

FunRide Terms and Conditions of Membership

1. Introduction

Welcome to FunRide! These Terms and Conditions of Membership govern the relationship, rights, and obligations between FunRide, Inc. and you, a FunRide Member, and are for the mutual benefit of our Members and FunRide, Inc. FunRide Members must agree to these Terms and Conditions before becoming eligible to reserve and use a vehicle. These Terms and Conditions are in addition to:

- (a) the FunRide membership orientation application you submitted; and
- (b) the FunRide Orientation Manual

which are hereby incorporated by reference into these Terms and Conditions.

2. Definitions

In this document:

“FunRide” means FunRide, Inc., a California corporation.

“FunRide vehicle” or “vehicle” means a vehicle owned or leased by FunRide for use by its Members, including any equipment included in a vehicle.

“Primary Member” means a person or organization described in Section 3 that has been approved as a Primary Member.

“Associate Member” means a person described in Section 4 who has been approved by FunRide as an Associate Member.

“Member” includes both a Primary Member and an Associate Member.

“Minor Violation” means an offense under the California motor vehicle laws that results in an assessment of 2 points or less under the California Vehicle Code.

“Major Violation” means an offense that results in an assessment of 3 points or more under California Vehicle Code.

“Rate List” means the attached Rate List, including any amendments to it made from time to time in accordance with these Terms and Conditions.

“Terms and Conditions” means FunRide’s Terms and Conditions of Membership.

3. Membership Criteria

Submitting a membership application does not guarantee that you will be accepted as a FunRide Member. In order to become and continue as a Member of FunRide, the following criteria must be met and maintained at all times:

- (a) a Member must be at least 21 years old
- (b) Members must have a valid driver’s license from a State in the United States and a “clean” driving record. A driving record is considered “clean” if it meets the following criteria set forth by FunRide’s insurance carrier and its underwriting guidelines of our policy:
 - ▶ no more than two minor violations in the three years prior to becoming a Member of FunRide, Inc. or during any running three year period while a Member of FunRide, Inc.;

- ▶ no at fault accidents in the three years prior to becoming a Member of FunRide, Inc., or during any running three year period while a Member of FunRide, Inc.
- ▶ no major violations in the three years prior to becoming a Member of FunRide, Inc., or during any running three year period while a Member of FunRide, Inc.
- ▶ no traffic violations that resulted in a felony convictions in the three years prior to becoming a Member of FunRide, Inc., or during any running three years while a Member of FunRide, Inc.

PRIOR TO BECOMING A MEMBER OF FUNRIDE, INC., ALL PERSONS MUST SUBMIT TO A DRIVING RECORD SCREENING AS PART OF THE APPLICATION PROCESS. YOU AUTHORIZE FUNRIDE, INC. TO VERIFY YOUR DRIVING RECORD THROUGH THE DEPARTMENT OF MOTOR VEHICLES OF THE STATE THAT ISSUED YOUR LICENSE TO DETERMINE WHETHER OR NOT YOU ARE ELIGIBLE TO BECOME A MEMBER OF FUNRIDE, INC BASED ON FUNRIDE, INC'S CRITERIA. FURTHERMORE, AFTER BECOMING A MEMBER OF FUNRIDE, INC., YOU AUTHORIZE FUNRIDE, INC. TO PERIODICALLY REVIEW AND VERIFY YOUR DRIVING RECORD THROUGH THE DEPARTMENT OF MOTOR VEHICLES TO DETERMINE CONTINUED ELIGIBILITY OF MEMBERSHIP TO FUNRIDE, INC. FUNRIDE, INC. RESERVES THE RIGHT TO CANCEL ANY MEMBERSHIP IF SUCH MEMBER FAILS TO COMPLY WITH ANY OF THESE TERMS AND CONDITIONS.

FunRide, Inc. reserves the right to amend the membership criteria of these Terms and Conditions at any time and at the discretion of FunRide, Inc.

If accepted, your membership is for a one year term. Your membership will be automatically renewed at the end of each term and the cost of your annual or monthly membership fee will be charged to your credit card on record in accordance with the Terms and Conditions. You agree to contact FunRide, Inc. when the status of your credit card on record changes or expires.

4. Associate Membership

Primary Members may apply to have the following become an Associate Member: a spouse, same sex partner, child or parent, and/or any persons living in the same household. An additional membership fee is required for each Associate Member according to the Rate List. Any account that includes an Associate Member, the Primary Member and Associate Member(s) are considered as a single account for all purposes, and therefore the Primary Member is fully responsible for all charges and liabilities of his or her Associate Members. The Primary Member may have an Associate member removed from their account by providing written notice to FunRide, Inc. FunRide, Inc. will remove said Associate Member within seven business days after FunRide, Inc. receives notice from the Primary Member.

5. Application Fee

A nonnegotiable, processing fee will be charged for each submitted application to cover the cost of processing the application, and is nonrefundable, even if the applicant is denied Membership.

6. Accessing FunRide Vehicles

Upon becoming a Member of FunRide, Inc., you are entitled to use FunRide vehicles according to the Terms and Conditions and the rules set forth in the FunRide Orientation Manual. You will receive a vehicle access device called a “fob” that allows you to access all FunRide vehicles. The fobs remain the property of FunRide, Inc. and may not be used by non-Members at any time. Furthermore, Members of FunRide, Inc. may not, at any time, grant access, possession or use of their fob by another person.

If either your right to drive is terminated or your membership is terminated, you must immediately return all FunRide property, including your fob, to FunRide, Inc. You are liable for the loss, damage, and any unauthorized use of all fobs issued to you and all Associate Members on your account. If a fob is lost or stolen, you must contact FunRide, Inc. immediately to report the lost or stolen fob. Replacement fees for the fobs will be charged according to the Rate List.

7. Reserving a Vehicle

You must always reserve a FunRide vehicle before using it by either using the FunRide online reservation system at www.myfunride.com or calling the FunRide telephone reservation line at (805) 547-2225. There is an additional fee (see Rate List) for reservations over the telephone. Reserved times begin and end on the hour and half hour. A vehicle may not be reserved for rental for less than one hour. A vehicle can not be reserved for rental for more than two consecutive days beginning at midnight of the first day of rental. FunRide reservation records are considered to be without any error whatsoever, should any dispute arise.

8. Cancellations

You may cancel a reservation by using the FunRide online reservation system at www.myfunride.com or the telephone reservation system at any time. A cancellation fee may apply (see Rate List). There is an additional fee (see Rate List) for canceling a reservation over the telephone.

9. Charges for Vehicle Use

If you reserve or use a FunRide vehicle, the fees according to the Rate Plan will be charged to your credit card on record with FunRide, Inc. When you return a vehicle prior to the end of the reserved time period, you will still be billed for the entire time that you reserved the vehicle. Fees will continue to accrue until the vehicle is returned to its proper pod location and the vehicle doors are locked by the reserving Member’s fob.

10. Extension of a Reserved Period

If for any reason you cannot return a vehicle prior to the end of the reserved time period, you must extend your reserved time before the original reservation period time has expired by calling the FunRide main telephone (805) 547-2225 or using the FunRide online reservation system at www.myfunride.com. If the FunRide office is closed you should call the FunRide emergency pager. If a reservation extension is not possible because another FunRide Member has reserved the vehicle after your reservation time period, a late fee (and other fees) may apply according to the Rate List.

11. Vehicle Inspection for Damage and Safety

FunRide will diligently keep the vehicles clean, reliable, and safe. Before using any FunRide vehicle, it is your responsibility to walk around the vehicle and carefully inspect the entire vehicle for damage or safety issues. If you notice damage to the vehicle, review the Vehicle Condition Card located in the glove box and see if the damage has already been recorded. If the damage is not noted on the card, call the FunRide office or emergency pager immediately to report the damage. You must also check the glove box to ensure the following are present in the vehicles:

- ignition key
- proof of insurance card and vehicle registration
- list of emergency telephone numbers;
- Vehicle Operator's Manual

Please inform FunRide immediately if any of these items are missing by calling the FunRide office or emergency pager. There are no additional fees associated with these types of emergency calls outlined in this section of the Terms and Conditions. You may not at any time drive the vehicle without proof of insurance and/or vehicle registration.

12. Valid Driver's License

YOU MUST CARRY A VALID DRIVER'S LICENSE WITH YOU AT ALL TIMES WHILE ACCESSING OR OPERATING ANY VEHICLE. THERE ARE NO EXCEPTIONS TO THIS CONDITION. The privileges of membership are conditional on your having possession of a valid driver's license. If your driver's license is suspended, withdrawn, revoked or expires, for whatever reason, your privileges to drive a FunRide vehicle are terminated immediately. You are required to inform FunRide immediately of any suspension, expiration or withdrawal of your license. Furthermore, you are required to notify FunRide in writing of any traffic violations, no matter the severity, and whether or not they occurred in a FunRide vehicle.

13. Treatment and Operation of FunRide Vehicles

All vehicles are owned by FunRide, Inc. and not by any of the Members of FunRide, Inc. Members receive solely a bailment to reserve and use the vehicles pursuant to the Terms and Conditions of this Agreement. You agree to treat FunRide vehicles with care and exercise due diligence to drive safely and to maintain the security of the

FunRide vehicles at all times. You agree to leave FunRide vehicles clean and doors locked following each use. You must operate FunRide vehicles according to the Vehicle Operator's Manual located in the glove box of each FunRide vehicle. You must follow all applicable laws governing the operation and use of motor vehicles at all times.

- Children under the age of 12 are required to be seat belted in the rear seats. Members who will be transporting children are required to use a child restraint system appropriate to each child's size and age, and in conformance with all applicable laws. Members must supply their own child restraint system. FunRide, Inc. will not be responsible for any injury, death or damage which results from the use of any child restraint system.
- Smoking is prohibited in all FunRide vehicles.
- Pets are allowed in FunRide vehicles, as long as the owner provides adequate protection from excess wear and tear, odors, and pet hair (for example, by placing a blanket or sheet on the exposed areas of the floors and seats of the vehicle). Members that allow pets in the vehicle are responsible for thoroughly cleaning the vehicle to remove all pet hair that has not been captured by a blanket or sheet. FunRide, Inc. will not be responsible for any injury, loss, or death of a pet or injury or damage caused to another person or property damage.

Vehicles may not be used or operated at any time:

- unless you have made a reservation;
- beyond a 60 mile radius of the designated pod;
- in any race or competition;
- on any surface that is not paved or otherwise clearly designated for the passage of vehicle traffic;
- in a careless or negligent manner;
- for any illegal purpose, or while the driver is under the influence of any intoxicating substance;
- by any person who is not a member in good standing with FunRide;
- to carry persons or property for hire (i.e. taxis, limousine, or parcel delivery service). FunRide vehicles may be used for business purposes such as attending meetings and carrying associated materials;
- when loaded beyond their capacity or with more passengers than the vehicle has seatbelts;
- for the purpose of towing, pushing, or propelling any trailer or any vehicle.

You will be fully responsible for all damage to a vehicle that results from your use of it in violation of any of the above.

14. Fuel

FunRide is responsible for the cost of fuel. Because FunRide uses various alternative fuels, our staff will handle all of the fueling of the FunRide vehicles. However, Members that use the electric vehicles will need to plug the vehicle into the charging

station, located at the vehicle's parking pod, after each use. FunRide will make fuel cards available for Members that plan a trip that will require refueling.

15. Cleaning

FunRide will wash the exterior and clean the interiors of its vehicles regularly. You are, however, responsible for cleaning the interior after each use, which may include vacuuming or using carpet cleaning in the event of a spill or sand on the floor.

16. Maintenance and Emergency Repairs

FunRide will ensure regular maintenance of its vehicles. However, FunRide will reimburse you with FunRide credit in the event that minor maintenance is required while you are using the vehicle, such as any fluids that need to be refilled (ie. windshield wiper fluid) or small repair is needed (i.e. windshield wiper blade replaced). In order to receive credit to your FunRide account, please mail your receipt noted with your Member and Trip Identification numbers, to our office. In order for you to be reimbursed for repairs exceeding \$25.00, you must contact FunRide to obtain approval in advance of the repair. Any FunRide credits for reimbursement can only be used for vehicle usage and do not carry any cash value, nor can they be refunded or exchanged for cash.

17. Return

Members must return FunRide vehicles promptly at the end of each reservation time period, in the same physical condition as it was at the beginning of the reservation time period, and Members will ensure that:

- (a) the vehicle is returned prior to the end of the reservation time period;
- (b) parked in its designated home parking spot with all windows rolled up and all lights turned off;
- (c) all vehicle documents (proof of insurance, registration, etc.) are in the glove box;
- (d) the interior of the vehicle is clean and free of any foreign debris, odors, and particulate matter;
- (e) the vehicle has been locked by using your FunRide fob; and
- (f) any damage or maintenance issues that the Member became aware of when in possession of the vehicle have been reported to FunRide immediately.

If the vehicle is not properly returned, additional fee may apply according to the Rate List.

18. Emergency Drivers

Non-Members are NOT permitted to drive FunRide vehicles. In the event of an emergency, where the life or safety of you or another person is at immediate risk and you incapable of driving, a non-Member may be permitted to drive a FunRide vehicle, but only as is necessary to remove you or others from immediate danger, and in compliance with all applicable laws.

You are liable for any fees, costs, injuries, deaths, or damages arising from authorizing a non-Member's use of a FunRide vehicle, even if such fees, costs,

injuries or damages arise from authorizing nonmember's to use the vehicle during the life-threatening emergency..

19. Payments

You agree to be bound by the Rate List and pay for your usage on a Pay-As-You-Go basis and in accordance with the billing plan you choose.

Each time you make a reservation, FunRide will charge the associated fees to your credit card for the amount of your estimated reservation costs. Each month FunRide will also send you a statement detailing your use and any amounts owing or credits to your account.

Any overdue amounts are subject to a late payment fee of 1.25% per month, compounded monthly, and will be added to the total of the overdue amount. FunRide reserves the right to full payment in the event your membership is terminated or cancelled. FunRide reserves the right to restrict or suspend your privilege to drive if you default in paying any amount owed to FunRide.. The restriction will remain in effect until you have paid any amounts owed, including any interest accrued, and a suitable payment method has been selected.

BY BECOMING A FUNRIDE MEMBER, YOU AGREE TO THESE TERMS AND CONDITIONS AND YOU AUTHORIZE FUNRIDE TO DEBIT YOUR CREDIT CARD TO PAY ALL AMOUNTS DUE UNDER THESE TERMS AND CONDITIONS. FunRide shall not be responsible for any over-credit, overdraft, or overdrawn fees which Members may incur as a result of this authorization to debit Member's credit card pursuant to the Terms and Conditions.

20. Insurance and Members' Responsibility

FunRide reserves the right to periodically check the driving records of every Member at any time and without notice. Any Member cited for reckless driving, driving under the influence of alcohol or drugs, or who does not meet the criteria set forth in Section 3 will be automatically terminated.

As a Member, you are, while driving a FunRide vehicle, covered under our insurance policy, which provides you the following coverage:

Auto liability with comprehensive combined single liability limits for bodily injury, collision, and property damages of \$1,000,000 per incident.

FUNRIDE MAKES NO WARRANTY OR REPRESENTATION ABOUT THE SUFFICIENCY OR ADEQUACY OF THE COVERAGE FOR YOUR NEEDS. CERTAIN EXCEPTIONS TO COVERAGE APPLY, AND YOU MAY EXAMINE OUR POLICY TO DETERMINE WHETHER THE POLICY PROVIDES ADEQUATE INSURANCE COVERAGE FOR YOUR NEEDS.

FunRide insurance is an excess coverage policy. In the event a claim is filed as a result of your use of a FunRide vehicle, FunRide and/or its insurer will seek recovery from any other insurance policy that provides you with coverage, including any insurance policies that you may carry. This may include a personal auto insurance policy, work-related policy and/or parent's or spouse's policy.

In the event of damage to a FunRide vehicle while you have it reserved or are using it, regardless of fault, it will be your responsibility to pay the first \$500 of damage repair costs for the vehicle. **You will be liable for the entire cost of the vehicle repair or replacement and claims made by third parties if your policy or the FunRide insurance policy does not apply or does not cover the expense (for instance, because you were driving while intoxicated), or if you use the vehicle in any manner prohibited by the Terms and Conditions.**

In addition to the liability imposed upon a Member in specific provisions of these Terms and Conditions for particular acts and omissions and the fees applicable under the Rate List, you are generally liable for the full value of damages to FunRide property, including without limitations, FunRide vehicles, and the claims of third parties arising out of the use of a vehicle, or are otherwise in possession of it, that is not covered by the FunRide insurance policy. FunRide may charge a fee in any such amount to your account at its sole discretion.

21. Accidents and Damage

Any accident, damage, or bodily injury in connection with your use of a FunRide vehicle must be immediately reported to the FunRide office or the FunRide emergency pager and to the police. You will not be charged a fee for calling the office in such an instance. You are obligated to secure evidence from any available witnesses; record all of the required information and provide FunRide with a written description of the accident and the damage incurred. If you are found to be at-fault in an accident and the vehicle is taken out of service for repairs, FunRide may, at its sole discretion, assess you with an out-of-service fee, along with additional penalty fees for each day the vehicle is out of service, and for as long as the vehicle is out of service.

22. Traffic and Parking Violations

You are responsible for the full cost of all traffic and/or parking citations you incur while using a FunRide vehicle, including but not limited to parking violations for leaving a FunRide vehicle in an illegal parking space at the end of your reservation time period. You must notify FunRide of any traffic and/or parking violations in which you are issued a citation while using a FunRide vehicle or if any such violations cannot be resolved within the prescribed deadline (ie. the case is being taken to court) by calling the FunRide office. Any violation that results in the issuing of a citation and/or fine that is captured on camera in which you were the driver or during your reservation time period, said fine(s) will be charged to your FunRide account, including a processing fee.

23. Returning the Vehicle to the Home Parking Space or Pod

If the vehicle's home parking space or pod is occupied when you return the vehicle, you must park it in a legal parking space as near to the pod parking space as possible. If you must pay for parking in order to make sure the car is legally parked, do so and FunRide will reimburse you with FunRide credit equal to the cost. You must notify FunRide immediately by calling the FunRide emergency pager if the pod parking space is occupied when you return the vehicle.

If you do not return the vehicle as required by the end of your reservation time period, then after notification to the Member by e-mail, FunRide may, AT MEMBERS' EXPENSE, retrieve the vehicle wherever it is found. If the vehicle is apparently abandoned, FunRide may retrieve the vehicle at Member's expense, and without further notice to Member.

24. Liens and Impoundment

If a FunRide vehicle is towed and impounded for illegal parking because of where you parked it, you are responsible for recovering the vehicle and agree to pay all of the costs arising from the vehicle being towed. A fee may be charged by FunRide (according to the Rate List) if assistance by FunRide is required to secure the release of the vehicle. If, without the written approval from FunRide, you allow a lien to be placed on a FunRide vehicle or allow the vehicle to be impounded, you are responsible for all costs, court, and legal fees incurred by FunRide in pursuing the return of the vehicle. FunRide may, at its sole discretion, assess you with an out-of-service fee equal to the daily usage rate of the vehicle (see Rate List) for each day the vehicle is out of service; provided that the out-of-service-fee will not exceed \$250 for the total period that the vehicle is out of service.

25. Restriction of Driving Privileges

FunRide retains the right to restrict or suspend your driving privileges associated with the use of FunRide, Inc. vehicles at any time either due to violation of these Terms and Conditions and or due to failure to pay any fees as set forth in Section 19.

26. Obeying the Law

You must obey the traffic and other applicable laws while operating any motor vehicle. Your privilege to drive a FunRide vehicle is automatically terminated if you are charged with a serious driving offense such as:

- operating a motor vehicle while impaired;
- operating a motor vehicle with a blood alcohol limit over the legal limit for the State of California (.08%);
- failing to pass or consent to any test by a law enforcement officer to determine blood alcohol content;
- operating a motor vehicle in a dangerous or reckless manner; and
- failing to stop at the scene of an accident that you were involved in.

27. Termination by Member

You may terminate your membership at any time and for any reason by notifying FunRide in writing. Your termination will only be effective upon the return of all fobs and any other FunRide property in your possession. Failure to return any FunRide property within 90 days of your written notice of your intention to terminate will result in a replacement fee for which you will be fully responsible to pay..

28. Termination by FunRide

FunRide may terminate your membership at any time and for any reason by notifying you in writing. Termination by FunRide is effective immediately unless it specifies otherwise. You must return all fobs and other FunRide property in your possession. Failure to return any FunRide property within 90 days of written notice of your termination will result in a replacement fee for which you will be fully responsible to pay. Furthermore, you agree to review these Terms and Conditions regularly.

29. Amendments to These Terms and Conditions

FunRide reserves the right to amend the Terms and Conditions from time to time as it sees fit or necessary. Notice of any changes will of these Terms and Conditions will be delivered to Members by notification and then posted on the FunRide website at www.myfunride.com. Any changes will take effect two weeks after the date on which the notices of any amendment is sent or at any later date specified in the notice. By making a reservation after any notice of a change of these Terms and Conditions, you will be deemed to have accepted such change, and agree to be bound by the amended Terms and Conditions.

30. Notice

If the Terms and Conditions require FunRide to give you notice, FunRide may notify you by mail, e-mail, or both. If your contact information changes, you must notify FunRide immediately.

31. Integrated Agreement

The Terms and Conditions and incorporated documents constitute the entire agreement between the parties, and supersede any written or oral contracts or negotiations.

32. Severability

If any single part of these Terms and Conditions is found by a court to be invalid it shall not affect the validity of the rest of the document.

33. Waiver

No provision of these Terms and Conditions shall be considered waived because FunRide or the Member previously did not enforce it.

34. Governing Law and Dispute Resolution

These Terms and Conditions are governed by California law. In the event of litigation, the venue shall be in San Luis Obispo, California, in either the San Luis Obispo County Court or the San Luis Obispo Municipal Court.

35. No Warranty

FUNRIDE MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATION CONCERNING ITS VEHICLES. THE VEHICLES ARE PROVIDED "AS IS" AND FUNRIDE DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

36. Limitations of FunRide Liability

FunRide will not be liable for any damages or losses caused or arising out of or in connection with:

- **a vehicle is not be available at the time in which you reserved it; and/or**
- **Any malfunction of or deficiency in a vehicle, whether or not by accident, including any physical injury or property damage that results there from; and/or**
- **any defect in a vehicle, or any breach of warranty or other obligations by any manufacturer or supplier or repairer of any vehicle.**

In no event will FunRide be liable for any damage or injury to persons or property, or loss of profits, or any indirect or consequential damages, however caused.

By clicking on the "I Agree" button below, you agree to these Terms and Conditions. You fully understand, agree and will comply with the provisions set forth in these Terms and Conditions of FunRide, Inc.

I ACCEPT

I DO NOT ACCEPT