



3. The transportation service (“Services”) is made available to you by EZ Ride using applications and technology developed by one of the TNC and/or its subsidiaries and affiliates (collectively, “TNC”). The Services are made available solely for your personal and noncommercial use.
4. The drivers are third party providers of such services under agreement with TNC ("Third Party Providers"). **YOU ACKNOWLEDGE THAT TNC AND EZ RIDE DO NOT PROVIDE TRANSPORTATION SERVICES, NOR FUNCTION AS A TRANSPORTATION CARRIER FOR THIS PROGRAM.**
5. Your use of the services constitutes your agreement to be bound by the terms prescribed by TNC on their website, as amended by them from time to time, along with other terms as detailed herein. If you do not agree to these terms, you may not access or use the services. These terms expressly supersede prior agreements or arrangements with you. TNC or EZ Ride may immediately terminate these terms or services with respect to you, or generally cease offering or deny access to the service or any portion thereof at any time for any reason.
6. TNC or EZ Ride may amend the terms related to the Services from time to time. Amendments will be effective upon posting of such updated terms at TNC or EZ Ride website. Your continued access or use of the services after such posting constitutes your consent to be bound by the terms, as amended.
7. You agree to maintain accurate, complete, and up-to-date information with EZ Ride at all time. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to use the Services or termination of this Agreement. You are responsible for all activity that occurs under your Account.
8. **PAYMENT:** You understand that use of the Services will result in charges to you for the transportation service you receive from a Third Party Provider ("Charges"). TNC / EZ Ride will facilitate your payment of the applicable Charges on behalf of the Third Party Provider, as such Third Party Provider's limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider.
  - ◆ Charges will be per concerned TNC’s rates applicable at the time any ride is requested or provided, as the case may be.
  - ◆ Charges paid by you are final and nonrefundable, unless otherwise determined by TNC and/or EZ Ride.
  - ◆ All Charges are due immediately and payment will be facilitated by EZ Ride using the preferred payment method (**Visa or MasterCard - credit or debit cards only**) designated in your Account. EZ Ride will send you a monthly summary of all rides and money transactions.
  - ◆ TNC and EZ Ride reserve the right to establish, remove and/or revise Charges for any or all services obtained at any time in TNC and EZ Ride's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. EZ Ride will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof.
  - ◆ TNC / EZ Ride may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you.
  - ◆ You may elect to cancel your request for services at any time prior to the Driver / Third Party Provider's arrival, in which case you may be charged a cancellation fee by TNC along with an administrative fee charged by EZ Ride.
  - ◆ You understand and agree that, while you are free to provide additional payment as a gratuity to any Driver / Third Party Provider who provides you with services, you are under no obligation to do so. Gratuities are voluntary.
  - ◆ **REPAIR OR CLEANING FEES:** You shall be responsible for the cost of repair for damage to, or necessary cleaning of, Driver / Third Party Provider vehicles and property resulting from

your use of the Services in excess of normal "wear and tear" damages and necessary cleaning ("Repair or Cleaning"). In the event that a Driver / Third Party Provider reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by TNC in TNC's reasonable discretion, TNC / EZ Ride reserve the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the Driver / Third Party Provider using your payment method designated in your Account. Such amounts will be transferred to the applicable Third Party Provider and are non-refundable.

9. **DISCLAIMER:** The Services are provided "as is" and "as available." TNC and EZ Ride disclaim all representations and warranties, express, implied, or statutory, not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose and noninfringement. In addition, TNC and EZ Ride make no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the Services, or that the Services will be uninterrupted or error-free. TNC and EZ Ride do not guarantee the quality, suitability, safety or ability of the Drivers / Third Party Providers. You agree that the entire risk arising out of your use of the services, and any service or good requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.
10. **LIMITATION OF LIABILITY:** TNC and EZ Ride shall not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, lost data, personal injury, or property damage related to, in connection with, or otherwise resulting from any use of the services, even if TNC / EZ Ride have been advised of the possibility of such damages. TNC and EZ Ride shall not be liable for any damages, liability or losses arising out of: (i) your use of or reliance on the Services or your inability to access or use the Services; or (ii) any transaction or relationship between you and any Driver / Third Party Provider, even if TNC and EZ Ride have been advised of the possibility of such damages. TNC and EZ Ride shall not be liable for delay or failure in performance resulting from causes beyond TNC and EZ Ride's reasonable control. You acknowledge that the Driver / Third Party Transportation providers providing transportation services requested through some request brands may offer ridesharing or peer-to-peer transportation services and may not be professionally licensed or permitted. In no event shall TNC or EZ Ride's total liability to you in connection with the services for all damages, losses and causes of action exceed five hundred U.S. dollars (US \$500). The Services may be used by you to request and schedule transportation with third party providers, but you agree that TNC and EZ Ride have no responsibility or liability to you related to any transportation provided to you by Driver/ Third Party Providers other than as expressly set forth in these terms. The limitations and disclaimer in this section 9 do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law.
11. **INDEMNITY:** You agree to indemnify and hold TNC and EZ Ride, their officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services; (ii) your breach or violation of any of these Terms; (iii) TNC or EZ Ride's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.
12. Making reservation and riding is easy:
  - ◆ Call our Ride Coordinators at 1-866-208-1307, option #4, any time between 8:00 AM to 5:00 PM (M – F) and provide details of the ride (origin, destination and date/time) you need.
  - ◆ Ride Coordinators will check the price of the ride on TNC platform and confirm it with you before placing the request with one of them.
  - ◆ Ride is typically accepted instantaneously, or within a few minutes, by one of the TNC drivers. The information of the vehicle (license plate and type of car) along with the name of the driver will be provided to your mobile phone via text from TNC. Text charges may apply per your mobile carrier's policies.
  - ◆ If you are unable to receive the vehicle and driver information directly from TNC, our Ride Coordinator will call you to facilitate the ride as the TNC arranged vehicle arrives. Phone charges may apply per your phone/mobile carrier's policies.

13. Annual membership fee shall be \$15 per year per person.
14. EZ Ride may charge an administrative fee of \$1.00 per ride.
15. Subject to availability of funds, which will be confirmed on a quarterly basis, EZ Ride may offer the subsidies noted below to eligible riders per the following terms and conditions:
  - ◆ Either or both of the following subsidies may be provided to the eligible riders:
    - i. Reduction of TNC charges by \$1.00/trip
    - ii. Waiver of administrative fee, if any.
  - ◆ Subsidy is available for no more than eight (8) trips per month.
  - ◆ Any trips for dialysis shall be in addition to the eight (8) trips mentioned above.
16. Eligibility. Any senior (age 50 or more) who has a valid PAAD Card (Pharmaceutical Assistance for Aged and Disabled) from NJ Department of Human Services is eligible for the subsidy. Please provide a copy of your card with this form.
17. The driver will not change the destination after it is entered on TNC platform by the Ride Coordinator. If any change is allowed by TNC, you will be charged per TNC rates.
18. If you have a comment or complaint, please call us immediately so that the issue can be resolved or communicated to TNC. Prompt reporting is helpful in properly addressing your concerns.
19. Handling of incidents/accidents: In the event of any incident/accident, such as: unruly or uncooperative behavior, rider sickness, accident or other circumstances requiring immediate attention:
  - Please do NOT hesitate to call 9-1-1, if required, and then call your Ride Coordinator.
  - Keeping in view safety of our riders, Ride Coordinator will notify authorities/medical center, if not already done.
  - Emergency contact provided for the rider will be notified.
  - You should report the incident/accident to EZ Ride asap and provide the following details:
    - Date and time of the accident
    - Location of the accident
    - Name of the driver
    - Make/model and license plate number of your vehicle
    - Brief details of other vehicle(s) – make and license plate number of the vehicle
    - Brief description of the accident along with any pictures you may have taken.
20. Riders are responsible for their belongings and should not leave anything behind in the vehicle.
21. Riders should wear their seat belt.
22. We reserve the right to refuse service based on violation of any of TNC or EZ Ride rules.
23. **PHOTOGRAPHIC RELEASE:** Rider does hereby grant and convey unto the Provider all right, title, and interest in any and all photographic images and video or audio recordings made by the Provider related to the Rider's transportation activities with the Program, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**I agree to the above terms and conditions** \_\_\_\_\_  
*Signature*

PRINT  
 NAME \_\_\_\_\_ DATE \_\_\_\_\_