

Maven Car Sharing Owner Terms of Service

Please read these Terms of Service carefully as they contain important information about your legal rights, remedies, and obligations. By using Maven Car Sharing, you agree to follow and be bound by these Terms of Service.

SUMMARY OF THESE TERMS OF SERVICE

- Using Maven Car Sharing, you can rent your vehicle to Maven Members for hourly and daily rentals.
- To be eligible for use in Maven Car Sharing, a Vehicle must be safe to be on the road and its rental and use must be in compliance with the law and these Terms.
- Our Rules of Use listed below apply.
- We may suspend or discontinue your access to some or all of the Maven Services or Maven Car Sharing.
- We may perform checks on your background, driving history and/or driving record to determine eligibility to sign up and continue participating in Maven Car Sharing.
- You will notify us when you want to cancel Maven Car Sharing.
- Your vehicle must have an OnStar account activated by Maven; **your Owner Center, myChevrolet, myBuick, myGMC and myCadillac account access to OnStar services will no longer operate.**
- We have certain rights to use and share the information or materials you provide us, as defined in these Terms of Service.
- You must enter into an agreement with our payment processor to receive payments and eligible reimbursements for renting your Vehicle using Maven Car Sharing.
- You may be charged fees for actions such as cancelling a reservation that has already been accepted.
- Maven's Hardware must be installed on your vehicle to use Maven Car Sharing.
- The Services are provided "AS IS" and are limited by matters outside our control. Unless expressly provided in these Terms of Service, we make no representations or warranties about Maven Car Sharing or for the availability of its services, and we are not liable for the use or any lack of availability of Maven Car Sharing.
- If a dispute arises, you will resolve it through individual arbitration.
- We may modify these Terms of Service at any time and the modifications will be effective when posted on our Website or when we notify you, whichever occurs first.
- You are bound by the complete Agreement as defined below, including the User Terms, the Privacy Statement, and the OnStar Term and Conditions.

THESE TERMS OF SERVICE INCLUDE AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO USE OF THE MAVEN CAR SHARING, THESE TERMS OF SERVICE, OR MAVEN'S PRIVACY STATEMENT TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT. THE DISPUTE RESOLUTION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT

AS PART OF A CLASS ACTION. THESE TERMS OF SERVICE ALSO INCLUDE A JURY WAIVER. MORE INFORMATION ABOUT THE ARBITRATION AND CLASS ACTION WAIVER CAN BE FOUND IN SECTION 11 BELOW.

Safety. As a requirement to List your Vehicle with Maven Car Sharing, you must ensure that your Vehicle is free from unsafe conditions in its operations, safety, and in safe and roadworthy condition, in good mechanical condition, and in full compliance with all inspection and registration requirements. You also must also ensure yourthat your Vehicle is not subject to an open or unperformed recall or subject to a similar safety notices and you agree to complete any recommended action before allowing your Vehicle to be reserved. **You are required to regularly check your Vehicle for any condition that adversely impacts its operation or safety and immediately withdraw your Vehicle from Maven Car Sharing until such condition is repaired or resolved.**

Owner Support. Maven’s dedicated Owner Support team can assist in answering your questions and concerns (“**Owner Support**”) regarding Maven Car Sharing and these Terms of Service. You can reach them at ownersupport@maven.com anytime or call 1-586-922-0985 between 8 AM and 7 PM Eastern, Monday through Friday.

Last Revised: July 26, 2018

Maven Drive LLC (“**Maven**”, “**we**”, or “**us**”), provides an online car sharing service that enables eligible, General Motors vehicle owners and lessees (“**Owners**”) to connect with eligible Maven users (“**Drivers**”) seeking to reserve and rent qualifying Owner vehicles (“**Vehicles**”) for rentals (“**Trips**”). These Terms of Service (“**Terms**”) constitute a legally binding agreement (“**Agreement**”) between you and Maven governing your access to and use of the Maven website (“**Site**”) and web application (collectively, the “**Owner Dashboard**”) and all associated services for Owners (collectively, “**Maven Services**”). The Site, Owner Dashboard, and Maven Services together are collectively called “**Maven Car Sharing.**”

Our Privacy Statement outlines how we use and safeguard your information. You understand that by using Maven Car Sharing, you consent to the collection, use, and disclosure of your personally identifiable information and aggregate data described in our Privacy Statement, and to have your personally identifiable information collected, used, transferred to, and processed in the United States.

We may update, modify, or amend the Terms of this Agreement from time to time during your participation by posting the updates on our website or otherwise providing the updates to you. You will review the updates during your use of Maven Car Sharing. You may cancel your use of Maven Car Sharing at any time by providing notice to Maven or as otherwise provided in this Agreement. By continuing to use the Maven Services or Maven Car Sharing, you agree to be bound by the modified terms.

1. ELIGIBILITY, REGISTRATION, AND VERIFICATION

- 1.1. You must be at least 18 years old and able to enter into legally binding contracts to access and List a Vehicle on Maven Car Sharing. By accessing or using Maven Car Sharing, you represent and warrant you are 18 or older and have the legal capacity and authority to enter into a contract.
- 1.2. In order to access and use certain features of Maven Car Sharing such as creating a Listing (defined in **Section 2** below), you must do each of the following: (i) create a Maven Car Sharing Owner account (“**Account**”), by providing us with your email address and creating a password; and (ii)provide us with certain information about yourself so we can verify your identity. You will

provide complete and accurate information to Maven about yourself and your Vehicle, if applicable. You will keep your Account information up-to-date.

- 1.3. You consent to and authorize Maven, to the extent permitted by law, to perform or have performed a background check of you and of your driving history and/or driving record. You have reviewed and understand the information, statements, and notices in the Background Check Disclosures, the State Law Disclosures and the California State Law Disclosures, described in more detail in Section 12 of this Agreement, and this background check authorization. Maven may accept or reject your application to become an Owner based on the information retrieved by these checks in our sole discretion.
- 1.4. You may not register more than one (1) Account unless we authorize you to do so. You may not assign or otherwise transfer your Account to another party.
- 1.5. You must maintain the confidentiality and security of your Account credentials and may not disclose your credentials to any third-party. You must immediately notify Owner Support if you know or have any reason to suspect that your credentials have been lost, stolen, or otherwise compromised or if any actual or suspected unauthorized use of your Account occurs. You are responsible for any activities conducted through your Account.

2. MAVEN PEER REQUIREMENTS AND PROCEDURES

- 2.1. **Vehicle Eligibility.** To be eligible to create a listing (“Listing”) on Maven Car Sharing, you must comply with the following requirements:
 - 2.1.1. If any vehicle you offer is a leased vehicle, you will be responsible for any and all of your lease obligations, which could include excess wear and mileage charges. Any products (such as extended warranties, vehicle service contracts, GAP, or excess wear and tear coverage) that you may have purchased with your vehicle may be void or voidable due to the Services. You will be responsible for all parking tickets, tolls and traffic fines related to the vehicle.
 - 2.1.2. Your Vehicle is a General Motors-brand Vehicle, including Chevrolet, Buick, GMC, and Cadillac, model year 2015 and newer.
 - 2.1.3. Within the preceding requirements, the following vehicles are not currently eligible for Maven Car Sharing:
 - 2.1.3.1. **2015:** Cadillac Escalade, Chevrolet Silverado, Chevrolet Spark, Chevrolet Suburban, Chevrolet Tahoe, GMC Sierra, GMC Yukon, GMC Yukon XL;
 - 2.1.3.2. **2015, 2016, and 2017:** Buick Enclave, Chevrolet Traverse, GMC Acadia, GMC Savanna, Chevrolet City Express, Chevrolet Express Van, GMC Acadia Limited;
 - 2.1.3.3. **2018:** City Express, Express Van, GMC Savanna.
 - 2.1.4. Your Vehicle must be free of any condition that would impact its operation, safety, and in safe and roadworthy condition, in good mechanical condition, and in full compliance with all inspection and registration requirements. Your Vehicle must not be subject to an open or unperformed recall or similar safety notice.
 - 2.1.5. You are required to regularly check your Vehicle for any conditions in its operations or safety and perform regular maintenance as recommended in your Vehicle’s manual. You are

required to regularly check <https://my.gm.com/recalls> or <https://www.nhtsa.gov/recalls> to determine if your Vehicle is subject to a safety recall or field action and, if it is, to have the safety recall or field action completed at a General Motors authorized repair facility before Listing your Vehicle.

- 2.1.6. Your Vehicle's registration, license plate, vehicle tags/tabs, and any other required documentation are up-to-date. Your Vehicle's title is clean, non-salvaged, non-washed, and non-branded. Your Vehicle is free from any financial restrictions or outstanding tickets.
- 2.1.7. Your Vehicle must have the required Maven Car Sharing accessory and, as required, lockbox (collectively, "**Hardware**") installed by Maven. Additionally, Maven will place a Maven decal or similar item on or in your Vehicle to demonstrate your Vehicle is part of Maven Car Sharing, which are required to List your Vehicle.
- 2.1.8. Your Vehicle must have OnStar Services activated by Maven and you agree to and are bound by OnStar's User Terms (*available at https://www.onstar.com/us/en/user_terms/*) and Privacy Statement (*available at https://www.onstar.com/us/en/privacy_statement/*). Please note, if you have an existing OnStar account, you will lose certain functionality, including access to your MyBrand or RemoteLink mobile applications and associated services including remote start, key fob controls, vehicle location, and certain notifications. Maven will assist with all onboarding and offboarding of OnStar accounts. Please contact Owner Services (ownersupport@maven.com anytime or call 1-586-922-0985) with questions regarding your OnStar account and services.
- 2.1.9. You must have a minimum of two (2) key fobs for any Vehicle you List.

2.2. Listing Requirements.

- 2.2.1. You must provide complete and accurate information about your Vehicle and provide any other information regarding your Vehicle requested by Maven. At Maven's option, Maven will take photographs of your Vehicle, which are required to create a Listing. You are responsible for keeping your Listing information, including but not limited to calendar availability, and Vehicle information up-to-date and accurate.
- 2.2.2. Maven may require any proof to establish Vehicle eligibility any time prior to or during a Vehicle's Listing. Acceptance of a Vehicle onto Maven Car Sharing shall be in the sole discretion of Maven. Maven may periodically review any records to ensure that your Vehicle continues to be eligible. Maven reserves the right to delist or reject your Vehicle until any concerns have been resolved and proven, solely within our discretion.
- 2.2.3. The placement and ranking of Listings in search results on Maven Car Sharing may vary and depend on many factors, such as Driver preferences, price, availability, and cancellation history, among others.
- 2.2.4. You are solely responsible for setting a price for your Listing ("**Listing Fee**") within the range provided by Maven. Once a Driver requests a reservation of your Listing, you may not request that the Driver pays a higher price than in the reservation request. If you change your Listing Fee, all reservations scheduled prior to the change will be at the Listing Fee in effect at the time the Vehicle was reserved.

- 2.2.5. Reservations are made based on Vehicle availability. If a Driver makes a reservation for your Vehicle, you are entering into legally binding agreement with the Driver. You must provide your Vehicle to the Driver as described in your Listing when the reservation request is made. If, after a reservation is made, your Vehicle becomes unavailable due to your actions or inactions, Maven reserves the right to suspend or remove you from Maven Car Sharing, subject to our sole discretion. **It is your responsibility to ensure that your Vehicle availability is accurate and up-to-date.**
- 2.2.6. You must park your Vehicle in the pick-up location where you provide it in the Owner Dashboard and that location must be reasonably safe and secure location.
- 2.2.7. You represent and warrant that any Listing and a Driver's reservation of your Vehicle will breach no agreements you have signed with any third parties and comply with all laws, rules, and regulations.

3. INSURANCE, INCIDENT REPORTING, DAMAGE, AND RELATED MATTERS

- 3.1. **Insurance.** Maven, through its partner insurance carrier, provides insurance (“**Maven Car Sharing Insurance**”) on your Vehicle to cover Drivers and Vehicles that meet and comply with the terms of this Agreement. Coverage applies for the duration of each rental and includes liability, collision, and comprehensive coverage. Maven Car Sharing Insurance provides you coverage up to a combined single limit of \$1,000,000 for liability. Coverage includes third-party bodily injury and third-party liability for passengers and other affected parties, and third-party property damage arising from an incident with the Vehicle. Maven Car Sharing Insurance additionally provides comprehensive and collision coverage to protect your Vehicle in the event of theft, fire, vandalism, weather damage, and any damage to the Vehicle after a covered incident up to the actual cash value of the Vehicle.
- 3.2. Maven Car Sharing Insurance does not cover your personal use, rental to a non-Driver, non-rented use of a Vehicle, normal wear and tear on the Vehicle (*e.g.*, small dings, dents, chips, corrosion, removable stains, minor carpet wear), or theft or loss of personal belongings left in your Vehicle (*e.g.*, electronics, bikes, cash). Additionally, Maven Car Sharing Insurance provides reimbursement for certain losses and inconveniences resulting from an incident during a rental, detailed in Sections 4.4.1 and 4.4.2 below.
- 3.3. **By entering these Terms of Service, you understand and acknowledge that your own personal auto insurance policy may not provide coverage for you or your Vehicle while the Vehicle is being rented as part of Maven Car Sharing. Coverage under Maven Car Sharing Insurance shall be primary to an Owner's personal auto insurance policy.**
- 3.4. The above is a general description of the insurance program. Actual and specific terms of coverage are set forth in the insurance policy provided through Maven's insurance partner. For more information about the insurance program, please contact Owner Support at 1-586-922-0985 or ownersupport@maven.com.
- 3.5. **Vehicle Damage.** If your Vehicle is damaged during a rental period, you must report the damage within 24 hours after the end of the reservation during which the damage occurred. To report the damage, contact Owner Support at ownersupport@maven.com or call 1-586-022-0985. You agree to cooperate with Maven, Maven's insurance carrier, and any other third-parties

participating in the investigation of the damage and provide any information requested by Maven in order to validate the cause of the damage or loss.

- 3.6. **Failure to receive coverage under Maven Car Sharing Insurance.** Based on the results of the investigation, Maven or Maven's trusted third-party claims administrators will reasonably determine whether the damage occurred during the rental period and whether the Vehicle is eligible for coverage. If Maven is not given prompt notice as described in this paragraph, or if you do not provide reasonable cooperation in the investigation by Maven or third-party claims administrators, we may not be able to determine the cause of the reported damage. Therefore, you agree that we may decline any financial responsibility for such damage.
- 3.7. **Missing Vehicle.** If your Vehicle goes missing, is not returned, and/or is stolen during the rental period, you must immediately contact Owner Support at 1-586-022-0985. You agree to follow the instructions provided to you by Owner Support, including cooperating with Maven, law enforcement, and any other authorities related to the investigation. If you are instructed by Maven to file a police report, you must do so within 24 hours, or sooner if required by law.

4. **PAYMENTS, BILLING, AND FEES**

- 4.1. You agree to the fees and charges, terms of sale, payment, and billing policies applicable to your use of Maven Car Sharing detailed below. Maven may add new services for additional fees and charges, or amend fees and charges for existing services, in our sole discretion. All fees and charges for your use of Maven Car Sharing are non-refundable. All fees and charges plus applicable taxes and surcharges will be charged to the payment method you provide in the Owner Portal. Any credit or debit card you provide as your payment method must be linked to a financial institution in the U.S. or Canada. Maven does not accept prepaid credit, cryptocurrency, digital or gift cards, as a method of payment. This payment method must be your own credit or debit card issued to you and for you.
- 4.2. **Owner Payment.** You are entitled to an Owner Payment for each completed rental of your Vehicle to a Driver. The "**Owner Payment**" consists of sixty (60) percent of the amount paid by the Driver to reserve and rent your Vehicle ("**Reservation Cost**"). Maven will retain forty (40) percent of the Reservation Cost. We will use reasonable efforts to ensure that payments to you will be paid to you on at least a monthly basis.
- 4.3. **Owner Fees.**
 - 4.3.1. **Owner cancellation or unavailability fee.** Should you make a reserved Vehicle unavailable to a Driver (*e.g.*, parking the Vehicle in the wrong location), you will be charged the cost of the reservation including applicable taxes and fees plus a \$25 fee associated with the cancellation. Maven further reserves the right to suspend or terminate your account for cancellations impacting Driver reservations within its sole discretion.
 - 4.3.2. **Tow assistance fee.** Where a Vehicle requires towing or transportation resulting from an Owner's failure to maintain the Vehicle or otherwise requiring Maven or a third-party on Maven's behalf to intervene, Maven will charge the Owner the cost plus applicable taxes and fees associated with the tow or transportation.
- 4.4. **Owner Reimbursements.** Owners may be reimbursed for expenses incurred while Listing their Vehicle on Maven Car Sharing, as detailed below. Requests for reimbursements and proof of

payment (*i.e.*, an itemized, stamped receipt providing the date and time of the transaction) and other supporting documentation must be submitted to Owner Support email at ownersupport@maven.com. **Maven reserves the right to alter or eliminate eligible reimbursable expenses in our sole discretion.**

- 4.4.1. **Inconvenience reimbursement.** As part of the insurance coverage provided to you under Maven Car Sharing, you may be entitled to a stipend of \$30 per day up to thirty (30) days where the following incidents occur and are confirmed within Maven's sole discretion: (a) an incident resulting in damage (beyond normal wear and tear) to your Vehicle and requiring repair, which occurred during a reservation; or (b) where your Vehicle is stolen during a reservation and you have filed a police report and otherwise complied with Maven's requirements for reporting a stolen Vehicle. For Vehicle repairs, you may be eligible for the inconvenience reimbursement on the day your Vehicle arrives at a shop for repair up to the day repairs are completed, not exceeding thirty (30) days. For a stolen Vehicle, you may be eligible for the inconvenience reimbursement on the day you file a police report to the day your vehicle is recovered or thirty (30) days from filing, whichever is less, not to exceed thirty (30) days.
- 4.4.2. **Lost income reimbursement due to incident.** Where your Vehicle is damaged or otherwise made unavailable to you and other Drivers due to an incident which occurred during a reservation, you are entitled to sixty (60) percent of Owner Payments for reservations scheduled prior to the incident rendering your Vehicle unavailable, up to 7 days from the occurrence of the incident.
- 4.4.3. **Lost income reimbursement due to late return.** Where your Vehicle is returned late or improperly during a reservation resulting in missed future reservations, you are entitled to sixty (60) percent of the missed reservation plus sixty (60) percent of any applied late usage fees and up to sixty (60) percent of any late fees imposed on the Driver, up to \$90.
- 4.4.4. **Cleaning reimbursement.** If a Driver returns a Vehicle excessively unclean, you should contact Owner Services within 24-hours of discovering the uncleanliness and submit photographs of the Vehicle to Owner Services. You may have the Vehicle cleaned and submit a payment receipt to Maven to request a cleaning reimbursement up to \$100. You must submit thorough documentation of the incident to Maven, including photos and payment receipts, to request a cleaning reimbursement.
- 4.4.5. **Smoking reimbursement.** If a Driver returns a car with evidence of smoking during the rental period (*e.g.*, smoke odor, ashes), you should contact Owner Services within 24-hours of discovering the evidence of smoking and document the evidence. You may have the car cleaned and submit a payment receipt to Maven to request a cleaning reimbursement up to \$100. You must submit thorough documentation of the incident to Maven, including photos, payment receipts, and other forms of validation to request a smoking reimbursement. Additionally, Maven may request to physically investigate your vehicle upon filing of a claim. If your Vehicle is onboarded with the smell of smoke, your Vehicle is not eligible for the smoking reimbursement.
- 4.4.6. **Toll reimbursement.** Should your Vehicle incur a toll during a rental, you should pay the toll and submit a copy of the toll crossing notice and payment confirmation to request a toll reimbursement for the expense. Toll reimbursement requests must be submitted to Maven

within forty-five (45) days of the toll crossing. You remain responsible for any late or delinquent penalties associated with the unpaid toll. Additionally, toll reimbursements will only be made if it is determined that a fee was incurred during the time of an active reservation.

- 4.4.7. **Citation reimbursement.** Should your Vehicle incur a citation during a rental, you are responsible to settle Driver-incurred traffic tickets, citations, and violations directly to prevent additional penalties due to late payment. You may then submit a copy of the citation and payment receipt to Maven to request a citation reimbursement for the expense. Citation reimbursement requests must be submitted to Maven within 90 days of the violation issue date. You remain responsible for any late or delinquent penalties. Additionally, citation reimbursements will only be made if it is determined that the citation was incurred during the time of an active reservation. Depending on the situation, Maven may, at their discretion reimburse you for any inconvenience above the cost of the citation.
 - 4.4.8. **Fuel reimbursement.** Drivers are responsible to refill the fuel used during a reservation. If a Driver returns a car with less than $\frac{1}{4}$ the fuel than at the start of the reservation, you may refill the fuel to the level at the start of the rental period and submit the payment receipt to Maven to request a fuel reimbursement for the expense.
 - 4.4.9. **Mileage reimbursement.** Drivers are allotted 180 miles per 24-hour period during a reservation. You are entitled to twenty-five cents for every mile over 180 miles exceeded per 24-hour period during a reservation by submitting evidence of the overage to Maven.
 - 4.4.10. **Lost key reimbursement.** Should a Driver lose or not return your Vehicle's key during a reservation, you are entitled to a reimbursement of up to \$250 for the replacement of the key upon submission of the payment receipt to Maven.
 - 4.4.11. **Driver Adjustments, Fee Requests, and Settlements.** Maven reserves the right to adjust or withhold all or a portion of a payment owed to you if we believe that you have attempted to defraud or abuse Drivers, Maven, or Maven's payment systems, to resolve a Driver complaint, or if you have an outstanding balance with Maven. We will use reasonable efforts to ensure that reimbursement-related payments to you will be paid to you on at least a weekly basis. You acknowledge and agree that all payments owed to you shall not include any interest and will be net of any amounts we must withhold by law.
- 4.5. **Payment Processing.** In order to receive payments and reimbursements from Maven, you must set-up a Stripe account. Payment processing services are provided by Stripe and subject to the Stripe Connected Account Agreement (available at <https://stripe.com/us/connect-account/legal>), which includes the Stripe Services Agreement (available at <https://stripe.com/us/legal>) (collectively, the "**Stripe Terms**"). By using Maven Car Sharing to receive payment proceeds, you agree to be bound by the Stripe Terms, which may be modified occasionally. As a condition of Maven enabling payment processing services through Stripe, you authorize Maven to obtain all necessary access and perform all necessary activity on your Stripe Connected Account to facilitate Maven Car Sharing as contemplated by this Agreement and your relationship with Maven. You further agree to provide accurate and complete information about you, and authorize Maven to share it and transaction information with Stripe to facilitate the payment processing services provided by Stripe. Maven reserves the right to switch payment processing vendors in its discretion. You agree to maintain and do hereby appoint Maven as your

agent for receipt of payment for all fees and reimbursements from Drivers and agree that Maven's receipt of payment from a Driver fully satisfies Driver's obligation to pay the fees and reimbursements received by Maven. You further agree to discharge and do discharge all claims against any Driver for those fees and reimbursements received by Maven from Driver.

5. TAXES

- 5.1. As an Owner, you are responsible for determining your obligations to report, and remit any applicable income taxes ("**Direct Taxes**"). Maven will collect, report and remit any sales, use or similar taxes ("**Indirect Taxes**") related to vehicle rentals. Maven in its sole discretion will determine which Indirect Taxes will be collected and remitted.
- 5.2. Tax regulations may require us to collect Tax information from Owners, or to withhold Taxes from payouts to Owners, or both. If an Owner fails to provide us with documentation we determine to be sufficient to relieve our obligation (if any) to withhold Taxes from payouts to you, we reserve the right to freeze all payouts, withhold such amounts as required by law, or to do both, until resolution.

6. COLLECTION, USE, AND SHARING OF INFORMATION

- 6.1. To provide Maven Car Sharing to you, we will collect, use, and share certain information about you (that you have provided to us), your use of the Vehicle, and the OnStar services equipped in the Vehicle. You consent to our collection, use, and sharing of this information as described within the Privacy Statement, OnStar's User Terms (*available at <https://www.onstar.com/us/en/user terms/>*) and Privacy Statement (*available at <https://www.onstar.com/us/en/privacy statement/>*), and as summarized below.
- 6.2. We will collect your name, address, telephone number, email address, driver's license number, date of birth, the driver's license expiration date and state of issuance and if you have a Pennsylvania driver's license, the last four digits of your social security number. This information will be provided to our trusted service provider to perform a background check of your driving history and/or driving record, so we can confirm your eligibility to use Maven Car Sharing. We may also use this information to conduct screening to ensure you are not included on any U.S. or other government lists of restricted parties.
- 6.3. By signing this Agreement or using the Platform, you agree to receive communications from us, including via email, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from Maven may include but are not limited to: operational communications about your Account or use of Maven Car Sharing, updates regarding new and existing features on Maven Car Sharing, communications about promotions run by us or our third-party partners, and news about Maven. Your cell phone carrier's standard text messaging charges will apply to text messages we send.
- 6.4. We will collect your billing information, including your name, credit card number, credit card type, expiration date, and CVV number to inform our trusted payment service provider, so we can process your payments. You have reviewed and understand the information, statements, and notices in the Background Check Disclosures, the State Law Disclosures, and the California State

Law Disclosures, described in more detail at the end of this Agreement, and this background check authorization.

- 6.5. All Vehicles on Maven Car Sharing have OnStar services. To the extent permitted by law, we will actively collect information related to your use of the Vehicle through these OnStar services. This information includes, but is not limited to: Vehicle location data, Vehicle make/model/trim, performance data, time of use, ignition on/off status, odometer, oil life remaining, tire pressure, high/low impact events, and use of individual OnStar services. Any violation of this Agreement confirmed by such information may terminate your participation in the Maven Program.
- 6.6. We may also collect information from the device through which you are using Maven Car Sharing, such as device location, to provide Maven Services to you and to enable certain OnStar services, such as remote door lock/unlock.
- 6.7. The Owner Dashboard is used to manage Vehicle reservations on Maven Car Sharing. Your use of the Owner Dashboard is subject to this Agreement, and the End User License Agreement, the Privacy Statement for the App, and the OnStar Terms and Conditions and Privacy Statement.

7. **CONTENT**

- 7.1. Maven may, at its sole discretion, enable Drivers and Owners to (a) create, upload, post, send, receive and store content, such as text, photos, or other materials and information on or through Maven Car Sharing ("**Owner and Driver Content**"); and (b) access and view Owner and Driver Content and any content that Maven itself provides on or through Maven Car Sharing, including proprietary Maven content and any content licensed or authorized for use by or through Maven from a third party ("**Maven Content**;" Owner and Owner and Driver Content and Maven Content are collectively called "**Collective Content**").
- 7.2. Maven Car Sharing and Maven Content, and Owner and Driver Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge and agree that Maven Car Sharing and Maven Content, including all associated intellectual property rights, are the exclusive property of Maven and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or on any Maven Car Sharing and Maven Content or Owner and Driver Content. All trademarks, service marks, logos, trade names, and any other source identifiers of Maven used on or in Maven Car Sharing and Maven Content are trademarks or registered trademarks of Maven in the United States and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in Maven Car Sharing, Maven Content, and/or Collective Content are used for identification only and may be the property of their respective owners.
- 7.3. You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit Maven Car Sharing or Collective Content, except to the extent you are the legal owner of certain Owner and Driver Content or as permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Maven or its licensors, except for the licenses and rights granted in these Terms.

- 7.4. Subject to your compliance with this Agreement, Maven grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (a) download and use the Owner Dashboard on your personal device(s); and (b) access and view any Collective Content provided on or through Maven Car Sharing and accessible to you, solely for your personal and non-commercial use.
- 7.5. By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Owner and Driver Content on or through Maven Car Sharing, you grant to Maven a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Owner and Driver Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit such Owner and Driver Content to provide and/or promote Maven Car Sharing, in any media or platform. Unless you provide specific consent, Maven claims no ownership rights in any Owner and Driver Content and nothing in this Agreement will be deemed to restrict any rights that you may have to use or exploit your Owner and Driver Content.
- 7.6. You are solely responsible for all Owner and Driver Content you provide on or through Maven Car Sharing. You represent and warrant that: (a) you either are the sole and exclusive owner of all Owner and Driver Content you provide on or through Maven Car Sharing or you have all rights, licenses, consents and releases to grant to Maven the rights in such Owner and Driver Content, as contemplated under these Terms; and (b) neither the Owner and Driver Content nor your posting, uploading, publication, submission or transmittal of the Owner and Driver Content or Maven's use of the Owner and Driver Content will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or violate any law or regulation.
- 7.7. You will not post, upload, publish, submit or transmit any Owner and Driver Content that: (a) is fraudulent, false, misleading or deceptive; (b) is defamatory, libelous, obscene, or offensive; (c) is violent, threatening or promotes violence or may be threatening to another person; or (d) promotes illegal or harmful activities. Maven may, without prior notice, remove or disable access to any Owner and Driver Content that Maven finds to violate these Terms or otherwise may be harmful or objectionable to Maven, its Drivers, third parties, or property.

8. RULES OF USE

- 8.1. You are solely responsible for compliance with any laws, rules, regulations, and tax obligations that may apply to your use of Maven Car Sharing. In your use of Maven Car Sharing, you will comply with the following **"Rules of Use."** Failure to comply with these rules will result in the de-Listing of your Vehicle, your suspension, or removal from Maven Car Sharing, within Maven's sole discretion.
 - 8.1.1. You will always use Maven Car Sharing in compliance with the Terms of this Agreement, law, and any other policies and rules provided by Maven.
 - 8.1.2. You will provide a safe, legally registered, clean, and insured Vehicle in compliance with the eligibility requirements of this Agreement at all times. You will adhere to maintenance schedules recommended in your Vehicle manual. You will ensure that the Vehicle is clean and clear of personal belongings and parked in the location stated in your Listing. You will timely pay tickets and any other violations incurred during personal use and. Where your

Vehicle does not comply with these requirements, you must immediately de-List your Vehicle and make any required repairs or maintenance before re-Listing on Maven Car Sharing.

- 8.1.3. You will not modify, reverse engineer, or otherwise tamper with any Hardware installed in your Vehicle.
 - 8.1.4. You will not circumvent Maven Car Sharing or use Maven Car Sharing to facilitate a reservation or any other transaction outside of Maven Car Sharing.
 - 8.1.5. You will not use Maven Car Sharing to threaten, harm, stalk, or otherwise harass any Maven Driver or employee.
 - 8.1.6. You will not use Maven Car Sharing for any unrelated purposes.
- 8.2. You acknowledge that Maven has no obligation to monitor the access to or use of Maven Car Sharing by any Driver or to review, disable access to, or edit any Owner and Driver Content, but may do so in its discretion, including but not limited to (i) operate, secure and improve Maven Car Sharing (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure compliance with these Terms; (iii) comply with law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to Owner and Driver Content it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. You agree to cooperate with and assist Maven in good faith, and to provide Maven with such information and take such actions as may be reasonably requested by Maven regarding any investigation undertaken by Maven or a representative of Maven regarding the use or abuse of the Maven Platform.
- 8.3. If you feel that any Driver you interact with, whether online or in person, is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, immediately report such person to the appropriate authorities and then to Maven by contacting Owner Support (ownersupport@maven.com or 1-586-922-0985) with your police station and report number (if available). You agree that any report you make will not obligate us to take any action (beyond that required by law, if any).

9. TERM AND TERMINATION

- 9.1. This Agreement becomes effective upon your acceptance of the Terms all ancillary consents (the Privacy Statement and the OnStar services User Terms and Privacy Statement) by your click to accept this Agreement or by your use of any aspect of Maven Car Sharing and expires upon your notification to us via email at ownersupport@maven.com or by calling 1-586-922-0985 unless earlier terminated by us in our sole discretion.
- 9.2. We and/or you may terminate this Agreement at any time by giving the other notice of such termination. Termination makes you ineligible to reserve and utilize any Vehicles. You will remain responsible for all fees, including account balances, and any damages and penalties incurred as of termination. You can only obtain refunds under your rights under consumer protection legislation or under our discretion.

10. MISCELLANEOUS

- 10.1. **Assignability.** You may not assign or transfer the rights of this Agreement in whole or in part under any circumstances. Doing so without the consent of us will be void and of no force and effect. We reserve the right to assign this Agreement in our sole discretion.
- 10.2. **Choice of Law.** This Agreement will be governed by, interpreted under, and construed and enforced under the laws of the State of Michigan, without reference to its conflict of laws principles.
- 10.3. **Waiver; Severability.** If any one or more provisions in this Agreement or any document executed in connection shall be invalid, illegal or unenforceable under any law, (i) unless otherwise provided under law, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired and shall remain in full force and effect; and (ii) the invalid, illegal or unenforceable provision shall be replaced by us immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid, illegal or unenforceable term or provision. Failure or delay by us to exercise any right or privilege under this Agreement shall not operate as a waiver nor shall any partial exercise of any right or privilege preclude any further exercise thereof.
- 10.4. **Notice.** To terminate your Account, email us at ownersupport@maven.com or call 1-586-922-0985. We may provide notice to you via any address (including electronic address) that we have on file for you, or via in-App messaging. All notices to be given by you to Maven pursuant to this Agreement, or otherwise, must be in writing and (a) personally served or (b) mailed registered or certified, return receipt requested, postage prepaid, or delivered by courier service with charges prepaid, addressed. Notice will be deemed given on the date of service if personally served or, if mailed, on the third business day after mailing.
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| Maven Drive LLC c/o Executive Director
Warren Technical Center
29360 William Durant Blvd.
Engineering Center South
Warren, MI 48092-2025 | With a copy to:
Maven Drive LLC Legal
300 Renaissance Center
M/C: 3-25-C-44
Detroit, MI 48265-3000 |
|--|---|
- 10.5. **Feedback.** We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Maven Platform (“**Feedback**”). You may submit Feedback by emailing us or by other means of communication. Any Feedback you submit to us will be non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.
- 10.6. **Limited Third-Party Beneficiaries.** Except for the foregoing, this Agreement is solely to benefit you and Maven and is not intended to confer any benefits upon, or create any rights for, any person or entity other than the foregoing.
- 10.7. **Conflict of Terms.** Any conflict between this Agreement and those of the OnStar terms will be resolved for this Agreement.
- 10.8. **Survival.** All fees and charges will continue to be due after the end of your reservation or the expiration of this Agreement. And the Sections of this Agreement on insurance, indemnity,

limitations of liability, dispute, binding arbitration and class action and jury trial waiver, and personal property will survive the expiration or earlier termination of this Agreement.

11. DISPUTES; BINDING INDIVIDUAL ARBITRATION; CLASS ACTION AND JURY TRIAL WAIVER

- 11.1. ANY MATTER WE ARE UNABLE TO RESOLVE AND ALL DISPUTES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ITS FORMATION, ENFORCEABILITY, PERFORMANCE, OR BREACH (EACH, A "**CLAIM**"), WITH THE EXCEPTION OF THE MATTERS DESCRIBED IN SECTION 12.5 BELOW, SHALL BE FINALLY SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "**AAA**") IN ACCORDANCE WITH THE PROVISIONS OF ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CUSTOMER-RELATED DISPUTES, EXCLUDING ANY RULES OR PROCEDURES GOVERNING OR PERMITTING CLASS ACTIONS. THE ARBITRATOR, AND NOT ANY FEDERAL, STATE, OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ALL CLAIMS. THE ARBITRATOR SHALL BE EMPOWERED TO GRANT WHATEVER RELIEF WOULD BE AVAILABLE IN A COURT UNDER LAW OR IN EQUITY. THE ARBITRATOR'S AWARD SHALL BE BINDING ON THE PARTIES AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THE PARTIES EXPRESSLY WAIVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. THEY FURTHER UNDERSTAND THAT, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EXCEED THE COSTS OF LITIGATION AND THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT.
- 11.2. ANY ARBITRATION WILL BE CONDUCTED BY THE PARTIES IN THEIR INDIVIDUAL CAPACITIES ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION, AND THE PARTIES WAIVE THEIR RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. IF ANY COURT OR ARBITRATOR DETERMINES THAT THE CLASS ACTION WAIVER SET FORTH IN THE PRECEDING SENTENCE IS VOID OR UNENFORCEABLE FOR ANY REASON OR THAT AN ARBITRATION CAN PROCEED ON A CLASS BASIS, THEN THE ARBITRATION PROVISION SET FORTH IN THIS SECTION 11 SHALL BE NULL AND VOID IN ITS ENTIRETY AND THE PARTIES SHALL BE DEEMED TO HAVE NOT AGREED TO ARBITRATE CLAIMS.
- 11.3. THE RULES GOVERNING THE ARBITRATION MAY BE ACCESSED AT WWW.ADR.ORG OR BY CALLING THE AAA AT +1-800-778-7879. TO THE EXTENT THE INITIAL FILING FEE FOR THE ARBITRATION EXCEEDS THE INITIAL FILING FEE FOR A LAWSUIT, WE WILL PAY THE DIFFERENCE IN FEES.
- 11.4. SECTIONS 11.1 THROUGH 11.4 DO NOT APPLY TO ANY CLAIM (I) IN WHICH A PARTY IS ATTEMPTING TO PROTECT ITS INTELLECTUAL PROPERTY RIGHTS (SUCH AS ITS PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR MORAL RIGHTS, BUT NOT INCLUDING ITS PRIVACY OR PUBLICITY RIGHTS), OR (II) THAT MAY BE BROUGHT IN SMALL-CLAIMS COURT.

12. BACKGROUND CHECK DISCLOSURES

A consumer report is a type of background check in which information (which may include, but is not limited to, driver license validity verification; driving reports/background) about you is gathered and communicated by a consumer reporting agency ("CRA") to Maven Drive LLC, its subsidiaries, affiliates, other related entities, successors, and/or assigns (collectively or individually the "Company").

Company may obtain a consumer report on you to be used to evaluate you as a new or continued owner or driver on the Maven Drive LLC platform, including your application to be eligible to use the platform as an owner or driver.

STATE LAW DISCLOSURES

Besides the Background Check Disclosures, below please find state disclosures/notices that may pertain to you. Please note: state disclosures that overlap with the disclosures in the Background Check Disclosures section are not repeated on this separate State Law Disclosures.

Minnesota applicants/owners/drivers only: You may request a complete and accurate disclosure of any consumer report from consumer reporting agency American Driving Records (American Driving Records, Inc., Attn: Consumer Request, 2860 Gold Tailings Court, Rancho Cordova, CA 95670, (800) 766-6877, extension 7) (which provides report information relating to driving records/motor Vehicle information) and/or consumer reporting agency Sterling Backcheck (Sterling Backcheck, Inc., Dispute Resolution Department, 6111 Oak Tree Boulevard, Independence, OH 44131; 888.889.5248; disputeresolution@sterlingbackcheck.com) (which provides report information relating to all other types of background, including criminal records).

New York applicants/owners/drivers only: Upon request, you will be informed whether a consumer report was requested, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. Your written request should be made to Maven Drive LLC, Attn: Urban Active Executive Director, **29360 William Durant Blvd.; MC: 480-111-S1, Warren, MI 48092.**

CALIFORNIA STATE LAW DISCLOSURES (Non-Credit)

Besides the disclosures in the separate Background Check Disclosures section, below please find California disclosures that may pertain to you.

For California applicants/owner/drivers only: Under California law, an “investigative consumer report” is a consumer report in which information on a consumer’s character, general reputation, personal characteristics, or mode of living is obtained through any lawful means. In your application or continued eligibility to be an owner or driver on the Maven Drive LLC platform owned by Maven Drive LLC, its subsidiaries, affiliates, other related entities, successors, and/or assigns (collectively or individually the “Company”), Company intends to procure, as defined under California law, an investigative consumer report. Regarding any investigative consumer report from an investigative consumer reporting agency (“ICRA”), Company may investigate the information in your application and other background information about you, including but not limited to obtaining a criminal record report, obtaining your driving record, obtaining information about your character, general reputation, personal characteristics and mode of living, verifying references, work history, your social security number, your educational achievements, licensure, certifications, and other information about you, including interviewing people knowledgeable about you. The results may be a factor in making initial or continued decisions regarding your eligibility to be an owner or driver on the Maven Drive LLC platform. The source of any investigative consumer report (as that term is defined under California law and as explained more above) and the ICRA will be American Driving Records (American Driving Records, Inc., Attn: Consumer Request, 2860 Gold Tailings Court, Rancho Cordova, CA 95670, (800) 766-6877, extension 7) (which provides report information relating to driving records/motor Vehicle information) and/or Sterling Backcheck (Sterling Backcheck, Inc., Dispute Resolution Department, 6111 Oak Tree Boulevard, Independence, OH 44131; 888.889.5248;

disputeresolution@sterlingbackcheck.com) (which provides report information relating to all other types of background, including criminal records). Information regarding American Driving Records' privacy practices can be found at <http://www.adr-inc.com/compliance/>, and information regarding Sterling's privacy practices can be found at <http://www.sterlingbackcheck.com/About/Privacy.aspx>. The Company will provide you with a copy of an investigative consumer report when required to do so under California law.

Under California Civil Code section 1786.22, you may have a visual inspection of files maintained on you by an ICRA: (1) in person, if you appear in person and furnish proper identification, during normal business hours and on reasonable notice; a copy of your file shall also be available to you for a fee not to exceed the actual costs of duplication services provided; and (2) by certified mail, if you make a written request, with proper identification, for copies to be sent to a specified addressee; an ICRA complying with requests for certified mailings under the California Code shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRA. In addition a summary of all information in your files and required to be provided by the California Code shall be provided to you by telephone, if you have made a written request, with proper identification for telephone disclosure, and the toll charges for the telephone call are prepaid by you or charged directly to you.

"Proper Identification" means information generally deemed sufficient to identify you, which includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information about your employment and personal or family history to verify your identity.

The ICRA will provide trained personnel to explain any information furnished to you and will explain any coded information in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection.

You may come with one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person's presence.

California, Minnesota, or Oklahoma only: If you would like to receive from the CRA, the ICRA, or the Company, a copy of the background check report that Company may procure, please write to:

Maven Drive LLC, Attention Urban Active Customer Service, Warren Technical Center,

29360 William Durant Blvd.MC: 480-111-S1

Warren, MI 48092

PROPOSITION 65 STATEMENT FOR CALIFORNIA



WARNING. Operating, servicing and maintaining a passenger vehicle or off-highway motor vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service the vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing the vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.