

# STAR LUX TERMS OF SERVICE

## PASSENGER-PLATFORM

Star Lux provides a personalized multipurpose digital marketplace platform (“Star Lux Marketplace Platform”) that enables you to conveniently find, request, or receive transportation, logistics and/or delivery services from third-party providers that meet your needs and interests. These Terms of Use (“Terms”) govern your access or use, from within the United States and its territories and possessions, of the Star Lux Marketplace Platform and any related content or services (collectively, the “Services,” as more fully defined below in Section 3) made available in the United States and its territories and possessions by Star Lux Technologies, Inc. and its subsidiaries, representatives, affiliates, officers and directors (collectively, “Star Lux”). PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND Star Lux. In these Terms

Important: please be advised that this agreement contains provisions that govern how claims between you and Star Lux can be brought, including the arbitration agreement. By entering into this agreement, you expressly acknowledge that you have read and understand all the terms of this agreement and have taken time to consider the consequences of this important decision. STAR LUX may make changes to these terms from time to time. If Star Lux makes changes, it will provide you with notice of such changes, such as by sending an email, providing a notice through the services, or updating the date at the top of these terms. Star Lux may immediately terminate these terms or any services with respect to you, or generally cease offering or deny access to the services or any portion thereof, at any time for any reason. Star Lux collection and use of personal information in connection with the services is described in Star Lux privacy notice located at <http://www.starluxride.com/>

## 1. STAR LUX PLATFORM

The Star Lux Platform provides a marketplace where, among other things, persons who seek transportation to certain destinations (“Riders”) can be matched with transportation options to such destinations. As a User, you authorize Star Lux to match you with Drivers or Riders based on factors such as your location, the requested pickup location, the estimated time to pick up, your destination, User preferences, driver mode, and platform efficiency, and to cancel an existing match and/or rematch you with a Driver or Rider based on the same considerations. Any decision by a User to offer or accept Rideshare Services is a decision made in such User’s sole discretion. You acknowledge that your ability to request, and if applicable, obtain transportation, logistics and/or delivery services from third-party providers in connection with the use of the STAR LUX marketplace platform and services does not establish STAR LUX as a provider of transportation, logistics or delivery services or as a transportation or property carrier.

Star Lux is not a common or motor carrier, does not transport you, and use of the STAR LUX marketplace platform is only open to registered users of the Star Lux marketplace platform and not to the general public.

## **2.ACCESS AND USE OF THE SERVICES**

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account, unless a specific Service permits otherwise. You cannot register for or maintain an Account if you have previously been banned from accessing or using the Services. Account registration requires you to submit to Star Lux certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method supported by Star Lux. By creating a Star Lux account for such minor, you hereby give permission and consent to the Agreement on the minor's behalf, and you shall assume all responsibility and liability for the minor's use of the Star Lux Platform as provided by the terms of this Agreement and any applicable Supplemental Agreements. You will be responsible for any breach of the above representations, warranties and/or this Agreement, and/or any attempt of the minor to disaffirm this Agreement. Furthermore, you hereby represent that you are fully authorized to execute this Agreement on behalf of yourself and all other parents or legal guardians of the minor rider. You are responsible for all activity that occurs under your Account, and you agree to always maintain the security and secrecy of your Account username and password. Unless otherwise permitted by Star Lux in writing, you may only possess one Account.

## **3.USER REQUIREMENTS AND CONDUCT**

The Services are not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to request or receive transportation, delivery or logistics services from Third-Party Providers unless they are accompanied by you. you acknowledge and agree that neither STAR LUX nor the Third-Party Provider is responsible for any injury or incident that may arise out of the assistance provided by the Third-Party Provider. In certain instances, you may be asked to provide proof of age, identity or other method of identity verification to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of age, identity or other method of identity verification. Subject to the discretion of a Third-Party Provider, you may be allowed to bring a small animal, such as a dog or cat, on a ride requested through the Star Lux Marketplace Platform. For such trips, you are responsible for properly securing the animal with a leash, harness, crate / carrier, or through other means. You are also responsible for ensuring that the animal does not cause damage or a mess in the Third-Party Provider's vehicle. For the purpose of assisting us with our compliance and insurance obligations, you agree to notify us within 24 hours and provide us with all reasonable information relating to any incident or accident that occurs during your use of the Services and you agree to cooperate with any investigation and attempted resolution of such incident.

## 4.TEXT MESSAGING AND TELEPHONE CALLS

You agree that Star Lux Technologies, Inc., and its subsidiaries, representatives, affiliates, officers and directors, may contact you by telephone or text messages (including by an automatic telephone dialing system and/or with an artificial or pre-recorded voice) at any of the phone numbers provided by you or on your behalf in connection with a Star Lux account, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any property, goods or services. You agree that Star Lux may contact you using any of the phone numbers you provided in connection with a Star Lux account (including via text or voice-recorded message) or your email address in the case of suspected fraud or unlawful activity.

## 5.NETWORK ACCESS AND DEVICES

Star Lux does not guarantee that the Services, or any portion thereof, will function on any hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications. You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications

## 6.CHARGES

As a Rider, you understand that request or use of Rideshare Services may result in charges to you ("Charges"). Charges related to bikes and scooters are addressed in the applicable Supplemental Agreement. Charges for Rideshare Services include Fares and other applicable fees, tolls, surcharges, and taxes as set forth on your market's Star Lux Cities page <http://www.starluxride.com/>), plus any tips to the Driver that you elect to pay. Star Lux has the authority and reserves the right to determine and modify pricing by posting applicable pricing terms to your market's Star Lux Cities page or quoting you a price for a specific ride at the time you make a request. Pricing may vary based on the type of service you request.

- **Variable Fares.** Variable fares consist of a base charge and incremental charges based on the duration and distance of your ride. For particularly short rides, minimum fares may apply. Please note that we use GPS data from your Driver's phone to calculate the distance traveled on your ride.
- **Quoted Fares.** In some cases, Star Lux may quote you a Fare at the time of your request. The quote is subject to change until the ride request is confirmed. If during your ride you change your destination, make multiple stops, or attempt to abuse the Star Lux Platform, we may cancel the fare quote and charge you a variable fare based on the time and distance of your ride.

## 7. FEES AND OTHER CHARGES

- **Tips.** Following a ride, you may elect to tip your Driver in cash or through the Star Lux Platform. You may also elect to set a default tip amount or percentage through the Star Lux App. Any tips will be provided entirely to the applicable Driver.
- **Prime Time.** At certain times, including times of high demand for Rideshare Services (“Prime Time”), you acknowledge that Charges may increase substantially. For all rides with a variable fare, we will use reasonable efforts to inform you of any Prime Time increases in effect at the time of your request. For Quoted Fares we may factor in the Prime Time increases into the quoted price of the ride.
- **Damage Fee.** If a Driver reports that you have materially damaged the Driver's vehicle, you agree to pay a “Damage Fee” of up to \$250 depending on the extent of the damage (as determined by Star Lux in its sole discretion), towards vehicle repair or cleaning. Star Lux reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Damage Fee.
- **Other Charges.** Other fees and surcharges may apply to your ride, including actual or anticipated airport fees, state or local fees, or event fees as determined by Star Lux or its marketing partners. In addition, where required by law Star Lux will collect applicable taxes. See your market’s Star Lux Cities page for details on other Charges that may apply to your ride.
- **Cancellation Fee.** After requesting a ride, you may cancel it through the Star Lux App, but note that in certain cases a cancellation fee may apply. You may also be charged if you fail to show up after requesting a ride.
- **Tolls.** In some instances, tolls (or return tolls) may apply to your ride. We do not guarantee that the amount charged by Star Lux will match the toll charged to the Driver.

## 8. PAYMENT

As between you and Star Lux, Star Lux reserves the right to establish or adjust Charges for any or all services or goods obtained using the Services at any time. Star Lux will use reasonable efforts to inform you of Charges that may apply, if you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. Certain users may from time to time receive promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained using the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. Promotional offers and discounts are subject to change or withdrawal at any time and without notice. You may elect to cancel your request for Services at any time prior to the commencement of such Services, in which case you may be charged a cancellation fee on a Third-Party Provider’s behalf.

## **9. CREDIT CARD AUTHORIZATION**

Upon addition of a new payment method or each ride request, Star Lux may seek authorization of your selected payment method to verify the payment method, ensure the ride cost will be covered, and protect against unauthorized behavior. The authorization is not a charge; however, it may reduce your available credit by the authorization amount until your bank's next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account, you may be subject to overdraft of NSF charges by the bank issuing your debit or prepaid card. We cannot be held responsible for these charges and are unable to assist you in recovering them from your issuing bank.

## **10. FACILITATION OF CHARGES**

All Charges are facilitated through a third-party payment processor (e.g., First Data, Stripe, Inc., or Braintree, a division of PayPal, Inc.). may replace its third-party payment processor without notice to you. Charges shall only be made through the Star Lux Platform. Except for tips, cash payments are strictly prohibited. Your payment of Charges to Star Lux satisfies your payment obligation for your use of the Star Lux Platform and Rideshare Services. Certain Charges may be collectively billed as a single purchase transaction to your selected payment method based on the payment frequency indicated in your settings. If you don't recognize a transaction, then check your ride receipts and payment history.

## **11. COUPONS**

You may receive coupons that you can apply toward payment of certain Charges upon completion of a Ride. Coupons are only valid for use on the Star Lux Platform and are not transferable or redeemable for cash except as required by law. Coupons cannot be combined unless expressly provided otherwise, and if the cost of your ride exceeds the applicable credit or discount value, we will charge your payment method on file for the outstanding cost of the Ride.

## **12. NO REFUNDS**

All Charges are non-refundable. This no-refund policy shall always apply regardless of your decision to terminate usage of the Star Lux Platform, any disruption to the Star Lux Platform or Rideshare Services, or any other reason whatsoever.

## **13. YOUR INFORMATION**

You are solely responsible for your Information and your interactions with other members of the public, and we act only as a passive conduit for your online posting of your Information. You agree to provide and maintain accurate, current and complete information and that we and other members of the public may rely on your Information as accurate, current and complete. To enable Star Lux to use your Information for the purposes described in the Privacy Policy and this Agreement, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable (through

multiple tiers) right and license to exercise the copyright, publicity, and database rights you have in your Information, and to use, copy, perform, display and distribute such Information to prepare derivative works, or incorporate into other works, such Information, in any media now known or not currently known. Star Lux does not assert any ownership over your Information; rather, as between you and Star Lux, subject to the rights granted to us in this Agreement, you retain full ownership of all of your Information and any intellectual property rights, or other proprietary rights associated with your Information.

## **14. DAMAGE, CLEANING, LOST AND FOUND, AND VIOLATION OF TERMS**

Star Lux may charge you a fee on behalf of Third-Party Providers if, during your use of the Services, you have caused damage to a vehicle or property that requires repair or cleaning (“Repair” or “Cleaning”). The amount of such fee shall be determined, in Star Lux sole discretion, based on the type of damage and the severity. Star Lux reserves the right to verify or otherwise require documentation of damages prior to processing a fee. If a Repair or Cleaning request is verified by Star Lux in STAR LUX’s reasonable discretion, Star Lux reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning using your payment method designated in your Account. Such amounts, as well as those pertaining to lost and found goods, will be transferred by Star Lux to a Third-Party Provider, if applicable, and are non-refundable.

Additionally, if you fail to comply with these Terms, you may be responsible for Charges, including without limitation, for transactions that could not be completed properly, arising out of or in connection with your failure to comply with these Terms.

## **15. DISCLAIMERS**

We do not warrant that your use of the Star Lux Platform or Rideshare Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that any defects in the Star Lux Platform will be corrected, or that the Star Lux Platform is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the Star Lux Platform or Rideshare Services.

Star Lux does not control, manage or direct any third-party providers including drivers. third-party providers are not actual agents, apparent agents, ostensible agents, or employees of Star Lux.

Star Lux does not control, endorse or take responsibility for any user content or third-party content available on or linked to by the services. Star Lux cannot and does not represent or warrant that the services or servers are free of viruses or other harmful components. It is possible for others to obtain information about you that you provide, publish or post to or through the Star Lux Platform (including any profile information you provide), send to other Users, or share during the Rideshare Services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on the Star Lux Platform or through the Rideshare Services. Please carefully select the type of information that you post on the Star Lux Platform or

through the Rideshare Services or release to others. Location data provided by the Star Lux Platform is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Star Lux, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the Star Lux Platform. Any of your Information, including geolocational data, you upload, provide, or post on the Platform may be accessible to Star Lux and certain Users of the Star Lux Platform.

Star Lux advises you to use the Star Lux Platform with a data plan with unlimited or very high data usage limits, and Star Lux shall not be responsible or liable for any fees, costs, or overage charges associated with any data plan you use to access the Star Lux Platform.

Star Lux shall not be in breach of this Agreement nor liable for failure or delay in performing obligations under this Agreement if such failure or delay results from events, circumstances or causes beyond its reasonable control including (without limitation) natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government action; epidemic or pandemic; chemical or biological contamination; strikes, riots, or acts of domestic or international terrorism; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. All service dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations as soon as practicable after the force majeure condition ceases to exist.

## **16. LIMITATION OF LIABILITY**

You acknowledge that third-party providers providing transportation services requested through some Star Lux services may offer ridesharing or peer-to-peer transportation services and may not be professionally licensed or permitted. you acknowledge that third-party providers are not ostensible agents, apparent agents, actual agents, or employees of Star Lux.

The services may be used by you to request and schedule transportation, goods, or logistics services with third-party providers, but you agree that Star Lux has no responsibility or liability to you related to any transportation, goods or logistics services provided to or not provided to you by third-party providers other than as expressly set forth in these terms.

Star Lux shall not be liable for any damages, liability or losses arising out of lack of or improper installation or use of child restraint systems for guests on rides requested through the services for whom a child restraint system is legally required.

## **17. INDEMNITY**

You will defend, indemnify, and hold Star Lux including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless

from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the Star Lux Platform and participation in the Rideshare Services, including: (1) your breach of this Agreement or the documents it incorporates by reference; (2) your violation of any law or the rights of a third party, including, Drivers, Riders, other motorists, and pedestrians, as a result of your own interaction with such third party; (3) any allegation that any materials that you submit to us or transmit through the Star Lux Platform or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (4) your ownership, use or operation of a motor vehicle or passenger vehicle, including your provision of Rideshare Services as a Driver; and/or (5) any other activities in connection with the Rideshare Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

## 18. CHOICE OF LAW

Any dispute, claim, or controversy arising out of or relating to incidents or accidents resulting in personal injury (including but not limited to sexual assault or harassment claims) that you allege occurred in connection with your use of the Services, whether before or after the date you agreed to the Terms, shall be governed by and construed in accordance with the laws of the state in which the incident or accident occurred.

## 19. STAR LUX PRIVACY POLICY

*Last Updated: June 01, 2022*

At Star Lux our mission is to improve people's lives with the world's best transportation, providing a platform to help you get from point A to point B. To do that, we need to collect, use, and share some of your personal information. This Privacy Policy is meant to help you understand how Star Lux does that and how to exercise the choices and rights you have in your information.

## 20. INFORMATION WE COLLECT WHEN YOU USE THE STAR LUX PLATFORM

**20.1 Location Information.** Great rides start with an easy and accurate pickup. The Star Lux Platform collects location information (including GPS and Wi-Fi data) differently depending on your Star Lux app settings and device permissions as well as whether you are using the platform as a Rider or Driver:



- **Riders:** We collect your device's precise location when you open and use the Star Lux app, including while the app is running in the background from the time you request a ride until it ends. Star Lux also always tracks the precise location of scooters and e-bikes.

**20.2 Communications Between Riders and Drivers.** We work with a third party to facilitate phone calls and text messages between Riders and Drivers without sharing either party's actual phone number with the other. But while we use a third party to provide the communication service, we collect information about these communications, including the participants' phone numbers, the date and time, and the contents of SMS messages.

**20.3 Usage Information.** We collect information about your use of the Star Lux Platform, including ride information like the date, time, destination, distance, route, payment, and whether you used a promotional or referral code. We also collect information about your interactions with the Star Lux Platform like our apps and websites, including the pages and content you view and the dates and times of your use.

## 21. INFORMATION WE COLLECT FROM THIRD PARTIES

**21.1 Referral Programs.** Friends help friends use the Star Lux Platform. If someone refers you to Star Lux, we will collect information about you from that referral including your name and contact information.

**21.2 Other Users and Sources.** Other users or public or third-party sources such as law enforcement, insurers, media, or pedestrians may provide us information about you, for example as part of an investigation into an incident or to provide you support.

**21.3 Concierge Service.** Sometimes another business or entity may order you a Star Lux ride. If an organization has ordered a ride for you using our Concierge service, they will provide us your contact information and the pickup and drop-off location of your ride.

## 22. INFORMATION YOU PROVIDE TO US

**22.1 Account Registration.** When you create an account with Star Lux, we collect the information you provide us, such as your name, email address, phone number, birth date, and payment information. You may choose to share additional info with us for your Rider profile, like your photo or saved addresses (e.g., home or work), and set up other preferences.

**22.2 Ratings and Feedback.** When you rate and provide feedback about Riders or Drivers, we collect all the information you provide in your feedback.

**22.3 Communications.** When you contact us or we contact you, we collect any information that you provide, including the contents of the messages or attachments you send us.

## 23. HOW WE STORE AND PROTECT YOUR INFORMATION

We retain your information for as long as necessary to provide you and our other users the Star Lux Platform. This means we keep your profile information for as long as you maintain an account. We retain transactional information such as rides and payments for at least seven years to ensure we can perform legitimate business functions, such as accounting for tax obligations.

We take reasonable and appropriate measures designed to protect your personal information. But no security measures can be 100% effective, and we cannot guarantee the security of your information, including against unauthorized intrusions or acts by third parties.

## 24. HOW WE USE YOUR INFORMATION

We use your personal information to:

- Maintain the security and safety of the Star Lux Platform and its users.
- Provide customer support.
- Improve the Star Lux Platform; and
- Respond to legal proceedings and obligations.

**Providing the Star Lux Platform.** We use your personal information to provide an intuitive, useful, efficient, and worthwhile experience on our platform. To do this, we use your personal information to:

- Communicate with you about your rides and experience.
- Collect feedback regarding your experience.
- Facilitate additional services and programs with third parties; and
- Operate contests, sweepstakes, and other promotions.
- Verify your identity and maintain your account, settings, and preferences.
- Connect you to your rides and track their progress.
- Calculate prices and process payments.
- Allow Riders and Drivers to connect regarding their ride and to choose to share their location with others.

**Providing Customer Support.** We work hard to provide the best experience possible, including supporting you when you need it. To do this, we use your personal information to:

- Investigate and assist you in resolving questions or issues you have regarding the Star Lux Platform; and
- Provide you support or respond to you.

## 25. HOW WE SHARE YOUR INFORMATION

We do not sell your personal information. To make the Star Lux Platform work, we may need to share your personal information with other users, third parties, and service providers. This section explains when and why we share your information.

**25.1 Referral Programs.** If you refer someone to the Star Lux Platform, we will let them know that you generated the referral. If another user referred you, we may share information about your use of the Star Lux Platform with that user. For example, a referral source may receive a bonus when you join the Star Lux Platform or complete a certain number of rides and would receive such information.

**25.2 Shared Ride Riders.** When Riders use a Star Lux Shared ride, we share each Rider's name and profile picture to ensure safety. Riders may also see each other's pickup and drop-off locations as part of knowing the route while sharing the ride.

**25.3 Rides Requested or Paid for by Others.** Some rides you take may be requested or paid for by others. If you take one of those rides using your Star Lux Business Profile account, a code or coupon, a subsidized program (e.g., transit or government), or a corporate credit card linked to another account, or another user otherwise requests or pays for a ride for you, we may share some or all of your ride details with that other party, including the date, time, charge, rating given, region of trip, and pick up and drop off location of your ride.

## 26. ALL USERS

- **Profile Information.** You can review and edit certain account information you have chosen to add to your profile by logging in to your account settings and profile.
- **Location Information.** You can prevent your device from sharing location information through your device's system settings. But if you do, this may impact Star Lux ability to provide you our full range of features and services.
- **Email Subscriptions.** You can always unsubscribe from our commercial or promotional emails by clicking unsubscribe in those messages. We will still send you transactional and relational emails about your use of the Star Lux Platform.
- **Push Notifications.** You can opt out of receiving push notifications through your device settings. Please note that opting out of receiving push notifications may impact your use of the Star Lux Platform (such as receiving a notification that your ride has arrived).

## **27. ARBITRATION AGREEMENT**

By agreeing to the Terms, you agree that you are required to resolve any claim that you may have against Star Lux on an individual basis in arbitration as set forth in this Arbitration Agreement, and not as a class, collective, coordinated, consolidated, mass and/or representative action. This Arbitration Agreement will preclude you from bringing any class, collective, coordinated, consolidated, mass and/or representative action against Star Lux, and preclude you from participating in or recovering relief in any current or future class, collective, coordinated, consolidated, mass and/or representative action brought against Star Lux by someone else.

## **28. AGREEMENT TO BINDING ARBITRATION BETWEEN YOU AND STAR LUX**

You and Star Lux mutually agree to waive our respective rights to resolution of disputes in a court of law by a judge or jury and agree to resolve any dispute by arbitration, as set forth below. except as expressly provided below in section 2(b), you and Star Lux agree that any dispute, claim, or controversy in any way arising out of or relating to (i) these terms and prior versions of these terms, or the existence, breach, termination, enforcement, interpretation, scope, waiver, or validity thereof; (ii) your access to or use of the services at any time; (iii) incidents or accidents resulting in personal injury to you or anyone else that you allege occurred in connection with your use of the services (including, but not limited to, your use of the STAR LUX marketplace platform or the driver version of the Star Lux app), regardless whether the dispute, claim, or controversy occurred or accrued before or after the date you agreed to the terms, and regardless whether you allege that the personal injury was experienced by you or anyone else; and (iv) your relationship with Star Lux, will be settled by binding individual arbitration between you and Star Lux, and not in a court of law. this arbitration agreement survives after your relationship with STAR LUX ends. each party shall select one arbitrator from the arbitration provider's roster to serve as a neutral arbitrator, and these arbitrators shall appoint a third neutral arbitrator. if the parties' arbitrators cannot agree on a third arbitrator, the arbitration provider will select the third arbitrator; (ii) Star Lux shall pay any administrative fees or costs incidental to the appointment of arbitrators under this provision, as well as any fees or costs that would not be incurred in a court proceeding, such as payment of the fees of the arbitrators, as well as room rental; (iii) the arbitrators shall issue a written decision with findings of fact and conclusions of law.

Any such request shall be made within 15 days following the expiration of the opt-out period described in section 2(a)(3)(b) and may be made by providing written notice to the arbitration provider. upon the request of either party to appoint a special master to resolve the foregoing issues, the applicable arbitration provider shall refrain from further processing any of the mass arbitration demands to which a dispute has been raised. No further payment for filing fees, administrative costs, or arbitrator fees shall be deemed due with respect to any of the mass arbitration demands as to which a dispute has been

raised until after the dispute(s) has/have been resolved by the special master. Star Lux shall be responsible for the applicable arbitration provider's and Special Master's fees and costs related to the proceedings before the Special Master.

## **29. PROHIBITION OF CLASS ACTIONS AND NON-INDIVIDUALIZED RELIEF**

You understand and agree that you and Star Lux may each bring claims in arbitration against the other only in an individual capacity and not on a class, collective action, or representative basis ("class action waiver"). you understand and agree that you and Star Lux both are waiving the right to pursue or have a dispute resolved as a plaintiff or class member in any purported class, collective or representative proceeding. notwithstanding the foregoing, this subsection (b) shall not apply to representative private attorneys general act claims brought against Star Lux.

The arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other than an individual basis. the arbitrator shall have no authority to consider or resolve any claim or issue any relief on a class, collective, or representative basis. 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 claims.

## **30. RULES GOVERNING THE ARBITRATION**

As part of the arbitration, both you and Star Lux will have the opportunity for reasonable discovery of non-privileged information that is relevant to the claim. the arbitrator may award any individualized remedies that would be available in court. 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 claims. The arbitrator will provide a reasoned written statement of the arbitrator's decision which shall explain the award given and the findings and conclusions on which the decision is based.

The arbitrator will decide the substance of all claims in accordance with applicable law and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different riders or drivers but is bound by rulings in prior arbitrations involving the same rider or driver to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided that any award may be challenged in a court of competent jurisdiction.

## **31. ARBITRATION FEES AND AWARDS**

- 31.1 Except for the provisions governing payment of arbitration costs set forth above, your responsibility to pay any filing, administrative, and arbitrator fees will be solely as set forth in the applicable arbitration provider's rules and shall be up to the amount you would be required to pay if you filed a claim in court. all disputes regarding a party's obligation to pay any arbitration fees or costs that arise after an arbitrator is appointed shall be determined solely by the

arbitrator. Star Lux shall pay any administrative fees or costs incidental to the appointment of a panel of arbitrators under this provision, as well as any fees or costs that would not be incurred in a court proceeding, such as payment of the fees of the arbitrator(s), as well as room rental, and (v) the arbitrator(s) shall issue a written decision with findings of fact and conclusions of law. If two or more fee disputes between a claimant and Star Lux arise at or around the same time, the disputes may be consolidated for resolution by a single arbitrator or panel of arbitrators either at the agreement of the parties or the election of the party common to all such disputes. At the end of any arbitration, the arbitrator may award reasonable fees and costs or any portion thereof to you if you prevail, to the extent authorized by applicable law.

Although under some laws Star Lux may have a right to an award of attorneys' fees and non-filing fee expenses if it prevails in an arbitration, Star Lux agrees that it will not seek such an award unless you are represented by an attorney, or the arbitrator has determined that the claim is frivolous or brought for an improper purpose (as measured by the standards of federal rule of civil procedure.)

## **32. LOCATION**

Unless you and Star Lux otherwise agree, the arbitration will be conducted in the county where you reside. your right to a hearing will be determined by the applicable arbitration provider's rules. Subject to the applicable arbitration provider's rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

## **33. EXCEPTIONS TO ARBITRATION**

Such claims may be brought and litigated in a court of competent jurisdiction by you on an individual basis only. on an individual basis means that you cannot bring such claims as a class, collective, coordinated, consolidated, mass and/or representative action against Star Lux. For the avoidance of doubt, this precludes you from bringing claims as or participating in any kind of any class, collective, coordinated, consolidated, mass and/or representative or other kind of group, multi-plaintiff or joint action against Star Lux and no action brought by you may be consolidated or joined in any fashion with any other proceeding. where your claims are brought and litigated to completion on such an individual basis in a court of competent jurisdiction, Star Lux agrees to honor your election. similarly, you may not recover money damages under this arbitration provision if you have already adjudicated such claim with the nlr. nothing in this agreement or arbitration agreement prevents your participation in an investigation by a government agency of any report, claim or charge otherwise covered by this arbitration provision.

## **34. SEVERABILITY AND SURVIVAL**

if any portion of this arbitration agreement is found to be unenforceable or unlawful for any reason, (i) the unenforceable or unlawful provision shall be severed from these terms; (ii) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the arbitration agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the arbitration agreement; and (iii) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be

litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

## **35. CONFIDENTIALITY**

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to Star Lux business, operations and properties, information about a user made available to you in connection with such user's use of the platform, which may include the user's name, pick-up location, contact information and photo ("confidential information") disclosed to you by Star Lux for your own use or for any purpose other than as contemplated herein. you shall not disclose or permit disclosure of any confidential information to third parties, and you agree not to store separate and outside of the Star Lux platform any user information obtained from the Star Lux platform.

## **36. NOTICE**

Star Lux may give notice by means of a general notice on or through the services, electronic mail to the email address associated with your account, telephone or text message to any phone number provided in connection with your account, or by written communication sent by first class mail or pre-paid post to any address connected with your account. such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or at the time of sending (if sent by email, telephone, or on or through the services). you may give notice to Star Lux, with such notice deemed given when received by Star Lux, at any time by first class mail or pre-paid post to our registered agent for service of process, c/o Star Lux technologies, inc.

## **37. GENERAL**

You may not assign these terms without Star Lux prior written approval. STAR LUX may assign these terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Star Lux equity, business or assets; or (iii) a successor by merger. any purported assignment by you in violation of this section shall be void. no joint venture, partnership, employment, or agency relationship exists between you, Star Lux or any third-party provider as a result of this agreement or use of the services. if any provision of these terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be fully enforced under law

## 38. CLAIMS OF COPYRIGHT INFRINGEMENT

Claims of copyright infringement should be sent to Star Lux designated agent. please visit Star Lux web page at <http://www.starluxride.com/> for the designated address and additional information.

## CONTACT US

If you have any questions or concerns about your privacy or anything in this policy, including if you need to access this policy in an alternative format, we encourage you to **contact us**.