

## DRIVER TERMS & CONDITIONS

**Last Updated: November 21, 2017**

These Driver Terms and Conditions ("Agreement") constitute a legal agreement between you ("Driver" or "You") and Fasten Inc., a Delaware corporation ("Fasten") with its principal place of business at 60 South Street, Boston, MA 02111.

PLEASE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY BEFORE ACCESSING OR USING THE FASTEN APPLICATION AND/OR ANY SERVICES PROVIDED BY FASTEN.

BY ACCESSING OR USING THE FASTEN APPLICATION AND SERVICES YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, WHICH ESTABLISHES A CONTRACTUAL RELATIONSHIP BETWEEN YOU AND FASTEN. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE FASTEN SERVICES AND/OR THE FASTEN APPLICATION.

Fasten may immediately terminate this Agreement with respect to you, or generally cease offering or deny access to the Fasten Application and/or Fasten Services or any portion thereof, at any time for any or no reason whatsoever.

Fasten may amend and/or change the Terms and Conditions related to the Fasten Application and/or Services from time to time. Such changes will be effective immediately upon posting of such changed Terms and Conditions at <https://fasten.com/legal/driver-items> or in/through the Application and no other notice shall be required. Hereby, you expressly acknowledge and agree that it is your responsibility to regularly review this Agreement, and by continued use of the Fasten Application and/or Services after any changes are made, you consent to, and acknowledge that you have reviewed and understood such changes.

YOUR CONTINUED ACCESS OR USE OF THE FASTEN APPLICATION AND/OR THE FASTEN SERVICES AFTER SUCH POSTING CONSTITUTES YOUR CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS, AS AMENDED.

Fasten is the developer and provider of a mobile applications and associated software (collectively the "Software" as defined below) and the Fasten Service (as defined below). The Software enables a person who has downloaded a copy of the App (as defined below) and signed up as a user to request transportation services from Drivers who have executed this Agreement, have downloaded, and are using the Driver App (as defined below).

You are an independent Driver legally authorized to provide transportation services in the state(s) and jurisdiction(s) in which you operate. As used herein, "You" and "Driver" shall include you, your employees, subcontractors, agents and representatives, all of which shall be bound by the terms of this Agreement. Your purpose of entering into this Agreement is to access and use the Fasten Service and Software to increase your transportation business, whether as a sole proprietorship, or incorporated entity. **IMPORTANT NOTE: FASTEN IS NOT A TRANSPORTATION COMPANY, NOR DOES IT PROVIDE ANY TRANSPORTATION SERVICES.**

## DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following definitions apply:

**“Affiliated Company”** means a company that directly or indirectly is under control of or controls the relevant party, by having fifty percent (50%) or more of the voting stock, or other ownership interest, or the majority of the voting rights.

**“App”** means the software application developed, owned, controlled, managed, maintained, hosted, licensed and/or designed by Fasten (or its Affiliated Companies) to run on smartphones, tablet computers and/or other devices, through which the Fasten Service is made available.

**“City”** means the state, city, municipality, place, region or territory in which the Driving Service shall be made available by the Driver.

**“Data”** means all data with regard to or transmitted using the Device, the App, the Driver App, the Fasten Service or the Driver ID, and/or data relating to the User, the Driver and/or the Ride.

**“Device”** means the relevant smartphone or such other device used by the Driver that may be supported by Fasten (in its sole discretion) in order for the Driver to use and have limited access to the Fasten Service and to enable the Driver in providing the Driving Service to the Users.

**“Driver”** means You, and includes you as an individual Driver, or your company providing the transportation services, your employees, subcontractors, agents and representatives.

**“Driver App”** means the software application developed, owned, controlled, managed, maintained, hosted, licensed and/or designed by Fasten (or its Affiliated Companies) to run on the Device for limited and non-exclusive use by the Driver.

**“Driver ID”** means the identification and password key allotted by Fasten to the Driver by which the Driver can access and use the Driver App.

**“Driving Service”** means the transportation service as provided, made available or rendered by/through the Driver with the Vehicle, upon request of the User through the App.

**“Fare”** means the amount (including applicable taxes and fees) that the Driver is entitled to charge the User for the Ride, based on the fares for the City as set out on [www.fasten.com/cities](http://www.fasten.com/cities) or in the App.

**“Fasten Service”** means the on-demand, lead-generation service through the App, SMS (text messaging), web based requests or such other platforms, communication media or channels, as are from time to time operated and made available by or on behalf of Fasten, that allow a User to request Driving Service from the Driver that is available to and is accepted by the User. “Fasten Service” also includes Fasten’s arrangement for a third party payment processor or mobile payment platform to process the Fare for a Ride requested via the App and distribution of the Fare (minus the Fee) to the Driver.

**“Fee”** means the charges paid by the Driver to Fasten for the Fasten Service.

**“Intellectual Property Right”** means any patent, copyright, invention, design, trademark or service mark, whether registered or not, trade name, brand, logo, slogan, know-how, utility model, or, where relevant, any application for any such right, including know-how, trade or business name, domain name (under whatever extension, e.g. .com, .nl, .fr, .eu, etc.), social media/network accounts and names, or any other similar right or obligation, whether registered or unregistered, or other industrial or intellectual property right subsisting in any territory or jurisdiction anywhere in the world.

**“Ride”** means the transportation of the User by the Driver from the point of pick-up of the User until the point of drop-off of the User.

**“Ride Fee”** means the fee that Fasten charges directly to the consumer for using the Fasten platform.

**“Software”** means Fasten’s mobile applications and associated software, including but not limited to the App and the Driver App.

**“Toll Charges”** means any and all road, bridge, ferry, tunnel, parking, and airport toll charges, including inner-city congestion, environmental or similar charges.

**“User”** means a person who has signed up and is registered with Fasten for the use of the App and/or the Fasten Service.

**“User Information”** means information provided by Fasten to the Driver via the Driver App indicating the User’s pick-up location, the User’s name and/or other information included by the User in the User’s profile with Fasten.

**“Vehicle”** means any motorized vehicle (whether powered by an internal combustion, hybrid or electric engine) that is in safe and clean condition and fit for passenger transportation as required by applicable laws and regulations and that has been accepted by Fasten and identified as the vehicle to be used by the Driver in the provision of the Driving Service.

**“Website”** means the Fasten website [www.fasten.com](http://www.fasten.com).

## **LICENSE GRANT**

### **Use of and Access to the Driver App.**

Fasten hereby grants Driver a non-exclusive, non-transferable, terminable at-will license to use the Software and Fasten Service, subject to the terms and conditions of this Agreement, for the sole purpose of providing and rendering the Driving Service within the City to and for the benefit of the Users. All rights not expressly granted to Driver are reserved by Fasten and its licensors.

### **Restrictions.**

(a) Driver shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Fasten Service or the Software in any way; (ii) modify or make derivative works based upon the Fasten Service or the Software; (iii) create

Internet “links” to the Fasten Service or Software or “frame” or “mirror” any Software on any other server or wireless or Internet-based device; (iv) reverse engineer, decompile, modify, or disassemble the Software, except as allowed under the applicable law; (v) access the Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Fasten Service or Software, or (c) copy any ideas, features, functions or graphics of the Fasten Service or Software; or (vi) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any programs, which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Fasten Service or Software.

(b) Driver shall not use the Software and Fasten Service to: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or that violates third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Software or Fasten Service or the data contained therein; (v) attempt to gain unauthorized access to the Software or Fasten Service or its related systems or networks; (vi) contact any customer or person other than in the ordinary course of performing the Driving Service; or (vii) make any use of the Software and Fasten Service other than as specifically required or necessary in order to deliver the Driving Service.

### **Unavailability.**

Driver acknowledges and agrees that the Software or the Fasten Service may, from time to time, be unavailable (e.g., due to scheduled maintenance or system upgrades) and that Fasten cannot, and does not, guarantee any specific or minimum availability of the Software or the Fasten Service.

IN NO EVENT SHALL FASTEN, ITS AFFILIATED COMPANIES AND ITS LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) THAT MAY RESULT FROM UNAVAILABILITY OF THE SOFTWARE OR THE FASTEN SERVICE, WHICH MAY BE INCURRED BY DRIVER, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE FASTEN SERVICE OR SOFTWARE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE FASTEN SERVICE OR SOFTWARE. Driver’s sole and exclusive remedy and Fasten’s sole and exclusive liability for any such unavailability shall be for Driver to cease use of the Software and/or Fasten Service.

### **Ownership.**

Fasten (and its Affiliated Companies and licensors, where applicable) shall own and have all rights (including Intellectual Property Rights) in and to the Software, the Fasten Service, the Driver ID and the Data. Insofar the Driver and/or his/her employees, subcontractors, agents and representatives may, by operation of applicable law or otherwise, obtain any rights (including Intellectual Property Rights) in relation thereto, these rights shall be and are hereby transferred (insofar permitted under the applicable law, in advance) to Fasten. Rights obtained by any of the Driver’s employees, subcontractors, agents and representatives should be transferred to Fasten via the Driver. Where a

transfer may not be permissible under the applicable law, the Driver hereby undertakes to grant, and to procure from his/her employees, subcontractors, agents and representatives such a grant, to Fasten of a perpetual, exclusive (exclusive also with regard to the Driver), worldwide and transferable right and license under any such non-transferable rights.

## **OBLIGATIONS OF THE DRIVER**

- (a) Driver shall have the sole responsibility to Users or third parties, including Driver's employees, subcontractors, agents and representatives, for any obligations or liabilities that arise from the Driver's use of the Fasten Service, the Software, or from Driver's provision of the Driving Service.
- (b) By using the Fasten Service to receive and accept requests for transportation and by providing the Driving Service to the User, the Driver accepts, agrees and acknowledges that a direct legal relationship is created and assumed solely between the Driver and the User. Fasten shall not be responsible or liable for the actions, omissions and behavior of the User in or in relation to the activities of the Driver and/or the Vehicle.
- a. Driver acknowledges and agrees that the Driver, including Driver's employees, subcontractors, agents and representatives, is solely responsible for taking such precautions as may be reasonable and proper (including taking out adequate insurance in conformity with standard market practice and in conformance with any applicable regulations or other licensing requirements) regarding any acts or omissions of the User or the Driver. Driver acknowledges and agrees that Fasten may release the contact or insurance information of the Driver to a User upon User's request.
- (c) Driver represents and undertakes to procure and ensure that Driver's employees, subcontractors, agents and representatives shall comply with, adhere to and observe the terms and conditions set forth in this Agreement and all applicable laws, regulations, rules, statutes or ordinances governing or otherwise relating to the Driving Service. To the extent required, the Driver hereby agrees and ensures that the rights, covenants, undertakings, representations and obligations of the Driver as set out in this Agreement shall apply to, and be assumed, accepted and taken over by Driver's employees, subcontractors, agents and representatives.
- (d) Within seven business days of receiving their Driver Certificate, a Driver shall disclose to the automobile insurance carrier, whose coverage applies to the vehicle(s) used by the driver to provide services, that the vehicle is used to provide services.
- (e) Drivers must be aware that a Driver's own automobile insurance policy might not provide coverage during the provision of Services. However, Fasten provides insurance coverage for the following limits during the stages of a pre-arranged ride stated below.  
A Driver logged onto the digital network and available to receive transportation requests, but not engaged in pre-arranged ride  
\$50,000 Bodily Injury (Per person)  
\$100,000 Bodily Injury (Per Accident)  
\$25,000 Property Damage (Per accident)

II. A Driver engaged in a pre-arranged ride  
\$1,000,000 Combined Single Limit (Each accident)  
\$50,000 Bodily Injury (Per person)  
\$100,000 Bodily Injury (Per Accident)  
\$25,000 Property Damage (Per accident)  
\$50,000 Auto Physical Damage

III. A Drive not logged onto the digital network nor engaged in a pre-arranged ride  
- \$0 in insurance coverage is provided in this instance

(f) Driver acknowledges that they will only be able to be logged onto the digital network for 12 (twelve) hours out of a 24 (twenty-four) hour period. If a driver tries to exceed this limit they will receive an error message with the amount of time they must wait in order to log onto the digital network.

(g) Driver acknowledges and agrees that he/she (and the Driver's employees, subcontractors, agents and representatives) will comply with all applicable laws and regulations (including tax, social security, labor and employment laws) governing or otherwise applicable to his/her relationship with Driver's employees, subcontractors, agents and representatives. Fasten does not exercise and does not intend to exercise any control over the Driver (or Driver's employees, subcontractors, agents and representatives).

(h) Driver acknowledges and agrees that he/she will safeguard, protect and keep the Driver ID at all times confidential and safely stored and shall not disclose it to any person.

(i) Driver undertakes that he/she will safeguard, protect and keep the User Information received from Fasten and the details of any Ride, at all times confidential and shall not disclose it to any person or store the information in any manner, except as required by law.

(j) Driver shall immediately notify Fasten of any actual, suspected, or potential security breach or improper use of the Driver App, the Driver ID, the Data or the User Information.

(k) Driver has complete discretion to operate his/her independent businesses in good faith including providing transportation services separate from those obtained using the Driver App. Access to the Driver App may be suspended or revoked, however, if Driver unlawfully, unfairly or in bad faith disparage Fasten.

(l) Driver shall not require any compensation for damages or losses including but not limited to image losses, loss of revenues or profit occurred due to or in consequence of the suspension or the cancellation of the Fasten Service to the Driver.

## **USE OF FASTEN SERVICE AND SOFTWARE BY DRIVER**

### **Driver ID.**

Upon the registration, Driver will create and/or Fasten will issue to the Driver a Driver ID (username and password) to enable him/her to access and use the Driver App in accordance with the terms and conditions of this Agreement. Fasten will have the right, at all times, whether with or without cause, and at Fasten's sole discretion, to reclaim, prohibit, suspend, limit or otherwise restrict the Driver from accessing or using the Driver App.

### **Driver Vehicle.**

The Driver understands that the Driver's Vehicle shall be properly maintained and kept in acceptable physical condition as determined by Fasten and applicable laws and regulations. Fasten will have the right, at all times and at Fasten's sole discretion, to reclaim, prohibit, suspend, limit or otherwise restrict the Driver from accessing or using the Driver App based on the Vehicle's legal, physical, or cosmetic condition.

### **Information provided to Users.**

(a) Driver acknowledges and agrees that upon a Driver's acceptance of a ride request in the App, a User will be provided specific information regarding the Driver and the Vehicle in relation to the Driving Service, including but not limited to the Driver's geo-location and rating, as well as the Vehicle's model, color, and photo. Additionally, once the Driver has accepted the User's request for transportation, the User will be provided with the license number of the Driver's Vehicle, the Driver's name and photo.

(b) Once the Driver has accepted a User's request for transportation, Fasten will provide the User Information to the Driver via the Driver App, including the User's location.

(c) Once the Driver arrives to the User's pick-up location, the Driver will be provided with the User's name and photo.

(d) The User shall inform the Driver of the destination or, if entered by the User in the App, the same will be provided to the Driver once he/she starts the Ride.

(e) The Driver retains the sole right to determine when and for how long he/she will utilize the Software and Fasten Service to receive lead generation service. The Driver also retains the option to accept or reject each request for transportation received via the Driver App, provided, however, that Fasten, in its sole discretion, may suspend providing Fasten Service to Drivers unreasonably rejecting requests.

## **Driver and User Ratings.**

- (a) Users who have used the Driving Service will be asked by Fasten to provide a rating for the Driving Service and the Driver, and may be asked to provide a comment. Fasten may also request the Driver to provide a rating for the User on the Driver App. Driver shall provide accurate and objective feedback. Fasten reserves the right to post both User and Driver ratings and comments for promotional purposes, with or without reference to the User or Driver.
- (b) The Driver acknowledges that Fasten is a distributor (without any obligation to verify) and not a publisher of these scores. Beyond the legal and regulatory requirements, Fasten shall not have and hereby disclaims any liability and responsibility for the content and consequences of the publication or distribution of any scores howsoever or whatsoever.
- (c) The Driver acknowledges that Fasten desires to provide users of its Software with the opportunity to connect with Drivers, which maintain the highest standards of professionalism. Driver agrees that he/she will maintain high standards of professionalism and service, including but not limited to professional attire and maintaining an average User rating set by Fasten based on the feedback from Users of its Software. Fasten utilizes a rating system designed to allow the Users of its Software to provide feedback on the level of service provided by those Drivers who accept requests for transportation received via the Fasten Service. Driver understands that there is a minimum rating he/she must maintain to continue receiving access to the Fasten Service and Software. In the event a Driver's rating falls below the applicable minimum rating, Fasten, at its sole discretion, may, but does not have to, notify the Driver by email or other written or electronic means of communication. In the event the rating (based on User feedback) has not increased above the minimum, Fasten may deactivate the Driver's access to the Software and to the Fasten Service. Fasten reserves the right, at all times and at Fasten's sole discretion, to reclaim, prohibit, suspend, limit or otherwise restrict the Driver from accessing or using the Driver App if the Driver fails to maintain the standards of appearance and service required by Fasten or the Users of the Fasten Software, in which case the Driver shall not require any compensation for damages or losses including but not limited to image losses, loss of revenues or profit occurred in consequence of the suspension or the cancellation of the Fasten Service to the Driver.

DRIVER EXPRESSLY WAIVES AND RELEASES FASTEN FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION (INCLUDING LIBEL AND OTHER TORTS), OR DAMAGES ARISING FROM THE RATINGS POSTED BY THE USERS AND DRIVERS. IN NO EVENT SHALL FASTEN, IT AFFILIATED COMPANIES AND LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) THAT MAY RESULT FROM SUCH RATINGS.

## **Disclosure of Information.**

In case of a complaint, dispute or conflict between the Driver on the one hand and the User on the other hand or in other appropriate instances where a legitimate reason for such disclosure exists (for



example, receipt by Fasten of a subpoena or warrant requesting information), Fasten may, but shall not be required to (to the extent permitted by applicable laws and regulations) provide the User, the Driver and/or the relevant authorities the relevant data (including personal data) of the Driver. Fasten may also disclose such other information of the Driver as set forth in this Agreement.

## **CALCULATION OF FARES AND FEES**

### **Fares.**

(a) The pricing structure used in calculating the Fare for the Driving Service can be found at <http://fasten.com/cities> or on the Driver App, or can at any time be communicated to the Driver by Fasten.

DRIVER UNDERSTANDS THAT REAL-TIME FARE INDICATION MAY BE INCLUDED IN THE APP AND THAT FASTEN IN NO WAY GUARANTEES THAT THE FARE AMOUNT ACTUALLY CHARGED WOULD BE THE SAME AS THE AMOUNT THAT MAY BE QUOTED IN THE APP.

(b) As part of the Fasten Service provided to Driver, Fasten will arrange for a third party payment processor or mobile payment platform to process the Fare for a Ride requested via the App from/through the User's designated credit card or mobile payment platform. Driver understands that certain charges paid directly by the User to Fasten Service, including without limitation and by way of example, the Ride Fee, are separate from the Fare amount.

(c) Driver understands that tipping the Driver is in the sole discretion of the User.

PLEASE NOTE THAT FASTEN WILL NOT TAKE ANY COMMISSION FROM ANY TIPS PAID BY THE USER TO THE DRIVER.

(d) Driver acknowledges and agrees that, in Fasten's sole discretion, a User's cancellation fee may be waived.

### **Fasten's Fee.**

Driver shall pay Fasten for the Fasten Service a Fee in one of three ways:

(a) Per Ride Fee. A fixed Fee paid per Ride, which shall be set by Fasten at Fasten's sole discretion, based upon local market factors, and may be subject to change. The Fare will be collected by Fasten for and on behalf of the Driver. Driver agrees and requests that Fasten deducts its Fee payable on all Fares earned by the Driver and remits the remainder of the Fare to Driver.

(b) Daily Unlimited Fee. A fixed Fee per day, which shall be set by Fasten at Fasten's sole discretion, based upon local market factors, and may be subject to change. The Fares will be collected by Fasten for and on behalf of the Driver. Driver agrees and requests that Fasten deducts its fixed daily Fee from all Fares earned by Driver during the day and remits the remainder of the Fares, if any, to the Driver.

(c) Weekly Unlimited Fee. A fixed Fee per week, which shall be set by Fasten at Fasten's sole discretion, based upon local market factors, and may be subject to change. The Fares will be collected by Fasten for and on behalf of the Driver. Driver agrees and requests that Fasten deducts

its fixed weekly Fee from all Fares earned by Driver during the week and remits the remainder of the Fares, if any, to the Driver.

(d) The Driver may choose to pay Fasten a Per Ride Fee, Daily Unlimited Fee, Weekly Unlimited Fee or other promotional fee arrangements that Fasten may offer from time to time. Any change of the Fee will take effect upon expiration of the current (or previously chosen) Fee cycle (e.g., a week, a day, or a ride).

(e) The Fee shall be set by Fasten at Fasten's sole discretion and will be available to the Driver on the Driver App and/or in Driver's profile in the Software. The Fee is based upon local market factors and may be subject to change by Fasten with or without notice. In addition to the other charges described herein, the Fee amount may include charges for administrative or processing tasks undertaken by Fasten, including without limitation the processing of credit card or other mobile platform payments; the terms for such charges, if applicable, can be found at <http://fasten.com/drive>

(f) Shall the amount of Fare or Fares due to the Driver be less than the amount of Fee owed and due to Fasten for the Fasten Service no payment will be remitted to the Driver, provided, however, that in no event the Fee shall exceed the amount of Fare or Fares collected on behalf of the Driver during the relevant period.

### **Minimum Guarantee.**

To encourage Driver to use the Fasten Service, from time to time, Fasten may offer the Driver a minimum guarantee payment (hourly, daily or weekly) notwithstanding the amount of Fares actually earned by the Driver, provided that such minimum guarantee may be contingent on the time the Driver remains logged/signed into the Driver App and the percentage of requests the Driver responds to. The amount of such guarantee, however, may be changed by Fasten at its sole discretion and without notice, subject to certain conditions, including but limited to average number of requests and vehicles available at that time.

IMPORTANT NOTE: WHEN ACCEPTING A MINIMUM GUARANTEE THE AMOUNT OF GUARANTEE IS DETERMINED AS OF THE TIME WHEN THE DRIVER COMPLETES THE REGISTRATION PROCESS BY PROVIDING ALL THE INFORMATION REQUIRED BY FASTEN IN THE DRIVER APP AND THE SAME INFORMATION IS ACCEPTED AND PROCESSED BY FASTEN. NO GUARANTEE IS CREATED UNLESS AND UNTIL THE DRIVER COMPLETES THE REGISTRATION AND THE SAME IS ACCEPTED BY FASTEN.

### **Invoicing and payment terms.**

(d) Payment of the Fares to Driver shall be made in accordance with the payment method and to the account selected and specified during the Driver's registration process and saved in the Driver's profile.

DRIVER UNDERSTANDS AND AGREES THAT FASTEN DOES NOT VERIFY THE ACCOUNT

INFORMATION PROVIDED BY THE DRIVER AND WILL NOT BE RESPONSIBLE FOR ANY LOSSES, CHARGES, OR FEES AND/OR OTHER DAMAGES, WHICH MAY RESULT FROM A MISTAKE OR OMISSION BY THE DRIVER WHEN ENTERING HIS/HER ACCOUNT INFORMATION IN THE DRIVER APP OR THE FASTEN SOFTWARE.

(e) Fasten operates, and the Driver accepts, a system for receipts being issued by Fasten for and on behalf of the Driver to the User. The receipts, which are issued by Fasten for and on behalf of the Driver to the User shall be sent in copy by email or made available online to the Driver. The receipts may include specific information regarding the Driver in relation to the Driving Service, including but not limited to the Driver's name, photo, the Vehicle's license number.

(f) Driver represents that he/she will notify Fasten of any mistakes in and corrections necessary to the receipt for a Ride within three (3) business days after each Ride. Unless Fasten receives timely notification (within three (3) business days) of any correction needed, Fasten shall not be liable for any mistakes in the receipt or in any calculation of the Fares that are remitted to the Driver pursuant to the terms of this Agreement.

## **REPRESENTATIONS AND WARRANTIES**

Driver represents to Fasten that for the term of this Agreement:

(a) Driver holds, complies and shall continue to hold and comply with all permits, licenses and other governmental authorizations necessary for conducting, carrying out and continuing Driver's activities, operations and business in general and the Driving Service in particular;

(b) Driver shall comply with all local laws and regulations, including local traffic laws/rules, and the laws for being a driver for a transportation network company, the Driving Service and/or transportation services, and shall be solely responsible for any violations of such local laws and regulations;

(c) Driver has a valid Driver's license and is authorized to operate the Vehicle and has all the appropriate licenses, approvals and authority to provide transportation for hire to third parties in the City where the Driving Service is rendered or performed;

(d) Driver has the appropriate and up-to-date level of expertise and experience to enable and provide the Driving Service. The Driver is appropriately qualified and trained and will supply, provide and support Driving Service acting with due skill, care and diligence;

(e) Driver has and maintains a valid policy for the appropriate (transportation, personal injury, third party or general) liability insurance and such other insurances as are considered market practice (all in industry-standard coverage amounts) for the operation of the Vehicle and/or business insurance to cover any anticipated risks, damages and losses related to driving on a transportation network company's platform, Driving Service and/or transportation services (including the Driving Service), and not less than the minimum coverage amounts required by applicable law. Driver shall,

upon first request of Fasten, provide Fasten with a copy of the insurance certificate.

(f) Driver's employees, if any, are covered by workers' compensation insurance, as required by law. If permitted by law, Driver may choose to insure itself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance. Driver's subcontractors may also, to the extent permitted by law, maintain occupational accident insurance in place of workers' compensation insurance.

(g) Driver's Vehicle is kept in a clean condition at all times, is in good operating condition and meets the industry safety standards for a Vehicle of its kind;

(h) Driver maintains at all times the rating quality required by Fasten with respect to the Driver, the Vehicle and the Driving Service, as described above.

(i) Driver is the owner or lessee, or is otherwise in lawful possession of the Vehicle(s), and said Vehicle(s) is/are suitable for performing the commercial carriage services contemplated by this Agreement, which equipment complies with all applicable federal, state and local laws.

(j) Driver will abide by all applicable federal, state, and local laws with respect to operation of a motor vehicle, including but not limited to not using the Driver App or Device to communicate with the User or Fasten's Support without an appropriate "handsfree" device or type/send text messages while operating the Vehicle.

DRIVER IS DULY REGISTERED FOR FEDERAL, STATE, AND LOCAL TAX PURPOSES; DRIVER IS A SOLE PROPRIETORSHIP, A PARTNERSHIP, A LIMITED LIABILITY COMPANY, CORPORATION OR OTHER FORM OF BUSINESS ENTITY DULY FORMED AND/OR OPERATED UNDER APPLICABLE STATE LAWS; DRIVER HAS PROCURED AND AT ALL TIME MAINTAINS AND SHALL MAINTAIN INSURANCE AS PRESCRIBED BY APPLICABLE LAWS; AND DRIVER IS SOLE RESPONSIBLE FOR COLLECTING, REPORTING AND PAYING ALL FEDERAL, STATE AND LOCAL TAXES, AS REQUIRED BY LAW, INCLUDING BUT NOT LIMITED TO APPLICABLE SALES AND USE TAX, SELF-EMPLOYMENT TAX, AND/OR OTHER PAYROLL TAXES.

#### **Disclaimers.**

(a) Fasten provides, and the Driver accepts, the Fasten Service and the Driver App on an "as is" and "as available" basis. Fasten does not warrant or guarantee that the Driver's or the User's access to or use of the Fasten Service, the Website, the App or the Driver App will be uninterrupted or error free.

(b) THE FASTEN SERVICE AND SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. FASTEN IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

(c) FASTEN, ITS AFFILIATED COMPANIES AND LICENSORS DISCLAIM ANY AND ALL

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, REGARDING ANY CONTENT OF AND DRIVER'S ABILITY OR INABILITY TO USE [FASTEN.COM](https://www.fasten.com), THE SOFTWARE, THE DEVICE, THE DRIVER APP, AND THE FASTEN SERVICE.

(d) FASTEN EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES REGARDING THE DRIVER APP AND THE FUNCTIONING OF THE INTERNET WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FASTEN DOES NOT WARRANT THAT THE DRIVER APP WILL MEET ALL OF DRIVER'S REQUIREMENTS OR THAT ITS OPERATIONS WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT WITHIN THE DRIVER APP WILL BE CORRECTED. FURTHERMORE, FASTEN DOES NOT WARRANT NOR MAKE ANY REPRESENTATION REGARDING THE RESULTS OF DRIVER'S USE OF THE DRIVER APP IN TERMS OF CAPABILITY, CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION, REPRESENTATION OR ADVICE GIVEN BY FASTEN OR ITS AGENTS AND/OR EMPLOYEES SHALL CREATE SUCH A WARRANTY.

## **INDEMNITY**

(a) Subject to the exceptions set forth in this Agreement, the Driver agrees, undertakes, and ensures that the Driver will indemnify, defend and hold Fasten (and its Affiliated Companies and employees, as well as Fasten's licensors, suppliers, officers, directors and subcontractors) harmless from and against any and all claims, demands, expenses (including legal fees), damages, penalties, fines, sanctions, social contributions and taxes by a third party (including Users, regulators and governmental authorities) arising out of Driver's breach of any of these terms and conditions, and any of Driver's activities conducted in connection with, or otherwise directly or indirectly related to this Agreement and Driver's use of the Software, the Device, the Driver App, and the Fasten Service.

(b) Driver is solely responsible for ensuring that the Driver, including Driver's employees, subcontractors, agents and representatives, takes reasonable and appropriate precautions in relation to any third party with which they interact in connection with the Driving Service. Where this allocation of the parties' mutual responsibilities may be ineffective under applicable law, the Driver undertakes to indemnify, defend and hold Fasten harmless from and against any claims that may be brought against Fasten in relation to the Driver's provision of the Driving Service.

## **RELATIONSHIP BETWEEN THE PARTIES**

(a) The relationship between the Parties is solely that of independent contracting parties.

THE PARTIES EXPRESSLY AGREE THAT THIS AGREEMENT IS NOT AN EMPLOYMENT AGREEMENT AND IT DOES NOT CREATE ANY EMPLOYMENT RELATIONSHIP. THE PARTIES FURTHER AGREE THAT NO EMPLOYMENT CONTRACT IS CREATED BETWEEN FASTEN AND THE DRIVER OR DRIVER'S EMPLOYEES, SUBCONTRACTORS, AGENTS AND REPRESENTATIVES.

(b) The Parties expressly agree that no joint venture, partnership, employment, or agency

relationship exists between Driver, Fasten or any third party provider as a result of this Agreement or use of the Fasten Service or the Software.

(c) Driver acknowledges and agrees that it has no authority to bind Fasten and undertakes not to hold itself out as an employee, agent or authorized representative of Fasten. Where, by implication of mandatory law or otherwise, the Driver may be deemed an agent or representative of Fasten, the Driver undertakes and agrees to indemnify, defend and hold Fasten harmless from and against any claims by any person or entity based on such implied agency relationship.

BY ACCEPTING THIS AGREEMENT THE DRIVER ATTESTS THAT IT IS DULY REGISTERED FOR FEDERAL, STATE, AND LOCAL TAX PURPOSES, AND THE DRIVER UNDERSTANDS, ACKNOWLEDGES AND ACCEPTS HIS/HER SOLE RESPONSIBILITY TO COLLECT, REPORT AND REMIT ALL FEDERAL, STATE AND LOCAL TAXES, AS REQUIRED BY LAW, INCLUDING BUT NOT LIMITED TO APPLICABLE SALES AND USE TAX, SELF-EMPLOYMENT TAX, AND/OR OTHER PAYROLL TAXES, AS WELL AS HIS/HER OBLIGATION TO PROCURE AND AT ALL TIME MAINTAIN INSURANCE AS PRESCRIBED BY APPLICABLE LAWS, INCLUDING BY NOT LIMITED TO WORKERS' COMPENSATION INSURANCE.

### **LIMITATION OF LIABILITY**

(a) IN NO EVENT SHALL FASTEN'S AGGREGATE LIABILITY, WHETHER IN CONTRACT OR TORT, EXCEED THE FEES ACTUALLY PAID BY AND/OR DUE FROM DRIVER IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL FASTEN, ITS AFFILIATED COMPANIES AND LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). FASTEN, ITS AFFILIATED COMPANIES AND LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY DRIVER, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE FASTEN SERVICE OR THE SOFTWARE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE FASTEN SERVICE OR THE SOFTWARE.

(b) If the disclaimer of liability by Fasten shall, for some reason, not have any effect, the maximum aggregate liability of Fasten vis-a-vis the Driver, is limited to 50% of the total amount of the Fee paid to Fasten by the Driver in the year (12 months) preceding the event that led to the liability.

(c) All defenses (including limitations and exclusions of liability) in favor of Fasten apply (i) regardless of the ground upon which a liability is based (whether default, breach, tort or otherwise), (ii) irrespective of the type of breach of obligations (guarantees, contractual obligations or otherwise), (iii) for all events and all agreements together, (iv) insofar no event of willful misconduct or gross negligence of Fasten or its management has occurred, and (v) also for the benefit of its Affiliated Companies and employees and, at the request of Fasten, Fasten's licensors, suppliers and subcontractors.

(d) Fasten makes no guarantees, warranties, or representations as to the actions or conduct of any User who may request transportation service from the Driver. Responsibility for the decisions the Driver makes regarding transportation services offered via the Software or the Fasten Service (with all

its implications) rests solely with the Driver. Driver agrees that it is his/her responsibility to take reasonable precautions in all actions and interactions with any third party the Driver interacts with through and in connection with using the Software and the Fasten Service.

(e) The transportation services that Driver provides pursuant to this Agreement are fully and entirely Driver's responsibility. Fasten does not screen or otherwise evaluate potential riders/Users of Driver's transportation services. Driver understands, therefore, that by using the Software and the Fasten Service, the Driver may be introduced to third parties that may be potentially dangerous, and that Driver uses the Software and the Fasten Service at his/her own risk.

(f) Notwithstanding the right of Driver's employees, subcontractors, agents and representatives, if applicable, to take recourse against the Driver, the Driver acknowledges and agrees that he/she is at all times responsible and liable for the acts and omissions of the Driver's employees, subcontractors, agents and representatives vis-à-vis the User and Fasten, even where such vicarious liability may not be mandated under applicable law.

FASTEN WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY SUCH THIRD PARTIES AND DRIVER EXPRESSLY WAIVES AND RELEASES FASTEN FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM DRIVER'S USE OF THE SOFTWARE OR THE FASTEN SERVICE, OR IN ANY WAY RELATED TO THE THIRD PARTIES INTRODUCED TO THE DRIVER BY/THROUGH THE SOFTWARE OR THE FASTEN SERVICE. DRIVER EXPRESSLY WAIVES AND RELEASES ANY AND ALL RIGHTS AND BENEFITS UNDER THE LAW OF ANY STATE, WHICH DECLINES TO EXTEND A GENERAL RELEASE TO CLAIMS, WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

## **TERM, TERMINATION AND SUSPENSION**

(a) This Agreement shall commence on the date this Agreement is accepted, for an indefinite period of time, unless terminated by either party by written notice or through blocking/cancellation of the Driver's account with Fasten, whether by Fasten or by the Driver.

(b) Fasten may terminate this agreement effective immediately, without any notice requirement, at such moment when the Driver no longer qualifies, under the applicable law or at the discretion of Fasten, to provide the Driving Service or to operate the Vehicle.

(c) Furthermore, Fasten reserves the right, at any time and without explanation or notice, to temporarily block the Driver, which shall prevent the Driver from receiving requests.

DRIVER EXPRESSLY WAIVES AND RELEASE FASTEN FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM TERMINATION OR SUSPENSION OF THIS AGREEMENT, OR TEMPORARILY BLOCKING THE DRIVER. IN NO EVENT SHALL FASTEN, ITS AFFILIATED COMPANIES AND LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL,

CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE)

THAT MAY RESULT FROM TERMINATION OR SUSPENSION OF THIS AGREEMENT, OR TEMPORARILY BLOCKING THE DRIVER.

- (d) Each party may terminate this Agreement or suspend the Agreement in respect to the other party, with immediate effect and without a notice of default in case of:
  - (i) a material breach by the other party of any term of the Agreement (including but not limited to breach of representations or receipt of a significant number of User complaints); or
  - (ii) insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event against the party).
- (e) Upon termination of the Agreement, the Driver shall promptly return all Data provided to him/her by Fasten without withholding a copy thereof.

## **BACKGROUND CHECK**

- (a) By accepting this Agreement, the Driver hereby authorizes Fasten and its designated agents, representatives, or third party contractors to conduct a comprehensive review of the background of the Driver, including, if applicable, his/her principals, officers, and employees, causing an investigative consumer report to be generated and evaluated by Fasten for the purpose of providing the Driver with access to the Software, the Driver App, and the Fasten Service. Driver understands that the scope of the investigative consumer report may include, but is not limited to the following areas: verification of social security number; credit reports, current and previous residences; employment history, education background, character references; drug testing, civil and criminal history records from any criminal justice agency in any or all federal, state, county jurisdictions; driving records, birth records, and any other public records.
- (b) Driver further authorizes any individual, company, firm, corporation, or public agency to divulge any and all information, verbal or written, pertaining to him/her, to Fasten and/or its agents. Driver further authorizes the complete release of any pertinent records or data, which the individual, company, firm, corporation, or public agency may have, including information or data received from other sources.
- (c) Driver understands that based on the results of the comprehensive review of the Driver's background, as well as other information provided during the signup/application/registration process, Fasten may reject the Driver, in which case Fasten shall not be required and is under no obligation to provide any explanation whatsoever.
- (d) Driver authorizes Fasten to release his/her personal information, to the extent required, to third party contractors used by Fasten to conduct the background check. The information received by Fasten as a result of the background check shall be maintained in a confidential manner.



## CONFIDENTIALITY

(a) Parties understand and agree that in the performance of this Agreement, each party may have access to or may be exposed to, directly or indirectly, confidential information of the other party (the “**Confidential Information**”). Confidential Information includes Data, transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information that either a disclosing party designates as being private or confidential or of which a receiving party should reasonably know that it should be treated as private and confidential.

(b) Each party agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party and receiving party shall not use any Confidential Information for any purpose except in furtherance of this Agreement; (b) it shall maintain, and shall use prudent methods to cause its employees, officers, representatives, contracting parties and agents (the “**Permitted Persons**”) to maintain, the confidentiality and secrecy of the Confidential Information; (c) it shall disclose Confidential Information only to those Permitted Persons who need to know such information in furtherance of this Agreement; (d) it shall not, and shall use prudent methods to ensure that the Permitted Persons do not, copy, publish, disclose to others or use (other than pursuant to the terms hereof) the Confidential Information; and (e) it shall return or destroy all (hard and soft) copies of Confidential Information upon written request of the other party and/or upon termination of this Agreement.

(c) Notwithstanding the foregoing, (a) Confidential Information shall not include any information to the extent it (i) is or becomes part of the public domain through no act or omission on the part of the receiving Party, (ii) was possessed by the receiving Party prior to the date of this Agreement, (iii) is disclosed to the receiving Party by a third party having no obligation of confidentiality with respect thereto, or (iv) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, and (b) nothing in this Agreement shall prevent, limit or restrict a Party from disclosing this Agreement (including any technical, operational, performance and financial data, but excluding any User Data) in confidence to an Affiliated Company.

## LOCATION-BASED SERVICES

(a) For the purpose of rendering the Fasten Service, the Driver explicitly agrees and acknowledges that geo-location information regarding the Driver who is available for the Driving Service or performing the Driving Service shall be monitored and traced by Fasten through the Driver App via GPS tracking or otherwise. The relevant details of the Driver and the Ride and the position of the Driver shall also be disclosed to the User on the App.

(b) To provide location-based services on the App and for analytical, marketing and commercial purposes of Fasten, Fasten may collect, use, and share precise geo-location data, including the real-time geographic location of the Driver. This location data is used by Fasten to provide and improve location-based products and services. Information Driver provides may be transferred or accessed by entities around the world. Fasten abides by the “safe harbor” frameworks set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information collected by organizations in the European Economic Area and Switzerland. Driver expressly consents to Fasten’s use of location-based services and Driver expressly waives and releases Fasten, its Affiliated Companies and Licensors from any and all liability, claims, causes of action or damages arising from Driver’s use of the Software or the Fasten Service, or in any way relating to the

use of the geo-location and other location-based services.

## **MODIFICATIONS TO THIS AGREEMENT**

(a) Fasten reserves the right to modify the terms and conditions of this Agreement at any time, effective upon publishing an updated version of this Agreement <https://fasten.com/legal/driver-items> or on the Software, including the Driver App.

(b) Driver hereby expressly acknowledges and agrees that, by using or receiving (or continuing to use and receive) the Fasten Service, and downloading, installing or using the Software, including the Driver App, Driver and Fasten are bound by any future amendments and additions to this Agreement or documents incorporated herein, including the Fee schedule. Continued use of the Fasten Service or the Software, including the Driver App, after any such changes shall constitute Driver's consent to such changes. Driver is responsible for regularly reviewing this Agreement.

(c) The Driver further agrees that to the extent a notice may be required under applicable law or this Agreement, such notice is properly given if it is (i) provided via email to the email address recorded in the Driver's profile, (ii) communicated by a notification on the Driver App; (iii) sent by a text message to the phone number recorded in the Driver's profile; or (iv) by any other means of electronic communication reasonably calculated to apprise the Driver of the modification(s).

## **MISCELLANEOUS**

(a) If any provision of this Agreement is or becomes invalid or non-binding such provision shall not invalidate the rest of the agreement, and the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

(b) Neither party shall be entitled to assign, transfer, encumber any of its rights and/or obligations under this Agreement without a prior written consent of the other party, provided that Fasten may assign, transfer, encumber any of its rights and/or the obligations under this Agreement, in whole or in part, without a prior written consent of the Driver, (a) to an Affiliated Company or (b) in the event of a merger or sale of assets.

(c) This Agreement (including the schedules, annexes and appendixes, which form an integral part of this Agreement) constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous negotiations, discussions, agreements, arrangements, offers, undertakings or statements, whether verbal, electronic, or in writing, regarding such subject matter. This Agreement may be modified only in a writing accepted by the parties; this Agreement may not be amended, by implication or otherwise, by any marketing material contained on the Fasten website, the Software, the Driver App or the App. Nothing contained in this provision or this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims.

## **Governing Law and Interpretation.**

The interpretation of this Agreement shall be governed by law of the Commonwealth of Massachusetts, without regard to the choice or conflicts of law provisions of any jurisdiction. These

provisions are only intended to specify the use of Massachusetts's law to interpret this Agreement and the forum for disputes asserting a breach of this Agreement, and these provisions shall not be interpreted as generally extending Massachusetts law to Driver if the Driver does not reside or otherwise operate his/her business in Massachusetts. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of Fasten to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Fasten in writing.

### **Dispute Resolution; Agreement to Arbitrate.**

We will try work in good faith to resolve any issue you have with Fasten Application and/or Fasten Services, if you bring that issue to the attention of our customer service department. However, we realize that there may be rare cases where we may not be able to resolve an issue to your satisfaction.

1. You and Fasten agree that any dispute, claim or controversy arising out of or relating in any way to this Agreement or the Fasten Application and/or Fasten Services, including, but not limited to, any dispute, claim or controversy relating to the validity or enforceability of this arbitration provision, shall be determined by binding arbitration instead of in courts of general jurisdiction. This arbitration provision applies to any dispute, claim or controversy arising from events that occurred before, on or after the effective date of this Agreement. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Fasten are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and any other contractual relationship between you and Fasten.

2. If you desire to assert a claim against Fasten, and you therefore elect to seek arbitration, you must first send to Fasten, by certified mail, a written notice of your claim ("Notice"). The Notice to Fasten should be addressed to: 745 Atlantic Avenue, Suite 645, Boston, MA 02111, Attn: CEO ("Notice Address"). If Fasten desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written Notice to the most recent address we have on file or otherwise in our records for you. A Notice, whether sent by you or by Fasten, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Fasten and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Fasten may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by Fasten or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration from the American Arbitration Association at [www.adr.org](http://www.adr.org). If you are required to pay a filing fee, after Fasten receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for more than US \$10,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures

for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Use, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by requesting them from us by writing to us at the Notice Address. The arbitrator is bound by this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this Agreement, including this arbitration agreement. Unless Fasten and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. (If you reside outside of the United States, any arbitration hearings will take place in your country of residence at a location reasonably convenient to you, but will remain subject to the AAA Rules including the AAA rules regarding the selection of an arbitrator). If your claim is for US \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Fasten's last written settlement offer made before an arbitrator was selected (or if Fasten did not make a settlement offer before an arbitrator was selected), then Fasten will pay you the amount of the award or US \$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for payment or recovery attorneys' fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

3. YOU AND FASTEN AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Fasten agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

If this Agreement to Arbitrate provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of this Agreement shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts located in and for County of Suffolk, Massachusetts.

BY CLICKING "I ACCEPT", YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND TAKEN STEPS TO THOUGHTFULLY CONSIDER THE CONSEQUENCES OF THIS AGREEMENT, THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT, AND THAT YOU ARE LEGALLY COMPETENT TO ENTER INTO THIS AGREEMENT WITH FASTEN.