

Pool Terms of Service

Last modified: June 17, 2020

The Service

Pool, Inc. has developed a carpooling platform (“Pool”) to connect commuters that are looking for a ride (“Riders”) with other commuters that may be headed in the same direction (“Drivers”). By using Pool, you are agreeing to Pool’s Terms of Service.

Important Note: POOL IS A PLATFORM SERVICE THAT CONNECTS RIDERS WITH DRIVERS, AND ALL CARPOOL ARRANGEMENTS MADE THROUGH POOL ARE BETWEEN RIDERS AND DRIVERS. POOL IS NOT A PARTY TO ANY CARPOOLING AGREEMENTS. POOL DOES NOT REPRESENT OR ENDORSE AND WILL NOT BE RESPONSIBLE FOR:

1. THE ACTIONS, ERRORS OR OMISSIONS OF ANY POOL USER;
2. THE TRUTH OR ACCURACY OF ANY INFORMATION PROVIDED BY A POOL USER; OR
3. A POOL USER’S COMPLIANCE WITH THE TERMS OR ANY APPLICABLE LAW.

POOL DISCLAIMS ALL LIABILITY FOR THE ACTIONS, ERRORS OR OMISSIONS OF POOL USERS.

4. ANY LEGAL ACTIONS DUE TO DRIVING CONDITIONS. DRIVERS ARE INDEPENDENT OPERATORS AND ARE NOT POOL EMPLOYEES.

Using Pool

You may use Pool only as permitted by law. We may suspend or stop providing Pool to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Intellectual Property

Using Pool does not give you ownership of any intellectual property rights in Pool or the content you access. You may not use content from Pool unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in Pool.

Communications

In connection with your use of Pool, we may send you notifications, service announcements, administrative messages, promotions and other information, via email, SMS, and other channels. You may opt out of any or all of those communications (other than important communications relating to your account or confirmations) at any time.

Safe Use of the Service

Pool is available on mobile devices. Do not use Pool in a way that distracts you or prevents you from obeying traffic or safety laws.

Arranging a Ride

Please be considerate when using Pool. When you schedule a Ride with another Pool user, you are committing to meet that user at a specified location at a certain time and agreeing to share a Ride with that user. Be sure you want to share the Ride before requesting or accepting it, and make best efforts to be at the meeting point on time.

Cancelling a Ride

You can cancel a Ride, but it may affect your ability to request or accept future Rides. Pool reserves the right to charge a cancellation fee to Riders or Drivers that cancel rides in a manner that is inconvenient to the other carpool participant.

Driver-Specific Terms Driver Eligibility Criteria

If you are a Driver and want to provide Rides through Pool, you must:

- Hold a valid driving license for the area in which you are driving;
- Drive safely and in accordance with all applicable driving rules and laws;
- Ensure your vehicle is roadworthy, and has all certifications required by law;
- Have appropriate insurance coverage for all rides and any accidents that may occur during a ride, including without limitation personal injury protection insurance coverage for your vehicle with no less than the minimum limits required by applicable law;
- Only provide rides in a personal capacity and not in the course of a business; and
- Not use Pool to generate a profit;

Providing Rides

You agree to not misrepresent in any way, whether material or not, any aspect of your identity, background, credentials, regulated status or professional standing when using Pool. You agree to comply with all applicable laws and regulations in the jurisdictions in which you provide or offer to provide Rides. If your offer or provision of a Ride requires a license or other regulatory approval, you must first obtain that license or approval and remain in good standing before offering or providing the Ride. Pool Inc. has no obligation to display your Ride offers and reserves the right to display Ride offers to Pool users at Pool Inc.'s discretion.

Information Shared With Riders

The following information may be visible to other users in Pool to help connect you with Riders:

- Your name and Pool profile picture;
- Your place of work as derived from your work email domain, if you have provided it;
- Your vehicle make, model, color and registration identifier (license plate);
- How long you have been a Pool user;
- The number of rides you have completed;
- Reviews or ratings made by other Pool users;
- Other profile information that you have added or that is shown on your profile screen; and
- Location information while you are en route to pick up a Rider and for the duration of each Ride; Pool will share your current location and your estimated time of arrival at the agreed pickup location with the applicable Rider.

Rider-Specific Terms Verifying Driver Details

Although Pool Inc. may in some instances attempt to verify certain information provided by Drivers, Pool Inc. has no obligation to do so and makes no representations regarding the accuracy of such verification. It is your responsibility to verify the identity, qualifications and status of a Driver.

Information Shared With Drivers and Riders

The following information may be visible to other users in Pool to help connect you with Drivers and other Riders:

- Your name and Pool profile picture;
- Your place of work based on your work email domain, if you have provided it;
- Other profile information that you have added

Pricing

The Rider may be required to pay the Driver a contribution towards the Driver's costs of gas and vehicle depreciation in connection with such Ride (the "Price"). Both Driver and Rider agree to their respective Prices by requesting a ride (as a Rider) and accepting the request (as a Driver). If Driver has enough seats, Driver may pick up multiple Riders and each may make contributions towards the Driver's costs. The Price between each Rider and the Driver may vary depending on whether other Riders join or leave the Driver's carpool. As a result, the Price for each Rider may decrease if other Riders join the carpool, or increase if other Riders leave the carpool, and the amount received by the Driver may vary as a result. Any changes in Price can be reviewed in the Pool app at any time. Any payments (including payment requests and transfers) must be made exclusively through the Pool platform.

Pool Inc.'s Commission

Drivers agree that Pool Inc. may deduct a commission from the Price. The amount the Driver actually receives for a Ride (the Price less Pool Inc.'s commission) is called the “**Reimbursement**”.

Completed Rides

Riders are obligated to pay the Price to Drivers after the Ride is completed. A Ride is completed after the Driver drops the Rider off at the requested drop-off point, using Pool, and each of the Driver and Rider have submitted feedback in connection with the Ride.

Payment Corporation

If you are using the Service in the United States, payments are processed by Stripe Inc. (“Stripe”) In order to pay the Price (if you are a Rider) or receive the Reimbursement (if you are a Driver), and you must agree to the payment terms as specified in Stripe’s Terms of Service. Please ensure that you read those terms carefully before agreeing to them and completing any rides.

Payment Processing Methods

Pool Inc. may make available to you various payment processing methods to facilitate Pool related payments. You must abide by any relevant terms and conditions or other legal agreement, whether with Pool Inc., Pool Inc. Payment Corporation, or a third party, that governs your use of a given payment processing method. Pool Inc. may add or remove payment processing methods at its sole discretion and without notice to

you. If you are a Rider, once a Ride is complete, Pool Inc. or Pool Inc.’s payment processor may charge your credit card or other form of payment that you indicate for the Price, along with any additional applicable amounts (including any taxes). You are solely responsible for all amounts payable associated with Rides you obtain through Pool.

Outstanding Payments

If you are a Rider, you agree to pay and are solely responsible for all amounts due for Rides; you will not be able to use the Pool platform if any amounts are outstanding or due to Drivers.

Payment Terms

If you are a Driver, your accumulated Reimbursements will be paid to you once per month or more frequently as permitted by the Pool platform. Notwithstanding the foregoing, Pool Inc. (or the applicable payment processor) will not be obligated to settle Reimbursements to you for any Rides for which Pool Inc. has not received full settlement in final available funds from the Rider. Pool Inc. may change the minimum amount required for disbursement at any time. Pool Inc. will not grant any credit to Drivers.

Compliance with Tax Laws

You must comply with any and all applicable tax laws, including the reporting and payment of any taxes arising in connection with your use of Pool or payments made through Pool. The reporting and payment of any such applicable taxes are your responsibility.

Taxes

Drivers are responsible for determining if the Reimbursement is taxable, and for remitting taxes to the appropriate tax authority. Riders must pay for Rides without any reduction for Taxes. "Taxes" means any duties, customs fees, or taxes (other than income tax) associated with providing Rides, including any related penalties or interest.

Reimbursements and Chargebacks

Pool Inc. is not responsible for any fraudulent use of Pool or for any chargebacks, reversals or other failure of a Rider to pay the Price. Where a Rider charges back or otherwise reverses a transaction, Drivers agree to return any corresponding amount already provided by Pool. Pool may set off any amounts owed to Drivers against any amounts that Driver owes (for example, as a result of chargebacks or reversals).

Disputes

Any disputes relating to Rides and carpooling agreements are between Riders and Drivers. Pool Inc. is under no obligation to resolve disputes between Pool users. If a Rider and Driver resolve a dispute in the Rider's favor, Pool Inc. may deduct the value of any overpaid Reimbursement from future Reimbursements due to the Driver.