

Updated as of November 17, 2016: Read entirely for full terms and conditions.

Customer Terms and Conditions

By registering as a Customer on the GoDEZI.com website, you agree to the following Terms and Conditions. The Terms and Conditions are a binding contract between you and GoDEZI, LLC (hereinafter "GoDEZI"). GoDEZI is the owner and operator of GoDEZI.com and its mobile applications (hereinafter referred to collectively as "GoDEZI.com"). For purposes of this agreement (referred to interchangeably as "Contract," "Terms and Conditions," or "Agreement"), any references to "you" or "your" shall refer to you, the Customer utilizing the GoDEZI website, mobile application, and/or referral service and software. Any reference to "we," "us," or "our," shall refer solely to GoDEZI.

Definitions

Except as otherwise defined in this Agreement, capitalized terms have the following meanings:

"Customer" is a customer, whether registered or not registered, of GoDEZI.com or a GoDEZI mobile application, that utilizes GoDEZI's referral service to connect with Drivers willing to provide designated driving services.

"Driver" is a registered driver of GoDEZI.com that utilizes GoDEZI's referral service to connect with Customers seeking designated driving services.

Description of Service

GoDEZI is a referral service that provides information to you about where, when, and from whom you may obtain driving services. By signing up with this service (referred to interchangeably as "online service," "referral service," or "service"), we agree to provide you with timely information about Drivers that may serve you. We require a referral fee and compliance with this Agreement in exchange for services, as set forth in this Agreement. By creating an account and receiving our referrals to Drivers, you agree to abide by all of the terms and conditions in this Agreement. During peak usage of the service, Drivers may not be available. Referrals to Drivers are available on a first come, first serve basis, and service is not guaranteed until confirmed by GoDEZI.

Registration

Before receiving any services from GoDEZI, you must become a registered Customer and/or sign a Waiver (for owners of vehicles requiring designated driving services, but not yet a registered Customer with GoDEZI). A registered Customer is one who completes the Customer registration process in one of three ways: by (1) filling out a registration form online through the "Book Now" section on <http://www.GoDEZI.com>; (2) calling 1-844-469-

3394 and asking to be signed up as a registered Customer; or (3) completing the "Customer Registration" section on GoDEZI's mobile application. Signing a Waiver, or completing the waiver process by phone, does not make you a registered Customer.

Online Account

As a Customer, you will select an account username and password for access to an online account with GoDEZI.com. You will be solely responsible for maintaining the confidentiality of the online account and its password, and are solely responsible for any and all activities that occur under your account.

As a GoDEZI.com account holder, you agree to (a) immediately notify us of any unauthorized use of your account or any other breach of security, and (b) ensure that you always exit from your account at the end of each session. You agree that GoDEZI will not be liable for any loss or damage arising from your failure to comply with these requirements.

You acknowledge, consent, and agree that GoDEZI may access, preserve, and disclose your account information if, in our sole discretion, we believe doing so is necessary to: (a) comply with legal process; (b) enforce the Terms and Conditions; (c) respond to claims that any online content violates the legal rights or obligations of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property, and personal safety of GoDEZI, its users, and the public.

GoDEZI, in its sole discretion, expressly reserves the right to immediately modify, suspend, or terminate your account and refuse current or future use of our online services and referral services. Reasons for doing so include, but are not limited to, instances in which GoDEZI believes in its sole discretion, you have: (i) violated or tried to violate the legal rights of others to use the services of and/or associate with GoDEZI; or (ii) have violated this Agreement. You hereby agree that, under this Agreement, GoDEZI is not required to give you any prior notice of termination of your account and referrals.

By creating an online account, you acknowledge and understand that the software that embodies GoDEZI.com includes security components that allow us to protect, record, and preserve data that is utilized by operation of the software and your personal privacy. For more information about GoDEZI's security and privacy controls, see GoDEZI's Privacy Policy available here. By using any software made available through the online service, you agree that you shall not attempt to override or circumvent any such protective, recording, or preservation measures, including but not limited to the usage rules embedded in the software.

Customer Conduct

- You agree to use GoDEZI.com only for lawful purposes.

- You agree to use GoDEZI.com only for its intended purposes.
- You agree not to disrupt GoDEZI.com.
- You agree not to interfere with or compromise the security of GoDEZI.com, or any computer, server, account, network, data, software and/or hardware associated with GoDEZI.com.
- You agree not to disrupt or interfere with any other person's use of GoDEZI.com.
- You agree not to attempt to obtain access to any portion of GoDEZI.com, any computer, server, account, network, software and/or hardware associated with GoDEZI.com, from which you are restricted.
- You agree that you are solely responsible for any actions you undertake while visiting GoDEZI.com and that you will comply with all applicable local, state, federal, and foreign laws, rules and regulations applicable to GoDEZI.com and the Internet, including United States copyright law.
- You are responsible for all content that you post on, transmit through or link from or to GoDEZI.com.
- You warrant that all information you provide to gain access to the services provided by GoDEZI.com is accurate and truthful.
- GoDEZI reserves the right to prohibit any conduct involving GoDEZI.com that it deems to be inappropriate or illegal.
- GoDEZI does not knowingly or intentionally collect personal information from children under the age of 13. The content of GoDEZI.com is directed at adults and is intended for use only by adults and children over the age of 13. If you are under the age of 13, you may not submit any personal information to GoDEZI.

• **Payments and Fees**

In exchange for a referral fee, GoDEZI shall provide you with the opportunity to connect with Drivers willing to provide designated driving services. You hereby acknowledge and agree that your registration is made in order to facilitate a business transaction, and not a transaction to purchase goods or services for personal or household use.

GoDEZI shall list all pricing for all services in U.S. Dollars.

You may consider three options:

1. Personal Pilot Service: GoDEZI shall refer you to a Driver that is available to drive you in

your own vehicle for an entire night, on a per-hour basis, for a minimum of four (4) hours. Rates vary by location. You will be billed for both driving and non-driving hours, and the total will be rounded up to the nearest full hour.

2. Pick-Up Service: GoDEZI shall refer you to two Drivers that are available to drive you and your vehicle from one specified location to another, at a flat rate of \$15 (for a local special) or \$20.00 dollars, plus the cost of booking fees, mileage, and time. Mileage rates vary by location. If, upon arriving at the designated location, the Driver waits for over 2 minutes, you will be assessed a \$1 fee for each minute the Driver continues to wait.

3. Event Service: GoDEZI shall refer you to Driver teams able to "stand-by" at an event location, available to transport event attendee(s) and their vehicle(s) home upon signature of a Waiver. Hourly rates per team vary by location. Booking fees also apply.

GoDEZI will automatically and immediately bill you for any referral you request, based upon the billing option you choose, by means of the credit card information you provide during the registration process, whenever possible.

If your credit card is invalid or unauthorized for any reason, your access to GoDEZI's referral service may be suspended or cancelled immediately, without notice, and all the information contained within it may be deleted permanently.

You will be responsible for paying any tolls or parking fees required during your use of the service, and will be responsible for any tolls required for the Driver to travel to your location prior to commencing your service.

You hereby agree that GoDEZI may alter service fees at any time, without prior notice to you, to affect any future referral from GoDEZI.

Referral Cancellation/Revisions

If you wish to cancel your reservation request for a referral, you must do so at least two hours prior to the requested start time. Failure to do so will result in an automatic, minimum cancellation charge of \$25. Any cancellations/revisions to a reservation must be made through the GoDEZI office either by editing the order in your profile on www.GoDEZI.com or by calling 1-844-469-3394 and speaking to a live customer service representative.

- If you wish to cancel your pickup service request for a referral, you must do so at least two minutes after initiating a request for service. Failure to do so will result in an automatic, minimum cancellation charge of \$10. Any cancellations must be made through the GoDEZI mobile application by using the cancel ride feature.

- **Restriction**

You are not permitted to receive driving services from Drivers registered with GoDEZI except through your contractual relationship with GoDEZI. All requests for service with GoDEZI must be placed directly with GoDEZI through its mobile application, website, or phone line. Calling a Driver directly is not considered a request for service with GoDEZI. You hereby agree that receiving driving services of the type provided to referrals from GoDEZI, and from the Drivers you obtain knowledge of through GoDEZI is a material breach of this Agreement and all rights and protections provided by this Agreement to you are null and void, and you hereby waive any rights or remedies you have against GoDEZI under this agreement or under applicable law.

If you violate this provision, GoDEZI may, in its sole discretion and without notice, in addition to any remedies available under applicable law, (i) suspend or terminate you from current or future services through GoDEZI; (ii) pursue any remedy necessary to enforce this provision in a court of law; and (iii) and recover damages related to enforcing this provision including but not limited to (a) lost profits, costs, expenses, and attorney's fees.

Copyright, Trademark, and Intellectual Property

All information, content and material made available by GoDEZI through GoDEZI.com, including, but not necessarily limited to, any computer code, design, text, drawings, photographs, graphics, sound recordings and video recordings as well as any copyrights, trademarks, patents or other intellectual property or proprietary rights comprising GoDEZI.com or any component or element of GoDEZI.com (collectively, the "Content") is owned by or licensed to GoDEZI. The compilation of the Content on GoDEZI.com is the exclusive property of GoDEZI and its licensors and is protected by U.S. and international copyright law.

GoDEZI and its licensors retain all rights in the Content of GoDEZI.com. The Content may not be modified, copied, distributed, or otherwise transmitted in any form or by any means, in whole or in part, without the prior written consent of the respective owner thereof.

GoDEZI and all derivations thereof are trademarks of GoDEZI. Other marks used on GoDEZI.com are either registered trademarks, trademarks, trade names, service marks, or otherwise protected property of GoDEZI and may not be used, copied or imitated without the prior written consent of GoDEZI.

Alteration of GoDEZI.com

GoDEZI may change, suspend, or discontinue any feature, aspect, or service available through GoDEZI.com at any time. GoDEZI may alter the availability of any feature of

GoDEZI.com or service related to any feature of GoDEZI.com at any time. GoDEZI may add, remove, or modify any content of GoDEZI.com, including that of third parties, at any time.

Liability

GoDEZI carries automobile liability and automobile collision insurance that provides liability coverage for damage and loss in the event of automobile accidents caused by its referred Drivers. For GoDEZI to consider a claim under GoDEZI's insurance policies you must submit an official police report of the accident that states that the Driver was at fault. However, either you or your Driver may be personally liable for damages that either the Driver's, GoDEZI's, or your insurance does not cover. Please see the section entitled "Duty to Notify & Cooperate / Procedure in Case of Accident or Injury" for the terms and procedure in the event of an accident that may invoke insurance coverage.

As a condition of using the services of GoDEZI, you are required to maintain and carry proof of your respective state's minimum motor vehicle insurance (Hereinafter "Policy"). This requirement is not intended to be a limitation of insurance. To the extent that you carry motor vehicle insurance above the state's minimum (such as comprehensive insurance), that is a your choice. Accordingly you are at risk of any content loss or physical damage that occurs during your use of the service through no fault of Driver. That insurance must cover the vehicle you plan to be transported in by a GoDEZI referred Driver. You must own that vehicle, or comply with this section as well as the section below entitled "Car Ownership."

You shall make available proof of the Policy to your Driver prior to receiving service. You agree that you will notify GoDEZI immediately if you do not have such insurance due to a failure to purchase, cancellation, or lapse.

Car Ownership

In the event that you do not own the vehicle in which you plan to be transported by a GoDEZI referred Driver, you must notify GoDEZI immediately. Failure to do so is a material breach of this Agreement.

Prior to receiving any requested driving services under these circumstances, the vehicle owner must provide to GoDEZI a completed, written Waiver, or call to verbally agree to the terms of the Waiver by phone. If either a written or verbal waiver is not received by two hours prior to the beginning of your reservation, the order may be subject to cancellation. If your order is cancelled for your failure to provide a waiver at least two hours prior to your reservation, you will be assessed a late cancellation fee of \$25.00.

Notwithstanding your previous representations to GoDEZI or your Driver regarding vehicle ownership, in the event that you utilize driving services through GoDEZI and GoDEZI has not received any form of waiver regarding vehicle ownership, you represent and warrant to GoDEZI that you have obtained lawful access to a vehicle that you own, and are lawfully

using that vehicle to consummate GoDEZI's referral services.

By failing to obtain any form of waiver based on vehicle ownership, GoDEZI does not waive any right to enforce any provisions of this Agreement, including indemnification and hold-harmless provisions.

Independent Contractor

You hereby acknowledge that you are receiving only referral services from GoDEZI, and that each Driver to whom you are referred is an independent contractor and is not an employee of GoDEZI. You and GoDEZI agree that this relationship does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the Driver and GoDEZI.

You also acknowledge that any Driver to whom you are referred is not authorized to enter into or commit GoDEZI to any agreements beyond those authorized by this Agreement. Furthermore, the Driver is contractually bound to not represent itself as the agent or legal representative of GoDEZI, and shall not be construed as ever doing so.

You further acknowledge that your Driver is solely liable and responsible for any injury, loss, or damage occurring as a result of the Driver's actions or failure to act in providing driving services to you. You agree to hold harmless and release GoDEZI from any and all claims, damages, losses, and causes of action including, without limitation, costs, awards, settlements, attorney fees, and damages, to the extent caused by the Driver's actions or failure to act.

Indemnification & Waiver

You agree to forever waive, indemnify, defend, and hold harmless GoDEZI and its officers, directors, employees, agents, and other representatives from and for any claims, allegations, lawsuits, or other proceedings for any injury, loss, or damage resulting from a referral from GoDEZI, including costs of litigation, settlement, award, and attorney fees. You agree to forever indemnify, agree to defend, and hold harmless GoDEZI and its officers, directors, employees, agents and other representatives from and against all damages, losses, and causes of action including, without limitation, costs, awards, settlements, attorney fees, and damages to the extent caused by:

1. Breach of any provision of this Agreement by you;
2. Misrepresentation or falsity of any affirmation, warranty, or claim by you within this Agreement or while receiving service;
3. Negligent or willful acts by you;
4. Non-compliance or breach of any applicable law, rule or regulation by you; and/or
5. Infringement of any right of any third party by you.

In the event of any litigation or proceeding brought against GoDEZI and arising out of or in any way connected with any of the above events or claims against which you agree to defend GoDEZI, you shall, upon notice from GoDEZI, vigorously resist and defend such actions or proceedings in consultation with GoDEZI through legal counsel reasonably satisfactory to GoDEZI.

You hereby agree that, should GoDEZI submit any claim to its insurance carrier on your behalf, such submission does not constitute a waiver of any of the terms in this section.

Duty to Notify & Cooperate / Procedure in Case of Accident or Injury

In case of an accident, injury, violation of law, or violation of the terms and conditions of this Agreement by any person, you agree to provide immediate, written notice to GoDEZI. Written notice shall include a detailed narrative of the event or violation, including where it occurred, when it occurred, who was involved, and what damages are alleged, sent to "contact@GoDEZI.com."

Once you notify GoDEZI of any accident or injury to persons or property, GoDEZI will provide you with the information necessary to contact the Driver and his/her insurance carrier. You will have the sole responsibility of pursuing any claim, should you feel that one exists, with your insurance carrier or the Driver and his/her insurance carrier. After an inquiry has been made of both the Driver's and your insurance, and if and only if neither policy has provided coverage for your claim, you may submit the claim to GoDEZI for consideration under GoDEZI's corporate insurance policy. To do so, send a request to our service department. For GoDEZI to consider a claim under GoDEZI's insurance policies you must submit an official police report of the accident that states that the Driver was at fault. GoDEZI's insurance coverage provides a second layer of protection against unforeseen auto accidents during GoDEZI's referral service. GoDEZI on a case by case basis, in its sole discretion and at any point with or without cause, can make the decision to not pursue any claim brought by a Customer or Driver.

You also agree to fully and timely cooperate in any investigation by GoDEZI of any incident reported by you, a Driver, or any other person; any suit brought by a third party; and/or any process of binding arbitration that may affect a right or interest of GoDEZI. You acknowledge that your cooperation shall include, when relevant, release of any insurance information and medical information and/or tests, including your medical and law enforcement records, related to any accident, injury, violation of law, or violation of the terms and conditions of this Agreement.

Disclaimers

- GoDEZI makes no representations or warranties of any kind concerning the operation of GoDEZI, or the content, information, and/or services available on or through GoDEZI.com.

- GoDEZI does not guarantee the accuracy, adequacy, or completeness of any information provided through GoDEZI.com and is not responsible for any errors or omissions, or for the results obtain from use of such information.
- GoDEZI is not responsible for and cannot guarantee freedom from viruses, worms, or unauthorized persons attempting to access GoDEZI.com or your computer or other systems from or through GoDEZI.com.
- Your use of GoDEZI.com is solely at your own risk.
- We make no warranties that the content, information, and/or services provided through GoDEZI.com are accurate, reliable, or current.

THE COMPANY DISCLAIMS, TO THE MAXIMUM EXTENT PERMISSIBLE, ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF SATISFACTORY QUALITY AND PERFORMANCE, IN RELATION TO THE CONTENT, INFORMATION, SERVICES PROVIDED AT, THROUGH, OR IN CONNECTION WITH GODEZI.COM.

Limitation of Liability

EXCEPT AS PROVIDED IN THIS AGREEMENT, NEITHER WE, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, SERVING, HOSTING, MAINTAINING AND/OR UPDATING GODEZI.COM SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF GODEZI.COM, THE SERVICE OR THE CONTENT, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES ARISING FROM HARM INCLUDING, BUT NOT LIMITED TO INJURY TO PROPERTY OR PERSON, MISTAKES, OMISSIONS, INTERRUPTIONS, DETERIORATION OR CORRUPTION OF FILES, DELETION OR CORRUPTION OF E-MAIL, ERRORS, LOSS OF DATA, LOSS OF PROFITS, DEFECTS, VIRUSES, AND/OR DELAYS, THAT RESULT FROM YOUR USE OF OR INABILITY TO USE GODEZI.COM, RESULTING FROM ACTS INCLUDING BUT NOT LIMITED TO ACTS OUTSIDE OF OUR CONTROL, NETWORK FAILURE, HARDWARE OR SOFTWARE FAILURE, THEFT, INTERNET FAILURE, UNAUTHORIZED ACCESS, THE COMPANY'S NEGLIGENCE OR YOUR OWN ERRORS AND/OR OMISSIONS AND ANY OTHER CAUSE, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THIS SECTION APPLIES TO ALL CONTENT, GOODS AND SERVICES AVAILABLE THROUGH GODEZI.COM. IN ANY JURISDICTION WHERE EXCLUSION OR LIMITATION OF LIABILITY FOR ANY TYPE OF DAMAGES IS PROHIBITED, GODEZI'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT ALLOWED BY THAT JURISDICTION. IF YOUR USE OF GODEZI.COM OR THE CONTENT, INFORMATION, PRODUCTS OR SERVICES PROVIDED AT, THROUGH OR IN CONNECTION WITH GODEZI.COM OR ANY OTHER WEBSITE LINKED TO GODEZI.COM RESULTS IN ANY LOSS TO YOU, OR RESULTS IN THE NEED FOR ANY SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME RESPONSIBILITY FOR ALL SUCH LOSSES AND ALL COSTS ARISING THEREFROM OR ASSOCIATED THEREWITH.

Waiver

Any failure by GoDEZI.com to exercise its rights or obligations as stated in this Agreement shall not constitute a waiver thereof. You shall not be entitled to a waiver of any of the terms or conditions of this Agreement unless one is obtained in a writing signed by both parties, and supported by adequate consideration.

Marketing

Except through GoDEZI.com or with express permission from GoDEZI, you hereby agree that you shall not create or participate in any advertisement that identifies both you and any affiliation with GoDEZI.com or GoDEZI. "Advertisement" is defined as any informational message, including any radio advertisement, billboard, flyer, leaflet, or other physical medium; or any website, mobile application, banner ad, or other digital medium that either identifies GoDEZI.com or GoDEZI, and/or uses any of its intellectual property, including copyrighted text, pictures, and images; and including marks protected by US trademark laws.

You agree that GoDEZI retains sole authority to advertise its service, and may continue to do so in its sole discretion, notwithstanding the terms, conditions and obligations set forth in this Agreement.

Enforceability

You hereby affirm that you are of sound mind and body to enter this Agreement, are able to understand it, and hereby waive any defense to the enforceability of its terms and conditions, including intoxication.

Arbitration

Any dispute over this Agreement or any other matter arising between you and GoDEZI shall be subject to binding arbitration in the State of Pennsylvania, Huntingdon County, with an arbitrator chosen by GoDEZI. You and GoDEZI agree to share the cost of the arbitrator.

Cancellation

To cancel your account at any time, email "contact@GoDEZI.com" or call 1-844-GOWDEZI (1-844-469-3394).

Amendments

GoDEZI reserves the right to amend this Agreement at any time, without notice, to affect future dealings between you and GoDEZI. You may not alter this Agreement, your obligations, or our obligations unless such an alteration is obtained in a writing signed by

both parties.

Termination

Breach of any of this Agreement shall entitle GoDEZI, in its sole discretion, to suspend or terminate your registration as a Customer with the GoDEZI, and to cancel any pending referrals for services.

Entire Agreement

This Agreement constitutes the entire agreement between both parties, and supersedes all prior oral or written promises and contracts regarding your use of the services of GoDEZI.