

## Mears Website Terms of Use Agreement

Effective Date: **March 2, 2023**

### Introduction

This Mears Website Terms of Use Agreement (“**Agreement**”) is a binding agreement entered into between You (“**User**” or “**you**” or “**your**”) and Mears Destination Services, Inc., and City Cab Company of Orlando, LLC, both d/b/a Get Me Mears or d/b/a Mears Select, and Mears Destination Services, Inc. d/b/a Mears Connect and Mears Global Chauffeured Services, Inc. d/b/a Mears Select (collectively, “**Company**” or “**Mears Transportation**”). User and Company (collectively, “**Parties**” and each individual as a “**Party**”), agree to be bound to the Terms of Use and conditions of this Agreement and that they have read and understood them, upon accessing any page of this Website. You also acknowledge, agree and consent to the Company’s data practices as described in our [Privacy Policy](#). This Agreement governs Your access to and use of the “**Mears**” Website, including all related documentation, content, functionality, and services offered on or through MEARS.COM (collectively, “**Website**”). The access to and use of the Website is a privilege, not a right, granted by Company to User.

THE TERMS OF THIS AGREEMENT AFFECT YOUR LEGAL RIGHTS, RESPONSIBILITIES AND OBLIGATIONS AND GOVERN YOUR USE OF THE WEBSITE, ARE LEGALLY BINDING, LIMIT COMPANY’S LIABILITY TO YOU AND REQUIRE YOU TO INDEMNIFY US AND TO SETTLE CERTAIN DISPUTES THROUGH INDIVIDUAL ARBITRATION. **IF YOU DO NOT WISH TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ANY ADDITIONAL TERMS, DO NOT USE THE WEBSITE.**

**IMPORTANT NOTICE:** BY ACCESSING THE WEBSITE, THE USER (A) ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENTS THAT THEY ARE 18 YEARS OF AGE OR OLDER AND OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; (C) AGREES TO NOT ALLOW OTHERS TO USE THEIR ACCOUNT; AND (D) AGREES TO BE LEGALLY BOUND BY THESE TERMS OF USE AND CONDITIONS. IF USER DOES NOT AGREE TO THESE TERMS OF USE AND CONDITIONS, DO NOT ACCESS OR USE THE WEBSITE. EACH USER MAY ONLY CREATE ONE (1) ACCOUNT. COMPANY RESERVES THE RIGHT TO REMOVE DUPLICATE ACCOUNTS.

**SECTION 25 OF THIS AGREEMENT CONTAINS IMPORTANT ARBITRATION & CLASS NOTICE PROVISIONS:** EXCEPT WHERE SPECIFICALLY SET FORTH BELOW, YOU AND THE COMPANY AGREE TO SUBMIT AND RESOLVE ALL CLAIMS IN BINDING & FINAL ARBITRATION ON AN INDIVIDUAL BASIS ONLY, AND NOT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION BASIS. THE ARBITRATION PROVISION ALSO PRECLUDES YOU FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY CURRENT OR FUTURE CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION BROUGHT AGAINST THE COMPANY BY SOMEONE ELSE. YOU HAVE THE OPTION TO OPT OUT OF THE ARBITRATION PROVISION WITHIN THIRTY (30) DAYS OF FIRST REGISTRATION ON THE WEBSITE OR MAKING YOUR FIRST TRANSPORTATION BOOKING THROUGH THE WEBSITE, WHICH EVER IS EARLIER, AS PROVIDED FOR IN SECTION 25 BELOW.

OUR AGREEMENT TO ARBITRATE UNDER SECTION 25 APPLIES TO ANY AND ALL DISPUTES, CONTROVERSIES, PERSONAL INJURIES, OR CLAIMS ARISING OUT OF OR RELATED TO THE WEBSITE, TRANSPORTATION SERVICES PROVIDED PURSUANT TO THE WEBSITE, OR OTHERWISE RELATED TO THE TERMINATION OR BREACH OF THIS AGREEMENT (COLLECTIVELY, “**CLAIMS**”). AS USED HEREIN, THE PLURAL AND SINGULAR USES OF “CLAIMS” AND “CLAIM” SHALL BE INTERCHANGEABLE.

**WAIVER OF RIGHTS TO JUDGE OR JURY TRIAL:** BOTH PARTIES KNOWINGLY, FREELY AND MUTUALLY AGREE TO WAIVE ANY AND ALL RIGHT(S) TO A TRIAL BY JUDGE OR JURY ON ANY CLAIM, ISSUE OR DISPUTE BETWEEN THE PARTIES INVOLVING THIS AGREEMENT OR ANY OTHER LEGAL CLAIM OR DEMAND MADE BY EITHER PARTY, EXCEPT AS OTHERWISE PROVIDED FOR IN SECTION 25 SUBSECTION B OF THIS AGREEMENT.

**1. Ownership and Your Rights to Use the Website and Content.**

- a. **Intellectual Property Rights.** Unless otherwise indicated, the Website and all of its content, is our proprietary property and all source code, databases, functionality, software, web-application designs, audio, video, text, photographs, and graphics on the Website (collectively, the “**Content**”) and the trademarks, service marks, trade names and logos and all other intellectual property rights therein contained therein (“**Intellectual Property**”) are owned or controlled by us or licensed to us, and are protected by U.S. and international copyright, trademark, trade dress, patent laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions to the fullest extent possible. Company owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Website. The Content and the Intellectual Property are provided on the Website “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Website and no Content or Intellectual Property may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission. We reserve all rights not expressly granted to User in and to the Website, Content and the Intellectual Property.
- b. **Your Rights to Use the Website and Content.** Your right to use the Website and Content is subject to your strict compliance with the terms in this Agreement and any Additional Terms. Your right to access and use the Website and the Intellectual Property shall automatically terminate upon any violations. These rights are non-exclusive, limited, and revocable by us at any time in our sole discretion without advance notice or liability. As your right to access and use the Website and the content is personal to you, you may not assign nor transfer your right; any attempt to do so is void. You may, for your personal, non-commercial, lawful use only:

(1) Display, view, use, and play the Content on a computer, mobile or other internet enabled or permitted device (“**Device**”) and/or print

one copy of the Content (excluding source and object code in raw form or otherwise) as it is displayed to you;

- (2) Stream the Content using any of the widgets and/or other digital streaming internet video players, if any, provided on the Website;
- (3) Subject to any applicable Additional Terms, if the Website includes a “Send to Friend,” social media sharing or similar tool that allows you to initiate and send to one or more of your contacts a communication that includes content, or to post our content to third-party services or your own site or online service, and the tool is operational, use the tool to do so; provided, however, that you do not do so in any manner that violates applicable law or third-party rights or reflects negativity on us, and only send to recipients you have permission to contact;
- (4) If the Website includes a “Download” link next to a piece of content (including, without limitation, an image, an icon, a wallpaper, a music track, a video, a trailer, an RSS feed), you may only download a single copy of such content to a single Device;
- (5) Download, install and use one copy of any software, including apps, that we make available on or through the Website (“**Software**”) on your Device in machine-executable object code form only and make one additional copy for back-up purposes; provided, however, that you understand and agree that (i) by allowing you to download the Software, Company does not transfer title to the Software to you (i.e., you own the medium on which the Software is recorded, but the Software's owner (which may be Company and/or its third-party Software licensor) will retain full and complete title to such Software); (ii) you may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Software, except as expressly authorized in the terms of this Agreement or applicable Additional Terms, without the prior written consent of Company; (iii) you may not assign, rent, lease, or lend the Software to any person or entity and any attempt by you to sublicense, transfer, or assign the Software will be void and of no effect; and (iv) you may not decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law;
- (6) If made available to you, obtain a registered personal account (and/or related username and password) on the Website and interact with the Website in connection therewith;
- (7) Link to the Website from a website or other online service, so long as:

(a) the links only incorporate text, and do not use any Company names, logos, or images, (b) the links and the content on your website do not suggest any affiliation with Company or cause any other confusion, and (c) the links and the content on your website do not portray Company or its products or services in a false, misleading, derogatory, or otherwise offensive manner, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party or are otherwise objectionable to Company. Company reserves the right to suspend or prohibit linking to the Website for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any thirdparty; and

(8) Use any other functionality expressly provided by Company on or through the Website for use by users, subject to this Agreement (including, without limitation, functionality to create and/or post Submissions (as defined below)) and any applicable Additional Terms.

2. **User Representations.** By using the Website you represent and warrant that: (1) all registration and/or booking information you submit will be true, accurate, current, and complete; (2) you are authorized to accept these terms, and enter into contracts for transportation, on behalf of and bind each member of your family (whether they are related by blood or marriage) traveling in a Company vehicle reserved/booked through the Website; (3) each entity you use is in good standing under the laws of the place where it is established; (4) you are authorized to execute any contracts for transportation on behalf of all parents or legal guardians of any minor riders related to you; (5) you are authorized to provide us with any personal information given and authorize us to process that information under our [Privacy Policy](#); (6) you will maintain the accuracy of such information and promptly update such registration/booking information as necessary; (7) you, and each family member of the party for whom you are booking transportation agree to comply with these Terms of Use and conditions; (8) you are not under the age of 18; (9) you will not access the Website through automated or non-human means, whether through a bot, script or otherwise; (10) you will not use the Website for any illegal or unauthorized purpose; (11) your use of the Website will not violate any applicable law or regulation.
3. **User Registration.** Through the Website You may: (a) register a User Account which holds your personal and credit card information for easy reoccurring use, or (b) access and reserve, once at a time, transportation service directly through the website at [Mears.com](#) by opening the site and clicking the “Where can we Serve You” screen and following the prompts to insert your transportation needs and inserting your personal and credit card information without setting up a Website account.

If you set up an Account, you agree to keep your password confidential and will be responsible for all use of your account and password. You agree not to transfer or sell your User account, password and/or identification to any other party. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

4. **Mears Connect User Charges, Cancellation, Refunds, Fees and Photos.** I understand that I am responsible for the User service charges subject to the following:

**Service Standard.** I authorize the services selected and understand that Mears Connect Standard Service may make a few stops before my drop-off location, based on drop-off locations of other guests traveling with me in the same vehicle. Mears Connect reserves the right, in its sole discretion, to sub-contract vehicles from other transportation entities as needed to meet its obligations under this agreement.

**Messaging/Communications.** I agree that Mears Destination Services, Inc. d/b/a Mears Connect, may send me communications to the email and mobile phone number provided and may call my phone # in order to provide important information regarding the transportation service I am reserving and am agreeing to receive. Further, I agree that Mears Destination Services, Inc. d/b/a Mears Connect and Mears Global Chauffeured Services, Inc. d/b/a Mears Select (collectively "Company") may send me marketing, promotional messages from time to time, the frequency of which Mears will make an effort to limit.

**Cancellation Policy:** Mears Connect can be changed/canceled more than 24 hours prior to scheduled arrival pick-up time with no charge. There is a full charge if the trip is canceled less than 24 hours prior to scheduled pick-up time. There is no charge for edited information within the 24-hour period.

**Refund Policy:** Refunds will be processed 24-48 hours after cancellation.

**Privilege Fee Recovery Charge (PFRC):** Mears Connect holds the right to implement the PFRC at any time, it will be broken down in the PRICING menu at [Mears Connect Pricing](#). PFRC is also known as the Concession Recovery Fee (CRF). This charge/fee is paid to the Greater Orlando Aviation Authority, for doing business at the Orlando International Airport.

**Photo, Video or Picture Release.** You hereby give Company, its employees, independent contractors, agents, assigns, successors or anyone acting under their authority or permission, the absolute and unqualified right and permission to take, make, copyright, publish or use photographs, pictures or video of you, or in which you may be included in whole or in part, or reproductions thereof in color or otherwise, or your name, signature or endorsement, real or fictitious, anywhere and as often as desired, for art, advertising, commercial trade, public or private purposes, or video(s) which may be distributed to others or displayed/played on Company electronic media, social media and /or website so that others may view it or be used in any media, for any and all other lawful purpose whatsoever, which Company may, in its/their sole discretion, deem proper.

5. **Reservation of all Rights Not Granted as to Content and Website.** User acknowledges the access to and use of the Website is a privilege, not a right, granted by



Company to User. User does not acquire any ownership interest in the Website under this Agreement, or any other rights thereto other than to use the Website in accordance with the Terms of Use, and subject to all terms, conditions, and restrictions under this Agreement. The terms of this Agreement and any applicable Additional Terms include only narrow, limited grants of rights to use and access the Website and Content. Company reserves and shall retain its entire right, title, and interest in and to the Website, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to User in this Agreement. ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU ARE RESERVED BY COMPANY. *Any unauthorized use of any Content or the Website for any purpose is prohibited.*

6. **License to Company of Your Submissions.** You acknowledge and agree that, except as otherwise described in any applicable Additional Terms (such as a promotion's official rules), which specifically govern the submission of your Submissions, or in our [Privacy Policy](#), you hereby grant Company, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of, any questions, comments, suggestions, ideas, feedback, or other information regarding the Website (and derivative works thereof) ("**Submissions**") provided by you to us, for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such Submissions and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any Submissions for any purposes whatsoever, including developing, producing, and marketing products and/or services. You understand that in exercising such rights metadata, notices and content may be removed or altered, including copyright management information, and you consent thereto and represent and warrant you have all necessary authority to do so. In order to further effect the rights and license that you grant to Company to your Submissions, you also, as permitted by applicable law, hereby grant to Company, and agree to grant to Company, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any Submissions, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any Submissions, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 5.
7. **Collection and Use of User Information / Privacy Policy.** Users acknowledge that when they access the Website, Company may use automatic means (including, for example, cookies and web beacons) to collect personal, electronic or other information about you and your computer and about your use of the Website. User also may be required to provide certain information about yourself as a condition to accessing,

setting up an account, booking transportation or using the Website or certain of its features or functionality and the Website may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Website is subject to our [Privacy Policy](#). By downloading, accessing, using, and providing information to or through this Website, you consent to all actions taken by us with respect to your information in accordance with our [Privacy Policy](#). If you provide us with someone else's personal information, you: (i) must do so in compliance with applicable law, (ii) must be authorized to do so, and (iii) authorize us to process that information under our [Privacy Policy](#).

8. **Investigations: Cooperation with Law Enforcement.** As permitted by applicable law, Company reserves the right, without limitation, to: (i) investigate any suspected breaches of its Website security or its information technology or other systems or networks, (ii) investigate any suspected breaches of this Agreement and any applicable Additional Terms, (iii) use any information obtained by Company in accordance with its [Privacy Policy](#) in connection with reviewing law enforcement databases or complying with applicable laws and use and/or disclose any information obtained by Company to comply with law enforcement requests or legal requirements in accordance our [Privacy Policy](#), (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of this Agreement and any applicable Additional Terms, and (vi) discontinue the Website, in whole or in part, or, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third-party.
9. **Communications.**
  - a. **Text Messages.** You may be given opportunities to subscribe to various text marketing or other text messaging programs and, by doing so, you consent to receive ongoing text alerts (including via actual or potential auto-dialers) from us related to our various businesses and affiliates, which may include copromotions with or about other parties, except that if the scope of your consent for a particular subscription is limited, that subscription will be so limited. Such consent is not required to purchase any product or service aside from the text subscription itself. You agree that Company may contact you by phone or text messages (including by an automatic phone dialing system) at any of the phone numbers you provide or that are provided on your behalf in connection with your use of our Website or an account set up, including for marketing purposes. For each subscription, text "HELP" for help and text "STOP" to terminate (i.e., opt-out of) that subscription. Subsequent or different subscriptions will be unaffected by an opt-out. You consent to receive a text confirming any opt-out as well as non-marketing administrative or transactional messages. If you do not 'opt out', Company may contact you as set forth in our [Privacy Policy](#). If you subscribe to text messages, you represent that you are 18 years of age or older or have obtained parental consent. Standard message, data and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid amounts or data allowances for which you are responsible. Contact your carrier for details. Premium rates that we charge (if any) for text messages will be explained in the applicable subscription consent, otherwise, no

purchase is necessary. Not all phones and/or carriers are supported. We are the sponsor of

our text messages and may be contacted regarding them at

[textmears@mears.com](mailto:textmears@mears.com). Text programs may be subject to Additional Terms.

- b. **Email Messages.** You may cancel or modify our email marketing communications you receive from us by following the instructions contained within our promotional emails. This will not affect subsequent subscriptions and, if your opt-out is limited to certain types of emails, the opt-out will be so limited. Subject to applicable law, we reserve the right to send you certain communications relating to your account or use of our Website, such as administrative and service announcements, and these informational or transactional account messages may be unaffected if you choose to opt-out from receiving our marketing communications.
10. **Website Management.** We reserve the right, but not the obligation, in our sole discretion and without limitation, notice or liability to: (1) monitor the Website for violations of these Terms of Use; (2) take appropriate legal action against anyone who violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) remove from the Website or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Website in a manner designed to protect our rights and property and to facilitate the proper functioning of the Website.
11. **Corrections.** There may be information on the Website that contains typographical errors, inaccuracies, or omissions that may relate to the Website, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Website at any time, without prior notice.
12. **Operation of Service; Availability of Services; International Issues.** Company is based in the U.S.A. and controls and operates the Website from the U.S.A., and makes no representation that the Website is appropriate or available for use beyond the U.S.A. The information Company collects is governed by U.S. law. If you use the Website from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. If you are accessing the Website from outside of the U.S.A., please be aware that information collected through the Website may be transferred to, processed, stored, and used in the U.S.A. Data protection laws in the U.S.A. may be different from those of your country of residence. Your use of the Website or provision of any information therefore constitutes your consent to the transfer to and from, processing, usage, sharing, and storage of your information, including personal information, in the U.S.A. as set forth in the [Privacy Policy](#). Not all services offered on the Website are available in all areas.
13. **Website Updates.** Company may from time to time in its sole discretion develop and provide Website updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. User agrees that Company has no obligation to provide any Updates or to



continue to provide or enable any particular features or functionality. Based on your Computer settings, when your Computer is connected to the internet either:

- a. the Website will automatically download and install all available Updates; or
- b. you may receive notice of or be prompted to download and install available Updates.

User shall promptly download and install all Updates and acknowledges and agrees that the Website or portions thereof may not properly operate should you fail to do so. User further agrees that all Updates will be deemed part of the Website and be subject to all terms and conditions of this Agreement.

14. **Third-Party Materials.** The Website may display, include, or make available Thirdparty content (including data, information, applications, and other products, services, and/or materials) or provide links to Third-party websites or services, including through Third-party advertising ("**Third-Party Materials**"). User acknowledges and agrees that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.
15. **User Data.** We will maintain certain data that you transmit to the Website for the purpose of managing the Website, as well as data relating to your use of the Website. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Website. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.
16. **Term and Termination; Survival.** These Terms of Use shall remain in full force and effect when you access or use the Website. We reserve the right, in our sole discretion, to suspend and/or terminate your account and refuse any and all current or future access and/or use of the Website (or any portion thereof) for any reason whatsoever without explanation or notice to you. By using the Website, you agree we have the right to suspend or terminate your account and refuse any and all current or future use of the Website (or any portion thereof) if you provide any information that is untrue, inaccurate, not current, or incomplete or if you violate any of the terms and conditions of this Agreement.
  - a. The term of Agreement commences when User accesses the Website and will continue in effect until terminated by you or Company as set forth below in this Section.
  - b. You may terminate this Agreement by no longer accessing or using the Website, deleting any account and removing any link to the website from any computer or other electronic device.
  - c. Company may terminate this Agreement at any time, without notice in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of

this Agreement. Upon suspension or termination of your access to the Website, or upon notice from Company, all rights granted to you under this

Agreement or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Website. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any Third-Party, even if you may be acting on behalf of the Third-Party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

d. Upon termination:

- i. all rights granted to User under this Agreement will also be terminated;
- ii. User must cease all use of the Website and delete all copies of the Website, account registration information and any link to it from your computer or other Electronic Device; and,
- iii. all rights granted to Company shall survive. Any suspension or termination will not affect your obligations to Company under this Agreement or any applicable Additional Terms.

- e. Termination will not limit any of Company's rights or remedies at law or in equity. The provisions of this Agreement and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Company in this Agreement, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, agreement not to seek remedy through class action, and mandatory arbitration.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, TO: DENY ACCESS TO AND USE OF THE WEBSITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION, FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION ; OR, TERMINATE YOUR USE OR PARTICIPATION IN THE WEBSITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU HAVE POSTED.

17. **Disclaimer of Representations and Warranties.** AS PERMITTED BY APPLICABLE LAW, THE WEBSITE IS PROVIDED TO USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE WEBSITE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, WEBSITES, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

18. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE WEBSITE OR THE CONTENT AND SERVICES PROVIDED THROUGH IT FOR:
- a. PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.
  - b. DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICES BOOKED ON THE WEBSITE.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

19. **Indemnification.** User agrees to indemnify, defend, and hold harmless Company and its officers, executives, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising from or relating to your use or misuse of the Website or your breach of this Agreement, including but not limited to the content you submit or make available through this Website.
20. **U.S. Government Agency or Contractor Rights.** The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the U.S. Government or any contractor therefore, you receive only those rights

with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

21. **User Restrictions and Prohibited Activities.** You may not access or use the Website for any purpose other than that for which the Company makes it available. The Website may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Website, you agree not to:

- a. copy the Website, except as expressly permitted by this Company;
- b. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Website;
- c. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Website or any part thereof;
- d. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Website, including any copy thereof;
- e. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Website, or any features or functionality of the Website, to any third party for any reason, including by making the Website available on a network where it is capable of being accessed by more than one device at any time;
- f. remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Website;
- g. use the Website in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire, or other safety response systems; and military or aerospace applications, weapons systems, or environments;
- h. systematically retrieve data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from the Company;
- i. make any unauthorized use of the Website, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses;
- j. use a buying agent or purchasing agent to make purchases on the Website;
- k. use the Website to advertise or offer to sell goods and services;
- l. circumvent, disable, or otherwise interfere with security-related features of the

Website, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Website and/or the Content contained therein;

- m. engage in unauthorized framing of or linking to the Website;
- n. trick, defraud, or mislead Company and other users, especially in any attempt to learn sensitive account information such as user passwords;
- o. make improper use of Company's support services or submit false reports of abuse or misconduct;
- p. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
- q. interfere with, disrupt, or create an undue burden on the Website or the networks or services connected to the Website;
- r. attempt to impersonate another user or person or use the username of another user;
- s. sell or otherwise transfer your profile;
- t. use any information obtained from the Website in order to harass, abuse, or harm another person;
- u. use the Website as part of any effort to compete with the Company or otherwise use the Website and/or the Content for any revenue-generating endeavor or commercial enterprise;
- v. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Website;
- w. attempt to bypass any measures of the Website designed to prevent or restrict access to the Website, or any portion of the Website;
- x. harass, annoy, intimidate, or threaten any of Company's employees or agents engaged in providing any portion of the Website to you;
- y. delete the copyright or other proprietary rights notice from any Content;
- z. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Website or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Website;
- aa. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, software bugs or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms");
- bb. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Website, or using or launching any unauthorized script or other software;
- cc. **use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any Websites, accessories, or devices for use with the**



**Website;** dd. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Website; or ee. use the Website in a manner inconsistent with any applicable laws or regulations.

**22. Procedure for Alleging Copyright Infringement**

a. **DMCA Notice.**

We, the Company, respect the intellectual property rights of others. If you believe that any material available on or through the Website infringes upon any copyright you own or control and you would like to send us a notice pursuant to the Digital Millennium Copyright Act (“**DMCA**”), please immediately notify our Designated Copyright Agent using the contact information provided below (a “**Notification**”). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Website infringes your copyright, you should consider first contacting an attorney.

All Notifications should meet the requirements of DMCA 17 U.S.C. § 512(c)(3) and include the following information: (1) A legend or subject line that says: “DMCA Copyright Infringement Notice”; (2) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (3) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Website are covered by the Notification, a representative list of such works on the Website; (4) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (5) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted; (6) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (7) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon.

Company will only respond to DMCA Notices that it receives by mail or email at the addresses below:

*Designated Copyright Agent:*

Mears Transportation  
Daniel W. Ford Attn:  
DMCA AGENT 324  
West Gore St.  
Orlando, FL 32806

[DMCAAgent@mears.com](mailto:DMCAAgent@mears.com)

It is often difficult to determine if your copyright has been infringed. Company may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Company may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting Company's other rights, Company may, in appropriate circumstances, terminate a repeat infringer's access to the Website and any other website owned or operated by Company.

**b. Counter Notification.**

If you believe your own copyrighted material has been removed from the Website as a result of a mistake or misidentification, you may submit a written counter notification (a "**Counter Notification**") to: Mears Connect, ATTN: Legal Department, 324 West Gore Street, Orlando, FL 32806. To be an effective Counter Notification under the DMCA, your Counter Notification must include substantially the following:

(1) a legend or subject line that says: "DMCA Counter-Notification"; (2) identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled; (3) a statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, for any judicial district in which we are located; (4) a statement that you will accept service of process from the party that filed the Notification or the party's agent; (5) your name, address, and telephone number; (6) a statement under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and (7) your physical or electronic signature.

If you send us a valid, written Counter Notification meeting the requirements described above, we will restore your removed or disabled material, unless we first receive notice from the party filing the Notification informing us that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question. Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees. Filing a false Counter Notification constitutes perjury.

23. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable under applicable law, that provision or part of the provision is deemed severable from

these Terms of Use and does not affect the validity and enforceability of any remaining provisions. If needed, any remaining provision may be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect. However, if any fundamental term or provision of this Agreement is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable.

24. **Governing Law, Venue and Jurisdiction.** This Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Any arbitration proceeding arising out of or related to this Agreement or the Website shall be instituted or conducted exclusively in Orange County, Florida. User waives any and all objections to the venue and personal jurisdiction in Orange County, Florida.
25. **DISPUTE RESOLUTION, ARBITRATION, CLASS ACTION WAIVER AND WAIVER OF TRIAL BY JUDGE OR JURY.**

**THIS SECTION APPLIES TO ANY AND ALL DISPUTES, CONTROVERSIES, CLAIMS FOR PERSONAL INJURIES, OR CLAIMS ARISING OUT OF OR RELATED TO THE WEBSITE, TRANSPORTATION PROVIDED OR BOOKED PURSUANT TO THE WEBSITE, OR OTHERWISE RELATED TO THE TERMINATION OR BREACH OF THIS AGREEMENT ("CLAIMS") WHETHER HELD BY USER OR BY A FAMILY MEMBER FOR WHOM USER HAS BOOKED THE TRANSPORTATION SERVICES. AS USED HEREIN, THE PLURAL AND SINGULAR USES OF "CLAIMS" AND "CLAIM" SHALL BE INTERCHANGEABLE.**

a. **MANDATORY PRE-ARBITRATION DISPUTE RESOLUTION.**

At least 30 days prior to initiating any proceedings, the User and the Company agree to notify the other Party of any disputes in writing and attempt in good faith to negotiate an informal resolution. You must send your notice of dispute to the Company by certified mail return receipt to Mears Connect, ATTN: Legal Department, 324 West Gore Street, Orlando, FL 32806. The Company will send its notice of dispute to the email associated with your Mears Connect account. The notice of dispute must include the Party's name and preferred contact information, a brief description of the dispute, and the relief sought. In the event the Parties are unable to amicably resolve the dispute informally within the 30day period, then the Parties agree they shall next submit the dispute to Mediation using a Florida Supreme Court Certified Circuit Mediator selected mutually by the Parties. The Mediation shall be governed by the Florida Rules for Certified & Court Appointed Mediators and F.S. Chapter 44. If the Parties cannot agree to a Mediator, the matter will be submitted for mediation to the American Arbitration Association (AAA). In such circumstances, the Parties agree that the **Commercial Mediation** Rules shall govern, and the mediator will be selected as set forth in those rules. The costs of the mediation shall be borne equally by the Parties. Mediation shall be held in Orange County, Florida at a mutually agreeable location and within sixty (60) days following the mailing of the initial notification of the dispute. To the extent that the matter is not resolved at mediation or within 60 days following the mailing of the initial notification of

the dispute, the Parties agree to resolve any and all disputes in arbitration as set forth below.

b. **ARBITRATION.**

1. **How This Arbitration Provision Applies.** This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (FAA) and evidences a transaction involving commerce. In the event that the FAA is adjudicated not to apply to this Agreement, then the Arbitration Provision shall be governed by the laws of the State of Florida, including the Revised Uniform Arbitration Act, F.S. Ch. 682. This Arbitration Provision applies to any Claim and survives after the Agreement terminates. Nothing contained in this Arbitration Provision shall be construed to prevent or excuse either Party from utilizing any procedure for resolution of complaints established in this Agreement, and this Arbitration Provision is not intended to be a substitute for the utilization of such procedures.

**This Arbitration Provision is intended to apply to the resolution of Claims that otherwise would be resolved in a court of law or before a forum other than arbitration.** Notwithstanding this Arbitration Provision, User and Company retain the right to bring individual Claims arising under Florida law, and within the applicable jurisdictional limit, in Small Claims Court or County Court in Orange County, Florida. In the event a Third-Party, not a party to this Agreement, files a lawsuit or other civil action against the Company and /or its Driver, in State Circuit Court or Federal Court, the Company reserves the right to file counterclaims and cross-claims. Notwithstanding the previous sentence, any trademark, patent or trade secret Claim arising under Federal law and unable to be adjudicated through the Arbitration Provision shall be brought exclusively and solely in the U.S. District Court, Middle District of Florida, Orlando Division. Disputes covered by arbitration include, without limitation, disputes arising out of or relating to interpretation or application of this Arbitration Provision, including the enforceability, revocability or validity of the Arbitration Provision or any portion of the Arbitration Provision. Except as provided with respect to the class, collective and representative waivers described herein and to include in Sections 25 (C) and 25 (D) below, the arbitrator has the sole authority to determine whether a dispute is arbitrable and whether it has been timely filed and pursued.

This Arbitration Provision also applies, without limitation, to disputes arising out of or related to this Agreement, transportation services provided pursuant to this agreement and disputes arising out of or related to the disputes regarding any contractual, unfair competition, or payment issues, and to any and all other city, county, state or federal statutory or common law claims whether arising out of contract or tort. This Agreement is intended to require arbitration of every claim or dispute that lawfully can be arbitrated, whether arising out of contract,

negligence, or strict liability, including claims of personal injury, except as otherwise provided herein.

2. **Opting out of Arbitration.** A USER HAS AN OPTION TO OPT OUT OF ARBITRATION PROVISION IN THIS AGREEMENT WITHIN THIRTY (30) DAYS OF FIRST REGISTRATION ON THE WEBSITE OR MAKING THEIR FIRST BOOKING OF TRANSPORTATION THROUGH THE WEBSITE, WHICHEVER IS SOONER, BY TAKING THE FOLLOWING ACTIONS:

To opt out of the arbitration provisions of this agreement, you must notify Mears in writing within 30 days of the date of first registration on the website or making Your first booking of transportation through the website, whichever is sooner, by sending an email OptOutArb@mears.com or a written request to: Mears Transportation Group Attention: Legal Department, Arbitration Opt-Out, 324 W. Gore St., Orlando, FL 32806.

Your letter or email must include your complete name, complete correct home address, the email address you used for your Mears WEBSITE Account, and a clear statement that you want to opt out of this Agreement's arbitration provision.

3. **Governing Rules, Selecting the Arbitrator, and Location of the Arbitration.** Arbitration will be conducted pursuant to the Commercial Arbitration Rules of the AAA that are in effect at the time the arbitration is initiated, as modified by the terms of this agreement, except where the Consumer Arbitration Rules are applicable and required to be used. The Arbitrator shall be selected by mutual agreement of the Company and the User. If the Parties cannot agree to an Arbitrator, the Arbitrator will be selected as set forth in the Commercial Arbitration Rules. The arbitration proceeding shall take place in Orange County, Florida, U.S.A., unless each Party to the arbitration agrees otherwise in writing.
4. **Initiating Arbitration.** If the parties are unable to resolve the dispute informally or through the mediation process, only then may either party commence arbitration by filing a written Demand for Arbitration with the AAA and providing a copy to the other party as specified in the AAA Rules (available at [www.adr.org](http://www.adr.org)). The Party bringing the claim must demand arbitration in writing and deliver the written demand by hand or by certified mail return receipt to the other Party within the applicable statute of limitations period. The demand for arbitration shall include identification of the Parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. Any demand for arbitration by the User shall be provided to the Company at: Mears Connect, ATTN: Legal Department, 324 West Gore Street, Orlando, FL 32806 If the Company demands arbitration, it shall send the demand to the User and to the AAA. The Arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. The



Arbitrator shall have the same authority as a court of law to grant requested relief; this would include relief requested regarding temporary restraining orders and preliminary injunctive remedies. However, this provision does not prevent either Party from requesting available temporary or preliminary injunctive remedies from an appropriate court but only upon the ground that the award to which that Party may be entitled in arbitration may be rendered ineffectual without such provisional relief. The request for temporary or preliminary injunctive remedies does not remove the dispute from final resolution by the arbitrator. The request for temporary or preliminary injunctive remedies does not waive either Party's right to arbitrate claims covered by this Arbitration Provision.

5. **How Arbitration Proceedings Are Conducted.** In arbitration, the Parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator.
6. **Paying For The Arbitration.** Each Party will pay the fees for his, her or its own attorneys, subject to any remedies to which that Party may later be entitled under applicable law (i.e., a Party prevails on a claim that provides for the award of reasonable attorney fees to the prevailing party). In all cases where required by law, the Company will pay the Arbitrator's and AAA's arbitration fees. We may have the right to pay the AAA fees if required for arbitration to be enforceable. If under applicable law the Company is not required to pay all of the Arbitrator's and/or AAA's arbitration fees, the fee(s) will be apportioned equally between the Parties or as otherwise required by applicable law. Any disputes in that regard will be resolved by the Arbitrator.
7. **The Arbitration Hearing And Award.** The Parties will arbitrate their dispute before the Arbitrator, who shall confer with the Parties regarding the conduct of the hearing and resolve any disputes the Parties may have in that regard. Within 30 days of the close of the arbitration hearing, or within a longer period of time as agreed to by the Parties or as ordered by the Arbitrator, any Party will have the right to prepare, serve on the other Party and file with the Arbitrator a brief. Consistent with the Enforcement of this Agreement language set forth in Section 25.B(7), below, the Arbitrator may award any Party any remedy to which that Party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Arbitration Provision. The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law, which will be final and binding on the Parties. Except as may be permitted or required by law, or as determined by the Arbitrator, neither a Party nor the Arbitrator may disclose the existence, content, or results of any arbitration

hereunder without the prior written consent of all Parties. The Arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The Parties agree that the award of the arbitrator shall be the final, sole and exclusive remedy between them regarding any claims, counterclaims, issues or accountings presented or pled to that Arbitrator; that any monetary award shall be promptly paid, free of any tax, deduction or offsets; and that any costs, fees or taxes incident to enforcing the award shall be charged against the Party resisting such enforcement. The resulting arbitration award may be enforced in any court of competent jurisdiction. The Parties expressly agree that the federal and state courts in Orange County, Florida are courts of competent jurisdiction for entering judgment upon an award, and for purposes of enforcing an award.

8. **Enforcement Of This Agreement.** This Arbitration Provision is the full and complete agreement relating to the formal resolution of disputes arising out of this Agreement. If and only if the class action waiver provision set forth in Section 25.C, below, is deemed unenforceable, then it is agreed that the entire arbitration provision shall also be deemed unenforceable. In the event any portion of this Arbitration Provision other than Section 25.C, below, is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable.

**THE AGREEMENT TO ARBITRATE IS AN IMPORTANT BUSINESS DECISION AND YOU SHOULD NOT RELY SOLELY UPON THE INFORMATION PROVIDED IN THIS AGREEMENT AS IT IS NOT INTENDED TO CONTAIN A COMPLETE EXPLANATION OF THE CONSEQUENCES OF ARBITRATION. YOU SHOULD TAKE REASONABLE STEPS TO CONDUCT FURTHER RESEARCH AND TO CONSULT WITH OTHERS — INCLUDING BUT NOT LIMITED TO AN ATTORNEY — REGARDING THIS DECISION, JUST AS YOU WOULD WHEN MAKING ANY OTHER IMPORTANT BUSINESS OR LIFE DECISION.**

c. **CLASS ACTION WAIVER.**

**YOU AND THE COMPANY AGREE TO SUBMIT AND RESOLVE ALL CLAIMS IN BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS ONLY, AND NOT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION BASIS. THE ARBITRATION PROVISION ALSO PRECLUDES YOU FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY CURRENT OR FUTURE CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION BROUGHT AGAINST THE COMPANY BY SOMEONE ELSE, EXCEPT AS OTHERWISE PROVIDED FOR IN SECTION 25 SUBSECTION B OF THIS AGREEMENT.**

**The Arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other than an individual basis.** If at any point this provision is determined to be unenforceable, the Parties agree that this provision shall not be severable, unless it is determined that the Arbitration may still proceed on an individual basis only.

**d. WAIVER OF RIGHTS TO JUDGE OR JURY TRIAL.**

**BOTH PARTIES KNOWINGLY, FREELY AND MUTUALLY AGREE TO WAIVE ANY AND ALL RIGHT(S) TO A TRIAL BY JUDGE OR JURY ON ANY CLAIM, ISSUE OR DISPUTES BETWEEN THE PARTIES INVOLVING THIS AGREEMENT OR ANY OTHER LEGAL CLAIM OR DEMAND MADE BY EITHER PARTY, EXCEPT AS OTHERWISE PROVIDED FOR IN SECTION 25 SUBSECTION B OF THIS AGREEMENT.**

26. **Additional Terms and Modifications.** In some instances, additional or different terms, posted on the Website, apply to your use of certain parts of the Website (individually and collectively “Additional Terms”). To the extent there is a conflict between the terms and conditions of this Agreement and any Additional Terms, the terms and conditions of this Agreement will control unless the Additional Terms expressly state otherwise. Company reserves the right in its sole discretion from time to time to prospectively modify or change the terms and conditions of this Agreement and/or information, terms or conditions found in any hyperlinks within the body of this Agreement by posting new or changed terms on the Website.

Company may modify these Terms at any time. User agrees it is their responsibility to regularly review the Terms to stay abreast of any modifications or changes. When we make material changes to these Terms, we will post the revised Terms on the Company Platform and update the “Last Updated” date at the top of these Terms. All modifications and changes shall become effective at the time they are posted. User agrees that any modifications or changes are deemed accepted immediately upon the opening and continued use of the Website after such modifications and changes are made. If you disagree with the revised Terms, you may terminate this agreement immediately as provided in these Terms. If you do not terminate this agreement within seven (7) days of the Effective Date of the revised Terms, your continued access to or use of the Company Platform will constitute acceptance of the revised Terms.

27. **Entire Agreement.** This Agreement & our [Privacy Policy](#) constitute the entire agreement and understanding between you and Company with respect to the Website & [Privacy Policy](#) and supersede all prior or contemporaneous understandings, agreements, representations, warranties, assurances, or discussion, whether written or oral, with respect to the Website & [Privacy Policy](#) and the relationship between the Parties.
28. **Miscellaneous.** These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. There is no joint venture, partnership, employment or

agency relationship created between User and Company as a result of these Terms of Use or use of the Website. User agrees that these Terms of Use will not be construed against us by virtue of having drafted them. User hereby waives any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the Parties hereto to execute these Terms of Use.

29. **Waiver.** No failure to exercise, and no delay in exercising, on the part of either Party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

You acknowledge that we have no obligation to provide you with customer support of any kind and that customer service personnel cannot change or waive the terms of this Agreement or applicable Additional Terms.

**Contact Us: Notice, Questions, and Customer Service.**

You agree that we may give you notices or otherwise respond to you by mail or to your email (if we have it on file) or in any other manner reasonably elected by us. In order to resolve a complaint regarding this Website or to receive further information regarding use of the Website, please contact Company at:

Mears Transportation Group  
324 West Gore Street  
Orlando, FL 32806  
855-463-2776

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