



Driver Terms of Service

2/22/2021

Background

Joi Services, LLC, a Texas LLC d/b/a Joi Delivers (“**Joi Delivers**,” “**Joi**,” “**our**,” “**us**,” or “**we**”), provides the Joi Delivers App (as defined below) designed to connect users of the Joi Delivers App (“**Users**”) interested in placing orders for delivery of food, groceries, beverages, services and other goods or products (“**Orders**”) from restaurants and other merchants (“**Merchants**”) with independent couriers interested in delivering such Orders. This Joi Driver Software Agreement (this “**Agreement**”) governs the terms and conditions pursuant to which Joi Delivers will provide you, a Driver registering for the Joi Delivers App (“**Driver**” or “**you**”), with access to the Joi Driver Software (as defined below).

Acceptance

By clicking “I ACCEPT” or signing this agreement, you expressly acknowledge that you (i) have read and understand all of the terms of this Agreement and have taken time to consider the consequences of this important decision; (ii) agree to be bound by the terms and conditions of this Agreement; and (iii) are legally competent to enter into this Agreement with Joi Delivers. If you do not agree to be bound by the terms and conditions of this Agreement, you may not use or access the Joi Driver Software. This Agreement expressly supersedes prior agreements with you.

IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH IN SECTION 16 BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH THE JOI DELIVERS PARTIES THROUGH FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS GROUP OR REPRESENTATIVE ACTION OR PROCEEDING.

Joi Delivers reserves the right, in its sole discretion, to modify this Agreement, subject to the provisions of Section 16(j), at any time by notifying you via the Joi Driver Software (such notice, an “**Update Notice**”).

1. Definitions

- A. “**Delivery Services**” means your provision of person-to-person delivery services to Users via the Joi Delivers App.
- B. “**Joi Delivers App**” means Joi Delivers’ proprietary software application(s) licensed by Joi Delivers to Drivers and Users that enables Users to connect with Drivers with respect to Orders, as may be updated or modified from time to time.
- C. “**Joi Driver Software**” means the Driver-facing version of the Joi Delivers App and any other software provided by Joi Delivers that enables Drivers to seek, receive, and fulfill on-demand requests by Users for Orders, as may be updated or modified from time to time.
- D. “**Your Device**” means one or more mobile or other devices owned or controlled by you on which any Joi Driver Software has been installed or used as authorized by Joi Delivers.

2. Use of the Joi Driver Software

- A. **License.** Subject to Driver’s compliance with the terms and conditions of this Agreement in all material respects, Joi Delivers hereby grants you during the Term (as defined below) of this Agreement a limited, personal, non-exclusive, non-transferable, non-sublicensable license to install and use the Joi Driver Software on Your Device solely for the purpose of connecting with Users with respect to the fulfillment of Orders.
- B. **Restrictions.** You acknowledge and agree that you may not: (i) copy, sell, transfer, assign or sublicense the Joi Driver Software ; (ii) decompile, disassemble, reverse engineer or attempt to derive the source code of the Joi Driver Software or use the Joi Driver Software for purposes of competitive analysis of the Joi Driver Software or the Delivery Services or for the development or

provision of a competing service or product or for any other purpose that is to Joi Delivers' detriment or commercial disadvantage; (iii) translate, merge, adapt or modify the Joi Driver Software in any way or create any derivative works thereof; (iv) input, transmit or otherwise provide to or through the Joi Driver Software any information, code or materials that are unlawful, injurious or obscene; (v) bypass or breach any security device or protection used by the Joi Driver Software ; (vi) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Joi Driver Software , the Joi Delivers App or Joi Delivers' provision of the Delivery Services to any third party; or (vii) access or use the Joi Driver Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any right of any third party or any applicable law. You shall not exploit the Joi Driver Software in any unauthorized manner.

- C. **Devices.** You acknowledge and agree: (i) you are responsible for the acquisition, cost and maintenance of Your Device as well as any necessary wireless data plan; (ii) use of the Joi Driver Software on Your Device requires an active data plan with a wireless carrier associated with Your Device, which data plan will be provided by you at your own expense; and (iii) use of the Joi Driver Software on Your Device may consume large amounts of data through such data plan; (iv) Joi Delivers does not guarantee the availability or usability of the Joi Driver Software on any particular device or its compatibility with any particular operating system; and (v) Joi Delivers has no obligation to provide any enhancements, modifications or upgrades of the Joi Driver Software . JOI DELIVERS SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FEES, COSTS, OR OVERAGE CHARGES ASSOCIATED WITH YOUR DEVICE OR ANY DATA PLAN.
- D. **Ownership.** As between Joi Delivers and you, all right, title, and interest in and to the Joi Driver Software and the Joi Delivers App, and all derivative works thereof and all underlying intellectual property rights in and to the foregoing, are and at all times will be, the sole and exclusive property of Joi Delivers. Except as expressly set forth in this Agreement, you acquire no rights in or to the Joi Driver Software or Joi Delivers App and you shall not use the Joi Driver Software or Joi Delivers App other than as specifically set forth in this Agreement.
- E. **Fulfillment of Orders.**
- a. **Total Discretion.** You retain total and complete discretion as to when you do and do not use the Joi Driver Software. There are no set times or days during which you must use the Joi Driver Software and you may choose not to use it all. When you choose to use the Joi Driver Software, Orders submitted by Users will be visible to you via the Joi Driver Software. These Orders are submitted by Users, not Joi Delivers, and you retain total and complete discretion as to which Orders you accept and which not to accept. There is no requirement that you accept any Order or any minimum number of Orders. If you decide to accept a User's Order, the Joi Driver Software will reveal certain information provided by the User related to the Order ("**User Information**"). You agree not to use User Information except in connection with the fulfillment of the Order.
 - b. **Communications with Users.** You retain total and complete discretion with respect to whether, when, and what to communicate with a User with respect to an Order.
 - c. **Payments to Merchants.** You retain total and complete discretion with respect to the method of payment used to pay any Merchant in connection with any Order you have accepted. If you wish, Joi Delivers will provide you with a pre-paid debit card to pay Merchants for the goods and products requested by Users in their Orders. If you choose to so use this pre-paid debit card, you agree to use it only for the purpose of paying Merchants in connection with the fulfillment of a User's Order and not for any other expense or purchase. When you pay Merchants for the products or goods described in a User's Order, you agree to provide an itemized receipt to Joi Delivers to verify the transaction so that the User's credit card may be charged for the cost of products or goods described in the User's Order.
 - d. **Discretion.** As between Joi Delivers and you, you acknowledge and agree:
 - i. you shall be solely responsible for determining the most effective, efficient and safe manner to fulfill each Order you accept; and
 - ii. you shall provide all necessary equipment, tools and other materials, at your own expense, necessary to fulfill whatever Orders you accept.

- F. **Your Relationship with Users and Merchants.** You acknowledge and agree that your use of the Joi Driver Software to connect with Users who place Orders creates a direct business relationship between you and the User. Joi Delivers is not responsible or liable for the actions or inactions of any User or Merchant in relation to your or their activities. You shall have the sole responsibility for any obligations or liabilities to Users, Merchants or other third parties that arise with respect to Orders. You acknowledge and agree you are solely responsible for taking such precautions as may be reasonable and proper when providing Delivery Services. Additionally, you agree to abide by any policies or instructions of Merchants in connection with your provision of the Delivery Services.
- G. **Your Relationship with Joi Delivers.** You and Joi Delivers acknowledge and agree that Joi Delivers will not direct or control your interactions with Users or Merchants, your fulfillment of Orders, or your acts or omissions. Rather, the Joi Driver Software will merely make Orders visible to you, and you will retain total and complete discretion as to when to use the Joi Driver Software, whether to accept any Order for fulfillment, and how to fulfill that Order if you choose to accept it. Moreover, you and Joi Delivers acknowledge and agree that you retain total and complete discretion to provide other services or otherwise engage in any other business activities, including without limitation using software similar to the Joi Driver Software provided by Joi Delivers' competitors. If you use the Joi Driver Software in connection with accepting or fulfilling an Order for a User, this Agreement shall apply. You and Joi Delivers further acknowledge and agree you may provide services to Users without use of the Joi Driver Software and thus outside the scope of this Agreement.
- H. **Appearance.** You are not required to wear or present any Joi Delivers branding in connection with the fulfillment of Orders. If you choose to purchase any Joi Delivers branded apparel, you are not required to wear it in connection with Orders and may wear it whenever you like (including never at all). Likewise, if you choose to purchase a thermal bag from Joi Delivers, you are not required to use it in connection with Orders and may use it whenever you like (including never at all). If you choose to use a vehicle with respect to the fulfillment of Orders, you agree it will comply with Section 3 below, but there are no specific requirements with respect to its appearance, presentation or branding.
- I. **Subcontracting.** You may NOT engage subcontractors to assist in fulfilling Orders or to fulfill Orders on your behalf. If you wish to benefit from the participation of other Drivers, Joi Delivers' Driver Referral Program describes the opportunity available to Drivers (detailed at https://www.JoiDelivers.com/docs/Joi_Delivers_Driver_Referral_Program.pdf).

3. *You and Your Vehicle*

- A. **General Requirements.** You represent and warrant to Joi Delivers that the information that you have provided and will provide to Joi Delivers is and will be current, true, accurate, supportable and complete. If you choose to operate a motor vehicle in connection with the fulfillment of an Order, you acknowledge and agree you shall: (a) hold and maintain a valid driver's license with the appropriate level of certification to so use the vehicle; and (b) maintain automobile liability insurance as described in Section 5 that satisfies the applicable minimum requirements to operate a private passenger vehicle on public roads.
- B. **MVR and Background Check.** Your access to the Joi Driver Software is subject to you passing a motor vehicle record ("MVR") check and background check, which will be conducted by a third party engaged by Joi Delivers to provide background checks and will include a review of your driving record. Joi Delivers or its third-party contractor will separately provide you with additional information regarding these checks, including appropriate notice and authorization forms. Additional MVR and background checks may be required from time to time to remain eligible to use the Joi Driver Software. If you are charged with, plea to, receive deferred adjudication for, or are convicted of, any violent offense, any sexual offense, fraud, theft, or any offense involving operation of a motor vehicle under the influence, you must notify DriverSupport@JoiServices.com in writing immediately for evaluation for continuing access to the Joi Driver Software. You may have your access to the Joi Driver Software suspended during this evaluation.

- a. Joi Delivers will use your social security number and other information you provide during the Driver onboarding process to verify your identity and perform an extensive check on your driving history and criminal records. In particular, we will look at your driving record in order to ensure you are a safe driver with a clean driving record. While Joi Delivers reserves the right to deny driver applications for any reason, you cannot become a Joi Delivers Driver if the following are found on your driving record:
 - i. More than three (3) moving violations in the previous three (3) years, such as:
 - 1. Speeding tickets
 - 2. Accidents
 - 3. Driving without insurance
 - 4. Stoplight violations
 - ii. Any major violations in the previous three (3) years, such as:
 - 1. Driving with a suspended license
 - 2. Reckless driving
 - iii. A DUI or any drug-related violation in the previous seven (7) years.
 - b. In addition, an extensive review of your criminal background is performed. While Joi Delivers reserves the right to deny driver applications for any reason, your application will be denied if any of the following are discovered:
 - i. Two (2) or more incidents of the following crimes in the previous three (3) years or three (3) or more incidents of the following crimes in the previous seven (7) years:
 - 1. Misdemeanors
 - 2. Other crimes not detailed in categories below
 - ii. One (1) or more incidents of the following crimes in the previous seven (7) years or two (2) or more incidents of the following crimes in the previous fifteen (15) years:
 - 1. Felonies
 - 2. Violent crimes
 - 3. Theft and property damage
 - 4. Drug-related
 - iii. If you are currently listed as a registered sex offender
 - c. **Appeals.** If your application is denied and you feel there are extenuating circumstances, you have the right to appeal by sending an email to DriverSupport@JoiServices.com. Include the word "Appeal" in the subject line of your email and feel free to elaborate on extenuating circumstances related to your situation. It is our desire as a company to be extremely Driver-friendly while continuing to provide a safe and secure experience for our Customers and Merchants, so we'll do the best we can to accommodate your situation!
 - d. **Exceptions.** Joi Delivers, in its sole discretion, may by written order or authorization make exceptions to or grant exemptions from the MVR and/or background check requirements listed in this section. Such exceptions or exemptions may be conditional or unconditional, may apply to particular persons or to classes of persons, and may apply to particular MVR and/or background reports or classes of MVR and/or background reports.
- C. **Compliance with Laws and Conduct.** You agree you will comply with all applicable laws, rules and regulations in connection with your use of the Joi Driver Software and fulfillment of any Orders as a result of or in connection with same. Without limiting the generality of the foregoing, you agree to comply with all applicable traffic laws and laws relating to age-restricted products with respect to the fulfillment of any Order. You agree not to deliver alcoholic beverages to anyone who is under twenty-one years of age or who is intoxicated, and you agree not to purchase or deliver tobacco products if the age requirements in your local jurisdiction are not met. You agree to use hands-free calling and not to text or engage in other distracting behavior while you are operating a motor vehicle in connection with the fulfillment of an Order. You agree you will not cause a nuisance, annoyance, inconvenience, or property damage, whether to a User or any other party, in connection with your use of the Joi Driver Software or the fulfillment of any Order.
- D. **Vehicle Requirements.** You acknowledge and agree that if you choose to use a vehicle in connection with the fulfillment of an Order, the vehicle shall at all times be: (i) owned or leased by you, or otherwise in your lawful possession; (ii) suitable for fulfilling the Order; and (iii) maintained

in good operating condition, consistent with industry safety and maintenance standards for a vehicle of its kind and any additional applicable standards or requirements, and in a clean and sanitary condition.

- E. **Vehicle Expenses.** You acknowledge and agree you are responsible for any and all expenses associated with your vehicle you may incur in connection with fulfilling or delivering Orders, including, without limitation, payment for insurance, gas, tolls, parking, citations, and general maintenance.
- F. **Notification.** You agree to notify Joi Delivers if any event occurs which might: (i) reasonably affect your ability to competently or safely fulfill Orders, (ii) cause you to be in violation of this Agreement, or (iii) require you to submit additional information to Joi Delivers pursuant to this Agreement (e.g., you wish to begin fulfilling Orders using a motor vehicle, you are convicted of a DUI, the insurance on your vehicle lapses, etc.). Such notification shall be made to DriverSupport@JoiServices.com in writing immediately following the existence of the initial occurrence of the event.

4. *Fees; Method of Payment*

- A. **Fees.**
 - a. **License Fee.** You will not be charged a license fee by Joi Delivers or be required to provide any other form of consideration to Joi Delivers in exchange for Your access to the Joi Driver Software pursuant to the terms hereof. Users and Merchants whose Orders are fulfilled using the Joi Driver Software shall make payments to Joi Delivers, and such revenues shall be shared between You and Joi Delivers pursuant to the terms below. For the avoidance of doubt, you shall be granted access to the Joi Driver Software free-of-charge solely to facilitate the smooth fulfillment of Orders for Users and Merchants, provided that such access shall be conditioned upon and subject to compliance with the terms of this Agreement which are designed to protect the intellectual property and other rights and interests of Joi Delivers.
 - b. **Delivery Fee.** You and Joi Delivers agree to share the delivery fee charged by Joi Delivers to the User pursuant to a pre-determined ratio. Joi Delivers retains the right to determine and modify the delivery fee and the sharing ratio, both of which may vary by day of week or time of day, at any time, or from Driver to Driver. Joi Delivers guarantees you will receive this delivery fee even during promotional periods when Joi Delivers is not charging Users a delivery fee. If You fail to complete a delivery, You agree that You will not be entitled to the delivery fee.
 - c. **Tip.** You will receive 100% of any payment characterized as a tip paid by a User in connection with the fulfillment of any Order.
- B. **Method of Payment.** To facilitate payments to you, you agree to establish an account with a third party payment processor approved by Joi Delivers (the "**Payment Processor**") and to provide Joi Delivers with sufficient Payment Processor account information to enable Joi Delivers or the Payment Processor to direct deposit the fees due to you into your account. In addition, you acknowledge and agree that Joi Delivers is permitted to share certain information with the Payment Processor in order for them to provide certain payment processing and tax-related services in connection with your Delivery Services. You agree to be bound by any terms and conditions required by the Payment Processor in connection with your receipt of payments hereunder.
- C. **Third-Party Processors.** Joi Delivers may use third-party payment processors in order to process payments. To receive payments using any third-party processor, you agree to establish an account with the third-party processor and be bound by their service agreement which may be updated by the third-party processor from time to time. You further acknowledge and agree that Joi Delivers is permitted to share certain information with the third-party processor in order for you to be provided with certain payment processing and tax-related services in connection with your Delivery Services, and the third-party processor may collect, use, retain and disclose your information in accordance with their privacy policy, as may be updated by the third-party processor from time to time.

5. Insurance

- A. **Personal Coverage.** If you elect to use a motor vehicle in connection with the fulfillment of any Order, you agree to maintain automobile liability insurance on that vehicle that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy the applicable minimum requirements to operate a private passenger vehicle and covers your vehicle during the fulfillment of the Order. This coverage must include any no-fault coverage required by applicable law that may not be waived by an insured. You agree to provide Joi Delivers with a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for the insurance policy required in this Section 5 upon request. You must be a named insured or a covered driver on the insurance policy for any vehicle you choose to use in connection with the fulfillment or delivery of Orders. Furthermore, if you elect to use a motor vehicle in connection with the fulfillment of any Order, you agree to provide Joi Delivers immediately with written notice of any cancellation of any insurance policy applicable to that vehicle. Joi Delivers shall have no right to control whether you use a motor vehicle or your selection or maintenance of your insurance policy. You understand and agree Joi Delivers is not under any obligation to provide you insurance of any kind.
- B. **Acknowledgement.** You understand and acknowledge that your personal automobile insurance policy may not afford liability, comprehensive, collision, medical payments, personal injury protection, uninsured motorist, underinsured motorist, or other coverage for the fulfillment of Orders pursuant to this Agreement and that it is your responsibility to obtain the coverage specified in this Section 5. If you have any questions or concerns about the scope or applicability of your own insurance coverage, it is your responsibility, not Joi Delivers', to resolve them with your insurer(s), if you elect to use a motor vehicle to fulfill any Order.
- C. **Accident Notification.** You are required to promptly notify Joi Delivers at DriverSupport@JoiServices.com of any accidents that occur while providing Delivery Services and to cooperate and provide all necessary information related thereto.
- D. **Express Acknowledgement of Additional Terms:**
- a. **Your Responsibility.** As detailed in Section 6, you are an independent contractor of Joi Delivers, not an employee, and are therefore responsible for acquiring and maintaining insurance to cover your activities while fulfilling Orders using the Joi Driver Software. You acknowledge that neither Joi Delivers or its affiliates are responsible for purchasing insurance for you or covering you under their insurance.
 - b. **Motor Vehicle Insurance.** If you choose to use a motor vehicle while fulfilling Orders using the Joi Driver Software, you agree to maintain liability insurance covering that vehicle that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy the applicable minimum requirements to operate such vehicle in Texas. This coverage must include any no-fault coverage required by applicable law that may not be waived by an insured. You must be a named insured or a covered driver on the insurance policy for any vehicle you choose to use in connection with the fulfillment of Orders using the Joi Driver Software. You agree to provide evidence of insurance to Joi Delivers upon request.
 - c. **Commercial Rider.** You acknowledge that you are responsible for confirming with your insurance whether your motor vehicle policy provides coverage while you are fulfilling Orders using the Joi Driver Software, or whether it is necessary to purchase any additional riders, such as a commercial vehicle rider. You agree to acquire and maintain any necessary riders prior to fulfilling Orders using the Joi Driver Software.
 - d. **Release.** You hereby agree to release and hold harmless Joi Delivers, its parent, subsidiary, and affiliated entities, and its and their directors, officers, shareholders, employees, representatives, and agents from and against any claims arising out of or relating to your failure to maintain adequate insurance, your fulfillment of any Order, or your breach of the Agreement.

6. *Relationship of the Parties*

- A. **Independent Contractor.** As noted above, you retain complete and total discretion as to whether, when, where, and for how long to use the Joi Driver Software. Likewise, you retain complete and total discretion as to whether, when, where, and which User Orders to accept. You and Joi Delivers agree you are an independent contractor of Joi Delivers, and not an employee of Joi Delivers for any purpose. You and Joi Delivers further expressly agree: (i) this Agreement is not an employment agreement, nor does it create an employment relationship, between Joi Delivers and you; and (ii) no joint venture, partnership, or agency relationship exists between Joi Delivers and you. You acknowledge and agree that you are obligated to report as income all payments received by you pursuant to this Agreement, and you agree to and acknowledge the obligation to report and pay all self-employment and other taxes thereon.
- B. **No Authority.** You acknowledge and agree that you have no authority to bind Joi Delivers and you undertake not to hold yourself out as an employee, agent or authorized representative of Joi Delivers.
- C. **No Benefits.** You acknowledge and agree, and it is the intent of the parties that you will not be entitled to participate in any Joi Delivers-sponsored benefits from Joi Delivers or any of its affiliates, either as a consultant or employee. If you are reclassified by a governmental agency or court as an employee, you will become a reclassified employee and will receive no benefits except those mandated by applicable law, even if by the terms of the Joi Delivers' benefit plans in effect at the time of such reclassification you would otherwise be eligible for such benefits. You are responsible for any and all expenses incurred in connection with your performance under this Agreement, and will not be reimbursed by Joi Delivers for such expenses.

7. *Limitations on Availability*

We make no representation that Users are available or that the fulfillment of Orders is permitted in any particular location. Use of the Joi Driver Software and the fulfillment of Orders are void where prohibited. Joi Delivers may also impose limits on the use or access to the Joi Driver Software as required by law.

8. *Term*

This Agreement will commence on the Effective Date and will continue until terminated as set forth herein (the "**Term**"). Joi Delivers shall be entitled to terminate this Agreement upon one (1) day's notice to Driver and may limit or terminate Driver's access to the Joi Driver Software in accordance with the Joi Delivers Driver Policies and Procedures, which can be found at:

https://www.JoiDelivers.com/docs/Joi_Delivers_Driver_Behavior_Policies.pdf

Driver may terminate this Agreement upon one (1) day's notice by notifying Joi Delivers at DriverSupport@JoiServices.com. Upon termination of this Agreement by either Joi Delivers or Driver, Driver shall immediately cease all use of and all access to the Joi Driver Software. In the event you have any Joi Delivers Confidential Information or property in your possession, Driver will return such Joi Delivers Confidential Information or property to Joi Delivers upon the termination of this Agreement. Sections 6 through 10 and 12 through 19 shall survive any termination or expiration. All other rights and obligations shall be of no further force or effect.

9. *Proprietary Rights*

- A. **Reservation of Rights.** Joi Delivers reserves all rights in and to the Joi Delivers App, Joi Driver Software and all Joi Delivers intellectual property not expressly granted under this Agreement. "**Joi Delivers**," and all associated logos displayed within the Joi Delivers App are our trademarks (unless otherwise noted). If Driver submits comments, suggestions, or other feedback regarding

the Joi Delivers App or Joi Driver Software (“**Feedback**”), such Feedback will be the property of Joi Delivers, and you hereby assign to Joi Delivers all rights, title and interest in Feedback. Without limiting the generality of the foregoing, Joi Delivers will be entitled to use Feedback for any commercial or other purpose whatsoever, without compensation to you.

- B. **Data Ownership.** Driver shall own all right, title, and interest in and to any data that is collected by Joi Delivers from Driver or provided by Driver in connection with Driver’s use of the Joi Driver Software (“**Driver Data**”). Driver hereby grants to Joi Delivers and its affiliates a perpetual, non-exclusive, transferable, sublicenseable, irrevocable, worldwide, royalty-free, paid-up right and license under all of Driver’s applicable intellectual property rights to use, disclose, modify, store, and create derivative works of the Driver Data (i) in connection with Driver’s use of the Joi Driver Software, (ii) to ensure Driver’s compliance with the terms of this Agreement, (iii) for statistical use, (iv) to monitor and improve the Joi Driver Software , the Joi Delivers App, and the connection of Users, Drivers and Merchants, and (v) in connection with the business activities of Joi Delivers or its affiliates.

10. Confidentiality

- A. **Joi Delivers Confidential Information.** Driver acknowledges the Joi Delivers App, the terms of this Agreement, and any other non-public, proprietary or confidential information provided or made available to you by Joi Delivers or its affiliates constitutes Joi Delivers’ valuable proprietary information and trade secrets (“**Joi Delivers Confidential Information**”). Driver may not disclose or permit disclosure of Joi Delivers Confidential Information to any third party without the prior written consent of Joi Delivers. Other than as necessary to perform Delivery Services, Driver will not use Joi Delivers Confidential Information. Driver will take all means necessary to preserve the confidential nature of Joi Delivers’ Confidential Information. Without limiting the generality of the foregoing, you agree not to disclose any information regarding the confidential features or functionality of the Joi Driver Software to any third party. Joi Delivers shall have the right to seek an injunction (without having to post a bond) to prevent any breach or continued breach of this section.
- B. **Privacy Policy; User Information.** Our privacy policy (“**Privacy Policy**”), which can be found online at https://www.joidelivers.com/docs/Joi_Delivers_Privacy_Policy.pdf, is hereby incorporated by reference into this Agreement. You agree to our Privacy Policy and consent to the practices concerning data collection, transmission and use set forth therein. You further agree that you owe Joi Delivers and Users, during the term of this Agreement and thereafter, a duty to hold all User Information in the strictest confidence and not to disclose it publicly nor to any person or entity or to use it except as necessary in carrying out the Delivery Services consistent with this Agreement and Joi Delivers’ Privacy Policy.
- C. **Driver ID/Password.** You will be given a unique ID and you will specify a password to enable you to access and use the Joi Driver Software on Your Device. This password is considered Joi Delivers’ Confidential Information. You agree that you will maintain your password in confidence and not share your password with any third party. You will take all necessary steps to change your password, including immediately notifying Joi Delivers, in the event of any actual or suspected breach or improper use or disclosure of your password.

11. Consent to Communications

YOU CONSENT TO RECEIVE MESSAGES (WHETHER BY PHONE, EMAIL, TEXT MESSAGES OR PUSH NOTIFICATIONS) FROM JOI DELIVERS, USERS AND/OR OUR THIRD-PARTY PARTNERS, AND ACKNOWLEDGE AND AGREE THAT YOUR PRIMARY PHONE NUMBERS AND EMAIL ADDRESSES AND OTHER INFORMATION MAY BE USED FOR THE PURPOSE OF INITIATING AUTOMATED COMMERCIAL MESSAGES. We will allow you to opt out of receiving some of these messages, and agreeing to receive these messages is not a condition of purchasing any property, goods, or services, but to stop receiving any messages from us whatsoever (including administrative messages regarding the Joi Driver Software), you must terminate this Agreement. You agree to maintain an updated phone number

and email address with Joi Delivers. In the unlikely event you receive a communication from Joi Delivers or any Driver, User or Merchant that you believe could violate the terms of this Agreement, you agree to promptly notify Joi Delivers at DriverSupport@JoiServices.com.

12. *Interactions with Users and Merchants*

The Joi Delivers App is designed to facilitate transactions among Drivers, Merchants and Users. You solely accept all risks related to interacting with and transacting with Users, Merchants or other Drivers. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS AND TRANSACTIONS WITH USERS, MERCHANTS AND OTHER DRIVERS. YOU AGREE TO LOOK SOLELY TO SUCH USERS, MERCHANTS OR DRIVERS FOR ANY CLAIM, DAMAGE OR LIABILITY ASSOCIATED WITH ANY TRANSACTION COMMISSIONED VIA THE JOI DELIVERS APP AND ANY ORDER, AND EXPRESSLY WAIVE AND RELEASE JOI DELIVERS FROM ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES ARISING OUT OF ANY ACT OR OMISSION OF ANY SUCH USER, MERCHANT OR DRIVER, INCLUDING WITHOUT LIMITATION DAMAGES RELATING TO PERSONAL INJURY OR DESTRUCTION OF PROPERTY. Joi Delivers has no obligation to monitor or resolve disputes among Drivers, Users and Merchants.

13. *Disclaimer of Warranties*

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE JOI DELIVERS APP, DRIVER SOFTWARE, USER ORDERS, AND USER INFORMATION, ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT THERETO, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NONINFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE DRIVER SOFTWARE WILL MEET DRIVER'S REQUIREMENTS, THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN SERVICE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE THAT WE GIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY.

14. *Limitation of Liability*

IN NO EVENT SHALL JOI DELIVERS OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE JOI DELIVERS APP, DRIVER SOFTWARE, USER INFORMATION, OR THE FULFILLMENT OF ORDERS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF JOI DELIVERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL JOI DELIVERS OR ITS AFFILIATES HAVE AGGREGATE LIABILITY HEREUNDER FOR DAMAGES IN EXCESS OF THE AMOUNT DRIVER EARNED IN CONNECTION WITH THIS AGREEMENT IN THE THREE (3) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY OR EXCLUSION OF CERTAIN DAMAGES, SO THIS LIMITATION MAY NOT APPLY.

15. Indemnity

Driver agrees to indemnify, defend, and hold harmless Joi Delivers and its affiliates and their respective directors, officers, employees and agents from any loss, liability, claim, or demand, including reasonable attorneys' fees and monetary judgments against Joi Delivers, made by any User, Merchant, Driver or other party that arises out of, is related to, or is based on (a) a breach of this Agreement and/or any breach of your representations and warranties, (b) your negligence or intentional act or omission, (c) your use of the Joi Driver Software, and/or (d) any Order.

16. Arbitration and Equitable Relief

- A. **Disputes.** Except as provided in Section 16(G), you and Joi Delivers agree to settle by binding arbitration, and not in a court of law, any and all disputes, controversies, and claims of whatever nature or kind that Joi Delivers may have against you or that you may have against Joi Delivers or against Joi Delivers' affiliates, parents, subsidiaries, successors or assigns, or any of the current or former officers, directors, principals, shareholders, owners, employees, or agents of any of them (the "**Joi Delivers Parties**"), including but not limited to any claim related to or arising under this Agreement, the use of the Joi Driver Software, any Order or the fulfillment of same, any Merchant, or the nature of the relationship between you and Joi Delivers (each a "**Claim**" and collectively, "**Claims**"). Such Claims include but are not limited to disputes regarding any background checks performed by or on Joi Delivers' behalf, payments made by you or any payments made or allegedly owed to you, city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, termination, discrimination, harassment, retaliation, fraud, defamation, emotional distress, breach of any express or implied contract or covenant, claims arising under federal or state consumer protection laws, claims arising under antitrust laws, claims arising under the Telephone Consumer Protect Act and Fair Credit Reporting Act, and claims arising under the Uniform Trade Secret Act, Civil Rights Act of 1964, Americans with Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by Joi Delivers and covered by the Employee Retirement Income Security Act or funded by insurance), Genetic Information Non-Discrimination Act, and states statutes, if any, addressing the same or similar subject matters, and all other similar federal and statute statutory and common law claims. This arbitration provision is intended to require arbitration of every Claim that lawfully can be arbitrated, except for those Claims which by the terms of this Agreement are expressly excluded from the arbitration provision. Any arbitration brought pursuant to this Agreement is to be administered in the English language in accordance with the rules for resolution of commercial disputes then in effect of the American Arbitration Association ("**AAA**"), except as modified by this Agreement, whether such dispute or controversy arose before or after the date you signed this Agreement. The AAA rules are available at www.adr.org/Rules. Except as provided in Section 16(B)(b) below, any question regarding the scope, enforceability, validity, interpretation, formation, or application of this Section 16, including any claim of unconscionability or defense to arbitration, shall likewise be settled exclusively by binding arbitration. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction.
- B. Individual Basis.
- a. You and Joi Delivers agree to resolve any Claim in arbitration on an individual basis only, and not on a class or collective basis. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis and there will be no right or authority for any dispute to be brought, heard, or arbitrated as a class action, collective action, representative action, other multi-party or consolidated action, or any other action on behalf of or together with individuals other than myself ("Class Action Waiver"), unless such procedures are agreed to in writing by all parties.

- b. Notwithstanding Section 16(A) or any other clause contained in this Agreement, any claim that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.
 - c. If the Class Action Waiver is determined to be unenforceable by a civil court of competent jurisdiction in a proceeding in which one or more parties seek to pursue a class or collective action or otherwise act in a representative capacity, then this Agreement will not apply with respect to that class or representative action, which will proceed instead before such court and not in arbitration. If the court, however, ultimately denies the request of the party or parties to proceed on a class, collective or representative basis, then the individual claim(s) of the party or parties will be subject to this Agreement and referable to arbitration under these terms.
- C. **Demand for Arbitration.** All claims in arbitration are subject to the same statutes of limitation that would apply in court. The party bringing the claim must deliver a written demand for arbitration 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. Service of any demand for arbitration on Joi Delivers shall be provided to legal@JoiServices.com and such other designee as Joi Delivers may provide. Service of any demand for arbitration on you shall be sent to your home address as reflected in Joi Delivers' system of record. The arbitrator shall resolve all disputes regarding the timeliness or sufficiency of the demand for arbitration.
- D. **Selection of Arbitrator.** Joi Delivers and Driver shall select one (1) neutral arbitrator by mutual agreement. If the parties cannot agree on an arbitrator within 30 days of the written demand for arbitration, the arbitrator shall be selected in accordance with the procedures found in the then current AAA's Commercial Arbitration Rules and Mediation Procedures. Unless the parties jointly agree otherwise, the Arbitrator shall be either an attorney licensed to practice law in the state in which the arbitration is convened, or a retired judge.
- E. **Location of Arbitration.** The location of the arbitration proceeding shall be no more than 45 miles from the place where you last used the Joi Driver Software to connect with a User with respect to the fulfillment of the User's Order, unless each party to the arbitration agrees in writing otherwise.
- F. **Costs.** Joi Delivers will pay the AAA filing, administrative and arbitrator fees associated with the arbitration, except for the first \$300.00 in administrative fees for any arbitration that is initiated by you. Each party will separately pay its counsel fees and expenses unless otherwise required by law.
- G. **Exceptions to Arbitration Provision**
- a. The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without abridgment of the powers of the arbitrator, provided the remainder of any such dispute shall be subject to arbitration.
 - b. This arbitration provision shall not apply to Claims relating to Joi Delivers' or your intellectual property rights.
 - c. This arbitration provision shall not apply to Claims that are not subject to pre-dispute agreements to arbitrate.
- H. **Acknowledgment.** YOU HAVE READ AND UNDERSTAND SECTION 16, WHICH DISCUSSES ARBITRATION. YOU UNDERSTAND THAT BY SIGNING THIS AGREEMENT (OR INDICATING "I AGREE" WHEN PRESENTED WITH THIS AGREEMENT ONLINE OR IN THE JOI DRIVER SOFTWARE), YOU KNOWINGLY AND VOLUNTARILY AGREE TO SUBMIT ANY CLAIMS BETWEEN YOU AND THE JOI DELIVERS PARTIES, INCLUDING ANY CLAIM ARISING OUT OF OR RELATING TO, (a) THIS AGREEMENT, OR THE EXISTENCE, BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY HEREOF, OR (B) YOUR ACCESS TO OR USE OF THE JOI DELIVERS APP AT ANY TIME, WHETHER BEFORE OR AFTER THE DATE YOU SIGNED THIS AGREEMENT, TO BINDING ARBITRATION, EXCEPT AS PROVIDED IN SECTION 16(G), AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF YOUR RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE RELATIONSHIP BETWEEN THE PARTIES. **YOU**

FURTHER ACKNOWLEDGE THAT, PURSUANT TO THIS PROVISION, YOU ARE PRECLUDED FROM BRINGING, PARTICIPATING IN, OR RECOVERING RELIEF PURSUANT TO ANY CLASS OR COLLECTIVE ACTION AGAINST JOI DELIVERS.

- I. **Governing Law.** You and Joi Delivers agree that this Section 16 shall be governed by the Federal Arbitration Act (“FAA”) even in the event Joi Delivers or you are otherwise exempted or excluded from the FAA. Any disputes in this regard shall be resolved exclusively by an arbitrator. In the event, but only in the event, the arbitrator determines the FAA does not apply, the Texas General Arbitration Act will govern. For the avoidance of doubt, questions regarding the scope, enforceability, or other aspects of this Section 16 shall be subject to the terms of Section 17 below.
- J. **Changes.** Joi Delivers may modify, revise, or terminate the terms of this Section 16 by giving Driver at least 30 days’ advance notice of the modification, revision, or termination. Any such modification, revision, or termination shall not be effective as to claims for which a demand for arbitration is or has been made prior to the effective date of the modification, revision, or termination. If you do not agree to the terms of this Agreement as revised, please cease using the Joi Driver Software within the time proscribed in the Update Notice. If you continue using the Joi Driver Software beyond such time period, you will be deemed to have accepted the terms and provisions of the Joi Driver Software as revised.
- K. **Jury Waiver.** Without limiting the parties’ agreement to arbitrate in any way, Joi Delivers and Driver agree to waive a jury trial of any dispute, controversy, or claim between them that is not submitted or compelled to arbitration for any reason whatsoever.

17. *Governing Law, Forum and Venue*

Except as provided in Section 16(I), this Agreement will be construed in accordance with and governed by the laws of the State of Texas, without regard to conflicts of laws principles. Without limiting the agreement to arbitrate set forth in Section 16, Joi Delivers and Driver agree the exclusive venue for resolving any dispute between them, including but not limited to any dispute arising out of or related to this Agreement, that is not submitted or compelled to arbitration for any reason shall be in the state and federal courts located in Dallas County, Texas, and Driver consents to the jurisdiction of the federal and state courts located in Dallas County, Texas; provided, however, the foregoing shall not limit or displace in any way the scope of the parties’ agreement to arbitrate in Section 16. Driver further acknowledges and agrees that many of the witnesses and records that would be relevant to any dispute between the parties are located in Dallas, Texas, and that Dallas, Texas, would not be an inconvenient forum for the resolution of any dispute between the parties. Driver hereby waives any objection to Dallas, Texas, as a forum and venue for the hearing of any dispute between Driver and Joi Delivers that is not compelled to arbitration for any reason, including but not limited to any objection based on convenience.

18. *Export and Other Restrictions*

Driver may not use or otherwise export or re-export the Joi Delivers App or elements thereof except as authorized by United States law and the laws of the jurisdiction in which the Joi Delivers App was accessed or obtained. In particular, but without limitation, the Joi Delivers App may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List.

19. *Miscellaneous*

This Agreement, and the documents we reference in this Agreement, constitutes the entire agreement between Joi Delivers and Driver regarding the subject matter hereof, including but not limited to the Joi Driver Software, and supersedes any prior agreements, whether written or oral, on the subject matter hereof. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. Except as provided in Section 16(B), if any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from

this Agreement and does not affect the validity and enforceability of any remaining provisions. Except as provided in Section 16(J), any amendments to and waivers under this Agreement shall only be valid if in writing and signed by an authorized executive of Joi Delivers and Driver, or in the case of Driver, accepted via a click-to accept or electronic signature mechanism. Driver may not transfer, delegate or assign this Agreement or any of its rights or obligations hereunder without Joi Delivers' prior written consent or as otherwise provided in the Agreement, and any attempt to do so shall be null and void. Joi Delivers may transfer or assign this Agreement.