRONICALLY.

## **CHANGES TO TERMS OR SERVICES**

PLEASE NOTE THAT these Terms are subject to change by Mom On Wheels at its sole discretion at any time. When changes are made, we will make a new copy of the Terms available in the Application for your review. We will also update the “Last Updated” date at the top of these Terms. We will require you to provide consent to the updated Terms in a specified manner before further use of the Application or the Services are permitted.

It is important that you review the Terms whenever we modify them because your continued use of the Services after such changes constitutes your acceptance of the modified Terms. If you do not agree to be bound by the modified Terms, then you cannot use the Services anymore and you must not use or access (or continue to access) the Service.

## **USE OF THE SERVICES**

### **Requirements for Use of Our Site and Services.**

#### **1. Eligibility**

In order to use our Site and Services as either a User, Member, or Driver, all of the following requirements apply:

- a. You must be at least 18 years of age or older and capable of forming a binding contract with Mom On Wheels and are not barred from using the Services under applicable law.
- b. You may obtain Rides for yourself alone or when accompanied by other individuals or you may associate with your Account certain individuals on whose behalf you wish to schedule Rides (each, an “**Account Passenger**”). Account Passengers must be registered to your Account in order to participate in Rides.

- c. You and each of your Account Passengers then participating in the Ride must have a mobile phone in your and their possession, respectively, at the time of the Ride (in order to facilitate communication with the applicable Driver) and you, Other Passengers and Account Passengers must agree to the MoM Rules and Codes of Behaviour.
- d. For Drivers - You may use the Services as a Driver only if you are 21 years of age or older, are capable of forming a binding contract with Mom On Wheels, and are not barred from using the Services under applicable law.
- e. You must have a valid UK drivers' license, you must satisfy all requirements set forth by any governmental or regulatory body to drive in the jurisdiction and in the capacity in which you will be providing Rides, and you must have access to a mobile phone capable of using the App. You also must agree to the MoM Rules and Codes of Behaviour.
- f. You must register for an account on our Site to schedule a Ride as a User or Driver. You agree not to create an account using a false identity for this information, or on behalf of someone other than yourself. You shall have no ownership or other property interest in your account.

You must safeguard your username and password information; you may not share this information with anyone else and are responsible for all activity on 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.

You agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Services' registration form.

Mom On Wheels reserves the right to remove or reclaim any usernames at any time and for any reason.

You must provide all equipment and software necessary to connect to Mom On Wheels, including but not limited to, a mobile device that is suitable to connect with and use the Mom On Wheels features. You are solely responsible for any fees, including Internet connection or mobile fees that you incur when accessing Mom On Wheels.

You must treat all information about participants in our Services, including profile information about Drivers, Users 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.

## Members

You may register an account with Mom On Wheels (an “**Account**”) and use the Services as the primary Account-holder only if you are 18 years or older and capable of forming a binding contract with Mom On Wheels and are not barred from using the Services under applicable law. You may obtain Rides for yourself alone or when accompanied by other individuals (each, an “**Other Passenger**”) or you may associate with your Account certain individuals on whose behalf you wish to schedule Rides (each, an “**Account Passenger**”). Account Passengers must be registered to your Account in order to participate in Rides. All passengers in the Ride will be required to ride with a child safety seat or booster seat. Additionally, in order to participate in a Ride, you and each of your Account Passengers then participating in the Ride must have a mobile phone in your and their possession, respectively, at the time of the Ride (in order to facilitate communication with the applicable Driver) and you, Other Passengers and Account Passengers must agree to the Member/Passenger MoM Rules Of The Road.

## Drivers

You may use the Services as a Driver only if you are 21 years of age or older, are capable of forming a binding contract with Mom On Wheels, and are not barred from using the Services under applicable law. Additionally, you must have a valid UK drivers' license in order to provide Rides, you must satisfy all requirements set forth by any governmental or regulatory body to drive in the jurisdiction and in the capacity in which you will be providing Rides, and you must have access to a mobile phone capable of using the App. You also must agree to the Mom Rules Of The Road. Notwithstanding the foregoing, Mom On Wheels reserves the right to remove Users or deny access to the Service to any Members, Drivers, Account Members, Users or other individuals in its sole discretion.

## **2. Registration and Your Information**

Your Account gives you access to the Services that we may establish from time to time. We may maintain different types of accounts for different types of Users.

If you open a Mom On Wheels account on behalf of a company, organization, or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity’s behalf.

By connecting to Mom On Wheels with a third-party service, such as Facebook, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

You may never use another User’s account without permission. When creating your account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your account, including any use by Account Passengers, and you must keep your account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify Mom On Wheels immediately of any breach of security or unauthorized use of your account. Mom On Wheels will not be liable for any losses caused by any unauthorized use of your account.

You may control your profile and how you interact with the Service by changing the settings in your account page. By providing Mom On Wheels your email address, you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out from receiving such messages or change your preferences in your account page. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

### **Drivers**

Without limiting the foregoing, in order to access and use the Services as a Driver, you will have to visit our Site and enter your mobile phone number and post code. By providing Mom On Wheels your mobile phone number, you consent to our using

your mobile phone number to send you a Driver application or otherwise confirm your enrollment, and to send you other Service-related notices or messages. If you do wish to receive a Driver application by means other than via SMS, please contact us at [support@mom-on-wheels.co.uk](mailto:support@mom-on-wheels.co.uk).

We do not make any guarantees or commitments to individuals who want to become Drivers that they will become Drivers and we make decisions in this regard at our sole discretion. We perform background checks, including criminal and motor vehicle background checks, either ourselves or through third party service providers, to determine whether to grant individuals access to the Services as a Driver. As a condition of your use of our Services, and where requested by Mom On Wheels, you agree to provide any required or applicable documentation, including any necessary consents, to enable Mom On Wheels or its third party service provider to conduct such background checks, and you agree to provide additional information in order to perform (or have a third party perform) such background checks. This additional information may include your National Insurance Number and driving records.

### **3. Licenses**

License to Services from MomOnWheels.

Subject to the terms and conditions of these Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service and Mom On Wheels Content for your personal, noncommercial use only and as permitted by the features of the Service.

Mom On Wheels reserves all rights not expressly granted herein in the Service and the Mom On Wheels Content (as defined below). Mom On Wheels may terminate this license at any time for any reason or no reason.

Permission to Use Photos of Drivers.

Mom On Wheels may, or may have a third party photographer contracted by Mom On Wheels, take photographs of Drivers (“**Driver Photos**”). If you are a Driver, you hereby grant Mom On Wheels all applicable rights, consents and permissions to photograph you or to have a third party service photographer photograph you and to use, reproduce, distribute, publicly display, and publicly perform your name and your image and likeness in any Driver Photo of you, in connection with the operation,

advertisement or promotion of the Services, without any compensation for, or obligation to pay, you. Such rights, consents and permissions will survive any termination or expiration of these Terms. Mom On Wheels owns all right, title and interest in all Driver Photos and may use such Driver Photos in any manner in which it sees fit in connection with the Services.

#### **4. Service Rules**

You, and (if applicable) on behalf of your Account Passengers and your Other Passengers, agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the Mom On Wheels servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Mom On Wheels grants the operators of public search engines revocable permission to use spiders to copy publically available materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; (xii) use, display, mirror or frame the Services, or any individual element within the Services, Mom On Wheels’ name, any Mom On Wheels trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page on the Services, without Mom On Wheels’ express written consent; (xiii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; (xiv) violate any applicable



law or regulation; or (xv) encourage or enable other individuals to do any of the foregoing.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service.

We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms, the terms of your Ride Contracts, the Rules of the Road, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

You are solely responsible for your interactions with other Mom On Wheels Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Mom On Wheels shall have no liability for your interactions with other Users, or for any User's action or inaction.

## **5. Nature of Driver Relationship**

If you are a Driver, you acknowledge and agree that you are not an employee of Mom On Wheels and that nothing in these Terms will be construed as establishing an employment or agency relationship between you and Mom On Wheels.

You have no authority to bind Mom On Wheels by contract or otherwise. You will determine, in your sole discretion, the manner and means by which Rides are provided and performed, subject to the requirement that you will at all times comply with applicable law, these Terms, the terms of your Ride Contracts, the MoM Rules of the Road and any other guidelines or rules provided to you by Mom On Wheels.

As a Driver, you will report to all applicable government agencies as income, all payments received by you pursuant to these Terms. You will be solely responsible for payment of all taxes, national insurance contributions, workers' compensation, unemployment and disability insurance or similar items required by any government agency for any payments received by you pursuant to these Terms.

You will not be entitled to any benefits paid or made available by Mom On Wheels to its employees, including, without limitation, any vacation or illness payments, or to

participate in any plans, arrangements or distributions made by Mom On Wheels pertaining to any bonus, stock option, profit sharing, insurance or similar benefits.

You agree to defend, indemnify and hold harmless Mom On Wheels and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from your breach of the foregoing obligations.

## **6. The Services and Ride Contracts**

Through the Services, we provide a platform that allows Members to schedule Rides from Drivers, including, without limitation, the ability:

- To post profiles for yourself and for your Account Passengers (if you are a Member);
- To Schedule Rides;
- For Members and Drivers to communicate with each other and to contract with each other, and for Members to provide feedback to Drivers.

### **A. Members**

You may schedule a Ride for yourself or on behalf of Account Passenger or Other Passengers by providing the necessary descriptive information for the desired Ride through the Service, including, without limitation, (i) the Member or Account Passengers who will be participating in the Ride, (ii) the number of Other Passengers who will be participating in the Ride; (iii) the pick-up and drop-off locations, and (iv) the desired pick-up time and date (collectively, the "**Ride Description**"). You will also be presented with an estimation of the applicable "**Ride Fees**" (as such term is defined in Pricing and Payments before you confirm your reservation.

Through the Services, upon submitting a Ride Description and requesting such Ride to be scheduled, you will be contacted by a Driver to provide your Ride.

You or your Driver will have the ability to cancel such Ride for a reasonable period of time before the scheduled pick-up time; this cancellation period will be communicated to you via the Service (the "**Cancellation Period**"). You

represent and warrant that you have the necessary rights to schedule a Ride on behalf of your Account Passengers or Other Passengers.

## **B. Drivers**

After registering your Account, you will be able to view, through the Service, rides that Members have requested in your approximate geographic region or another region you select.

From time to time, you may receive notifications via text, email or the Service from Mom On Wheels indicating a Ride opportunity. This notification will include general information about the desired Ride, such as the neighborhoods of the pick-up and drop-off locations and an estimate of the applicable Ride Fees. Other Drivers may also receive such notifications. If you are the first Driver to accept the Ride, you will receive an additional notification that will include the Ride Description.

You represent and warrant that: (i) you have no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with or that would hinder your performance of your obligations under these Terms or your Ride Contracts; and (ii) Rides will be performed in a thorough and professional manner, with the requisite training, background, experience, technical knowledge and skills necessary to perform Rides.

## **C. Ride Contracts**

The provision of Rides involves a direct contractual relationship between a Member and a Driver, and Members and Drivers agree that they will contract directly with one another for the provision of Rides.

You, and (if applicable) on behalf of your Account Passengers and your Other Passengers, acknowledge and agree that this contractual relationship is formed when a Driver agrees to provide a Ride through the Services. In such instance, subject to the Driver's and Member's right to cancel such Ride during the Cancellation Period, the Member agrees to pay for and the Driver agrees to perform, the Ride in accordance with the following terms and agreements: (1) these Terms, (2) the Pricing and Payment terms, (3) the Ride Description, and (4) the Ride Fees (collectively, a "**Ride Contract**"). You also

agree with, and that each of your Ride Contracts will include, without limitation, the following terms:

- Driver shall perform Rides for Members (alone or accompanied by Other Passengers) and for Account Passengers in a timely, professional and workman like manner, in accordance with the applicable Ride Description, the Rules of the Road and generally accepted industry standards.
- Upon the completion of the Ride, Member is responsible for and shall pay the applicable Ride Fees. Driver will not receive any payment until Member pays the Ride Fees and Member remains responsible for all applicable Ride Fees.
- Driver and Member acknowledge that Mom On Wheels does not, in any way, direct or control Driver's provision of Rides to Members, Other Passengers or Account Passengers.
- Member and Driver agree to indemnify, hold harmless and defend Mom On Wheels from any and all claims arising out of or related to their Ride Contract, including but not limited to claims arising out of the provision of Rides by Driver to Member, Other Passengers or Account Passenger.

Mom On Wheels offers a technology platform to provide the Services and is not involved in the provision of Rides.

Mom On Wheels' 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 Drivers for the purpose of accepting payments from Members on behalf of the Drivers and transmitting such payments to the Drivers as described herein.

## **7. Pricing**

By using the Service, you hereby agree to the terms and conditions of our Pricing and Payments terms, located at <https://mom-on-wheels.co.uk/pricing>, which are incorporated into these Terms by reference.

## **8. Driver Representations and Warranties**

By using the Service, you (as a Driver) represent, warrant and agree that:

- The information provided to Mom On Wheels in your Driver application and in any other written or oral communication with Mom On Wheels is true, accurate and complete.
- You are at least 21 years or older.
- You possess a valid driver's license, are authorized to operate a motor vehicle and have all appropriate licenses, approvals and authority to provide transportation to third parties in all jurisdictions in which you use the Services.
- You own, or have the legal right to operate, the vehicle you use to provide Rides, and such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and Driver and Vehicle Licensing Agency requirements for a vehicle of its kind.
- You have, and will maintain in force, a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) for the operation of your vehicle to cover any claims of personal injury or death or tangible or intangible property damage (including loss of use) that may arise out of any act or omission by you.
- You are named or scheduled on the insurance policy covering the vehicle you use when providing Rides.
- In the event of a motor vehicle accident, you will be solely responsible for compliance with any applicable statutory or driver and vehicle licensing agency requirements, and for all necessary contacts with your insurance provider.
- You will obey all laws related to the matters set forth herein, and will be solely responsible for any violations of such laws.
- You will not make any misrepresentation regarding Mom On Wheels, the Services or your status as a Driver or engage in any other activity in a manner that is inconsistent with your obligations under these Terms.
- You will only accept Rides using the vehicle that has been reported to and inspected by Mom On Wheels or a third party on MomOnWheels' behalf.
- You will not discriminate against passengers on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation.

Failure to comply with any of the above representations and warranties can result in removal of access to the Service, in Mom On Wheels' sole discretion.

## **9. Feedback**

We welcome feedback, comments and suggestions for improvements to the Services (“**Feedback**”). You can submit Feedback by contacting Mom On Wheels at [support@mom-on-wheels.co.uk](mailto:support@mom-on-wheels.co.uk) or (44) 7715 659 242.

By submitting Feedback, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

## **10. Privacy Policy and Security**

Please refer to our Privacy Policy for information on how we collect, use and disclose information collected from our Members and other Users.

Mom On Wheels cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You, and (if applicable) on behalf of your Account Passengers and your Other Passengers, acknowledge and agree that you provide your personal information at your own risk.

## **11. Content and Content Rights**

For purposes of these Terms: (i) “**Content**” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) “**User Content**” means any Content that Members, Other Passengers, Drivers (including you) or Account Passengers provide to be made available through the Services, such as profile information, videos, images, comments, questions, and other content or information. Content includes without limitation User Content.

## **12. Content Ownership, Responsibility and Removal**

### **A. Mom On Wheels Property**

The Service contains Content, data, information, and other content not owned by you, such as reputational or status indicators (“**Mom On Wheels Property**”).

You understand and agree that regardless of terminology used, Mom On Wheels Property represents a limited license right governed solely by the provisions of these Terms, in accordance with the functionalities of the Service and available for distribution at Mom On Wheels’ sole discretion.

Mom On Wheels Property is not redeemable for any sum of money or monetary value from Mom On Wheels at any time.

You acknowledge that you do not own the account you use to access the Service, nor do you possess any rights of access or rights to data stored by or on behalf of Mom On Wheels on Mom On Wheels servers, including without limitation any data representing or embodying any or all of your Mom On Wheels Property.

You, and (if applicable) on behalf of your Account Passengers and your Other Passengers, agree that Mom On Wheels has the absolute right to manage, regulate, control, modify and/or eliminate Mom On Wheels Property as it sees fit in its sole discretion, in any general or specific case, and that Mom On Wheels will have no liability to you based on its exercise of such right.

All data on Mom On Wheels’ servers are subject to deletion, alteration or transfer. NOTWITHSTANDING ANY VALUE ATTRIBUTED TO SUCH DATA BY YOU OR ANY THIRD PARTY, YOU UNDERSTAND AND AGREE THAT ANY DATA, ACCOUNT HISTORY AND ACCOUNT CONTENT RESIDING ON MOM ON WHEELS’ SERVERS, MAY BE DELETED, ALTERED, MOVED OR TRANSFERRED AT ANY TIME FOR ANY REASON IN MOM ON WHEELS’ SOLE DISCRETION, WITH OR WITHOUT NOTICE AND WITH NO LIABILITY OF ANY KIND. MOM ON WHEELS DOES NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIMS, ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON MOM ON WHEELS’ SERVERS.

Mom On Wheels and its licensors exclusively own all right, title and interest in and to the Services and Content, including Driver Photos, including all associated intellectual property rights. You, and (if applicable) on behalf of your Account

Passengers and your Other Passengers, acknowledge and agree that the Services and Mom On Wheels Property are protected by copyright, trademark, and other laws of the United Kingdom and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Mom On Wheels Property.

## **B. User Content**

### License to User Content

Mom On Wheels does not claim any ownership rights in any User Content that you make available through the Services and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content.

However, by making any User Content available through the Services, you hereby grant to Mom On Wheels, a non-exclusive, transferable, sub-licenseable, worldwide, royalty-free license to use, copy, modify, list information regarding, edit, translate, syndicate, create derivative works based upon, distribute, publicly display, publicly perform and distribute your User Content and your name, voice, and/or likeness as contained in your User Content, in whole or part, and in any form, media or technology, whether now known or hereafter developed, in connection with the Services and Mom On Wheels' (and its successors' and affiliates') business, including, without limitation, for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You further agree to allow others to view, edit, and/or share your User Content in accordance with your settings and these Terms.

You are solely responsible for all your User Content. You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content under these Terms, including, without limitation, that (a) you have the written consent of each and every identifiable natural person in the User Content, if any, to use such person's name or likeness in the manner contemplated by the Service and these Terms, and each such person has released you from any liability that may arise in relation to such use, and (b) you have obtained and are solely responsible for obtaining all consents as may be required by law to post any User Content relating to third parties. You also represent and warrant that neither your User Content, nor your use and provision of your User Content as contemplated by these Terms and the Service will infringe, misappropriate or violate



a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You also represent and warrant that Mom On Wheels may exercise the rights to your User Content granted under these Terms without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise. To the best of your knowledge, all your User Content and other information that you provide to us is truthful and accurate.

You can remove your User Content by specifically deleting it. However, in certain instances, some of your User Content may not be completely removed and copies of your User Content may continue to exist on the Services. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

#### User Content Restrictions

Drivers, Members, Other Passengers and Account Passengers agree to comply with the MomRules (MoM Rules of Our Rides), and further agree not to do any of the following:

- Post, upload, publish, submit or transmit any User Content, or otherwise conduct yourself in connection with obtaining or performing Rides in a way, that:
  - i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
  - ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give Mom On Wheels rise to civil liability;
  - iii) is fraudulent, false, misleading or deceptive;
  - iv) is unlawful, harmful, abusive, racially or ethnically offensive, defamatory, obscene, pornographic, vulgar, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publically or otherwise), libelous, threatening, profane or otherwise offensive;
  - v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
  - vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity;
  - vii) promotes, or may constitute or contribute to, a crime or tort or illegal or harmful activities or substances;

- viii) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal;
- ix) may create a risk of any other loss or damage to any person or property;
- x) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- xi) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- xii) contains any information or content that you know is not correct and current.

Although we are not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, or to comply with applicable law or other legal requirements.

We reserve the right, but are not obligated, to remove or disable access to any Content, including your User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms.

We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

Mom On Wheels takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts, sends, or otherwise makes available over the Service. You shall be solely responsible for your User Content and the consequences of posting, publishing it, sharing it, or otherwise making it available on the Service, and you, and (if applicable) on behalf of your Account Passengers and your Other Passengers, agree that we are only acting as a passive conduit for your online distribution and publication of your User Content.

You understand and agree that you, or your Account Passengers or Other Passengers may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you, and (if applicable) on behalf of your Account Passengers and your Other Passengers, agree that Mom On Wheels shall not be liable for any damages you allege to incur as a result of or relating to any User Content.

## 13. Mobile Software

### A. Mobile Software

We may make available software to access the Service via a mobile device (“**Mobile Software**”).

To use the Mobile Software, you must have a mobile device that is compatible with the Mobile Software. Mom On Wheels does not warrant that the Mobile Software will be compatible with your mobile device. You may use mobile data in connection with the Mobile Software and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges.

Mom On Wheels hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one Mom On Wheels account on one mobile device.

You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software.

You acknowledge that Mom On Wheels may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of these Terms will apply to all such upgrades.

Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code.

The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Mom On Wheels or its third-party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in these Terms, is void. Mom On Wheels reserves all rights not expressly granted under these Terms.

The Mobile Software originates in the United Kingdom, and is subject to United Kingdom export laws and regulations. The Mobile Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United Kingdom. In addition, the Mobile Software may be subject to the import and export laws of other countries. You, and (if applicable) on behalf of your Account Passengers and your Other Passengers, agree to comply with all United Kingdom and foreign laws related to use of the Mobile Software and the Service.

## **B. Mobile Software from iTunes**

The following applies to any Mobile Software you acquire from the iTunes Store (“**iTunes-Sourced Software**”).

You acknowledge and agree that these Terms are solely between you and Mom On Wheels, not Apple, and that Apple has no responsibility for the iTunes-Sourced Software or content thereof.

Your use of the iTunes-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software.

In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the iTunes-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to Mom On Wheels as provider of the software.

You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the iTunes-Sourced Software or your possession and/or use of the iTunes-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the iTunes-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to MomOnWheels as provider of the software.

You acknowledge that, in the event of any third-party claim that the iTunes-Sourced Software or your possession and use of that iTunes-Sourced Software infringes that third party's intellectual property rights, Mom On Wheels, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.

You and Mom On Wheels acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as relates to your license of the iTunes-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the iTunes-Sourced Software against you as a third-party beneficiary thereof.

### **C. Mobile Software from the Google Play Store**

The following applies to any Mobile Software you acquire ("**Google-Sourced Software**"): (i) you acknowledge that these Terms are between you and Mom On Wheels only, and not with Google, Inc. ("**Google**"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) Mom On Wheels, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to these Terms as it relates to Mom On Wheels' Google-Sourced Software.

#### **14. Links to Third Party Websites or Resources**

The Services may contain links to third-party websites or resources that are not owned or controlled by Mom On Wheels. We provide these links only as a convenience and we do not endorse nor assume any responsibility for the content, products or services on or available from those websites or resources or links displayed on such sites.

If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that these Terms and Mom On Wheels' Privacy Policy do not apply to your use of such sites.

You expressly relieve Mom On Wheels from any and all liability arising from your use of any third-party website, service, or content, including without limitation User Content submitted by other Users.

Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You, and (if applicable) on behalf of your Account Passengers and your Other Passengers, agree that Mom On Wheels shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

#### **15. DMCA/Copyright Policy**

Mom On Wheels respects copyright law and expects its users to do the same. It is Mom On Wheels' policy to terminate in appropriate circumstances, such as Account holders who repeatedly infringe the rights of copyright holders. Please see MomOnWheels' Copyright Policy for further information.

#### **16. Termination and Survival**

We may terminate or suspend your access to and use of the Services, at our sole discretion, at any time and without notice to you, including, but not limited to, in the event you cancel a Ride. Members may cancel an Account at any time via the settings in the App. Both Members and Drivers may cancel an Account by contacting us at [support@mom-on-wheels.co.uk](mailto:support@mom-on-wheels.co.uk). Upon any termination, discontinuation or cancellation of Services or your Account, the terms and conditions of these Terms,

which, by their nature, survive expiration, cancellation or termination of these Terms, the Services, your Account, shall survive the termination or expiration, including, without limitation, the following sections: “Payment Terms,” “Driver Representations and Warranties,” “Content Ownership, Responsibility and Removal,” “Termination and Survival,” “Warranty Disclaimers,” “Assumption of Risk and Indemnity,” “Limitation of Liability,” “Governing Law and Dispute Resolution” and “General Terms .”

## **17. Warranty Disclaimers**

THE SERVICES AND CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE” BASIS AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

We make no warranty that the Services will meet your requirements or be available at any particular time or location, or on an uninterrupted, secure, or error-free basis.

We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any Content and any Content downloaded or otherwise obtained through the use of the Service is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the Service.

MOM ON WHEELS CONDUCTS BACKGROUND CHECKS, INCLUDING CRIMINAL AND MOTOR VEHICLE BACKGROUND CHECKS, ALONG WITH A REVIEW OF OTHER RELEVANT BACKGROUND INFORMATION ON ITS DRIVERS AND REQUIRES THAT THEY AGREE TO THE MOM RULES OF THE ROAD. FURTHER, ONLY DRIVERS WHO SUCCESSFULLY COMPLETE MOM ON WHEELS’ SCREENING PROCESS, AS DETERMINED IN MOM ON WHEELS’S DISCRETION, WILL BE ALLOWED TO USE THE SERVICES TO PROVIDE RIDES. MOM ON WHEELS ENDEAVORS TO ENSURE POSITIVE INTERACTIONS BETWEEN MEMBERS, OTHER PASSENGERS, ACCOUNT PASSENGERS AND DRIVERS, AND WORKS HARD TO ENSURE AN OPTIMAL, COMFORTABLE AND SAFE EXPERIENCE; HOWEVER, DRIVERS ARE HUMAN BEINGS, AND NO ONE IS PERFECT. SO, AS HARD AS WE TRY, MOM ON WHEELS DOES NOT CONTROL, AND MAKES NO REPRESENTATIONS ABOUT THE

SUITABILITY, RELIABILITY, OR ACCURACY OF, THE DRIVERS' PROVISION OR PERFORMANCE OF RIDES.

MOM ON WHEELS ALSO REQUIRES DRIVERS' VEHICLES TO UNDERGO AN INSPECTION DURING THE DRIVER ENROLLMENT PROCESS AND ANNUALLY THEREAFTER. HOWEVER, MOM ON WHEELS DOES NOT CONTROL AND MAKES NO REPRESENTATIONS ABOUT THE CONDITION OF THE VEHICLES IN WHICH RIDES ARE PERFORMED.

THE PROVISION AND QUALITY OF RIDES REQUESTED THROUGH THE USE OF THE SERVICES IS ENTIRELY THE RESPONSIBILITY OF THE APPLICABLE DRIVER. MOM ON WHEELS MAKES NO WARRANTY, AND UNDER NO CIRCUMSTANCE ACCEPTS LIABILITY IN CONNECTION WITH AND/OR ARISING FROM, DRIVER'S PROVISION OF RIDES, THE CONDITION OF THE VEHICLES IN WHICH RIDES ARE PERFORMED, ANY ACTS, ACTION, BEHAVIOR, CONDUCT, AND/OR NEGLIGENCE ON THE PART OF THE DRIVER, OR ANY LOSS OF OR DAMAGE TO MEMBER'S PROPERTY OR THAT OF OTHER PASSENGERS OR ACCOUNT PASSENGERS DURING OR AFTER A RIDE.

MOM ON WHEELS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND MOM ON WHEELS WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

#### **18. Assumption of Risk and Indemnity**

A. YOU (AS EITHER A MEMBER OR A DRIVER), AND (IF APPLICABLE) ON BEHALF OF YOUR ACCOUNT PASSENGER OR OTHER PASSENGER, KNOWINGLY AND FREELY ASSUME ALL RISK WHEN USING THE SERVICES. YOU, ON BEHALF OF YOURSELF, AND (IF APPLICABLE) YOUR ACCOUNT PASSENGERS AND YOUR OTHER PASSENGERS, YOUR PERSONAL REPRESENTATIVES AND YOUR HEIRS, HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY MOMONWHEELS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY CLAIMS, DISPUTES, DEMANDS, LIABILITIES, DAMAGES, LOSSES, AND COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL AND ACCOUNTING FEES ARISING OUT OF OR IN ANY WAY



CONNECTED WITH YOUR (OR, IN THE CASE OF MEMBERS, YOUR OTHER PASSENGERS' OR ACCOUNT PASSENGERS') (I) ACCESS TO OR USE OF THE SERVICES OR CONTENT OR YOUR USER CONTENT, INCLUDING ANY DATA OR CONTENT TRANSMITTED OR RECEIVED BY YOU (II) RIDE CONTRACTS OR YOUR ACCOUNT PASSENGERS' RECEIPT (OR, AS A DRIVER, YOUR PROVISION) OF RIDES INCLUDING, WITHOUT LIMITATION, FOR BODILY INJURY, WRONGFUL DEATH, EMOTIONAL DISTRESS, OR OTHER DAMAGES OR HARM, WHETHER TO YOU OR TO THIRD PARTIES, WHICH MAY RESULT FROM THE PROVISION OF RIDES, (III) VIOLATION OF THESE TERMS, INCLUDING, WITHOUT LIMITATION, YOUR BREACH OF ANY OF THE REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN AND FOR BODILY INJURY, WRONGFUL DEATH, EMOTIONAL DISTRESS, LOSS OF SERVICES OR OTHER DAMAGES OR HARM, WHETHER TO YOU OR TO THIRD PARTIES, WHICH MAY RESULT FROM YOUR USE OF THE SERVICES, (IV) CLAIMS THAT MOM ON WHEELS IS SUBJECT TO ANY EMPLOYMENT LAWS, INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO WORKER CLASSIFICATION, OVERTIME, AND MEAL AND REST BREAKS, (V) CLAIMS, OR ANY DECISION BY A COURT, ARBITRATOR, OR GOVERNMENT AGENCY, THAT MOM ON WHEELS IS OBLIGATED TO PAY ANY EMPLOYEE TAXES, NATIONAL INSURANCE CONTRIBUTIONS, UNEMPLOYMENT OR DISABILITY INSURANCE OR SIMILAR ITEMS IN CONNECTION WITH ANY PAYMENT RECEIVED BY YOU UNDER THE TERMS, (VI) YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY RIGHT OF PRIVACY OR INTELLECTUAL PROPERTY RIGHTS, (VII) YOUR VIOLATION OF ANY APPLICABLE LAW, RULE OR REGULATION, (VIII) YOUR WILLFUL MISCONDUCT; OR (IX) ANY OTHER PARTY'S ACCESS AND USE OF THE SERVICE WITH YOUR UNIQUE USERNAME, PASSWORD OR OTHER APPROPRIATE SECURITY CODE.

**B. Warranty.** You warrant that you and/or your Account Passengers and/or Other Passengers control all of the necessary rights (or have obtained the required permissions) in order to grant the releases and rights contained herein and that you have the authority on behalf of yourself, your Account Passengers and your Other Passengers, and that there is no third-party obligation that interferes or prevents you from granting the releases and the rights specified herein.

## **19. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER MOM ON WHEELS NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL,

SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MOM ON WHEELS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

MOM ON WHEELS WILL HAVE NO LIABILITY TO YOU, OTHER PASSENGERS, ACCOUNT PASSENGERS OR TO ANY THIRD PARTY THAT ARISES OUT OF OR RELATES TO DRIVER'S PROVISION OF RIDES OR ANY RIDE CONTRACT OR ANY DISPUTE, CONTROVERSY OR CLAIM THAT ARISES OUT OF OR RELATES TO DRIVER'S ACTIONS OR INACTIONS, MEMBERS', OTHER PASSENGERS' OR ACCOUNT PASSENGERS' ACTIONS OR INACTIONS, PROVISION OF RIDES OR ANY RIDE CONTRACT.

UNDER NO CIRCUMSTANCES WILL MOM ON WHEELS BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MOM ON WHEELS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL

CONDUCT OF ANY THIRD PARTY. IN NO EVENT WILL MOM ON WHEELS, ITS AFFILIATES', AGENTS', DIRECTORS', EMPLOYEES', SUPPLIERS', OR LICENSORS' TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED THE AMOUNT YOU PAID TO MOM ON WHEELS HEREUNDER OR £50.00, WHICHEVER IS GREATER.

The Service is controlled and operated from facilities in the United Kingdom. Mom On Wheels makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United Kingdom laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United Kingdom, or are a foreign person or entity blocked or denied by the United Kingdom government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United Kingdom.

THE ASSUMPTION OF RISK AND LIMITATION OF LIABILITY SET FORTH UNDER THESE TERMS IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN MOM ON WHEELS AND YOU.

## **20. Confidential Information**

For purposes of these Terms, "Confidential Information" means and will include (i) any information, materials or knowledge regarding Mom On Wheels and its business, financial condition, products, programming techniques, customers, suppliers, technology or research and development that is disclosed to you or to which you have access in connection with your use of the Services and provision of Rides and (ii) any information provided to you or that you obtain about Drivers, Members, Other Passengers or Account Passengers.

Confidential Information will not include any information that: (a) is or becomes part of the public domain through no fault of yours; (b) was rightfully in your possession at the time of disclosure, without restriction as to use or disclosure; or (c) you rightfully receive from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure.

You, and (if applicable) on behalf of your Account Passengers and your Other Passengers, agree to hold all Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, except in using the Service as contemplated hereunder, and not to disclose it to others.

You further agree to take all actions reasonably necessary to protect the confidentiality of all Confidential Information. In particular, if you are a Driver, you agree to use any information you receive or obtain about Members, Other Passengers or Account Passengers for the sole purposes of provision of the applicable Ride and for no other purpose and you agree not to disclose this information to any third party for any reason.

## **21. Governing Law and Dispute Resolution**

**A. Between You and Another User** Because Mom On Wheels is not involved in the provision of Rides, in the event that you (or, as a Member, your Other Passengers or Account Passengers, or (if applicable) on behalf of your Account Passenger or Other Passenger,) have a dispute with one or more other Members, Other Passengers, Account Passengers or Drivers, as applicable (each, an “**Other Party**”), you, and (if applicable) on behalf of your Account Passengers and your Other Passengers, agree to address such dispute directly with the Other Party in question. You, and (if applicable) on behalf of your Account Passengers and your Other Passengers, release Mom On Wheels (and our officers, directors, agents, investors, subsidiaries, and employees) (collectively “**Releasees**”) from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute. If such a dispute arises, Mom On Wheels may, in its sole discretion, facilitate communication between you and the Other Party in connection with such dispute. If such a dispute is unable to be resolved between you and the Other Party, Mom On Wheels may, in its sole discretion, and where feasible, intervene in such dispute and take any actions we deem appropriate.

**B. Governing Law** You, and (if applicable) on behalf of your Account Passengers and your Other Passengers, agree that: (i) the Service shall be deemed solely based in London, United Kingdom; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Mom On Wheels, either specific or general, in jurisdictions other than London, United Kingdom. These Terms shall be governed by the internal substantive laws of England and Wales, without respect to its conflict of laws principles.

You agree to submit to the jurisdiction of the Courts of England and Wales for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that England and Wales is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

**C. Agreement to Arbitrate** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM MOM ON WHEELS.

For any dispute with Mom On Wheels, you agree to first contact us at [support@mom-on-wheels.co.uk](mailto:support@mom-on-wheels.co.uk) and attempt to resolve the dispute with us informally. In the unlikely event that Mom On Wheels has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, “**Claims**”), by binding arbitration administered by the London Court of International Arbitrations (“**LCIA**”) in accordance with the LCIA Arbitration Rules (2014) (**the “LCIA Rules**”) then in effect except as modified by this “Dispute Resolution” section. The LCIA rules are available at [http://www.lcia.org/Dispute\\_Resolution\\_Services/lcia-arbitration-rules-2014.aspx](http://www.lcia.org/Dispute_Resolution_Services/lcia-arbitration-rules-2014.aspx). Any dispute arising out of or in connection with this claim, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be 1 (one). The seat, or legal place, of arbitration shall be London, United Kingdom. The language to be used in the arbitral proceedings shall be English. The governing law of the proceeding shall be the substantive law of England and Wales. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Mom On Wheels from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights.

**D. Class Action/Jury Trial Waiver.** WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU, AND (IF APPLICABLE) ON BEHALF OF YOUR ACCOUNT PASSENGERS AND YOUR OTHER PASSENGERS, AGREE THAT, BY ENTERING INTO THESE TERMS, YOU, AND (IF APPLICABLE) YOUR ACCOUNT PASSENGERS AND YOUR OTHER PASSENGERS, AND MOM ON WHEELS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

**E. Changes to Dispute Resolution Provisions.** Notwithstanding the provisions of the "Changes to Terms or Services" section above, if Mom On Wheels changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to [support@mom-on-wheels.co.uk](mailto:support@mom-on-wheels.co.uk)) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Mom On Wheels' email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Mom On Wheels in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

## **22. Insurance**

Mom On Wheels meets and exceeds the standard insurance requirements. Mom On Wheels is insured to transport and care for children. Our branded vehicles have a Specialist Insurance Coverage which covers the children in our care, in addition to our standard coverage of £5,000,000 for vehicles, drivers, and passengers. We also have specialized Public Liability Insurance coverage with a standard limit of indemnity of £10,000,000.

Drivers should check with their personal insurers to determine whether and to what extent their personal insurance policies provide coverage for driving and other

activities associated with providing Rides. Personal insurance policies may not cover Drivers' bodily injury or property damage in connection with the Services.

A copy of Mom On Wheels' Certificate of Liability Insurance is available on request.

### **23. Text Messaging**

As part of the Service you, or your Account Passengers or Other Passengers, may receive certain Mom On Wheels' notifications or information via text messaging.

You consent to receive, and you provide consent on behalf of your Account Passengers and Other Passengers for such Passengers to receive, such communications via text message or call to your mobile telephone number. You may incur additional charges from your wireless provider for these services. You, and (if applicable) on behalf of your Account Passengers and your Other Passengers, agree that you are solely responsible for any such charges.

### **24. General Terms**

#### **A. Entire Agreement**

These Terms constitute the entire and exclusive understanding and agreement between Mom On Wheels and you regarding the Services and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Mom On Wheels and you regarding the Services and Content. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

#### **B. Assignment**

You may not assign or transfer these Terms, by operation of law or otherwise, without Mom On Wheels' prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Mom On Wheels may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

### **C. Notification**

Any notices or other communications provided by Mom On Wheels under these Terms, whether such notifications are required by law or are for marketing or other business related purposes, including those regarding modifications to these Terms, will be given: by Mom On Wheels (i) via email; (ii) by posting to the Services, including by posting to this Site, or (iii) written or hard copy notice, as determined by Mom On Wheels in our sole discretion. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

### **D. Waiver**

Mom on Wheels' failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Mom On Wheels. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

### **24. Contact Information**

If you have any questions about these Terms or the Services, please contact Mom On Wheels at [support@mom-on-wheels.co.uk](mailto:support@mom-on-wheels.co.uk).