

**TravelDrivers terms of use: Last updated: November 23, 2022**

The following terms of use ("Terms of Use") constitute a binding legal agreement between you (OUR CLIENTS), and TravelDrivers ("us", "our", "we"). These Terms govern your use of our services. If you do not agree to these Terms of Use, do not use our (TravelDrivers') Services.

**PLEASE REVIEW THESE TERMS OF USE CAREFULLY, AS THEY AFFECT YOUR RIGHTS**

This document contains some strong language. If it sounds like serious, legal stuff, it IS. There will be things in caps and things in bold. Those are particularly important things but please read ALL of this very carefully with your full attention. If there is anything you do not understand, agree with or do not intend to abide by, please do not "sign" (by checking the box) and please do not use this service. If you have any questions please contact us at TRAVELDRIVERSMAIL@GMAIL.COM.

Your FULL Attention, please!

THIS AGREEMENT INCLUDES A MANDATORY ARBITRATION AGREEMENT, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY CLAIM TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN A COURT. THE ARBITRATION AGREEMENT ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY CLAIM INDIVIDUALLY AND NOT AS A PART OF A CLASS ACTION.

**TERMS & CONDITIONS:**

TRAVELDRIVERS DOES NOT PROVIDE TRANSPORTATION SERVICES AND IS NOT A TRANSPORTATION CARRIER. TRAVELDRIVERS IS NOT A TRAVEL AGENCY AND DOES NOT PROVIDE OR OWN TRANSPORTATION. IT IS UP TO INDEPENDENT, THIRD PARTY DRIVERS OR VEHICLE OPERATORS TO OFFER TRANSPORTATION SERVICES, ARRANGEMENTS OF WHICH ARE FACILITATED THROUGH USE OF OUR SERVICES. TRAVELDRIVERS OFFERS INFORMATION AND AN OPPORTUNITY FOR YOU, HEREBY REFERRED TO AS "YOU" OR "OUR CLIENTS," TO CHOOSE AND ARRANGE SUCH THIRD PARTY TRANSPORTATION SERVICES. TRAVELDRIVERS HAS NO

RESPONSIBILITY OR LIABILITY FOR ANY TRANSPORTATION SERVICES PROVIDED TO YOU BY SUCH THIRD PARTIES. WE DO NOT REPRESENT OR WARRANT THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS.

TRAVELDRIVERS DOES NOT MAKE ARRANGEMENTS FOR THIRD PARTY TRANSPORTATION SERVICES OR PROVIDE SUCH SERVICES TO OUR CLIENTS OR ANY OTHERS REQUESTING SUCH SERVICES.

TRAVELDRIVERS PROVIDES CONTACT AND AVAILABILITY INFORMATION FOR THIRD PARTY SERVICES IN ORDER FOR OUR CLIENTS TO CONTACT AND CONNECT WITH THEM AND MAKE ARRANGEMENTS WITH THEM, INCLUDING ANY AND ALL FINANCIAL AGREEMENTS BETWEEN THE TWO PARTIES: OUR CLIENTS AND THIRD PARTY TRANSPORTATION CARRIERS (KNOWN AS “TRAVELDRIVERS,” “PRIVATE DRIVERS,” “Drivers,” “DRIVER/GUIDES”).

Your interactions with third-party suppliers are at your own risk. TravelDrivers will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any third-party suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with third-party suppliers. We may refer you to websites or provide links to sites that TravelDrivers does not own or control as per the TravelDrivers Privacy Policy. Your interactions with the above referenced websites or links to sites not controlled by TravelDrivers are at your own risk and TravelDrivers has no liability for any external supplier, site or link not solely owned by TravelDrivers.

THE FINAL DECISION IS YOURS — YOU ARE MAKING THE DECISION TO MAKE ARRANGEMENTS AND YOU ARE MAKING THOSE ARRANGEMENTS FOR YOURSELF AND THOSE WHO WILL ACCOMPANY YOU. YOU ARE FULLY RESPONSIBLE FOR THIS DECISION AND ANY RELATED CONSEQUENCES. YOU AGREE THAT NO UNDERAGE MINORS WILL BE USING THIS SERVICE UNACCOMPANIED BY AN ADULT GUARDIAN OR PARENT. THIS ALSO GENERALIZES TO ALL PERSONS AND AGENTS REPRESENTING AND ASSOCIATED WITH TRAVELDRIVERS.

BY CHECKING THE BOX NEXT TO THE LANGUAGE ON OUR FORM, WHICH STATES, “I AGREE TO THE TRAVELDRIVERS TERMS OF USE”, YOU HEREBY ACKNOWLEDGE THIS PERSONAL RESPONSIBILITY THAT YOU ARE TAKING ON BY USING ANY INFORMATION PROVIDED TO YOU BY TRAVELDRIVERS AND YOU ARE ALSO AGREEING THAT TRAVELDRIVERS HAS NO RESPONSIBILITY FOR ANYTHING THAT SHOULD OCCUR IN THE PROCESS AND AFTERMATH OF USING ANY INFORMATION PROVIDED BY TRAVELDRIVERS TO YOU (OUR CLIENTS).

By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. TravelDrivers may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

IF YOU ACCESS OR TRANSMIT ANY CONTENT THROUGH OR RELATED TO THE USE OF OUR SERVICES, YOU DO SO AT YOUR OWN DISCRETION AND YOUR SOLE RISK.

BY USING OUR SERVICES, YOU:

(A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT (WHICH INCLUDES THESE TERMS AND ANY APPLICABLE SUPPLEMENTAL TERMS) AND THAT YOU HAVE READ AND UNDERSTOOD THE [PRIVACY POLICY](#).

(B) REPRESENT THAT YOU ARE OF LEGAL AGE IN YOUR STATE OR COUNTRY OF RESIDENCE TO FORM A BINDING CONTRACT WITH US; AND

(C) REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT, (i) PERSONALLY, (ii) IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, ORGANIZATION, GOVERNMENT AGENCY, NONPROFIT, SCHOOL OR OTHER ENTITY (EACH, AN "ENTERPRISE CUSTOMER"), ON BEHALF OF THAT ENTERPRISE CUSTOMER AS ITS LEGALLY AUTHORIZED REPRESENTATIVE AND TO BIND SUCH ENTERPRISE CUSTOMER TO THE TERMS OF THIS AGREEMENT, AND (iii) IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF ANOTHER INDIVIDUAL, ON BEHALF OF THAT INDIVIDUAL AS ITS LEGALLY AUTHORIZED REPRESENTATIVE AND TO BIND SUCH INDIVIDUAL TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT, OR IF YOU DO NOT HAVE SUCH AUTHORITY, YOU WILL NOT BE PERMITTED TO RECEIVE OUR SERVICES I.E. YOU WILL NOT RECEIVE ANY CONTACT INFORMATION FROM US.

**PAYMENT:** You understand that use of the Services will result in charges to you for the services or goods you receive ("Charges"). TravelDrivers will receive and/or enable your payment of the applicable Charges for services or goods obtained through your use of the Services provided by a third-party ([Stripe](#) or [PayPal](#)). Charges will be inclusive of applicable taxes where required by law.

By agreeing to our Terms you understand that you will be charged our stated fee, AND that such fee is subject to change without notice. Information provided by TravelDrivers as a result of payment of our fee may not be shared with others in any manner including but not limited to verbal conversation or social media e.g. Facebook, Twitter or via email. Any new individual wishing to contact one of our driver referrals, or TravelDrivers, must pay our referral fee. Any returning customer who would like to hire a driver previously referred by TravelDrivers must pay a new fee for this additional use of the TravelDriver. Each use of a TravelDrivers referral constitutes a one time experience for

your travel in your country of destination. Return trips to that country require a new fee should you want to use the same driver and the fee is subject to change without notice.

We make no warrant as to the number of referrals we will be able to provide in any one location and accept no liability if the number of referrals does not meet your requirements.

Refunds are only applicable if we are unable to provide an available TravelDriver referral in your country of destination, at the time of travel, NO EXCEPTIONS.

## **SAFETY & CODES OF CONDUCT FOR DRIVERS AND PASSENGERS**

TRAVELDRIVERS IS NOT A TRANSPORTATION SERVICE. TO BE A DRIVER REFERRED BY US AND A PASSENGER ALLOWED TO USE OUR SERVICE, IN THE INTEREST OF SAFETY FOR ALL CONCERNED, YOU MUST AGREE TO ADHERE TO OUR STRICT CODES OF CONDUCT.

### **CODE OF CONDUCT FOR OUR CLIENTS AND ALL PASSENGERS:**

FAILURE TO ADHERE TO OUR CODE OF CONDUCT WILL RESULT IN BEING BANNED FROM USING TRAVELDRIVERS SERVICES IN THE FUTURE.

### **The Following Behaviors are Unacceptable and will not be tolerated:**

- Damaging drivers' or other passengers' property. For example, damaging the car, breaking or vandalizing a phone, intentionally spilling food or drink, smoking, or vomiting due to excessive alcohol consumption.
- Physical contact with the driver or fellow riders. Never hit or otherwise hurt a driver or fellow passenger. Do Not touch or flirt with other people in the car, or make distracting movements or sounds while with a TravelDriver. TravelDrivers has a no sex rule. That means there is to be No sexual conduct with drivers or fellow riders during your time with a Travel Driver, NO MATTER WHAT.
- Inappropriate behavior, including use of inappropriate and abusive language or gestures, or inappropriate physical contact. DO NOT, for example, ask overly personal questions, use verbal threats, or make comments or gestures that are aggressive, sexual, discriminatory, or disrespectful or just plain rude. Unwanted contact with the driver or fellow passenger after the trip is over is also not acceptable. . Do not engage in the following: texting, calling, or visiting someone in person after completion of services rendered. This is a business relationship, much as it is friendly.
- Disrespecting pricing: All Drivers set their own reasonable prices which must not be questioned. Do not attempt to haggle with the driver or ask him/her to charge less or work a longer day or accept alternate types of payment. All pertinent related information is provided ahead of time. That is the time to accept or reject the pricing

presented. Agreement to these terms and payment of our fee indicates acceptance of the pricing presented. It is not to be discussed in any way for any reason with the driver in terms of amount and timing.

- Breaking the local law while using TravelDrivers. For example, bringing open containers of alcohol or drugs into the car; traveling in large groups that exceed the number of seat belts in the car; asking drivers to break local traffic laws such as speed limits; or using TravelDrivers to commit a crime, including drug and human trafficking or the sexual exploitation of children.

**If we are made aware of this type of problematic behavior, we may contact you so we can investigate. Depending on the nature of the concern, we WILL INSTRUCT OUR DRIVER TO CEASE SERVICE FOR THAT DAY AND ANY REMAINING SCHEDULED DAYS WITH THE CLIENT IN QUESTION. If the issues raised are in violation with TravelDrivers terms and conditions, or you refuse to cooperate, you will lose access to TravelDrivers' services. Any behavior involving violence, sexual misconduct, harassment, discrimination, or illegal activity while using TravelDrivers can result in the immediate loss of access to our services and you will forfeit all payments. Additionally, when law enforcement is involved, we will cooperate with their investigation in accordance with local laws in the location of the incident.**

#### CODE OF CONDUCT FOR DRIVERS:

Our goal is to maximize a sense of COMFORT and SAFETY and minimize any potential experiences of discomfort or annoyance for our clients. To that end, we require our drivers to adhere to the following rules:

- Using drugs or alcohol while driving for us is strictly forbidden.
- Do Not engage in physical contact of any kind with Passengers. DO NOT TOUCH.
- Under no circumstances may a Travel Driver smoke while driving. Smoking is not allowed at any time when working for clients, even if they are away for some time (unless they themselves smoke).
- Using a mobile phone to text or access a website or app (other than maps) while driving is strictly forbidden
- Always be on time; never keep a client waiting
- Car must be checked every 3 months or 8000 kilometers
- Car must be clean inside and out

- No strong deodorants or air fresheners are to be used in the car or on the Travel Driver
- Have water in the car for passengers at all times
- Arrive with a full tank of gas
- Have at least one but hopefully multiple car audio features - music hook-ups
- Offer to play clients' music before playing your own
- Do not drum or sing along to the music.
- Do not expect to dine with clients unless invited.
- Accompany clients outside of the car when invited or asked only, unless there is danger or you are giving tour information on site.
- Do not take personal photos. Do not enter the destination to take your own photos. DO offer to take photos for the clients of the clients.
- Phone must be hands-free, in a holder, while driving and/or for navigation.
- No personal calls are allowed while with clients. Calls for/about clients and arrangements for them are acceptable. Emergency personal family calls are allowed.
- Do not keep personal items in the car unless necessary and out of the way.
- Traditional attire, in regions where it is often worn, is recommended. •

CLEAN attire is required.

- No switching to another driver will be tolerated. If YOU are hired, YOU must do the job, unless there is an emergency.
- In the event of an emergency requiring cancellation, all parties, including Clients and TravelDrivers, must be informed.
- No switching of cars will be tolerated unless it is a) a better/larger car and

Drivers failing to adhere to this Code of Conduct will be removed from our curated list of Exceptional Travel Drivers.

**REPORTING MISCONDUCT** If you, Driver or Rider, interact with anyone through our Services who you feel is acting or has acted inappropriately, including but not limited to offensive, violent or sexually inappropriate behavior, who steals from you or engages in any other disturbing conduct, we strongly encourage you to immediately report such person to the appropriate authorities and to us by contacting us at [TRAVELDRIVERSMAIL@GMAIL.COM](mailto:TRAVELDRIVERSMAIL@GMAIL.COM). Please note that although we encourage you to

report misconduct, we are not responsible or liable for a driver or rider's actions, and we are not obligated to take any action.

You may not assign any of your rights or obligations under these Terms without prior written consent from TravelDrivers. TravelDrivers may assign any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings, between the parties regarding their subject matter.

### **DISPUTES: ARBITRATION AGREEMENT, TIME LIMITATION, & CLASS WAIVER**

You acknowledge and agree that before initiating any claim against TravelDrivers, you will first give us an opportunity to resolve your problem or dispute. This includes sending a written description of your problem or dispute to us including, but not limited to, information or representations related to our services and upon which you rely. You may send the written description by U.S. Mail to TravelDrivers 1920 Hillhurst Avenue., #1213, Los Angeles, CA 90027.

You agree to negotiate with TravelDrivers in good faith about your problem or dispute. If for some reason your problem or dispute is not resolved to your satisfaction within 60 days after TravelDrivers' receipt of your written dispute, you agree to the dispute resolution provisions below. Any dispute or claim relating in any way to your use of our services or website will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify.

By agreeing to arbitration, you understand and agree that you are waiving your right to maintain other available resolution processes, such as a court action or administrative proceeding, to settle any disputes or claims. The rules in arbitration are different. There is no judge or jury. Although review is limited, an arbitrator can award on an individual basis the same damages and relief as would be available in court, and must enforce the same limitations stated in these Terms of Use as a court would.

You and TravelDrivers each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. This means that you and TravelDrivers agree to arbitrate in our individual capacities only, not as a representative of a class, a member of a class, or a Private Attorney General. Likewise, an arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to TRAVELDRIVERS, 1920 Hillhurst Avenue., #1213, Los Angeles, CA 90027. The arbitration will be conducted by the American Arbitration

Association ("AAA") under its rules, including the AAA's Consumer Arbitration Rules. The AAA's rules are available at <http://www.adr.org/consumer> or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 USD unless the arbitrator determines the claims are invalid or frivolous. Likewise, TravelDrivers will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are invalid or frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another location that is mutually agreed upon. If for any reason a claim proceeds in court rather than in arbitration, the parties waive any right to a jury trial, unless such waiver is unenforceable. The parties also agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

You and TravelDrivers agree to commence any arbitration proceeding within 1 year after the claim arises (including the mandatory pre-dispute procedures outlined above) and that any proceeding commenced after 1 year shall be barred.

You agree that any controversy excluded from the dispute resolution procedure and class action waiver provisions in this Agreement (other than an individual action filed in small claims court) shall be filed only in the Superior Court of Los Angeles County, California, or the United States District Court for the Central District of California, and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts for any such controversy.

In order to avoid irreparable injury to TravelDrivers, in the event of any breach or threatened breach by you of the provisions of this Agreement, we shall be entitled to seek an injunction or other equitable relief restraining such breach. Nothing in this Agreement shall be construed as prohibiting TravelDrivers from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of monetary damages from you.

All rights reserved.