

Dollar (\$50.00) increments each time the available balance in your account drops to Twenty Five Dollars (\$25.00) or below.

2. Subject to any changes noted herein, all terms and conditions of the TNC as set forth on their respective websites (www.uber.com or www.lyft.com) are applicable to this program.
3. The transportation service (“Service”) is made available to you by EZ Ride using the applications and technology developed by a TNC and/or its subsidiaries and affiliates (collectively, “TNC”). The Service is made available solely for your personal use and may not be used commercially in any manner.
4. The drivers are third party providers of such services under agreement with TNC (“Driver” or "Third Party Providers"). YOU ACKNOWLEDGE THAT EZ RIDE DOES NOT PROVIDE TRANSPORTATION SERVICES, NOR FUNCTIONS AS A TRANSPORTATION CARRIER FOR THIS PROGRAM.
5. Your use of the Service constitutes your agreement to be bound by the terms and conditions prescribed by each respective TNC as displayed on its website, which may be amended from time to time, along with other terms and conditions as detailed herein. If you do not agree to these terms, you may not access or use the Service. These terms and conditions expressly supersede any and all prior agreements or arrangements you have made with EZ Ride. TNC or EZ Ride may 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 and conditions related to the Service from time to time. Amendments will be effective upon posting of such updated terms and conditions on the websites of TNC or EZ Ride. Your continued access or use of the Service after such posting constitutes your consent to be bound by the terms and conditions, as amended.
7. You agree to maintain accurate, complete, and up-to-date account information with EZ Ride at all times. Your failure to maintain accurate, complete, and up-to-date account information, including an invalid or expired payment method on file, may result in your suspension from use of the Service and/or termination of this Agreement.
8. PAYMENT: You understand that use of the Service will result in charges to you for the transportation services you receive from a Third Party Provider ("Charges"). TNC / EZ Ride will facilitate your payment of the applicable Charges on your behalf, 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.
 - Fees associated with any given ride will be at the applicable rate of the TNC at the time the ride is requested / 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 authorized 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 rendered 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, however you will be responsible regardless of your awareness of such Charges.
- TNC / EZ Ride may from time to time provide certain members with promotional offers and discounts that may result in different amounts charged for the same or similar services obtained through the use of the Service as other members. You agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Service or the Charges applied to you for services requested and delivered.
- You may elect to cancel your request for a ride at any time prior to the Driver's arrival, in which case you may be charged a cancellation fee by the TNC and an administrative fee charged by EZ Ride.
- You understand and agree that, while you are free to provide a gratuity to any Driver who provides you with services, you are under no obligation to do so. Gratuities are voluntary and subject to the terms and conditions of the TNC. Any gratuities must be paid directly to the driver in cash. EZ Ride will not be responsible to make payment of any gratuity on your behalf.

9. REPAIR OR CLEANING FEES: You shall be responsible for the cost of any necessary repairs for damage to, or necessary cleaning costs of Driver's vehicle, associated with any use of the Service that goes beyond normal wear and tear ("Repair or Cleaning"). In the event that a Driver 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 using your payment method designated in your Account. Such amounts will be transferred to the applicable Third Party Provider and are non-refundable.

10. DISCLAIMER: The Service is provided "as is" and "as available." TNC and EZ Ride disclaims all representations and warranties, express, implied, or statutory, whether or not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In addition, EZ Ride makes no representation, warranty, or guarantee regarding the

reliability, timeliness, quality, suitability, or availability of the Service, or that the Service will be uninterrupted or error-free. TNC and EZ Ride do not guarantee the quality, suitability, safety or ability of the Drivers. You agree that the entire risk arising out of your use of the Service, and any services or goods requested in connection therewith, remain solely with you, to the maximum extent permitted under applicable law.

11. **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 Service, 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 Service or your inability to access or use the Service; 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 TNCs 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 Service for any and all damages, losses and causes of action exceed Five Hundred Dollars (\$500). The Service may be used by you to request and schedule transportation with an available TNC, 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 do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law.

12. **INDEMNIFICATION:** 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 Service; (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 such as Drivers.

13. **Making reservations and riding is easy:**

- Call our Ride Coordinators at 1-866-208-1307, option #4, any time between 8:00 AM to 8:00 PM (M – F) and provide details of the transportation (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 any available TNC.
- Ride is typically accepted instantaneously, or within a few minutes, by one of the TNC drivers. Identifying particulars 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 directly 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 via text or otherwise, our Ride Coordinator will call you to facilitate the ride as the TNC arranged vehicle arrives at your pick-up location. Phone charges may apply per your phone/mobile carrier's policies.

14. Annual membership fee is Fifteen Dollars (\$15.00) per person.

15. EZ Ride may charge an administrative fee of \$2.50 per ride.

- Subject to availability of funds, which will be confirmed on a quarterly basis, EZ Ride may waive the administrative fee up to \$1 for eligible riders per the following terms and conditions.
- 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 upon enrollment.

17. The Driver will not change the destination after it is entered on the 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 the Ride Coordinator immediately so that the issue may be resolved or communicated to TNC. Prompt reporting is helpful and essential in properly addressing your concerns.

19. Handling of incidents/accidents: In the event of any incident or accident, such as, unruly or uncooperative behavior, rider sickness, motor vehicle 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 as soon as practicable 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 must wear their seat belt.

22. EZ Ride reserves the right to refuse service based on violation of any of the terms and conditions of TNC or EZ Ride.

23. PHOTOGRAPHIC RELEASE: Rider does hereby grant and convey unto EZ Rider all right, title, and interest in any and all photographic images and video or audio recordings made by EZ Ride or its agents related to the Rider's transportation activities with the Service, as well as, any royalties, proceeds, or other benefits derived from such use of said photographs, images, videos, or audio recordings.

I agree to the above terms and conditions _____
Signature

PRINT
NAME _____ DATE _____