

# STAR LUX TERMS OF SERVICE

UPDATED AS OF SEPTEMBER 01, 2022

These Terms of Service constitute a legally binding agreement between you and Star Lux., its parents, subsidiaries, representatives, affiliates, officers and directors, governing your use of the Star Lux application, website, and technology platform. THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN YOU AND STARLUX CAN BE BROUGHT. THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST STARLUX TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING. AS A DRIVER OR DRIVER APPLICANT, YOU HAVE AN OPPORTUNITY TO OPT OUT OF ARBITRATION WITH RESPECT TO CERTAIN CLAIMS. Your access to our Platform is also governed by the applicable terms found on our website (<http://www.starluxride.com/>), including without limitation, Star Lux standards and policies (including, without limitation, Star Lux safety standards, the accessibility policies and U.S. Service Animal Policy. 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. Unless Star Lux says otherwise in its notice, the amended Terms will be effective immediately and your continued access to and use of the Services after Star Lux provides such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop accessing and using the Services. By accepting this Agreement, you confirm that you have read, understand and accept the provisions of this Agreement and intend to be bound by this Agreement. This Agreement is effective as of the date and time you accept it. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE STARLUX PLATFORM OR ANY OF THE SERVICES PROVIDED.

## 1. COMPLIANCE AND ELEGIBILITY

- A. Subject to applicable law, you are responsible for identifying and obtaining any required license (including driver's license), permit, or registration required to provide any P2P Service that you provide using our Platform. Notwithstanding anything to the contrary in this Agreement, for the avoidance of doubt, your ability to access and use our Platform is always subject to your compliance with the Requirements. You agree not to access or attempt to access our Platform if you are not in compliance with the Requirements.
- B. We have the right to and you consent to the permanent deactivation of your Driver App account and the permanent termination of your contractual relationship with us if, based on the evidence, we conclude that you knowingly refused a Ride request from a Rider with a service animal, or if we receive plausible reports from Riders of more than one cancellation or refusal by you alleged to be on the basis of the presence of a Rider's service animal.

- C. You may not allow other persons to use your user account, and you agree that you are the sole authorized user of your account. To use the Star Lux Platform, each User shall create a User account. Each person may only create one User account, and Star Lux reserves the right to deactivate any additional or duplicate accounts. Your participation in certain Star Lux programs and use of certain Star Lux products or services may be subject to additional eligibility requirements as determined by Star Lux.
- D. Driver Information that you going to need< If you apply to be a Driver, we will collect the information you provide in your application, including your name, email address, phone number, birth date, profile photo, physical address, government identification number (such as social security number), driver's license information, vehicle information, and car insurance information. We collect the payment information you provide us, including your bank routing numbers, and tax information. Depending on where you want to drive, we may also ask for additional business license or permit information or other information to manage driving and programs relevant to that location. We may need additional information from you at some point after you become a Driver, including information to confirm your identity (like a photo).
- E. By becoming a User, you represent and warrant that you are at least 18 years old. Notwithstanding the foregoing, if you are the parent or legal guardian of a 16 or 17-year-old minor you may create a Star Lux account for such minor to use the Star Lux Platform.
- F. In related with background checks, you will also be required to pass various background, driving record and other checks both prior to the first time you access our Platform and from time to time thereafter during the term of this Agreement; these checks may be facilitated by third parties. You hereby authorize and instruct us to provide copies of such checks to insurance companies, relevant regulators and/or other governmental authorities as needed for safety or other reasons.

Otherwise, you agree that your vehicle will be properly registered, licensed and suitable to provide Rides in your Region. You always represent that during the provision of any Rides your vehicle will be in your lawful possession with valid authority to use your vehicle to provide Rides in your Region. You agree that your vehicle will be in safe operating condition.

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

- 2.1 **Drivers:** We collect your device's precise location when you open and use the app, including while the app is running in the background when it is in driver mode. We also collect precise location for a limited time after you exit driver mode in order to detect ride incidents and continue collecting it until a reported or detected incident is no longer active.
- 2.2 **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.
- 2.3 We also collect information from the third parties, 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.

### 3. ACCEPTING RIDE REQUESTS

Ride requests may appear in the Driver App, and you may attempt to accept, decline or ignore them. Accepting a Ride request creates a direct business relationship between you and your Rider in accordance with the terms of the transportation service the Rider has requested through our Platform. The mechanism for accepting or declining Rides may vary depending on your location and the type of Ride-request you accept.

- 3.1 Any navigational directions offered in the Driver App are offered for your convenience only; you have no obligation to follow such navigational directions. You agree to transport Riders, or their guests, directly to their specified destination, as directed by the applicable person, without unauthorized interruption or unauthorized stops.
- 3.2 You may receive Rider information, including approximate pickup location, and you agree that your Rider may also be given identifying information about you, including your first name, photo, location, vehicle information, and certain other information you have voluntarily provided through the Driver App. You agree to treat all Rider User Information as Confidential Information received by you under this Agreement. You acknowledge that your violation of your confidentiality obligations may also violate certain laws and could result in civil or criminal penalties.

### 4. INTELLECTUAL PROPERTY

All intellectual property rights in the Star Lux Platform shall be owned by Star Lux absolutely and in their entirety. These rights include database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Star Lux Platform are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information ("Submissions") provided by you to us are non-confidential and shall become the sole property of Star Lux.

Star Lux shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## 5. YOUR PROVISION OF TRANSPORTATION SERVICES TO RIDERS

You represent, warrant and covenant that:

- A. You have all the necessary expertise and experience to provide Rides in compliance with the Requirements and standards applicable to the P2P Service.
- B. Your access and use of our Platform, and provision of P2P Service, in your Region is permitted by the Requirements (including any age requirements.)
- C. All such access and use of our Platform will be following the Requirements. You are responsible for, and bear all costs of, providing all equipment, tools and other materials that you deem necessary or advisable and are solely responsible for any obligations or liabilities arising from the Rides you provide.

## 6. PAYMENTS

- 6.1 Eligibility for Instant Pay:** You must have a valid and active debit card issued in your name to use Instant Pay. Your ability to use Instant Pay is dependent upon your debit card's acceptance of fast funds; not all debit cards are eligible to accept fast funds, and the card's issuing bank may choose at any time to disable the acceptance of fast funds or enable restrictions.
- 6.2 Availability of Instant Pay:** We are not able to ensure that all payments are deposited instantly. The speed at which you receive payments will depend on your bank and other factors. If your bank rejects a payment, or it fails in our system, the entire amount available for cash out in your account will be routed to your regular bank.

If you are a Driver, you will receive payment for your provision of Rideshare Services pursuant to the terms of the Driver Addendum, which shall form part of this Agreement between you and Star Lux.

## 7. USE OF STAR LUX BRANDED MATERIALS

- 7.1 Except to the extent necessary to comply with applicable law, you are not required to use, wear or display Star Lux name or logo on your vehicle or clothing, or to use signaling lights, stickers, decals, or other such materials displaying Star Lux name or logo.
- 7.2 The parties expressly agree that your access to, or use of, Star Lux Branded Materials, whether authorized, does not indicate an employment or other similar relationship between you and us. You further agree not to represent yourself as our employee, representative or agent for any purpose or otherwise misrepresent your relationship with us.

## **8. RELATIONSHIP WITH STAR LUX**

8.1 As a Driver on the Star Lux Platform, you acknowledge and agree that you and Star Lux are in a direct business relationship, and the relationship between the parties under this Agreement is solely that of independent contracting parties. You and Star Lux expressly agree that this is not an employment agreement and does not create an employment relationship between you and Star Lux; and no joint venture, franchisor-franchisee, partnership, or agency relationship is intended or created by this Agreement. You have no authority to bind Star Lux, and you undertake not to hold yourself out as an employee, agent or authorized representative of Star Lux.

## **9. STAR LUX COMMUNICATIONS**

By entering into this Agreement or using the Star Lux Platform, you agree to receive communications from us, or communications related to the Star Lux Platform at any of the phone numbers provided to Star Lux by you or on your behalf, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from Star Lux, its affiliated companies and/or Drivers, may include but are not limited to operational communications concerning your user account or use of the Star Lux Platform or Rideshare Services, use of bikes and scooters through the Star Lux Platform, updates concerning new and existing features on the Star Lux Platform, communications concerning marketing or promotions run by us or our third-party partners, and news concerning Star Lux and industry developments. If you change or deactivate the phone number you provided to Star Lux, you agree to update your account information to help prevent us from inadvertently communicating with anyone who acquires your old number. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send.

## **10. DRIVER CLAIMS IN PENDING SETTLEMENT**

If you are a member of a putative class in a lawsuit against Star Lux involving Driver Claims and a Motion for Preliminary Approval of a Settlement has been filed with the court in that lawsuit prior to this Agreement's effective date, then this Arbitration Agreement shall not apply to your Driver Claims in that class action. Instead, your Driver Claims in that Pending Settlement Action shall continue to be governed by the arbitration provisions contained in the applicable Agreement that you accepted prior to this Agreement's effective date.

## **11. MAINTAINING THE SECURITY AND SAFETY OF THE STAR LUX PLATFORM AND ITS USERS**

Providing you a secure and safe experience drives our platform, both on the road and on our apps. To do this, we use your personal information to:

- Authenticate users.
- Verify that Drivers and their vehicles meet safety requirements.
- Investigate and resolve incidents, accidents, and insurance claims.
- Encourage safe driving behavior and avoid unsafe activities.
- Find and prevent fraud; and
- Block and remove unsafe or fraudulent users from the Star Lux Platform.

## **12. CRASHES, CRIMINAL OFFENSES AND OTHER COMPLIANCE OBLIGATIONS**

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 (including any crash involving your vehicle) that occurs during your provision of a Ride, and you agree to cooperate with any investigation and attempted resolution of such incident. Additionally, you agree to notify us within 24 hours if you are arrested for, charged with, or convicted of a criminal offense, for Platform eligibility consideration.

## **13. INSURANCE**

- 13.1 Your Auto Liability Insurance for P2P Service. You will maintain automobile liability insurance on your vehicle that provides protection against bodily injury and property damage to third parties at coverage levels that satisfy the minimum requirements to operate a vehicle on public roads wherever you use your vehicle. You must be listed as an insured or a driver on your automobile liability insurance. You will provide us with a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for your policy, as well as copies of the same upon renewal. You will notify us in writing immediately if the policy you have is cancelled.
- 13.2 Star Lux Maintained Insurance. We may, in our sole discretion, choose to maintain auto insurance related to your Rides, but we are not required to provide you with any specific coverage for loss to you or your vehicle, unless we specifically describe it in an addendum to this PAA. We can change, reduce or cancel insurance that is maintained by us, if any, at any time without notice to you or authorization from you.

- 13.3 Limitations on Your Personal Insurance. You understand that while you are providing P2P Service your personal automobile insurance policy may not afford liability, comprehensive, collision, medical payments, personal injury protection, uninsured motorist, underinsured motorist, or other coverage for you. If you have any questions or concerns about the scope or applicability of your own insurance coverage, it is your responsibility to resolve them with your insurer.

## 14. DISCLAIMERS

The following disclaimers are made on behalf of Star Lux, our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, and shareholders.

- 14.1 Star Lux does not provide transportation services, and Star Lux is not a transportation carrier. Star Lux is not a common carrier or public carrier. It is up to the Driver to decide whether to offer a ride to a Rider contacted through the Star Lux Platform, and it is up to the Rider to decide whether to accept a ride from any Driver contacted through the Star Lux Platform. We cannot ensure that a Driver or Rider will complete an arranged transportation service. We have no control over the quality or safety of the transportation that occurs as a result of the Rideshare Services.

- 14.2 The Star Lux Platform is provided on an “as is” basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the Star Lux Platform and/or the Rideshare Services, including the ability to provide or receive Rideshare Services at any given location or time. Star Lux reserves the right, for example, to limit or eliminate access to the Star Lux Platform for Rideshare Services in specific geographic areas and/or at specific times based on commercial viability, public health concerns, or changes in law. To the fullest extent permitted by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

As a Driver, you may be able to use "Star Lux Nav built by Google" while providing Rideshare Services on the Platform. Riders and Drivers may also use Google Maps while using the Star Lux App. In either case, you agree that Google may collect your location data when the Star Lux App is running in order to provide and improve Google's services, that such data may also be shared with Star Lux in order to improve its operations, and that Google's terms and privacy policy will apply to this usage.

## 15. RULES GOVERNING THE ARBITRATION

- 11.1 Any arbitration conducted pursuant to this Arbitration Agreement shall be administered by the American Arbitration Association (“AAA”) pursuant to its [Consumer Arbitration Rules](#) that are in effect at the time the arbitration is initiated, as modified by the terms set forth in this Agreement. Copies of these

rules can be obtained at the AAA's website ([www.adr.org](http://www.adr.org)) (the "AAA Rules"). Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules, but in no event shall the arbitrator consolidate more than one person's Claims, or otherwise preside over any form of representative, collective, or class proceeding. The parties may select a different arbitration administrator upon mutual written agreement.

11.2 If the parties reach agreement on an arbitrator not affiliated with the applicable arbitration provider or to use procedures either not specified in or in lieu of the applicable arbitration provider's rules (as modified by this Arbitration Provision), any such agreement shall be memorialized in writing before arbitration is commenced. If the parties are unable to agree upon an arbitrator after a good faith meet and confer effort, then the applicable arbitration provider will appoint the arbitrator in accordance with its rules. The arbitrator will be selected from the applicable arbitration provider's roster of arbitrators. Any arbitrator selected must be either (1) a retired judge or (2) an attorney licensed to practice law in the state where the arbitration is conducted with experience in the law underlying the dispute.

11.3 Delivering a written arbitration demand to the other party will not relieve the party bringing the claim of the obligation to commence arbitration as described above. It shall always be the obligation of the party bringing the claim to commence arbitration.

## **16. PAYING FOR THE ARBITRATION**

Except in the case of offers of judgment (such as under Federal Rule of Civil Procedure 68 or any applicable state law equivalents, which apply to arbitrations under this Arbitration Provision), each party will pay the fees for its, his or her own attorneys and any costs that are common to both court and arbitration proceedings (such as court reporter costs and transcript fees), subject to any remedies to which that party may later be entitled under applicable law.

## **17. OPTIONAL PRE-ARBITRATION NEGOTIATION PROCESS**

Before initiating any arbitration or proceeding, you and Star Lux may agree to first attempt to negotiate any dispute, claim or controversy between the parties informally for 30 days, unless this time period is mutually extended by you and Star Lux. A party who intends to seek negotiation under this subsection must first send to the other a written notice of the dispute ("Notice"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, and attorneys are confidential, privileged and inadmissible for any purpose, including as evidence of liability or for impeachment, in arbitration or other proceeding



involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

## **18. TERM AND TERMINATION**

This Agreement is effective upon your acceptance of this Agreement. This Agreement may be terminated: A. By User, without cause, upon seven (7) days' prior written notice to Star Lux; or

B. Star Lux may terminate this Agreement or deactivate your User account immediately in the event: (1) you no longer qualify to provide Rideshare Services or to operate the approved vehicle under applicable law, rule, permit, ordinance or regulation; (2) you fall below Star Lux star rating or cancellation threshold; (3) Star Lux has the good faith belief that such action is necessary to protect the safety of the Star Lux community or third parties, provided that in the event of a deactivation pursuant to (1)-(3) above, you will be given notice of the potential or actual deactivation and an opportunity to attempt to cure the issue to Star Lux reasonable satisfaction prior to Star Lux permanently terminating the Agreement. For all other breaches of this Agreement, you will be provided notice and an opportunity to cure the breach. If the breach is cured in a timely manner and to Star Lux satisfaction, this Agreement will not be permanently terminated.

## **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.

(<http://www.starluxride.com/>)

By clicking "Yes, I agree," I expressly acknowledge that I have read, understood, and considered the consequences of this Agreement, that I agree to be bound by the terms of this Agreement, and that I am legally competent to enter into this Agreement with Star Lux.

