



DRIVERS COOPERATIVE - CO OPERATIONS MANUAL

2024

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Introduction

This document was designed to encapsulate all the policies discussed and passed so far by the Board of Directors of the Drivers Cooperative -Colorado (DDC). These policies seek to direct the cooperative forward while safeguarding the best interest of the driver-owners and the cooperative as a business.

Our policies serve as the framework for achieving our various objectives, such as providing secure and dependable transportation for our passengers. We are committed to adhering to all of Colorado's regulations at all times. Additionally, our policies provide drivers with the necessary information to embrace ownership within our organization. By maintaining a steadfast dedication to these principles, we can ensure the safety and satisfaction of both our passengers and drivers. Our policies are designed to uphold high standards and promote accountability, ultimately contributing to the overall success and sustainability of our operations.

As a cooperative member, it is essential for you to carefully review, comprehend, and adhere to these policies while actively participating in the cooperative.

It's important to note that this manual is a living document – a draft in constant evolution. We're committed to fostering an environment of continuous improvement, and as such, this manual will undergo frequent revisions. Your feedback and contributions are not only welcomed, but actively encouraged. Together, we'll refine and enhance this resource to better serve our cooperative community.

About the Drivers Cooperative - Colorado

The Drivers Cooperative – CO (DDC) was established to transform the ridesharing industry by giving drivers control over their work. This driver-owned cooperative aims to eliminate the exploitation prevalent in the rideshare sector and provide drivers with higher wages and ownership. Additionally, DDC is committed to serving the community by offering transportation to individuals who are often overlooked in urban planning and customer service. By embracing the cooperative spirit and prioritizing the needs of the community, DDC seeks to create a more equitable and sustainable ridesharing model.

Our cooperative model isn't just about getting from point A to point B; it's about forging meaningful connections, empowering drivers, and prioritizing safety and reliability above all else.

Key Contacts

Minsun Ji - Executive Director - Rocky Mountain Employee Ownership Center

Erika Iacono - Researcher - Rocky Mountain Employee Ownership Center

Isaac Chinyoka- Director of Operations-Drivers Cooperative - CO

QUESTIONS? Email info@coloradodrivers.coop

POLICIES

DCC Driver and Platform Contract

All Drivers using the Driver App are independent contractors. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party's employees or agents. User has no authority to bind DDC, and User undertakes not to hold himself out as an employee, agent or authorized representative of DDC.

Rights as a member of the co-operative:

As a member of the Drivers Cooperative-Colorado, members are entitled to:

- The right to vote (one vote per person, not per share)
- The right to serve as a leader (i.e. board director)
- The right to information
- The right to speak your mind

Responsibilities as a member of the co-operative:

- Support the mission, vision, and goals of the co-operative.
- Purchase a Membership Interest in the Cooperative by agreeing to pay the membership fee of \$300 as a one-time fee or through installments.
- Participate in the governance of the co-operative through attendance of general meetings, voting on decisions, and participating on boards and committees.
- Adhere to the policies and procedures of the co-operative set out in the organizational documents and created by the Board.
- Comply at all times with Colorado TNC regulations.
- Maintain good standing as a Driver member.

Obligations of the cooperative to members

As a member of the co-operative, you understand that the cooperative is obligated to:

- Provide notice of meetings and information on ways that you can participate in the co-operative governance.
- Maintain a transparent and efficient system of decision-making that is inclusive of the membership and supportive of the mission and vision of the co-operative.
- Conduct business, through staff, that is in the best interest of the co-operative and its members.
- Use financial contributions effectively and responsibly.

Driver Requirements and Criteria for Onboarding

In order to be onboarded and obtain ownership rights of and fulfill responsibilities for the Drivers Cooperative Colorado, all drivers must:

- Be at least 21 years old.
- Have at least 1 year of licensed driving in the US (3 years if you are under 25 years old).
- Provide proof of Colorado driver's license.
- Have attended one orientation with the Drivers Cooperative Colorado prior to driving for the cooperative.
- Be able to pass a background check.
- Be medically fit to drive.
- Have a dash camera in their car when driving for the cooperative.
- Adhere to the 7 principles of worker cooperatives:
 - Open membership
 - Equitable Economic Participation
 - Democratic Control
 - Autonomy and Independence
 - Cooperation among cooperatives
 - Education and training
 - Concern for community
- Pay the membership fee of \$300.
- Have signed a Membership Agreement with the Drivers Cooperative Colorado.

To become driver-owners and actively perform rides, vehicles requirements include:

- 16-year-old (2008) vehicle or newer.
- Vehicle must have 4 doors.
- No more than 200k miles
- 5-8 seats, including the driver's.
- Valid Colorado license plate.

All drivers must provide the following documentation to begin and complete the onboarding as worker owners:

- Proof of valid Colorado driver license
- Proof of vehicle insurance
- Proof of valid Colorado vehicle registration
- Proof of Colorado vehicle inspection
- Driver profile photo

No driver will be onboarded if they have a major violation on their record in the last 7 years including:

- Operating a vehicle under the influence.
- Driving with a suspended or invalid license.
- Reckless driving.
- Racing.
- Using a vehicle to commit a felony.
- Hit and run.
- Fleeing from law enforcement.
- Vehicular manslaughter or assault with a vehicle.

No driver will be hired if they have more than 3 moving violations in the past 3 years. All drivers that exceed the minimum Motor Vehicle Record (MVR) criteria are prevented from driving on the platform. MVR and background checks will be conducted regularly, at least once a year, to ensure continuous and consistent respect of the established guidelines.

All drivers will have to upload proof of current insurance coverage using the Co-op Driver app, full coverage or minimum coverage of \$2000 deductible. Drivers are required to maintain updated documentation and insurance at all times when affiliated with DDC.

A data system will keep track of insurance deadlines for each driver. Through this system, the Drivers Cooperative - Colorado will be reminding driver-owners to upload their new insurance card or come into the office to confirm proof of valid insurance.

Insurance Policy

What rideshare drivers should know about coverage

When you earn with a transportation network company (TNC), referred to here as ridesharing, Colorado requires a TNC to have general commercial insurance.

Drivers Cooperative - CO maintains general commercial insurance as required by Colorado law. What's covered depends on factors such as who was at fault; whether you were offline, online, en route, or on-trip; and your personal insurance policy. Learn more about the coverage Drivers Cooperative - CO maintains on your behalf below.

- **Coverage when you're offline**
- Your personal auto insurance covers you while you're offline. You must maintain personal automobile insurance at mandatory minimum state limits and provide proof of your insurance to drive a vehicle with Drivers Cooperative - CO.
- Coverage to repair your car when you're en route to or on a trip is contingent on your personal insurance including comprehensive and collision coverage.
- **Coverage when you're online and available for a trip**
- Accidents happen. Suppose you're at fault and another person gets hurt or their vehicle gets damaged. In that case, our third-party liability insurance covers the cost of injuries or damage in at least the following amounts:
 - \$50,000 per person and \$100,000 per accident for injuries
 - \$30,000 in property damage per accident
- **Coverage when you're en route or on a trip**
- Drivers Cooperative - CO maintains some of the most comprehensive insurance for ridesharing, including:
 - Insurance that covers at least \$1,000,000 for property damage and injuries to riders and third parties involved in an accident where you're at fault
 - Insurance that covers the cost to repair your car, up to \$50k, with a \$2,500 deductible, contingent on your personal insurance including comprehensive and collision coverage.
 - Coverage for you and your riders for injuries in a hit-and-run or an accident caused by an uninsured or underinsured driver

As required by law, you must maintain personal automobile insurance at mandatory minimum state limits and provide proof of your insurance to drive with Drivers Cooperative - CO. Drivers Cooperative - CO maintains commercial auto insurance on your behalf for ridesharing activities when you're driving on our platform. When you're not driving with Drivers Cooperative - CO, you maintain your own personal auto insurance. Coverage to repair your car when you're en

route or on a trip is contingent on your personal insurance including comprehensive and collision coverage.

Many personal auto insurers offer additional insurance for rideshare drivers. This is highly encouraged but not required for you to sign up to drive with Drivers Cooperative - CO. Contact your insurance agent, broker, or company for details.

Commercial Automobile & Physical Damage	
Coverage & Limits (\$)	
Automobile Liability - Period 1*	
Death and Bodily Injury – Per Person	50,000
Death and Bodily Injury – Per Accident	100,000
Property Damage	30,000
Automobile Liability & Physical Damage – Periods 2 & 3	
Commercial Automobile Liability	1,000,000
Uninsured/Underinsured Motorists Coverage	200,000 / 400,000 Bodily Injury Only
Personal Injury Protection	N/A
Commercial Automobile Physical Damage+	ACV up to \$50,000
Deductibles	
Period 1	N/A
Periods 2 & 3	N/A
Automobile Physical Damage	2,500

*Contingent excess liability over driver’s personal auto coverage.

+APD available only to drivers who hold the coverage on their personal policy.

What to do in an accident

We’re committed to everyone’s safety. If you’re involved in an accident, follow these steps:

Step 1

Ensure that everyone involved is OK. If there are injuries or damage, contact the police and paramedics. Be sure to save the police report number if there is one.

Step 2

Take photos of any damage to the vehicles involved, including your own, and get the contact and insurance information of other involved drivers and riders. We recommend taking photos of the accident location, too, if it's safe to do so.

Step 3

Contact us. Contact driversupport@coloradodrivers.coop or call us at **720.618.5961**

We will reach out to confirm everyone's safety and gather any other required information.

Drivers Cooperative Colorado Policy on Inactive Drivers and Declining Rides

DCC aims to enhance operational efficiency, ensure that our rideshare platform remains effective and reliable for both drivers and passengers. This policy aims to manage and limit inactive miles (Period 1 Insurance Miles) for drivers, ensuring efficient use of resources and promoting driver engagement.

Policy:

Automatic Logout After Declined Rides:

- Drivers who decline 4 ride requests within a given time frame will be automatically logged out of the system.
- This measure ensures that only active and willing drivers are available for ride requests, thereby reducing unnecessary Insurance Period 1 miles.

Automatic Logout After No Accepted Rides:

- Drivers who do not accept any rides within a specified period of 30 minutes will be automatically logged out of the system.
- This helps to manage and reduce idle time, encouraging drivers to be more responsive or to log out when they are not available to accept rides.

Push Notification to Inactive Drivers:

- Drivers who have not accepted any rides for 30 minutes will receive a push notification suggesting that they log out if they are not currently available or willing to accept ride requests.
- The notification aims to prompt drivers to make a conscious decision about their availability, thereby reducing unnecessary insurance miles and optimizing the availability of active drivers.

Incentive Program for High Acceptance Rates:

- Implement an incentive program to reward drivers with high acceptance rates. Drivers who consistently accept ride requests will receive bonuses or other incentives.
- This encourages drivers to remain active and engaged, reducing the likelihood of declined rides and idle periods.

Regular Activity Reminders:

- Send regular activity reminders to drivers who are logged in but have been inactive for extended periods, even if less than 30 minutes. These reminders will encourage drivers to stay alert and ready to accept ride requests.
- This measure helps keep drivers engaged and reduces the potential for extended periods of inactivity.

Implementation Guidelines:

System Configuration:

- The DCC drivers' application system will be configured to automatically track and log the number of declined ride requests and the duration of inactivity for each driver.
- Specific thresholds for automatic logout (e.g., 4 declined rides and 30 minutes of inactivity) will be set based on system data and operational efficiency.

Notifications:

- Push notifications will be sent through the ride share app to drivers who have been inactive for 30 minutes, reminding them to log out if they are not available.
- Additional reminders will be sent to drivers who have been logged in but inactive for shorter periods, ensuring they remain engaged.

Driver Communication:

- Clear communication will be provided to all drivers regarding this policy, including training on how the automatic logout, notification system, and incentive program work.
- Drivers will be informed about the importance of reducing Insurance Period 1 miles and how their active participation can contribute to overall efficiency.

Monitoring and Adjustment:

- The system's effectiveness in managing Insurance Period 1 miles will be continuously monitored.
- Adjustments to thresholds and procedures will be made as necessary based on data and feedback to ensure optimal performance and driver satisfaction.

Dangerous Driving Policy

Every driver-owner of the Drivers Cooperative-Colorado using the Co-op Driver/Co-op Colorado platform is responsible for driving responsibly and adhering to all traffic laws and regulations. If the cooperative receives serious or repeated reports of dangerous driving or legal violations, the driver may lose access to their account and ownership rights.

What qualifies as dangerous driving?

Distracted driving

- Distraction can take many forms. These behaviors can dangerously distract drivers and endanger both them and the rider.
- Drowsy driving is a form of distracted driving occurring when a driver manifests symptoms of tiredness, which include:
 - Appearing tired, exhausted, or sleepy
 - Frequent blinking
 - Frequent yawning
 - Nodding off
 - Failure to respect safety distance and speed limits
 - Inability to keep vehicle in the lane.

Not following traffic laws

All driver-owners using the Co-op Colorado/Co-op Driver platform are required to follow local traffic laws and regulations. That includes:

- Respecting signs, traffic lights, speed limits, and signals
- Turning only where permitted
- Signaling before turning or changing lanes
- Yielding the right of way to pedestrian
- Not driving or stopping in a bike lane or crosswalk

Aggressive driving

Aggressive driving includes:

- Speeding
- Sudden braking
- Tailgating
- Abruptly accelerating or stopping
- Swerving, including into pedestrian walkways or bike lanes
- Shouting or cursing at other drivers or pedestrians

Driving under the influence

- Using or being under the influence of alcohol or other drugs when using the Co-op Driver
- The Drivers Cooperative - Colorado has zero tolerance on driving under the influence. Drivers will immediately be removed from the platform if found guilty of driving under the influence.

Extreme Weather Protocols

To reduce pressure on the driver, riders will be informed that the higher demand for rides and road conditions could lead to longer wait times.

Driver-owners will retain their freedom to determine if they are comfortable driving in extreme weather conditions.

It is the responsibility of the driver to maintain an awareness of local and surrounding weather conditions. If the driver determines they will cancel or reroute due to poor weather conditions, they must drop the rider in a safe location.

How does the coop proactively prevent dangerous driving?

Measure to prevent distracted and dangerous driving include:

- A dash camera is required for all drivers when driving for DDC
- All drivers must prove they are medically fit to drive.
- No in-hand phones when driving. Only phone holders.
- No texting/calling without earphones while driving.
- All drivers must, at all times when driving for the cooperative:
 - Be well rested before hitting the road.
 - Schedule frequent breaks on long trips.
 - Do not drink alcohol before or while driving.
 - Do not rely on caffeine to stay awake.
- Drivers may not:
 - Spend more than 12 consecutive hours in driver mode within one day (24-hour period). A driver may go off duty at any time during the 12-hour period, but the 12-hour shift will only reset after a consecutive 12-hour off-duty period.
 - Alternatively, in accordance with the PUC 15-hour rule, a driver must stop driving no later than 15 hours after coming on duty and

must then take a minimum of eight consecutive hours off. While drivers may take breaks at any time during the 15-hour period, the clock will only reset after a full, uninterrupted eight-hour off-duty period. A Driver shall not exceed ten hours Driving Time within the 15 hours provided by the 15 hour rule.

- o Spend more than 70 total hours in driver mode in one week. Upon reaching the 70 hours weekly limit, a driver shall not drive for a minimum of eight hours.
- Complaints about dangerous or distracted driving could result in a temporary suspension from the platform. Repeated and serious verified instances of dangerous driving will result in removal from the platform of the driver-owner and permanent revocation of ownership rights.

Riders Complains and Notifications to Drivers:

Riders have a right to contact customer support to report dangerous driving during or after a ride with Coop Colorado. Unsafe driving reports encompass any complaint citing a specific issue with how the driver operates the vehicle, leading to a perceived unsafe, high-risk, or dangerous ride.

If a driver receives repeated reports of dangerous driving, we'll let them know that their account is at risk of investigation if the reports continue. DCC will also let them know that serious or repeated claims of unsafe driving can result in their loss of access to Coop Driver and ownership rights.

Removing Drivers

DDC is devoted to providing excellent customer service, and safe transportation for drivers and passengers. All drivers performing poorly will receive warnings before an investigation or removal procedure begins.

Assuming the negative outcome, a driver may receive an immediate suspension or immediate removal from the platform depending on the severity of the violation/s. Infractions of guidelines will fall under three categories: Type A, Type B, Type C

Infractions Categories

Type of Violation	Examples of violation claimed by rider	Number of warnings before investigation begins	Committee's Potential Action
Type A	Minor customer-service related complaints including: <ul style="list-style-type: none"> ● Rude driver ● Cleanliness of car ● Loud music ● Etc. 	Up to 5 complaints in one year	Case reviewed by investigation committee. Recommendations issued to drivers. Up to three suspensions before removal is confirmed.
Type B	Failure to respect road rules like: <ul style="list-style-type: none"> ● Speed limits violation ● Aggressive driving ● Illegal turns ● Dangerous overtaking of a lane 	Up to 3 complaints in one year.	Case reviewed by investigation committee. A driver can get suspended for a week. Up to three suspensions before removal is confirmed.

Type C	Severe violation of safety of safety guidelines and laws, including: <ul style="list-style-type: none"> ● physical violence ● sexual assault ● Sexual harassment ● Driving under the influence 	Investigation begins immediately after first complaint	Case reviewed by investigation committee. Immediate removal after investigation if found guilty of Type C violation
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DCC will provide an opportunity for a fair hearing process. There will be a suspension until the driver is given a fair hearing in case of complaints involving allegations of dangerous behaviors, including but not limited to:

- o Operating a vehicle under the influence
- o Driving with a suspended or invalid license
- o Reckless driving
- o Racing
- o Using a vehicle to commit a felony
- o Hit and run
- o Fleeing from law enforcement
- o Vehicular manslaughter or assault with a vehicle
- o Assault
- o Sexual assault
- o Using a vehicle other than the one approved by DDC

The process to prevent unfair removals based on false reports includes, but is not limited to:

- Setting up the customer relations committee to review complaints.
- The committee will review the Dash Camera feed when possible.
- Committee to make recommendations to the driver.
- Driver has a right to appeal to the Board of Directors in case of dissatisfaction with the committee’s decision.

In case of serious allegations under Type C, the cooperative will report information to local authorities as required by law.

Appealing for removal from the DCC Coop Driver platform

You can appeal your removal from the platform if you meet the following criteria:

- You have been permanently removed.
- You have not previously requested an appeal for the same removal.
- Note: If available, please provide any additional information related to the removal (such as dash cam footage, photos, police reports, etc.).

Appeal process

Submit an appeal form with the following details: Subject, your email address, phone number, description of appeal and any attachments. After you submit the appeal form, DCC will review your case to decide whether to uphold or reverse the removal. DCC will consider any additional evidence you provide (like dash cam footage, photos, police reports, etc.). You will be notified of DCC's decision via the email address associated with your account.

Multiple Appeals

If your account was removed for several reasons, DCC will review all reasons as part of a single appeal request. You can only request one appeal per deactivation decision. If the removal is upheld, no further appeals will be considered for that account unless new information is provided.

Complaints Review Policy

Purpose

This policy aims to ensure that all complaints from riders and drivers are addressed promptly, fairly, and consistently. It details the process for reviewing and resolving complaints to uphold high standards of service and safety.

Scope

This policy covers all complaints from riders, drivers, and third parties concerning the company's services. This includes, but is not limited to, issues related to safety, driver conduct, ride quality, billing, and app functionality.

Complaint Submission

Complaints can be submitted through the Co-op Driver app/Co-op Colorado app, DCC website, email, or customer service hotline on our website. They should include relevant details such as the date, time, location, ride ID, and a description of the issue. Supporting evidence, such as screenshots, photos, or videos, is encouraged.

Acknowledgment of Complaints

All complaints will be acknowledged within 48 hours of receipt. An acknowledgment message will be sent to the complainant via email or in-app notification, confirming receipt and that the complaint is under review.

Review Process

Initial Review: Within three working days, the complaints review committee will conduct an initial review to assess the complaint's validity and severity.

Investigation: If the complaint is valid, a thorough investigation will follow, which may involve reviewing trip data, interviewing involved parties, and examining submitted evidence.

Resolution Determination: Based on the investigation, the complaints review committee will decide on an appropriate resolution, such as driver coaching, temporary suspension, permanent deactivation, fare adjustments, or other remedial actions.

Communication of Resolution: The complainant will be informed of the resolution within 10 business days of submitting the complaint. If more time is needed for the investigation, the complainant will be notified of the delay and given a new expected

resolution date. All communications will be recorded in the company's complaint management system.

Appeals Process

If the complainant is unsatisfied with the resolution, they may request an appeal within 7 days of receiving the resolution notice. Appeals must be submitted in writing, detailing the reasons for dissatisfaction and any new evidence. An independent appeals team will review the case and provide a final decision within 14 days of the appeal submission.

Confidentiality

All complaints and investigations will be handled with strict confidentiality. Personal information of the complainant and involved parties will be protected in line with the company's privacy policy.

Continuous Improvement

Complaint data will be regularly reviewed to identify trends and areas for improvement. DCC will implement changes to policies, procedures, and training programs based on the insights gained from complaint reviews.

Non-Discrimination Policy

Any form of discrimination against users and drivers based on race, religion, national origin, disability, sexual orientation, sex, marital status, gender identity, age or any other characteristic protected under applicable law is prohibited at the Drivers Cooperative - Colorado. Refusing to provide or accept services based on any of these characteristics, and any other violation of this policy, will result in losing access to Coop Colorado and Coop Driver.

DDC Vehicle Requirements and Maintenance Policy

At the Drivers Cooperative - Colorado, we are committed to ensuring the safety of drivers, riders through ensuring our vehicles are in proper working order.

The following guidelines allow us to ensure vehicles are up to date and well maintained.

To become driver-owners and actively perform rides, vehicle requirements include:

- 16-year-old (2008) vehicle or newer
- Vehicle must have 4 doors
- 5-8 seats, including the driver's
- No more than 200k miles
- Valid Colorado license plate

As a driver of the cooperative, you are required to pass an inspection once a year regardless of the vehicle's age and your assumptions about its status. As well as ensuring your vehicle's brakes, seat belts and tires are in good operating condition, you also need to conduct regular maintenance checks according to your vehicle's manufacturing recommendations.

The cooperative will be responsible for storing copies of inspection and other maintenance reports that are uploaded through the app in accordance with Colorado's regulations.

It is the drivers' responsibility to:

- Check the vehicle regularly to ensure that it is roadworthy.
- Check for leaks or engine issues
- Ensure all mirrors are fitted and in good condition
- Check breaks
- Check that all lights are functional and working
- Check if the seatbelt is functional (for riders and drivers)
- Check for any dashboard warning lights

Inspection and Maintenance

Once a year DDC staff will vet vehicle inspections documents. All vehicles must pass Colorado inspections and be confirmed as safe to drive. The driver is required to self-report if their vehicle is found on an open safety recall "do not drive" list.

Vehicle inspections in Denver

Drivers will be asked to complete their annual inspection requirement by getting an inspection from any certified mechanic in the Denver-metro area.

Drivers will need to ask their mechanic to complete the Colorado Public Utilities Commission TNC Annual Inspection Report.

Drivers are required to cover the inspection cost.

The completed form must be uploaded on the Co-op Driver app.

DDC Safety Guidelines

At the Drivers Cooperative - Colorado, we are committed to ensuring the safety of drivers, riders, and our community in a positive, secure, and non-discriminatory environment.

The following guidelines allow us to determine and combat actions and behaviors that are prohibited for the safety of users and providers.

Respecting other people's rights

Physical Contact:

While using the Coop Colorado/Coop Driver, refrain from touching strangers unless they request or require assistance. Deliberately causing harm to anyone is strictly prohibited.

Sexual assault and misconduct:

Prohibited behaviors include, but are not limited to:

- Commenting on someone's appearance
- Asking about relationship status
- Sexual assault and sexual misconduct of any kind.
- Sexual assault and misconduct refers to sexual contact or behavior without explicit consent of the other person.
- Making explicit comments or gestures
- Flirting
- Sharing indecent material

Threats and Aggression

Aggressive behaviors of any kind are prohibited while driving or riding with us. Any disrespectful, discriminatory, threatening, or inappropriate action is forbidden.

Post-trip Prohibited Actions

Unless the need to return lost items should occur, contact between drivers and riders should end when the trip comes to an end. Contact without mutual consent can represent harassment. Such behaviors includes:

- Texting
- Calling
- social media contact

- Visiting or trying to visit someone's address/location after completing a trip.

Discrimination

Any form of discrimination against users and drivers based on race, religion, national origin, disability, sexual orientation, sex, marital status, gender identity, age or any other characteristic protected under applicable law is prohibited at the Drivers Cooperative - Colorado. Refusing to provide or accept services based on any of these characteristics, and any other violation of this policy, will result in losing access to Coop Colorado and Coop-Driver.

Forbidden discriminatory behaviors include, but are not limited to:

- We do not tolerate refusing to provide or receive services based on characteristics such as race, ethnicity, skin color, age, disability, gender identity, marital status, national origin, religion, sex, sexual orientation, language, geographical location, or any other characteristic protected by applicable law.
- Discriminating on the basis of a rider's destination, such as specific neighborhoods, based on discriminatory beliefs about the characteristics of residents.
- Any form of discriminatory language, remarks, or vilification is prohibited.
- Asking personal questions regarding national origin, race, ethnicity, or any other trait previously mentioned.
- Making racial comments or using slurs.

Damage:

DDC prohibits any type of property damage. Examples of such damages include:

- Damaging the car
- Breaking technological devices, like phones or tablets
- Spilling food or drinks
- Smoking
- Vomiting

Those responsible for damaging vehicles will be subjected to cleaning and repairing fees. DCC reserves the right to remove individuals from its platforms following instances of intentional damaging of vehicles.

Ensuring Safety

Account Sharing:

Sharing accounts infringes DDC's Terms of Service. To provide or use our services, each driver or rider will have to start and maintain a personal account. In addition, individuals should never share personal account information.

Minors

DDC's riders and account users must be 18 or older to have an account.

Riders may create an account for a minor aged 16 or 17 years old if they are their parent or legal guardian, and in doing so give permission and consent on the minor's behalf. The rider account holder assumes all responsibility and liability for the minor's behavior while riding.

Permitted Riders:

Only the driver, rider, and rider's guests are allowed onboard DCC's verified vehicles during rides.

The account holder is responsible for the behavior of their entire party at the risk of facing deactivation for instances of inappropriate, damaging, or forbidden actions.

Seat Belts:

Drivers and passengers, including those seated in the back, must wear seat belts throughout the entire journey. Riders should select a vehicle that has adequate seat belts for all members of their group. Drivers have the right to refuse a ride if their vehicle does not have enough seat belts for all passengers.

Dash Camera:

Driver-owners are required to use a dash camera in their vehicle. Colorado allows the use of dash cameras and using footage in case of accidents. However:

- Dash cameras should be positioned appropriately to avoid impairing the driver's view and increasing the risk of unsafe driving.
- Sharing or streaming a person's image, audio, or video recording on social media or other digital or physical public locations violates our guidelines.

Additional Requirements:

Drivers must maintain a good driving record at all times when driving for the cooperative. Drivers are responsible for guaranteeing safety for all the parties involved.

Emergency:

In case of an emergency or immediate danger, riders and drivers should contact 911 and alert local authorities immediately before notifying DCC.

Complying with the Law

Violating any state or federal laws is strictly prohibited for all parties involved.

Drivers are required to know and obey all applicable laws, especially the rules of the road, such as:

- Speed limits
- Traffic laws
- Street signs and signals
- Allowed turns
- Parking regulations
- Pedestrian rules

Documents:

Drivers are responsible for ensuring that all licenses, permits, and any other legal documents are up to date. The cooperative reserves the right to notify drivers about the need to update such documents or initiate deactivation in case of continuous failure to comply with the law.

Car Seats:

Drivers and riders should comply with applicable laws when traveling with infants and small children. Regulations include:

- Riders must provide and properly install an appropriate car seat for infants and small children.
- Children aged 12 and under should ride in the back seat.

- If a child does not meet the height and weight safety standards for the car seat, or if the driver feels the child cannot be safely transported, the driver may cancel the ride.

Service Animals:

Denying a ride to a rider because of their service animal and guide or assistive device is prohibited by law. To comply with regulations against discrimination and ableism, riders are permitted to travel with service animals and guide dogs and assistive devices.

Drug Use and Alcohol:

Drugs and alcohol consumption are never allowed when using DCC.

Drivers have the right to refuse the trip if a rider is excessively intoxicated or disruptive, prioritizing their own safety. If a rider becomes too rowdy during a trip and is inhibiting the driver's ability to complete the ride, the driver must end the trip early in a safe location and is required to contact a police officer.

As a rider, if you suspect your driver may be under the influence of drugs or alcohol, request the driver to end the trip immediately. Exit the vehicle and call 911. Afterward, please report your experience to DCC once you are safely out of the vehicle.

No-Smoking

Smoking in DCC vehicles is prohibited under our community guidelines. Some passengers may have respiratory conditions or be sensitive to smoke odors. Out of respect for all members of our community, we request that you abstain from smoking inside DCC cars.

Weapons

Carrying and using firearms of any kind is banned for riders, riders' guests, and drivers, when using DCC.

DCC enforces a strict "No Weapons" policy across all its premises, including DCC Hubs and service centers.

This policy is in effect whenever you are representing DCC, whether you are driving for the company or visiting a DCC Hub.

Even in regions where carrying a weapon is legal, we request that you refrain from bringing any weapons onto DCC property.

We implement this policy with the community's well-being in mind. It's challenging to predict what might make others uncomfortable, and the mere presence of a weapon can cause distress and concern for personal safety among community members.

A "weapon" is broadly defined and includes firearms, such as handguns, as well as other items like stun guns, explosives, knives, slingshots, and tasers. DCC retains the sole discretion to determine what constitutes a weapon. If you have any doubts about whether an item might be considered a weapon under this policy, please reach out to DCC Support before bringing it onto DCC property.

Please note that this general policy does not apply to authorized security personnel contracted or employed by DCC, nor does it apply to law enforcement personnel.

If you observe someone in possession of a weapon in a DCC vehicle, please inform us by tapping 'Contact Support' below.

Fraud:

Fraudulent activities are strictly forbidden within DCC. This encompasses, but is not limited to:

- Intentionally extending the time or distance of a trip
- Accepting trips with no intention of completing them
- Falsely claiming fees or charges
- Making unfounded reports against drivers
- Providing false documentation or records
- Attempting to manipulate or modify Coop Driver/Coop Colorado functions
- Misusing promotions
- Disputing charges for fraudulent or illegitimate reasons
- Creating fraudulent accounts

Ending a Trip Early

Both drivers and riders have the right to end a trip if they feel unsafe or uncomfortable. A trip may be terminated early if either party exhibits the following behaviors:

- Rudeness
- Discriminatory or offensive behavior
- Rowdiness
- Intent to cause damage
- Engaging in illegal activities
- Threatening or Aggressive behavior
- Signs of physical or verbal aggression
- Excessive loudness
- Inappropriate behaviors
- Being under the influence
- Mental crisis
- Any violation of the cooperative's code of conduct and safety rules
- Acting in any way that could endanger the other party

If a driver chooses to end a trip early due to a rider's behavior, the driver must:

1. **Ensure Safety:** Find a safe place to pull over and inform the rider that the trip is being terminated.
2. **Explain Briefly:** Provide a brief explanation to the rider about why the trip is being ended.
3. **Contact DCC Support:** Report the incident to DCC through the app or other available channels, detailing the rider's behavior and the reasons for ending the trip.
4. **Contact Authorities if Necessary:** If the situation escalates or if there is a threat to personal safety, contact local law enforcement.

Dash Camera Policy

To ensure the safety of our drivers and riders, all drivers are required to equip their vehicles with a functional dash camera at all times when driving for the Drivers Cooperative - Colorado.

The customer service committee may ask a driver-owner to provide footage of a particular ride in response to a report of potential policy violations. This is to verify the accuracy of the report and prevent unjust deactivation of drivers due to false claims. The mandatory dash camera serves as a tool to uphold our code of conduct.

In the event of a negative outcome, the footage obtained from the dash camera will be used to guide the decisions of the customer service committee. Depending on the severity of the code violation, potential actions against the driver may include suspension or removal from the platform, all in the interest of passenger safety.

Expectations for dash camera use include:

- All driver-owners must demonstrate that the vehicle used to offer rides with DCC is equipped with a dash camera.
- The cost of purchasing a dash camera must be covered by the driver. The cost of the dash camera will not be reimbursed nor deducted from the membership fee.
- The dash camera must be activated at all times while driving for DCC and providing services through Coop Driver/Coop Colorado.
- DCC does not specify a particular camera brand, but approved dash cameras must meet specific requirements. These include certain features for approval, such as:
 - Dual view (front and rear)
 - Must have good image resolution, at least 1080p
 - Audio recording must be enabled
- The recording of each ride must be stored for a minimum of 24 hours after the ride was completed to guarantee access to the feed if needed.
- Drivers who already have a dash camera that meets the requirements mentioned above will not need to purchase a new one to join DCC as driver-owners and offer rides.
- Sharing or streaming a person's image, audio, or video recording on social media or in other public locations without their consent is strictly prohibited. This

behavior may prompt further investigation by our safety team to ensure the protection of our users.

Drivers Cooperative-CO (DCC) Decal Policy

As per Colorado regulations, drivers must display a Drivers Cooperative - CO decal at all times while active on the Co-op Driver app with the cooperative. A decal must be placed on the front passenger windshield and the rear passenger windshield facing outward.

Drivers can remove a decal when not driving for the cooperative. A decal is designed to be easily removed and reattached on the inside of the windshield. A driver should ensure that the glass is cleaned before applying the decal for the best results.

Approved driver members will receive their decals within 14 days of membership approval. Drivers can pick up their decal at the DCC office or can request to receive it via mail.

If drivers don't have a decal or need a new one, they can print a temporary one while waiting for the official one to arrive.

When giving a non-DCC ride at airports in Colorado, drivers must remove the decal before entering the airport property.

Only active and approved drivers are authorized to use the DCC decal.

Here is the acceptable decal for the display.



Referral Policy

Occasionally, the Drivers Cooperative - Colorado may invite riders and drivers to participate in referral programs to expand the customer base and membership of the cooperative. Participating in a referral program (either by referring your friends or family or signing up with a referral link or code) can be a great way for riders and drivers to receive rewards, discounts, or earn extra incentives that benefit the cooperative as well.

By accepting and sharing your referral link or code or by signing up with a referral link or code, you are immediately responsible to comply with this policy. Any violation of this policy will not only prevent you from participating in any referral program, but could also lead to the suspension or deactivation of your account.

Please note that these Rules are in addition to the Terms of Service as updated from time to time governing your use of Co-op Colorado and Co-op Driver as well as any agreement between drivers, riders, and the platform.

Eligibility to be a referrer/inviter.

Anyone may be a referrer/inviter who:

- is of legal age
- has an account in good standing.

Referrers/inviters can only have one account per person on Co-op Colorado and Co-op Driver. Accounts cannot be shared among multiple users for the purposes of increasing personal benefits or other actions that could harm the safety of riders/drivers, the credibility of the cooperative, or the overall good standing of the Drivers Cooperative - Colorado.

Eligibility to be a referee/invitee

Friends, family members, and other people you know or meet, except yourself, may be eligible to be referees/invitees. Eligibility requirements entail:

For Referring Service Users:

To receive rewards for referring someone who orders services through the apps, your referee/invitee must:

- Be a new user of that service or a user who has not used the service within a certain period of time.
- Must be eligible to use the app.
- Complete the actions required by the specific referral program.

For Referring Service Providers:

To receive a Referral Reward for referring someone who provides services through the apps, your referee/invitee must:

- Meet the eligibility criteria noted in the referral program
- Must be a new driver setting up an account with the cooperative.
- Meet all the eligibility conditions to become a driver for the cooperative.
- Use your referral link or code when they sign up to drive for the cooperative.
- Follow the instructions outlined by the referral program.

General Guidelines:

Your referees/invitees can only be referred once. If someone else has referred them and they have accepted that invitation, they cannot accept yours.

You will not earn rewards through the use of fake accounts/referrals. Such behavior might trigger a suspension or termination based on the severity of the infringement. Referrers/inviters cannot request themselves as riders, create duplicate/multiple accounts, accept trips without the intent to complete them, claim false fees or charges,

manipulate trip details, or engage in any other prohibited activities. See specific offer for additional referrer/inviter restrictions.

If you provide the cooperative with the contact information for your referees/invitees, you are responsible for securing the right to provide that information.

Invitees/referees who use a referral link or code or activate a referral offer must agree to share their progress toward the required number of trips or deliveries noted in the offer with the inviter. Once the invitee/referee completes the requirements specified in the offer or when the referral program expires, whichever is earlier, such sharing will cease.

The use of referral links or codes

The Drivers Cooperative - Colorado reserves the right to limit the number of times you may use or share your referral link or code based on the specific referral program you are participating in. To check if your link or code has a limit, refer to the terms of the specific referral program.

You agree that you will not:

- Duplicate, sell, or transfer your referral link or code, or share it publicly.
- Attempt to acquire referees/invitees through spamming, bulk emailing, or sending unsolicited emails. You should only email people you personally know.
- Use, display, or manipulate the cooperative's intellectual property, except to identify yourself as a user, referrer/inviter, or referee/invitee.
- Use scripts or automated methods to send invites or share your referral link or code.
- Make false or misleading statements to persuade someone to use your link or code.
- Use your referral link or code in any way that violates the law or the rights of others.

How to earn Referral Reward as a referrer/inviter

Rewards are disbursed once the cooperative acknowledges the compliance with the guidelines.

Referral rewards are discretionary and the amount of a referral reward and the requirements to get it can vary based on the rewards offered periodically by the co-op and that are in the best interest of the business and its members.

The coop reserves the right to set a limit on the number of times you may use your referral link or code. Rewards are not transferable, have no cash value, and may expire.

How to earn a Referral Reward as a referee/invitee

Referees/invitees may receive periodic discounts on rides as determined by the cooperative. The specific amount and type of discount will be communicated directly by the cooperative. To qualify for the reward, the invitee must have an activated account. Details regarding these offers will be outlined in their invitation.

Termination and changes

The Drivers Cooperative - Colorado retains the authority to modify, terminate, or temporarily suspend any part or entirety of its referral program, including the participation and reward eligibility of referrers/inviters and referees/invitees, at its discretion and for any reason. This includes instances of policy violation or breaches of agreements between you, the cooperative, and the platform. In the event of program termination, any unused or unredeemed rewards may be forfeited, with a notification period of 14 days provided for you to utilize or redeem your rewards.

The Drivers Cooperative - Colorado reserves the right to adjust its reward program policy as deemed necessary for the cooperative's, its members', and its riders' benefit.

Cancellation Policy

Cancellation fees might apply when canceling a pre-scheduled or on-demand ride with the Drivers Cooperative - Colorado.

On-Demand

You can cancel or edit a trip anytime via the Coop Colorado app. However, if you cancel after being matched with a driver, a cancellation fee may apply.

This fee compensates drivers for their time and effort in reaching your location.

You should request a ride only when you are ready and near the pickup location to avoid risks of cancellation from either or both parts.

Rider-initiated cancels

Cancellation fees may be charged to riders if they cancel the trip 3 or more minutes after requesting their ride. The amount you pay will depend on where you cancel during the trip. You will be charged either a minimum fee of \$5 or a fee based on the actual time and distance covered by the driver.

If you cancel a trip within 3 minutes after you request the ride, no cancellation fee will be applied.

You will be charged a cancellation fee if:

- You cancel the ride after a driver has been matched.
- More than 30 seconds after the driver accepts your ride.
- The driver is on their way to pick you up.
- The driver is scheduled to arrive within the designated pickup time.
- After your driver arrives.
- You are in the car and you decide to end the trip while en route
- You cancel 3 or more rides in a 15-minute timeframe.
- If a rider requests a ride for someone else, they will be charged any cancel or no-show fees for that ride.

You may be charged a no-show fee if you don't show up when your driver:

- Arrives to pick you up.
- Waits the allotted time or longer.
- Attempts to contact you, or you contacted your driver but you still don't show up.

Driver-initiated cancels

A driver member reserves the right to cancel a trip after they've been waiting at your pickup location for a total of 5 minutes. A cancellation fee at the expense of the rider will be applied; a minimum fee of \$5 or a fee based on the actual time and distance covered by the driver may apply.

Drivers reserve the right to end a trip while en route if the rider behaves in any manner that infringes our safety guidelines and code of conduct. The rider will have to be dropped off at a safe location and the driver must contact the authorities if needed.

Pre-scheduled Rides

When you request a pre-scheduled ride, the trip price you see will be an estimate which may be subject to change depending on the location of the pickup address

and/or the day and time of your trip. This fee is paid by riders for their driver's additional wait time and time/distance spent traveling to the pickup location.

The Drivers Cooperative - CO doesn't guarantee that a driver will accept your ride request. Your ride is confirmed once you receive your driver details.

Wait time varies. You can cancel for free up to 60 minutes before your scheduled pick-up time. If you cancel within 60 minutes of your pick-up time, a cancellation fee equal to 30% of the fare may apply. No cancellation fee will be charged if no driver has confirmed your trip.

A reservation can be canceled without charge if the driver is 5 or more minutes late at the time of dispatch and has not communicated with the rider.

The fee will be waived if your Driver hasn't made any progress toward your location or if your Driver is driving further away from the pick-up location. In that case, the cancellation fee will be waived for the rider and drivers won't receive the cancellation fee.

You will receive a notification once your driver is en route.

Dispute a fee

If you think you were wrongly charged a cancel or no-show fee, you can dispute the charge by reaching out to ridersupport@coloradodriversonline.com (for riders) or driversupport@coloradodriversonline.com (for drivers)

Lost and Found Policy

Passengers must always check their seats before exiting the vehicle at the end of a trip with the Drivers Cooperative - CO. Neither the cooperative nor drivers are responsible for any item left in the car after the ride ends, regardless of their type or value. We cannot guarantee that a driver has your lost item nor that we will be able to retrieve it.

If your item is returned, a \$18 return fee will be charged to the rider's account. The entire amount of the return fee will go to drivers to compensate them for their time.

For Drivers: What to do if you find something in your car?

As a driver, you are not responsible for any object you find in your vehicle. If you find something in your car, you can take the following actions at your discretion:

- Reach out to the rider directly to let them know you found the item they lost on their last trip with you
- Return the item to a lost and found box the at DCC headquarters
- Wait for the rider or the cooperative to reach out to you before taking any other action
- Dispose of the item if no claim has been received within a reasonable amount of time

If you coordinate with the rider about returning the item, expect a \$18 return fee to be deposited to your account.

For Rider: What to do if you lose something in the car?

As a rider, you are responsible for any loss of personal belongings. If you lose something during your ride with DCC, you can take the following actions at your discretion:

- Reach out to the person who drove you to your destination to check if they have it. If so, you can arrange with them about the best way to retrieve your item. You cannot demand a driver to deliver the lost item to you.
- Be ready to pay a \$18 return fee if the driver accepts to drive to return the item
- Visit the office to check if the item was returned to our headquarters

We will do our best to help you if you misplace anything on one of our rides, but as previously stated, please note that neither the cooperative nor the driver-members are responsible for lost items.

Drivers Cooperative-CO Trademark and Brand Use Policy

What is a trademark?

A trademark is a form of intellectual property used to distinguish one goods or services supplier from another. It consists of all the aspects of the brand that set one producer/company apart from the others. It includes logos, slogans, signs, symbols, and their combination and more.

What are our trademarks?

The trademarks used by DCC include:

1. Our DCC Logo



2. "Fair fares. Higher-wages. Driver-owned" slogan
3. Co-op Colorado and Co-op Drivers app designs



4. Drivers Cooperative - Colorado and DCC names
5. Our website designs.
6. Any variations of the logo

This list is subject to updates as we develop, use, and/or trademark more material.

How can you use a trademark and branding as a DCC member or customer?

DCC members include drivers, employees and board members. All driver-members and customers must use the DCC trademarks in the best interest of the cooperative. Allowed trademark and brand usage includes:

- Using and sharing company-issues marketing materials
- Reposting trademarks on social media
- Promoting the business with other value-aligned customers and businesses
- Descriptive use to describe the services offered by the cooperative.
- Express opinions and comments with reference to the trademark
- Truthfully referring and identifying DCC
- You may use the DCC marks on t-shirts and stickers to show your support if and only if:

- You give the products for free in a non-commercial way.
- Your use does not suggest that DCC sponsored, promoted, or was involved in creating or offering your products.
- You do not advertise or give away more than 50 units online. If you wish to give away more than 50 units online, use our trademark in a way that is not outlined in this policy, you must first obtain permission from the cooperative management body.

What constitutes a trademark infringement?

Nothing in this policy is intended to limit the freedom of opinion of those involved in any ways with the cooperative. However, all members, customers, and the public must refrain from:

- Improperly using the trademark to spread false or misleading information about the cooperative
- Using the brand name and trademark to advance personal goals at the detriment of the cooperative and its members.
- Using the trademark to commit fraud of any kind.
- Doing anything to suggest that the cooperative endorses or sponsors one’s use of the trademark.
- Doing anything to suggest a formal affiliation between you and the cooperative when it does not exist.
- Using any of our marks as part of trade name, trademark, domain name, or internet account name to suggest a false formal affiliation.

The cooperative reserves the right to update this policy as new conditions for trademark usage arise. To report trademark infringement, please reach out to info@coloradodriversonline.coop.

Terms of Service

TERMS OF SERVICE AGREEMENT

This Terms of Service Agreement (this “Agreement”) constitutes a legally binding agreement between you and Drivers Cooperative – Colorado, LCA (“TDC-CO”) and its subsidiaries, representatives, affiliates, officers, and directors governing the use of TDC-CO’s rideshare Services, as defined herein, and any related content or services, including mobile and/or web-based applications.

Article I. DESCRIPTION OF SERVICES

TDC-CO’s Co-op Ride Application (“Rider App”) provides access to rideshare services (“Services”) that implement technology to match Drivers using the Co-op Driver Application (“Driver App”) (“Drivers” are those persons providing Services

utilizing the Driver App) with Users of the Rider App (collectively with the Driver App, the “Co-op Apps”) to arrange and schedule Services for users of the Rider App (“Riders”). TDC-CO provides Services solely for the individual, personal, and noncommercial use of Riders unless otherwise agreed by TDC-CO and the Driver or Rider (collectively, “User”).

Article II. CONTRACTUAL RELATIONSHIP

Section 2.01 Driver Relationship.

(a) All Drivers using the Driver App are independent contractors. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship nor a partnership or joint venture relationship between the parties or between one party and the other party's employees or agents. Driver has no authority to bind TDC- CO, and Driver shall not hold themself out as an employee, agent or authorized representative of TDC-CO.

(b) TDC-CO does not, and shall not be deemed to, direct or control Driver generally or Driver’s performance under this Agreement, including in connection with Driver’s provision of Services, Driver’s acts or omissions, or Driver’s operation and maintenance of Driver’s vehicle. Driver retains the sole right to determine when, where, and for how long Driver will utilize the Driver App subject to and limited by TDC-CO’s rights contemplated under this Agreement. TDC- CO does not, and shall not be deemed to, prescribe specific dates, times of day, or any minimum number of hours for Driver to utilize the Driver App. Driver retains the option to accept, decline or ignore a Rider’s request for Services or to cancel an accepted request for Services, subject to TDC-CO’s then-current cancellation policies. TDC-CO does not, and shall not be deemed to, require Driver to accept any specific request for Services as a condition of maintaining access to the Driver App. Except for any signage required by applicable law, permit, or licensing rules or requirements, and apart from any required TDC-CO Driver vehicle identification signage as may be required by TDC-CO in its sole discretion, TDC-CO shall have no right to require Driver to (i) display TDC-CO’s name, logo or colors on Driver’s vehicle(s), or (ii) wear a uniform or any other clothing displaying TDC-CO’s name, logo or colors. Driver acknowledges and agrees that Driver has complete discretion to provide services or otherwise engage in any other business or employment activities, including, but not limited to, providing services similar to the Services

contemplated by this Agreement for other companies, and TDC-CO does not, and shall not be deemed to, restrict Driver from engaging in any such activity.

Section 2.02 Rider Relationship. Rider’s access and use of the Services constitutes Rider’s agreement to be bound by this Agreement. If Rider does not agree to the terms of this Agreement, Rider may not access or use the Services contemplated hereby. This Agreement expressly supersedes prior agreements or arrangements with Rider. TDC-CO may immediately terminate this Agreement and any Services with respect to Rider or generally cease offering or deny access to the Services or any portion thereof, at TDC-CO’s sole discretion at any time and for any reason.

Article III. MODIFICATIONS

TDC-CO may modify this Agreement and any information on pages referenced by hyperlinks within this Agreement from time to time. Continued use of the Co-op Apps following modification of these terms of service or pages referenced by hyperlinks shall constitute User’s acceptance of such changes.

Article IV. USER ACCOUNTS

To use the Co-op Apps, each User shall create a User Account, defined below. Each eligible person may create a maximum of one Rider App account (“Rider Account”) and one Driver App account (“Driver Account”). TDC-CO may deactivate any additional or duplicate accounts. User may not allow other persons to use their Drive or Rider Account (collectively, “User Account”). User may not use their User Account on behalf of any third party, except as otherwise expressly permitted by TDC-CO.

Article V. ELIGIBILITY

Section 5.01 Generally. The Co-op Apps may only be used by individuals who have the right and authority to enter into this Agreement and are fully able and competent to satisfy its terms, conditions, and obligations contemplated herein. The Co-op Apps are not available to Users who have had their User Account temporarily or permanently deactivated.

Section 5.02 Minors. Users represent and warrant that they are at least eighteen (18) years old or older. Notwithstanding the foregoing, if User is the parent or legal guardian of a sixteen (16) or seventeen (17) year old minor, User may create a User Account for such minor to use the Rider App subject to the following requirements and restrictions:

- (a) User ensures that the minor’s use of the Co-op Apps is limited solely to accessing and using rider Services, as applicable, where expressly permitted by TDC-CO;

- (b) User determines that the Services and/or third-party services are suitable for the minor;
- (c) User ensures that the minor's use of the Rider App and Services and/or third-party services is done in compliance and acknowledgment of all applicable safety instructions and warnings in this Agreement and any supplemental agreements, as applicable; and
- (d) User ensures that the minor does not request or accept any Services unless accompanied by User or an authorized guardian.

Article VI. NETWORK ACCESS AND DEVICES

User is responsible for obtaining the data network access necessary to utilize Services. If User accesses or uses the Services from a wireless-enabled device, User's mobile network's data and messaging rates and fees may apply, and User shall be responsible for such rates and fees. User is responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and any associated applications, including any updates thereto. TDC-CO does not guarantee that the Services, or any portion thereof, will function on any User's hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

Article VII. LICENSE AND INTELLECTUAL PROPERTY

Section 7.01 Ownership And License. Subject to User's compliance with this Agreement, TDC-CO grants User a revocable, limited, nonexclusive, non-sublicensable, and nontransferable license, subject to the limitations imposed by Section 7.02, (i) to access and use the Co-op Apps on User's personal device solely in connection with User's use or delivery of the Services, as applicable, and (ii) to access and use any content, information and related materials that may be made available through the Services, in each case solely for User's personal, noncommercial use and subject to the terms contained herein. Any rights not expressly granted to User herein are reserved by TDC-CO and TDC-CO's licensors.

Section 7.02 License Restrictions. Users shall not (i) reproduce, modify, distribute, license, lease, sell, rent, lend, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services, except as expressly permitted by TDC-CO; (ii) modify, adapt, decompile, translate, reverse engineer, decipher, or otherwise disassemble the Co-op App; (iii) cause or launch any programs or scripts

for the purpose of, or which result in, unduly burdening or hindering the operation and/or functionality of any aspect of the Services; (iv) attempt to gain unauthorized access to or impair any aspect of the Co-op App or its related systems or networks; (v) remove any copyright, trademark or other proprietary notices from any portion of the Co-op App; (vi) frame, link to, or mirror any part of the Co-op Apps except as expressly permitted by TDC-CO; (vii) use any process for the purpose of retrieving, indexing, scraping, “data mining”, copying, accessing, acquiring information, generating impressions or clicks, inputting or storing information, searching, or monitoring any portion of the Co-op Apps.

Section 7.03 Ownership. The Co-op App and all rights, title, and interest, including all related intellectual property rights therein, are and shall remain the property of TDC-CO and/or its affiliates, as applicable. This Agreement does not constitute or contemplate a sale, nor does it convey or grant Users any rights in or related to the Services, or any intellectual property rights owned by TDC-CO and/or its affiliates, as applicable.

Article VIII. CHARGES

Section 8.01 Charges Generally. Rider understands that requests or use of Services or third- party services may result in charges to Rider and/or to an organization, if applicable. Rider

acknowledges that fees for Services provided to Rider include fares and other applicable fees, tolls, surcharges, taxes, and other fees as set forth in this Agreement (collectively, “Charges”), plus any tips to the Driver that Rider elects to pay.

Section 8.02 Fares. Rider agrees to pay fares in exchange for provision of Services. The fares are exclusive of taxes, levies, duties, governmental charges, and expenses (with the exception of any service provider's income taxes) and will be billed to and paid by Rider.

Section 8.03 Tipping Drivers. Following a ride, Rider may elect to tip their Driver in cash or through the Rider App. Rider may also elect to set a default tip amount or percentage through the Rider App. Any tips will be paid in its entirety to the applicable Driver.

Section 8.04 Third-Party Payment Processing. Payment processing services for TDC-CO’s Co-op Apps are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#)

(collectively, the “Stripe Services Agreement”). By agreeing to these terms or continuing to operate as a User on Co-op Apps, User agrees to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Co-op Apps enabling payment processing services through Stripe, User agrees to provide TCD-CO accurate and complete information about User and User’s business, and User authorizes TCD-CO to share the information, including transaction information, related to User’s use of the payment processing services provided by Stripe.

Section 8.05 Card Payment Authorization. Upon addition of a new payment method or each request for Services, TDC-CO may seek the authorization of Rider’s selected payment method to verify such payment method and ensure sufficient funds to cover applicable Charges. The authorization is not a Charge, however, it may reduce Rider’s available credit by the authorization amount until Rider’s bank’s next processing cycle. Should the amount of such authorization exceed the total funds on deposit in Rider’s account, Rider may be subject to overdraft or NSF charges by the bank issuing Rider’s debit or prepaid card. TDC-CO shall not be responsible for overdraft or NSF charges, and TDC-CO is unable to assist Rider in recovering such from Rider’s issuing bank.

Section 8.06 Coupons. Rider may receive coupons, credits, discounts, or other promotions (collectively, “Coupons”) from time to time that Rider may apply toward payment of certain Charges. Coupons are valid only for use on the Rider App and are not transferable or redeemable for cash, except as required by applicable law. Coupons cannot be combined unless expressly provided otherwise. If the cost of Rider’s Charges exceeds the applicable Coupon value, TDC-CO may charge Rider’s payment method on file for the Charges that exceed the Coupon amount. TDC- CO may deduct amounts attributable to the service fee, tolls, or other charges before application of the Coupon. Additional restrictions on Coupons may apply as communicated to Rider in a relevant promotion or by clicking on the relevant Coupon within the “rewards” section of the Rider App.

Section 8.07 Authority To Modify Charges. TDC-CO has the authority and reserves the right to determine and modify pricing by posting applicable pricing terms. Pricing may vary based on the type of Service Rider requests. Rider shall be responsible for all Charges incurred under Rider’s Rider Account regardless of Rider’s awareness of such charges or the amounts thereof.

Article IX. FEES

Section 9.01 Service Fee. TDC-CO may charge a “Service Fee” for each ride.

Section 9.02 Cancellation Fee. If Rider’s final destination is not the same as the destination in Rider’s Service request, the time or distance of Rider’s Services differs substantially from Rider’s quoted fare, or if Rider engages in a Restricted Activity, as defined herein, TDC-CO may, at TDC- CO’s sole discretion and determination, update the fare to reflect time and distance traveled and/or cancel the fare quote and/or charge Rider a cancellation fee, as applicable. TDC-CO may also charge a fee if Rider fails to utilize Services after making a request within the Rider App.

Section 9.03 Cleaning Fee. Rider shall pay for all necessary cleaning of Driver’s vehicles resulting from use of Services under Rider’s account that exceeded normal wear and tear. If Driver reports the need for cleaning, TDC-CO will verify such report at TDC-CO’s reasonable discretion. Upon verification, TDC-CO may charge Rider’s account a reasonable cleaning fee, using Rider’s default payment method as designated in the Rider App. Cleaning Fees will be transferred by TDC- CO to the applicable Driver and are non-refundable.

Section 9.04 Damage Fee. If a Driver reports that Rider has materially damaged the Driver’s vehicle, TDC-CO may charge Rider a “Damage Fee” of up to \$250, depending on the extent of the damage, as determined by TDC-CO in its sole discretion, applied towards vehicle repair. TDC- CO may verify or otherwise require documentation of damages prior to processing the Damage Fee, and Driver agrees to use reasonable efforts to provide TDC-CO with such requested documentation.

Section 9.05 Abuse Fee. If TDC-CO receives a credible report that Rider has utilized the Rider App in a manner inconsistent with this Agreement, TDC-CO may charge Rider an “Abuse Fee” of up to \$250, as determined by TDC-CO in its sole discretion. TDC-CO may verify or otherwise require documentation of abuse prior to processing the Abuse Fee.

Section 9.06 Other Fees. Other fees and surcharges may apply to Rider’s Services, including, but not limited to, actual or anticipated airport fees, state fees, local fees, event fees, fuel surcharges, wait time fees, or distance surcharges as determined by TDC-CO or its marketing partners. In addition, where required by applicable law, TDC-CO will collect applicable taxes.

Section 9.07 Refunds. If Driver cancels an accepted Service, Rider will be refunded applicable Charges for Services not rendered. If Rider cancels an ordered Service, all

Charges are non-refundable except to the extent required by applicable law. This policy shall apply at all times regardless of the reasoning behind Rider's decision to terminate usage of the Rider App or any disruption to the Rider App, the Services, or third-party services, except for events contemplated by Section 21.07 of this Agreement.

Article X. DRIVER'S REPRESENTATIONS AND WARRANTIES

Section 10.01 Driver's General Representations and Warranties. Driver represents, warrants, and agrees to each of the following:

- (a) Driver possesses a valid driver's license and is authorized and medically fit to operate a motor vehicle;
- (b) Driver possesses all appropriate licenses, approvals, and authority to provide transportation to Riders in all jurisdictions in which Driver provides Services;
- (c) Driver owns, or has the legal right to operate, the vehicle Driver uses when providing Services, and the vehicle used is in good operating condition and meets the industry safety standards, standards set by TDC-CO, and all applicable statutory and state requirements for a vehicle of its kind and any and all applicable safety recalls have been remedied per manufacturer instructions;
- (d) Driver will not engage in reckless behavior while driving, drive unsafely, operate a vehicle that is unsafe to drive, permit an unauthorized third party to accompany Driver in the vehicle while providing Services, provide Services as a Driver while under the influence of alcohol or drugs, nor take action that harms or threatens to harm the safety of others;
- (e) Driver will only provide Services using the vehicle that has been reported to and approved by TDC-CO (an "Approved Vehicle") and for which a photograph has been provided to TDC-CO;
- (f) Driver will not transport more passengers than can securely be seated in the Approved Vehicle (and no more than seven (7) passengers in any instance);
- (g) Driver will not, while providing Services for TDC-CO, operate as a public or common carrier or taxi service;
- (h) Driver will not accept street hails, charge for rides (except as expressly provided in this Agreement), demand that Rider pay in cash, or use any credit card

readers (such as a Square Reader) to accept payment or engage in any manner that is inconsistent with Drivers obligations under this Agreement;

(i) Driver will not attempt to defraud TDC-CO or Riders in connection with the provision of the Services rendered hereunder (if it is suspected that Driver has engaged in fraudulent activity, TDC-CO may withhold applicable payments for the ride(s) in question and take any other action against Driver available under applicable law);

(j) Driver has a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements and requirements set by TDC-CO and the State of Colorado) that names or schedules the Driver for the operation of the Driver's Approved Vehicle;

(k) Driver will pay all applicable federal, state, and local taxes based on Driver's provision of Services and any payments received.

Section 10.02 Nondiscrimination; Reasonable Accommodations. Driver shall not discriminate against Riders. Driver covenants that, while providing Services hereunder, Driver will not discriminate against Riders on the basis of gender, social class, race, political affiliation, age, sex, or religion, or any other protected class. Driver shall make reasonable accommodations as required by applicable law for those Riders traveling with service animals or Riders utilizing wheelchairs or other mobility devices that can be folded for safe and secure storage in the trunk or backseat of the applicable Driver's Approved Vehicle.

Article XI. DRIVER'S DISCLOSURES; RECORD ACCESS

Driver agrees that TDC-CO may obtain information about Driver, including Driver's criminal and driving records. Driver will provide criminal and driving records upon request and agrees to provide any necessary authorizations to facilitate TDC-CO's, or its agents or affiliates', access to such records during the term of this Agreement.

Article XII. DRIVER PAYMENTS

Section 12.01 Payment Generally. Drivers must submit all required documentation to be paid, including but not limited to name, address, social security number, and, if the Driver so desires, the employment identification number of their business entity, if any, as well as all documents required by applicable law and/or regulation to provide Services hereunder. TDC-CO processes pay daily by direct deposit but may change payment frequency or method from time to time. TDC- CO makes no

guarantee of providing work for Driver, and access to the Driver App may be revoked in cases of misconduct or to protect the interests of the TDC-CO. TDC-CO charges a twenty percent (20%) commission on trips from Drivers and, in some cases, bills customers a processing fee or service charge. All policies or protocols are subject to change at the sole discretion of TDC-CO. Drivers will be notified by TDC-CO in advance of any changes made to direct deposit and payment processing.

Section 12.02 Driver Payment Adjustments. TDC-CO will collect payments owed to Drivers by Riders and other third parties as Driver's limited payment collection agent, and Driver agrees that the receipt of such payments by TDC-CO satisfies the payer's obligation. TDC-CO reserves the right to adjust or withhold all or a portion of such payment or other payment owed to Driver (except tips) if: (i) TDC-CO believes that Driver has attempted to defraud or abuse Riders, TDC-CO, or TDC-CO's payment systems, (ii) in order to resolve a Rider complaint (e.g., Driver took an inefficient route or failed to properly end a particular instance of Services in the Driver App when the ride was over), or (iii) if Driver ends a ride at a location that is different than the destination submitted through the Rider App. TDC-CO's decision to adjust or withhold the Driver Fare or other payment in any way shall be exercised in a reasonable manner at the sole discretion of TDC-CO. If Driver has agreed to any other amounts being deducted from due payments with any party (such as vehicle rental or lease payments), those amounts will be deducted before remittance to Driver, and TDC-CO may determine the order of these other deductions if allowed by law. TDC-CO will use reasonable efforts to ensure that its Service Fee and any other payments to Driver will be paid daily. Driver acknowledges and agrees that all payments owed to Driver shall not include any interest and will be net of any amounts that TDC-CO is required to withhold by law.

Article XIII. COMMUNICATIONS

By creating an account, User agrees to receive text (SMS) messages and/or e-mails as part of the normal business operation of TDC-CO and to enable TDC-CO to provide Services hereunder. User authorizes TDC-CO to share notifications, including, but not limited to, rideshare booking confirmations, trip notifications, promotional emails, and additional communications related to User's Services. Users may opt out of receiving text messages and/or emails from TDC-CO at any time by filling out a claim at info@coloradodriversonline.com. User acknowledges that opting out of receiving text messages and/or emails may impact use of the Services.

Article XIV. RESTRICTED ACTIVITIES; TERMINATION

Section 14.01 Restricted Activities. Users engaging in any of the following acts (collectively, a “Restricted Activity”) during use of the Co-op Apps and third-party services may have their account terminated, and User acknowledges and agrees that User shall not:

- (a) transfer, lend, sell, or lease a User account, password, or any other identifying information related to User’s use of the Services to any other party;
- (b) impersonate or misrepresent any person or entity in relation to User’s use of Services;
- (c) use a false email address, name, or other identifying information in relation to User’s use of Services;
- (d) violate any law, statute, rule, ordinance, regulation, or permit while delivering or receiving Services hereunder;
- (e) discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity or expression, physical or mental disability, medical condition, marital status, age, sexual orientation, or other protected class;
- (f) commercialize the Services without the express, written authorization of TDC-CO;
- (g) post, email, or otherwise transmit any malicious code, files, or programs designed to interrupt, damage, destroy, interfere with, or limit the functionality of the Co-op Apps;
- (h) manipulate identifiers or communications to disguise the origin of any information transmitted through the Rider App; or
- (i) cause any third party to engage in the above-listed Restricted Activities while Services are rendered hereunder.

Section 14.02 Termination. This Agreement may be terminated:

- (a) by User upon deletion of the applicable Co-op App, except in the case of a breach of this Agreement (the terms of this Agreement will continue to apply to any Services provided prior to such deletion);

(b) by TDC-CO, if it determines that User has engaged in any of the above Restricted Activities or violated any other term of this Agreement;

(c) by TDC-CO, in the event that: (i) User is no longer eligible to qualify as a User; (ii) Driver no longer qualifies to provide Services or to operate the Approved Vehicle under applicable law, rule, permit, ordinance or regulation; (iii) User falls below TDC-CO's minimum star rating or cancellation threshold; (iv) TDC-CO has a good faith belief that such action is necessary to protect the safety of TDC-CO, its agents or affiliates, and/or third parties.

Users will be given notice of any actual or potential termination of User's account and given an opportunity to cure the issue to TDC-CO's reasonable satisfaction prior to TDC-CO permanently terminating this Agreement and User's account. If the breach is cured in a timely manner and to TDC-CO's satisfaction, this Agreement will not be permanently terminated.

Article XV. DISCLAIMERS

Section 15.01 As Available Disclaimer. Services rendered from the Co-op Apps will be provided with due care and commercially reasonable skill. However, given the nature of the Services, including the Service's reliance on systems and services not owned or controlled by TDC-CO, TDC-CO cannot covenant that the Service will be continuous, fault-free, accessible at all times or that the Service is available within a given location.

Section 15.02 App Store Disclaimer. This Section 15.02 applies to any version of the Co-op App that User acquires from the Apple App Store. This Agreement is entered into between User and TDC-CO and its subsidiaries, representatives, affiliates, officers, and directors. Apple, Inc. ("Apple") is not a party to this Agreement and shall have no obligations with respect to the Co-op Apps. TDC-CO, not Apple, is solely responsible for the Co-op Apps and the content thereof, as set forth hereunder. However, Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement. Upon User's acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against User as a third-party beneficiary thereof. This Agreement incorporates by reference [Apple's Licensed Application End User License Agreement](#), for purposes of which, User is the "end-user." In the event of a conflict between the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement shall control.

Section 15.03 Identity Disclaimer. TDC-CO cannot guarantee the identity of each Rider or Driver at the time Services are provided. Please use common sense when using the Co-op Apps, and third-party services, including confirming the photo of the User provided on the applicable Co-op App to ensure the individual that User sees in person is associated with the applicable Co- op App. Please note that there are also risks of dealing with underage persons or people acting under false pretense, and TDC-CO does not accept responsibility or liability for any content, communication, or other use or access of the Co-op Apps by persons under the age of eighteen (18) in violation of this Agreement. TDC-CO encourages Users to communicate directly with each potential User prior to engaging in a Service hereunder.

Article XVI. INDEMNITY

User agrees to indemnify and hold harmless TDC-CO and its affiliates, subsidiaries, parents, successors, and assigns, and each of TDC-CO's respective directors, officers, employees, and agents for all claims, demands, liabilities, and expenses (including reasonable attorneys' fees) arising out of or in connection with (i) User's use of the Services or goods obtained through User's use of the Services; (ii) User's breach of any of this Agreement or the agreements and terms and conditions that this Agreement incorporates by reference; (iii) any allegation that any materials that User transmit through the Co-op Apps or to TDC-CO infringes, misappropriates, or otherwise violates the copyright, trademark, trade secret, intellectual property rights, or other rights of any third parties; (iv) Driver's ownership, use or operation of an Approved Vehicle, including Driver's provision of Services as a Driver; and/or (v) any other activities in connection with the Co-op Apps or the Services.

Article XVII. LIMITATION OF LIABILITY

TDC-CO, INCLUDING ITS AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS, AND ASSIGNS, AND EACH OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES OR SPONSORS (COLLECTIVELY "TDC-CO" FOR PURPOSES OF THIS Article XVII), SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, DELETION, CORRUPTION, LOST DATA, PERSONAL INJURY (INCLUDING DEATH), FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE CO-OP APPS, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THE CO-OP APPS, SERVICES, OR THIS AGREEMENT, HOWEVER ARISING INCLUDING NEGLIGENCE,

EVEN IF TDC-CO OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OR DELIVERY OF SERVICES.

THE CO-OP APPS MAY BE USED BY USER TO REQUEST AND SCHEDULE SERVICES OR THIRD-PARTY SERVICES WITH THIRD-PARTY PROVIDERS, BUT USER AGREES THAT TDC-CO HAS NO RESPONSIBILITY OR LIABILITY TO USER RELATED TO ANY SERVICES OR THIRD-PARTY SERVICES SET FORTH IN THIS AGREEMENT. FOR CLARITY AND WITHOUT LIMITING THE FOREGOING, TDC-CO HAS NO RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH USERS USE OF OR RELIANCE ON SERVICES OR THIRD-PARTY SERVICES SET FORTH IN THIS AGREEMENT OR ANY TRANSACTION OR RELATIONSHIP BETWEEN USER AND ANY THIRD-PARTY PROVIDER. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF SUCH LAWS ARE APPLICABLE TO USER, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO USER, AND USER MAY HAVE ADDITIONAL RIGHTS GRANTED UNDER APPLICABLE LAW.

TDC-CO SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) USER'S USE OF OR RELIANCE ON THE SERVICES OR USER'S INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN USER AND ANY THIRD-PARTY PROVIDER, EVEN IF TDC- CO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TDC-CO SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND TDC-CO'S REASONABLE CONTROL. USER ACKNOWLEDGES THAT THIRD-PARTY TRANSPORTATION PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH SOME REQUEST BRANDS MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED.

THE LIMITATIONS AND DISCLAIMERS OF THIS ARTICLE XVII DO NOT PURPORT TO LIMIT LIABILITY OR ALTER USER'S RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

Article XVIII. DISPUTE RESOLUTION; ARBITRATION

Section 18.01 Arbitration. User agrees that any dispute or claim arising from or relating to this Agreement shall be settled by final and binding arbitration, using the English language, administered by the American Arbitration Association (the “AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, unless otherwise required by applicable law or mutually agreed to in writing by TCD-CO and User. The arbitration will be conducted by a sole arbiter in accordance with AAA Rules. Judgment on the arbitration award may be entered in any court of competent jurisdiction. Any arbitration or mediation under this Agreement will take place on an individual basis, and User acknowledges and agrees that User waives any right or demand for class arbitrations and class actions. User understands that by entering into this Agreement, User and TDC-CO each waive the right to trial by jury or to participate in a class action lawsuit. Each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbiter or mediator, as applicable. Notwithstanding the foregoing, User may assert User’s claim to the “small claims” court located in Denver, Colorado, but only if User’s claim qualifies, User’s claim remains in such court, and User’s claim remains on an individual, non-representative, and non-class basis.

Section 18.02 United States Legal Compliance. User and TDC-CO agree to operate in full compliance with all United States and Colorado governmental laws, regulations, and requirements applicable to TDC-CO’s obligations and to maintain all licenses, permits, and approvals required for TDC-CO and User’s performance under this Agreement.

Section 18.03 Attorneys’ Fees. If TDC-CO or User incurs any legal fees arising out of or associated with the enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees and any court, arbitration, mediation, or other reasonable litigation expenses from the non-prevailing party.

Section 18.04 Time Limitation to Bring Action. NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT MORE THAN ONE

(1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE ON AN OPEN ACCOUNT.

Article XIX. CONFIDENTIALITY

Drivers shall not use (i) any technical, financial, strategic, and other proprietary and confidential information relating to TDC-CO's business, operations, and properties, (ii) information about a User made available to Driver in connection with such User's use of the Co-op Apps, including, but not limited to, the User's name, pick-up location, contact information and photo (collective, "Confidential Information") disclosed to Driver by TDC-CO or the Co-op Apps for Driver's own use or for any purpose other than as described in this Agreement. Driver shall not disclose or permit disclosure of any Confidential Information to third parties, nor shall Driver store any Confidential Information obtained from Co-op Apps separate and outside of Co-op Apps.

Drivers understand that some Confidential Information received by Driver may be protected by federal and/or state confidentiality laws. Driver shall not disclose to anyone the identity of the Rider or the location where the Rider's Services originated or ended, except as required by law. Driver understands that any violation of this Article XIX may violate applicable law and could result in civil or criminal penalties against Driver. Driver shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information.

Notwithstanding the above, Driver shall not have liability to TDC-CO with regard to the disclosure of Confidential Information to the extent Driver can prove that the information (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of Driver;

(ii) was known to Driver, without restriction, at the time of disclosure, as demonstrated by evidence in existence at the time of disclosure; (iii) is disclosed with prior written consent; (iv) becomes known to Driver, without restriction, from a source without breach of this Agreement by Driver and otherwise not in violation of applicable law; (v) is disclosed pursuant to an order or requirement of a court, administrative agency, or other governmental body; provided, however, that Driver shall provide prompt notice of such court order or requirement to TDC-CO to enable TDC-CO to seek a protective order or otherwise prevent or restrict such disclosure, or (vi) was disclosed by Driver as a whistleblower or similar disclosure permitted by law.

Article XX. Warranty; Limitation of Warranty

Section 20.01 Warranty. TDC-CO does not warrant in any form the results or achievements of the Services provided hereunder or the resulting work product and

deliverables arising from the Co-op Apps. TDC-CO warrants that the Services will be performed by qualified personnel in a professional manner in accordance with generally accepted industry standards and practices. TDC- CO shall comply with all statutes, ordinances, regulations, and laws of all international, federal, state, county, municipal, or local governments applicable to performing Services hereunder.

Section 20.02 Limitation Of Warranty; Exclusive Remedy. THE WARRANTY SET FORTH IN ARTICLE XX IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, HOWEVER ARISING, INCLUDING, BUT NOT LIMITED TO, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT OR AS TO THE RESULTS

WHICH MAY BE OBTAINED THEREFROM. TDC-CO DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. USERS EXCLUSIVE REMEDY FOR BREACH OF THE WARRANTY PROVIDED HEREUNDER IS REPERFORMANCE OF THE SERVICES, OR IF REPERFORMANCE IS NOT POSSIBLE OR CONFORMING, REFUND OF ANY AMOUNTS PAID UNDER THIS AGREEMENT FOR SUCH SERVICES.

Article XXI. Miscellaneous

Section 21.01 Governing Law. This Agreement shall be governed by the laws of the State of Colorado without regard to its conflict of laws principles. The parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Denver County, Colorado, in accordance with Section 18.01.

Section 21.02 Translation Interpretation. This Agreement is executed in English. If this Agreement is translated into any other language, this version in English shall be controlling on all questions or interpretations and performance.

Section 21.03 Survival. Each term and provision of this Agreement, which should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either party to this Agreement.

Section 21.04 Severability. Each provision of this Agreement is intended to be severable. If any term or provision hereof is held by a court of law to be in violation

of an applicable local, state, or federal ordinance, statute, law, administrative or judicial decision, public policy or for any other reason, and if such court should declare such provision of this Agreement to be illegal, invalid, unlawful, void, voidable, or unenforceable as written, then such provision shall be given full force and effect to the fullest extent that is legal, valid and enforceable, the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void, voidable or unenforceable provision was not contained herein, and the rights, obligations and interests of the parties under the remainder of this Agreement shall continue in full force and effect. If any provision is held to be unenforceable, the court making such determination shall have the power to, and shall, modify such provision to the minimum extent necessary to make such provision, as so modified, enforceable, and such provision shall then be applicable in such modified form.

Section 21.05 Publicity. TDC-CO shall be free to disclose to the public that User is a user of Co- op Apps and may use User's name to make such a statement.

Section 21.06 Assignment. User may not assign, delegate, or otherwise transfer its obligations under this Agreement without the prior written consent of TDC-CO, which shall not be unreasonably withheld. User shall remain liable for all User's obligations even in the case of permitted assignment, delegation, or other transfer not constituting a complete novation evidenced by a written agreement among the parties thereto.

Section 21.07 Force Majeure. Neither party shall be held responsible or liable hereunder for any failures or delays in the performance of its obligations under this Agreement if such failure or delay is caused by activities or factors beyond its reasonable control, including without limitation,

war, civil commotion, inclement weather, strikes or labor disputes, lockouts, accidents, fires, floods, earthquakes, telecommunications line failures, electrical outages, network failures, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, terrorism, or acts of God, in addition to any and all events, regardless of their dissimilarity to the foregoing, deemed to render performance of the Agreement impracticable or impossible under applicable law, for so long as such force majeure event is in effect. TDC-CO and User shall use reasonable efforts to notify the other party of the occurrence of a force majeure event within five (5) business days of its occurrence. Notice shall include a description of the force majeure event and a description of the obligation that User was unable to perform.

Section 21.08 Headings; Construction. The headings and captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the provisions to which they appertain. This Agreement shall not be construed more strongly against either party, regardless of which party is responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting party.

Section 21.09 Contact Us. If User has any questions about these Terms of Service, User can contact TCD-CO at info@coloradodriversonline.com.

Section 21.10 Privacy. User's use of the Co-op Apps shall bind User to this Agreement as well as to the terms of TDC-CO's [Privacy Policy](#), which is hereby incorporated by reference.

PRIVACY POLICY OF DRIVERS COOPERATIVE-COLORADO

This Privacy Policy (this “Policy”) applies to all Users (including Driver applicants) and to the Co-op Apps and Services, websites, features, and other services (collectively, the “Platform”). Capitalized terms not defined herein shall have the meaning set forth in the Terms of Service Agreement.

Article I. THE INFORMATION TDC-CO COLLECTS

When you use the Platform, TDC-CO collects the information you provide, such as usage information and information about your device. We also collect information about you from other sources like third-party services and optional programs in which you participate, which we may combine with other information. The type of information we collect is detailed below.

Section 1.01 Information You Provide to Us.

(a) Account Registration. When you create an account with TDC-CO, we collect the information you provide us, such as your name, email address, phone number, birth date, and payment information. You may choose to share additional information with us for your account, like your photo or saved addresses (e.g., home or work) and other enabled preferences (such as your preferred pronouns).

(b) Driver Information. If you apply to be a Driver, we will collect the information you provide in your application, including your name, email address, phone number, birth date, profile photo, physical address, government identification number (such as social security number), driver's license information, vehicle information, and car insurance information. Additionally, we collect the payment information you provide us, including your bank routing numbers and tax information. Depending on the requirements of applicable law, we may also ask for additional business license or permit information. We may also request additional information from you after you become a Driver, including information to confirm your identity.

(c) Ratings; Feedback. When you rate and provide feedback about Riders or Drivers, we collect the information you provide in your feedback.

(d) Communications. When you contact us, or we contact you, we collect any information that you provide, including the contents of the messages or attachments.

Section 1.02 Information We Collect When You Use the Platform.

(a) Location Information. Great rides start with an easy and accurate pickup. The Platform collects location information (including GPS and Wi-Fi data) differently depending on your selected settings and device permissions and whether you are using the Platform as a Rider or Driver. We collect the following location information from Drivers and Riders:

- (i) Riders. We collect your device's precise location when you open and use the Rider App, including while it is running in the background from the time you request a Service until the Service ends.
- (ii) Drivers. We collect your device's precise location when you open and use the Driver App, including when it is running in the background and when it is in driver mode. We also collect precise locations for a limited time after you exit driver mode to detect ride incidents, and we continue collecting such locations until a reported or detected incident is no longer active.

(b) Usage Information. We collect information about your use of the Platform, including Service information like the date, time, destination, distance, route, payment, and whether you used a promotional or referral code. We also collect information about your interactions with the Platform, including the pages and content you view and the dates and times of your use.

(c) Device Information. We collect information about the devices you use to access the Platform, including device model, IP address, type of browser, version of operating system, identity of carrier and manufacturer, radio type (such as 4G), preferences and settings (such as preferred language), application installations, device identifiers, advertising identifiers, and push notification tokens. If you are a Driver, we also collect mobile sensor data from your device (such as speed, direction, altitude, acceleration, deceleration, and other technical data).

(d) Communications Between Riders and Drivers. We work with a third party to facilitate phone calls and text messages between Users without sharing either party's actual phone number with the other User. While we use a third party to provide the communication service, we collect information about these communications, including the User's phone number, the date and time, and the contents of messages. For security purposes, TDC-CO may also monitor or record the contents of communications made on the Platform.

(e) Address Book Contacts. You may set your device permissions to grant TDC-CO access to your contact lists, which may be helpful to you when referring friends to TDC-CO. If a contact list is shared, TDC-CO will access and store the names and contact information of the people in your address book.

(f) Cookies; Analytics; Third-Party Technologies. We collect information through the use of “cookies,” tracking pixels, data analytics tools (such as [Google Analytics](#)), SDKs, and other third- party technologies to understand how you navigate through the Platform and interact with TDC- CO advertisements, to make your experience safer, to learn what content is popular, to improve your site experience, to serve you better ads on other sites, and to save your preferences. Cookies are small text files that web servers place on your device. Cookies are designed to store basic information and to help websites and apps recognize your browser. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be accessed every time you use the Platform. You should consult your web browser(s) to modify your cookie settings. Please note that if you delete or choose not to accept cookies from us, it disables certain features of the Platform.

Article II. INFORMATION WE COLLECT FROM THIRD PARTIES

Section 2.01 Third-Party Services. Third-party services provide us with the information needed for core aspects of the Platform, as well as for additional services, programs, loyalty benefits, and promotions that can enhance your experience. These third-party services include background check providers, insurance partners, financial service providers, marketing providers, and other businesses. Third-party services may share information to make the Platform safer, such as background check information for Drivers; about your participation in third-party programs that provide things such as insurance coverage and financial instruments, such as insurance, payment, transaction, and fraud detection information; to operationalize loyalty and promotional programs, such as information about your use of such programs; and about you provided by specific services, such as demographic and market segment information.

Section 2.02 Enterprise Programs. If you use the Platform through your employer or another organization that participates in one of our programs, we will collect information about you from those parties, such as your name and contact information.

Section 2.03 Concierge Service. Businesses or other entities may order you Services (a “Concierge Service”). If an organization has ordered you a Concierge Service, it will provide us with your contact information and the pickup and drop-off location for Services.

Section 2.04 Referral Programs. If a User refers you to the Platform, we will collect information about you from that referral, including your name and contact information.

Section 2.05 Other Users and Sources. Other Users and/or public or third-party sources, such as law enforcement, insurers, media, or pedestrians, may provide us with information about you, for example, as part of an investigation into an incident or to provide you with support.

Article III. HOW WE USE YOUR INFORMATION

Section 3.01 TDC-CO's Usage. We use your personal information to (i) provide Services on the Platform; (ii) maintain the security and safety of the Platform and its Users; (iii) build and maintain a robust community-led experience; (iv) provide customer support; (v) improve the Platform; and (vi) respond to legal proceedings and obligations.

Section 3.02 TDC-CO's Platform. We use your personal information to provide an intuitive, useful, efficient, and worthwhile experience on the Platform. To do this, we use your personal information to (i) verify your identity and maintain your account, settings, and preferences; (ii) connect you to Services and track the Services' progress; (iii) calculate prices and process payments; (iv) allow Users to connect regarding Services and to choose to share their location with others; (v) communicate with you about your Services and experience; (vi) collect feedback regarding your experience; (vii) facilitate additional Services and programs with third parties; and (viii) operate contests, sweepstakes, and other promotions.

Section 3.03 Maintaining the Security and Safety of the Platform and Its Users. Providing you with a secure and safe experience drives the Platform, both on the road and on the Co-op Apps. To do this, we use your personal information to (i) authenticate Users; (ii) verify that Drivers and their vehicles meet safety requirements; (iii) investigate and resolve incidents, accidents, and insurance claims; (iv) encourage safe driving behavior and avoiding unsafe activities; (v) find and prevent fraud; and (vi) block and remove unsafe or fraudulent Users from the Platform.

Section 3.04 Building and Maintaining TDC-CO Community. TDC-CO strives to be a positive part of the community. We use your personal information to (i) communicate with you about events and promotions; (ii) facilitate your participation in the democratic process of the TDC- CO;(iii) personalize and provide content, experiences, communications, and advertising to promote and grow the Platform; and (iv) help facilitate donations you choose to make through the Platform.

Section 3.05 Providing Customer Support. We work hard to provide the best experience possible, including providing you with support. To do this, we use your personal information to investigate and assist you in resolving questions or issues you have regarding the Platform and provide you support or respond to such issues and inquiries.

Section 3.06 Platform Improvements. We are always working to improve your experience and provide you with new and helpful features. To do this, we use your personal information to perform research, testing, and analysis; develop new products, features, partnerships, and Services; prevent, find, and resolve software or hardware bugs and issues; and monitor and improve our operations and processes, including security practices, algorithms, and other modeling.

Section 3.07 Responding to Legal Proceedings and Requirements. Sometimes, applicable law, government entities, or other regulatory bodies impose demands and obligations on us regarding the Services we provide. In such circumstances, we may use your personal information to respond to those demands or obligations.

Article IV. HOW WE SHARE YOUR INFORMATION

We do not and will not sell your personal information. However, to make the Platform work, we may need to share it with other Users, third parties, and service providers, as detailed below.

Section 4.01 Sharing Between TDC-CO and Users.

(a) Rider Information Shared with Driver. Upon Rider's request for Services, we share with the Driver the Rider's pickup location, name, profile photo, rating, rider statistics (e.g., approximate number of rides and years as a Rider), and information the Rider includes in their Rider Account (e.g., preferred pronouns). Upon pickup and during your Services, we share with the Driver the Rider's destination and any additional stops the Rider inputs into the Rider App. Once Services are complete, we also share the Rider's rating and feedback with the Driver. We remove the Rider's identity associated with ratings and feedback when we share it with Drivers, but a Driver may be able to identify the Rider who provided the rating or feedback.

(b) Driver Information Shared with Rider. Upon a Driver accepting a requested Service, we will share with Rider the Driver's name, profile photo, preferred pronouns, rating, real-time location, and the vehicle make, model, color, and license plate, as well as other information, such as information Drivers choose to add (e.g., country flag and why you drive) and Driver statistics (e.g., approximate number of rides and years as a Driver).

Section 4.02 Sharing For Necessity. Although we help Users communicate with one another to arrange Services, we do not share your phone number or other contact information with other Users. If you report a lost or found item to us, we will seek to connect you with the relevant User including sharing direct contact information with your consent.

Section 4.03 Shared Services. When Riders use a shared Service, we share each Rider's name and profile picture to ensure safety. Riders may also see each other's pickup and drop-off locations while sharing Services.

Section 4.04 Services Requested or Paid for by Others. Some Services may be requested or paid for by others. If you utilize such Services, your TDC-CO business profile account, a code or coupon, a corporate credit card linked to another account, or another User otherwise requests Services for you, we may share some or all of your Service details with that other party, including the date, time, Charge, rating given to Driver, region of the Services, and pick up and drop off location.

Section 4.05 Referral Programs. If you refer someone to the Platform, we will let them know that you generated the referral. If another User referred you, we may share information about your use of the Platform with that User. For example, a referral source may receive a bonus when you join the Platform or utilize a certain number of Services, and the referring User would receive such information.

Section 4.06 Sharing with Third-Party Service Providers for Business Purposes.

Depending on the applicable User, TDC-CO may share the following categories of your personal information for business purposes to provide you with a variety of the Platform's features: (i) personal identifiers, such as your name, address, email address, date of birth, government identification number (such as social security number), driver's license information, vehicle information, and car insurance information; (ii) financial information, such as bank routing numbers, tax information, and any other payment information you provide us; (iii) commercial information, such as ride information, User statistics and feedback, and User transaction history; and (iv) internet or other electronic network activity information, such as your IP address, type of browser, version of the operating system, carrier and/or manufacturer, device identifiers, mobile advertising identifiers, and location data.

Section 4.07 Sharing with Service Providers. We disclose certain categories of personal information to service providers to fulfill the following business purposes: maintaining and servicing the Platform account; processing or fulfilling Services; providing you customer service; processing Rider transactions; processing Driver applications and payments; verifying the identity of Users; detecting and preventing fraud; processing insurance claims; providing Driver loyalty and promotional programs; providing marketing and advertising services; providing financing; providing requested emergency services; providing analytics services; and undertaking internal research to develop the Platform.

Section 4.08 Sharing For Legal Reasons and To Protect the Platform. We may share your personal information in response to legal obligations, or if we have determined that sharing your personal information is reasonably necessary or appropriate to comply with applicable federal, state, or local law or regulation, civil, criminal, or regulatory inquiry, investigation or legal process,

an insurance claim, or enforceable governmental request; respond to legal process (e.g., a search warrant, subpoena, summons, or court order); enforce our Terms of Service Agreement; cooperate with law enforcement agencies concerning conduct or activity that we reasonably and in good faith believe may violate federal, state, or local law; or exercise or defend legal claims, protect against harm to our rights, property, interests, safety, or the rights, property, interests, or safety of you, third parties, or the public, as required or permitted by applicable law.

Section 4.09 Upon Your Further Direction. With your permission or upon your direction, we may disclose your personal information to interact with a third party or for other purposes.

Section 4.10 How We Store and Protect Your Information. We retain your information for as long as necessary to provide you and other Users of the Platform a quality experience. This means we keep your profile information for as long as you maintain an account. We retain transactional information such as rides and payments for at least seven (7) years to ensure we can perform legitimate business functions, such as accounting for tax obligations. If you request your Rider or Driver Account be deleted, we will delete your information as set forth in Section 5.01(h). Additionally, we take reasonable and appropriate measures designed to protect your personal information. We will use commercially reasonable efforts to secure your account, however, no security measures are always effective against all unauthorized access, and we cannot guarantee the security of your information, including against unauthorized intrusions or acts by third parties.

Article V. YOUR RIGHTS AND CHOICES REGARDING YOUR DATA

As detailed below and on our Privacy Homepage, TDC-CO provides ways for you to access and delete your personal information as well as exercise other data rights that give you certain controls over your personal information.

Section 5.01 All Users.

(a) Email Subscriptions. You can always unsubscribe from our commercial or promotional emails by clicking unsubscribe in those messages. However, we will still send you transactional and relational emails about your use of the Platform.

(b) Text Messages. You can opt out of receiving commercial or promotional text messages by texting the word "STOP" to the sending number from the mobile device receiving the messages.

(c) Push Notifications. You can opt out of receiving push notifications through your device settings. Please note that opting out of receiving push notifications may impact your use of the Platform (such as receiving a notification that your ride has arrived).

(d) Profile Information. You can review and edit certain account information you have chosen to add to your profile within your account settings.

(e) Location Information. You can prevent your device from sharing location information through your device's system settings. However, limiting location sharing may impact TDC- CO's ability to provide you with our full range of features and Services.

(f) Cookie Tracking. You can modify your cookie settings on your browser, but if you delete or choose not to accept our cookies, you may be missing certain features, Services, and other aspects of the Platform.

(g) Do Not Track. Your browser may offer a “Do Not Track” option, which allows you to signal to website operators, web applications, and service providers that you do not want them to track your online activities. The Platform does not currently support Do Not Track requests.

(h) Deleting Your Account. If you would like to delete your applicable User account, please visit our Privacy Homepage. In some cases, we will be unable to delete your account, such as if there is an issue with your account related to trust, safety, or fraud. When we delete your account, we may retain certain information for legitimate business purposes or to comply with legal or regulatory obligations. For example, we may retain your information to resolve an ongoing insurance claim, or we may be obligated to retain your information as part of an ongoing legal claim. When we retain such data, we do so in ways designed to prevent its use for other purposes.

Section 5.02 Verification of User. To respond to Users' exercise of their rights, we will need to verify your request either by asking you to log in and authenticate your account or otherwise verify your identity by providing information about yourself or your account. Authorized agents can make a request on your behalf if you have given them legal power of attorney or you provide signed permission, verification of your identity, and confirmation that you provided the authorized agent permission to submit the request.

Section 5.03 Response Timing and Format. We aim to respond to a User's request for access or deletion within forty-five (45) days of receiving that request. If we require more time, we will inform you of the reason and extension period in writing.

Article VI. MISCELLANEOUS

Section 6.01 Minor's Data. TDC-CO is not designed to provide minors with Services, and we do not knowingly collect personal information from minors under the age of thirteen (13). If we discover a minor under the age of thirteen has given us personal information, we will take steps to delete that information. If you believe that a minor under the age of thirteen has given us personal information, please contact us at our Help Center.

Section 6.02 Links to Third-Party Websites. The Platform may contain links to third-party websites. Those websites may have privacy policies that differ from ours. We are not responsible for those websites, and we recommend that you review their policies. Please contact those websites directly if you have any questions about their privacy policies.

Section 6.03 Changes to This Privacy Policy. We may update this Policy from time to time as the Platform changes and applicable privacy laws evolve. If we update this Policy, we will do so online, and if we make material changes to this Policy, we will let you know through the Platform or by some other method of communication (e.g., email). When you use the Platform, you are agreeing to the most recent terms of this Policy.

Section 6.04 Contact Us. We encourage you to contact us if you have any questions or concerns about your privacy or anything in this Policy, including if you need to access this Policy in an alternative format.

