

Ivee Membership Agreement for Vehicle Users

This Agreement may have been amended since the last time you used the Vehicle Share Program.

Effective: September 21 2018

This Membership Agreement for Vehicle Users (this "Agreement") governs your ("you" or "Member") subscription to, and your use of, Ivee LA, LLC's ("Ivee") vehicle sharing service (as further described herein, the "Vehicle Share Program"), and is between you and Ivee.

All Members are required to accept and comply with the terms and conditions set forth in this Agreement, and to accept and agree to Ivee's Terms of Website/Application Use ("Terms of Use") located at goivee.com/terms as amended from time to time as provided therein. The Terms of Use are hereby incorporated by reference into this Agreement, and govern your use of the websites, mobile sites, applications, content, and products and services ("Ivee Media and Services") as described therein, and the user account ("Member Account") you use to access and use certain of the Ivee Media and Services, including the Vehicle Share Program. Capitalized terms used in this Agreement but not defined in this Agreement, have the meanings as defined in the Terms of Use. This Agreement is considered an "Ivee Program Agreement" under the Terms of Use.

If you have any questions regarding this Agreement, please contact us via email at support@goivee.com or by telephone at (833) 464-8332.

Ivee reserves the right to change the terms of this Agreement at any time and from time to time. We will give you notice of any material changes. Notice of changes will be considered given to you when (to the extent the revised version is presented or available to you at such time) you next reserve a vehicle, or otherwise use the Vehicle Share Program, or login to your Member Account, or when such notice is provided to you by email or text, or via the Ivee Media and Services. You agree that your continued use of the Vehicle Share Program or your Member Account constitutes acceptance of any amended terms and conditions in a revised Agreement. Such amended Agreement shall be effective and binding on you on the effective date of such notice, or on such other date as Ivee may designate in such notice. In addition, certain Ivee Schedules are subject to change from time to time, including for reservation rates, fees, and taxes, and you should always check applicable Schedules as you make a reservation. You may review your total estimated reservation cost before you confirm a reservation.

1. Definitions. In this Agreement, the following definitions apply:

1.1. "Agreement" means this Membership Agreement and its Schedules, whether made available electronically through the Ivee Media and Services or in print. The Schedules are an integral part of this Agreement.

1.2. "Ivee Ambassador Handbook" means the policy handbook provided to you, or available online at [www.goivee.com/driver-resources], as amended from time to time, which describes policies and procedures for a Member's use of the Vehicle Share Program.

1.3. "Privacy Policy" means the policy provided to you, or located online at goivee.com/privacy as amended from time to time as provided therein, which describes Ivee's collection and use of personal information, and which is hereby incorporated by reference into this Agreement.

1.4. "Program Partner" means an Ivee business partner who engages with Ivee to display advertising and media content in and on vehicles, or otherwise sponsors a vehicle or participates in any promotional campaigns.

1.5. "Program Rules" means all Program Rules, guidelines, or policies of Ivey related to a Member's use of the Ivey Vehicle Share Program, including specifically and without limitation those set forth in the Ivey Ambassador Handbook, whether set forth in this Agreement, appearing elsewhere on the Ivey Media and Services, or otherwise issued from time to time by Ivey.

1.6. "Use Period" means the entire time that the Ivey vehicle is in the Member's possession or control (including the entire time the vehicle is reserved under the Member Account). The Use Period includes the "Logged-on Use Period" and the "Passenger Use Period".

(a) "Logged-on Use Period" means, during the Use Period, from the moment the Member logs on to the Ride Share Company's online-enabled application or platform until the Member accepts a request to transport a passenger, and from the moment the Member completes the transaction on the online-enabled application or platform or the ride is complete, whichever is later, until the Member either accepts another ride request on the online-enabled application or platform or logs off the online-enabled application or platform.

(b) "Passenger Use Period" means, during the Use Period, from the moment the Member accepts a ride request on the Ride Share Company's online-enabled application or platform until the Member completes the transaction on the online-enabled application or platform, or until the ride is complete, whichever is later.

1.7. "Ride Share Company" means a transportation network company or transportation network provider, or a provider of transportation, logistics, or delivery services, including without limitation Uber and Lyft. Until further notice, use of the Vehicle Share Program for the purpose of driving for a Ride Share Company is limited to Uber and Lyft, provided that other Ride Share Companies may be permitted in the future.

1.8. "Schedules" means the fee schedules, rate plans, pricing or cost information, and other schedules or polices referenced in or attached to this Agreement, which are hereby incorporated herein and made a part hereof.

2. Basic Terms of Use of the Ivey Vehicle Share Program

2.1. This Agreement is a subscription Agreement for the Vehicle Share Program offered by Ivey or one of its affiliated companies ("Ivey", "us", or "we" as used below), but does not in itself confer any right to use any Ivey vehicles. A Member may only use Ivey's vehicles, to the extent available, in accordance with the terms of this Agreement, and subject to paying all applicable fees, charges, taxes, and other applicable amounts.

2.2. Ivey is the owner of any item it provides to the Member, or puts at the Member's disposal, during the term of this Agreement, including specifically and without limitation all Ivey vehicles and Ivey Media and Services. The Member's use of and rights in relation to any Ivey vehicle, Ivey Media and Services, or any other item provided by Ivey under this Agreement, are limited to those rights of use stated in this Agreement.

2.3. Ivey engages with its Program Partners to display advertising and media content in and on vehicles in connection with advertising and promotional campaigns. You acknowledge and agree that the Ivey vehicles you use may display advertising and media content in and on vehicles, and you shall comply with all Program Rules relating thereto.

3. Eligibility

3.1. To be eligible for our Vehicle Share Program, the Member must:

- (a) Register and maintain a Member Account.
- (b) Be at least 21 years of age.

(c) Hold a valid driver's license that authorizes the Member to drive in the jurisdictions in which the Member will use Ivey vehicles, and have a driving history that meets Ivey's then current eligibility requirements.

(d) Be a driver with a Ride Share Company.

(e) Have Minimum Insurance (as defined in Section 6) and provide proof thereof from time to time when requested or otherwise required.

(f) Accurately, truthfully, and fully complete the application process with Ivey and deliver all information and documents requested in the application or otherwise.

3.2. Satisfying the foregoing criteria does not automatically give an applicant the right to become an Ivey Member or to use the Vehicle Share Program. Acceptance of the applicant's membership is subject to approval by Ivey in its sole discretion and, without limiting the foregoing, membership may be denied based upon other factors determined by Ivey in its sole discretion. In addition, even if approved for membership, a Member may be restricted from driving certain Ivey vehicles at Ivey's sole discretion, or reasons including, but not limited to, the Member's driving or membership history or Ivey's service offerings.

4. Privacy

4.1. The Vehicle Share Program enables you to, among other things, arrange and schedule vehicle rentals, make payments to Ivey, access information relating to your activities relative to the Vehicle Share Program, and if applicable purchase certain goods or services. In connection with the Vehicle Share Program Ivey may collect and use certain personal information in accordance with the Privacy Policy. In addition to the Privacy Policy, this Section 4 describes additional terms that apply to Ivey's collection and use of personal information in connection with the Vehicle Share Program, and are without limitation to any uses or other terms set forth in the Privacy Policy.

4.2. The principal purposes for which we collect and store your personal and financial information are to allow you to reserve and use our vehicles. In addition to our collection of information as described in the Privacy Policy, the types of information we may collect include:

(a) We will collect information about your insurance, your accounts with Ride Share Companies, and photos or screenshots of you or identifying documents and your Ride Share Company account information. We will collect information in connection with insurance claims or disputes. We may also collect information and perform (or have a third party perform) background checks such as your driver history or criminal record (where permitted by law).

(b) We will collect information each time you reserve and use an Ivey vehicle, such as dates, times, locations, fees, payment type and account information, and vehicle information. We may collect your precise or approximate location information as determined through data such as GPS, IP address, and wifi.

(c) Our vehicles are equipped with (i) GPS devices and other technological methods or system used to observe, monitor, or collect information, including telematics, wireless technology, or location-based technologies; (ii) event data recorders, and sensing and diagnostic modules; and (iii) video camera and sensor technology to record safety events. We anticipate using the data collected by these devices for:

(1) Locating a stolen, abandoned, or missing vehicle.

(2) In response to a specific request from law enforcement pursuant to a subpoena or search warrant.

(3) Providing navigation assistance.

(4) Remote locking or unlocking of the vehicle.

(5) Provide roadside assistance.

(6) Determining the date and time the vehicle departs from and is returned to Ivee's facilities, and the total mileage driven and the vehicle fuel level.

(7) For the purpose of identifying, diagnosing, or monitoring functions related to the potential need to repair, service, or perform maintenance on the rental vehicle.

(8) As part of the vehicle's airbag sensing and diagnostic system in order to capture safety systems-related data for retrieval after a crash has occurred or in the event that the collision sensors are activated to prepare the decision making computer to make the determination to deploy or not to deploy the airbag.

(9) In the event of an accident, we would access and use the video recording and relevant telematics information.

(d) We also collect information about vehicles such as: license plate number, vehicle identification number (VIN), mileage, battery status, fuel or charging history, electrical system function, gear status, ignition on/off, idle time, and diagnostic trouble codes, operational and safety related information, speed, air bag deployments, crash avoidance alerts, impact data, safety system status, braking and swerving/cornering events, event data recorder data, seat belt settings, vehicle direction (heading), trip start/end time and date, camera image and sensor data, voice command information, stability control or anti-lock events, security/theft alerts, infotainment system and wifi usage.

4.3. How We Use Your Information. In addition to our use of information as described in the Privacy Policy, and as described above, we may use personal information in order to perform, or have a third party perform, background checks, to which you consent.

4.4. Information Sharing and Disclosure.

(a) In addition to our sharing and disclosure of information as described in the Privacy Policy, we may share and disclose personal information to, for example:

(1) Payment processors and facilitators.

(2) Background check providers.

(3) Vendors that assist us to enhance the safety and security of the Vehicle

Share Program.

(4) Insurance and financing partners.

(5) Vehicle solution vendors or third-party vehicle suppliers.

(6) Program Partners.

(7) Ride Share Companies.

(8) Marketing partners and marketing platform providers.

(9) Emergency service providers, such as law enforcement, roadside assistance providers, and ambulance providers, in order to deliver related services.

(b) We may disclose your personal information, including information from our vehicles, with third parties in limited circumstances such as when it is necessary to provide the

Vehicle Share Program, fulfill a transaction you have requested, offer you personalized services, or in other circumstances that are permitted by law and consistent with the purposes for which we collected the information. Some of the personal information you supply may be shared with regulatory bodies and/or service providers we utilize to obtain your driving record or other personal information.

(c) We may share your information if we believe it is required by applicable law, regulation, operating agreement, legal process or governmental request, or where the disclosure is otherwise appropriate due to safety or similar concerns. We may disclose your personal information: in response to legal process (for example, a court order, search warrant or subpoena) or requests from law enforcement or regulatory authorities; in other circumstances in which Ivee believes our vehicles, or the Vehicle Share Program, are being or have been used in violation of this Agreement, the Terms of Use, applicable law, or otherwise in the commission of a crime; when we have a good faith belief that there is an emergency that poses a threat to the safety of you or another person; or when necessary to protect the rights or property of Ivee or third parties.

5. Responsibilities of the Member

5.1. The Member agrees to pay Ivee all applicable membership fees and similar fees associated with membership in, and usage of, the Vehicle Share Program, including any fees for verifying Member's driving record and insurance, and applicable application fees. Application and processing fees are not refundable, regardless of whether or not the application is accepted by Ivee, or a Member's membership terminates, and new verification/application fees may be payable if a new membership application is resubmitted more than thirty (30) days after a Member's account with Ivee is closed. Certain restrictions apply. If at any time you wish to cancel your Ivee membership, call us at (833) 464-8332.

5.2. The Member is required to pay all fees and costs incurred when due, including, without limitation, all applicable: application fees, driving record/insurance verification fees, membership fees, driving and other usage charges (including but not limited to mileage overage and surcharge and/or toll fees), sales and other taxes and levies, and other costs and fees as may be detailed in the Program Rules and Schedules. Members are billed for amounts due via credit or debit card or other means as established by Ivee. Any Member Account which is past due will be suspended; however, any reservations booked in advance shall still be charged to the Member if not timely cancelled by the Member. If payment of any amount due is rejected by the credit or debit card provided by the Member, your Member Account and the use of the Vehicle Share Program may be suspended or terminated. Members are responsible for providing and maintaining current credit card or debit card information on file with Ivee. Ongoing issues with credit or debit card billings may result in termination of membership. Under no circumstances will Ivee be responsible for any overdraft or other fees charged by a Member's credit card company or bank. For past due accounts, Ivee may also change when payment is due and/or terminate your Member Account. In addition, Ivee may utilize third parties to collect amounts owed to Ivee by a Member and the Member will also be responsible for any collection or similar fees, including without limitation collection agent and reasonable attorneys' fees and expenses, associated with these collection activities.

5.3. Members are responsible for providing and maintaining current email, mobile phone, preferred search address, mailing address and other account information. Telephone calls, email correspondence and social media communications with Ivee may be recorded or monitored. By using these communication methods, you are consenting to the recording or monitoring of your calls, emails and social media communications with Ivee or related to the Vehicle Share Program.

5.4. By applying for membership, each applicant authorizes Ivee to obtain his/her driving records from the jurisdiction in which the applicant is licensed. Members who do not have a driver's license from the jurisdiction in which they reside must comply with the licensing requirements of such jurisdiction for driving in that jurisdiction. In addition, Ivee may at any time require Members

to demonstrate compliance with the licensing laws of their jurisdiction of residence and/or impose further policies regarding the obligation to be licensed in their jurisdiction of residence. Ivee reserves the right to request additional information, such as a copy of a passport or proof of address at any time. Because driving an Ivee vehicle requires maintaining a good driving record, Ivee may, from time to time, check Members' driving records and reserves the right, at its sole discretion, to suspend or terminate the Membership of any Member who does not meet Ivee's eligibility requirements. If the Member's license is suspended or revoked or becomes invalid, if the Member receives any endorsements or accidents on their driving record or if the Member is convicted of or receives a citation for driving under the influence of alcohol or drugs, dangerous or reckless driving or exceeding the relevant speed limit, the Member agrees to report such suspension, revocation, changes, conviction or citation to Ivee promptly. Failure to notify Ivee of any such events may lead to the Member not being covered by Ivee's liability protection when driving an Ivee vehicle and/or termination of Membership.

5.5. You acknowledge that your ability to arrange and schedule vehicle rentals through use of Ivee's Vehicle Share Program does not establish Ivee as a transportation network company, a transportation network provider, a transportation or passenger carrier, or as a provider of transportation, logistics, or delivery services. While Ivee provides vehicles for use by drivers working with Ride Share Companies, you agree that Ivee itself is not a Ride Share Company, it does not provide prearranged transportation services for compensation, and the Vehicle Share Program is not an internet-enabled application or digital platform to connect passengers with drivers of vehicles for hire.

6. Damages and Insurance

6.1. Member is responsible for (a) any and all damage that occurs to an Ivee vehicle during the Use Period, even if damage is weather-related, caused by a third party or arises from similar causes, and (b) the full value of any damages or injuries caused to third parties or their property. Such damages include, without limitation, the repair costs (estimated or actual) for the Ivee vehicle and third-party property, injuries to third parties, costs associated with the recovery or transportation of Ivee vehicles, and the loss of use of Ivee vehicles or third party property. Ivee may charge your payment card as required for any and all such financial responsibilities.

6.2. Member is responsible for obtaining and continuously maintain the following vehicle and liability insurance policies and coverage ("Minimum Insurance") at all times during the term of this Agreement:

(a) Member shall maintain the minimum transportation network company insurance as required (i) pursuant to California Public Utilities Code Section 5433, and (ii) by each Ride Share Company with which Member participates as a driver. According to applicable law and the applicable Ride Share Company's policies and requirements, the foregoing coverage may be provided through a policy maintained by the Member, or the applicable Ride Share Company, or a combination thereof.

(b) Member shall maintain the minimum personal automobile insurance required by applicable law, which insurance shall provide coverage at all times during the Use Period.

6.3. If Member is involved in an accident or collision that results in personal or property damage, including damage to an Ivee vehicle, a damage fee of up to \$2,500 will be due from Member, up to the extent that Ivee is liable for such damages. This damage fee will apply to dents, scratches, windshield cracks, vandalism, and damages to third parties.

6.4. If Member is involved in an accident which results in the totaling of a vehicle, loss of life, or any other significant damages, the Member's Account and the use of the Vehicle Share Program may be suspended or terminated.

6.5. Member shall provide proof of Minimum Insurance as a condition to reserving and driving an Ivey vehicle.

6.6. Without limitation to the foregoing, Member, and not Ivey, is responsible for determining and maintaining the minimum insurance required by applicable law, and by each Ride Share Company with which Member participates as a driver.

7. Term and Termination

7.1. This Agreement shall commence upon the acceptance by Ivey of the Member's completed membership application and the payment by the Member of any applicable fees. The term of this Agreement shall continue until such time as membership is canceled in accordance with this Section 7. A Member may terminate membership upon one day prior notice by calling us at (833) 464-8332, provided such Member shall remain responsible to pay for any vehicles reserved and not cancelled on a timely basis. No monthly, annual, application, driving records/insurance verification, or similar fee will be refunded in the event of termination by the Member, except as specifically provided in this Agreement. In addition to the termination provisions set forth in Section 7.2 below, Ivey may terminate this Agreement at any time upon notice to the Member of no less than thirty (30) days. With respect to any termination or cancellation of this Agreement, the Member shall remain responsible for any fees, costs or expenses incurred prior to termination of this Agreement.

7.2. Ivey may also, upon notice to the Member, immediately terminate this Agreement if the Member: (a) fails to pay any sum due under this Agreement; (b) fails to comply with any term or condition specified in the Agreement or any Program Rules; (c) fails to comply with any term or condition specified in the Terms of Use; (d) fails to maintain or terminates the Member's Member Account, or the Member Account is terminated or suspended for any reason; (e) fails to maintain the Minimum Insurance; (f) is involved in an incident with a Ivey vehicle that, in Ivey's reasonable sole discretion, renders the Member ineligible or inappropriate for continued membership; (g) engages in any activities or conduct that Ivey, in its sole discretion, determines to be inappropriate, negligent, offensive, abusive or otherwise unacceptable; or (h) is not paying the Member's debts as such debts generally become due, becomes insolvent, files or has filed against the Member a petition (or other document) under any bankruptcy or insolvency law or similar law that is unresolved within sixty (60) days of the filing of such petition (or document), proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes a general assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession of any of the Member's property or business. No membership or other fees will be refunded in the event of termination pursuant to this Section 7.2.

7.3. Upon termination, all of the Member's rights to use Ivey's vehicles and the Vehicle Share Program shall immediately terminate. The Member agrees to return immediately to Ivey any vehicle or any other property of Ivey that the Member has in the Member's possession. Additionally, the Member shall be responsible for and agrees to pay any legal fees, court costs or expenses associated with enforcing the terms of this Agreement, whether upon termination or otherwise (including, without limitation, any costs relating to recovering any of the foregoing property or any amounts due and owing to Ivey).

8. Limitations of Liability.

8.1. UNDER NO CIRCUMSTANCES WILL IVEE BE LIABLE TO ANY MEMBER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT, REVENUE, GOODWILL, BUSINESS OPPORTUNITY OR ANTICIPATED SAVINGS, ARISING FROM OR RELATED TO THIS AGREEMENT OR USE OF THE IVEE SERVICES. Without limiting the foregoing, Ivey shall have no liability for any loss of, or damage to, any goods in or on the vehicle or in or on any third party vehicle, any loss, damage, injury, or death in relation to any Member or

any third party arising from the use of a Ivee vehicle, loss or damage incurred by the Member as a result of any claims made by a third party, or loss or damage incurred by the Member arising from or in relation to the reservation, non-availability, supply, operation, maintenance or use of a Ivee vehicle, unless in each case such loss or damage is incurred due to our gross negligence or failure to carry out our responsibility.

8.2. THE VEHICLE SHARE PROGRAM MAY BE USED BY YOU TO REQUEST AND SCHEDULE VEHICLE RENTALS, BUT YOU AGREE THAT IVEE HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS, OR LOGISTICS SERVICES PROVIDED BY YOU, OTHER THAN AS EXPRESSLY SET FORTH IN THIS CONTACT, AND YOU FURTHER AGREE THAT IVEE IS NOT A TRANSPORTATION NETWORK PROVIDER, A TRANSPORTATION OR PASSENGER CARRIER, OR A PROVIDER OF TRANSPORTATION, LOGISTICS, OR DELIVERY SERVICES.

9. Dispute Resolution by Binding Arbitration and Class Action Waiver.

9.1. By agreeing to this Agreement, you agree that you are required to resolve any claim that you may have against Ivee on an individual basis in arbitration, as set forth in this Section 9. This will preclude you from bringing any class, collective, or representative action against Ivee, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against Ivee by someone else.

9.2. You and Ivee agree that any dispute, claim, or controversy arising out of or relating to (a) this Agreement or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Services at any time, whether before or after the date you agreed to this Agreement, will be settled by binding arbitration between you and Ivee, and not in a court of law; provided, however, claims for injunctions and other equitable relief shall be submitted to a court of competent jurisdiction; and provided further that actions relating to the infringement, validity or enforceability of Ivee's intellectual property rights shall be submitted to a court of competent jurisdiction in the country or territory in which such intellectual property right exists or issued.

9.3. You acknowledge and agree that you and Ivee are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and Ivee otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and Ivee each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

9.4. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Section 9. The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.

9.5. The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Section 9, including any claim that all or any part of this Section 9 is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether this Agreement is unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

9.6. Notwithstanding any choice of law or other provision in this Agreement, the parties agree and acknowledge that this Section 9 evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA

Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Section 9 or the enforcement thereof, then that issue shall be resolved under the laws of the State of California.

9.7. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at www.adr.org or by calling the AAA at 1-800-778-7879). The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an Arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the Arbitrator in accordance with the AAA Rules.

9.8. Unless you and Ivey otherwise agree, the arbitration will be conducted in the County of Los Angeles, California. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Ivey submit to the Arbitrator, unless you request a hearing or the Arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

9.9. The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties. An Arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Ivey will not seek, and hereby waives all rights Ivey may have under applicable law to recover, attorneys' fees and expenses if Ivey prevails in arbitration.

9.10. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$10,000, Ivey will pay all such fees, unless the Arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

9.11. Notwithstanding the provisions above regarding consent to be bound by amendments to this Agreement, if Ivey changes this Section 9 after the date you first agreed to this Agreement (or to any subsequent changes to this Agreement), you may reject any such change by providing Ivey written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective" date above. This written notice must be sent to Ivey LA, LLC c/o Ivey, LLC, 800 S Waverly, Mt Prospect, IL 60056. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this Section 9. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and Ivey in accordance with the provisions of this Section 9 as of the date you first agreed to this Agreement (or to any subsequent changes to this Agreement).

9.12. If any portion of this Section 9 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from this Agreement; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be

litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

10. Miscellaneous Provisions

10.1. By applying for membership and becoming a Ivey Member, the Member represents and warrants to Ivey that the Member has received all explanations as the Member may have reasonably requested concerning the content of this Agreement, including all Schedules, and that the Member has carefully reviewed and understands the Member's commitments and obligations hereunder. The Member also represents that the Member has reviewed and understands the Ivey Privacy Policy and acknowledges that any information shared by, or collected from or about, the Member may be used by Ivey in accordance with the terms of the Privacy Policy as it may be amended from time to time.

10.2. The rights granted to the Member under this Agreement are not assignable or transferable, in whole or in part. Any attempt to transfer this Agreement without the written consent of Ivey shall be void and of no force and effect. Ivey may assign this Agreement to an affiliate or to another entity in connection with a corporate transaction or otherwise.

10.3. No delay or omission by Ivey to exercise any right or power occurring upon any noncompliance or default by the Member with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. Any waiver by Ivey of any covenant, condition, or agreement to be performed by the Member shall not be deemed to be a waiver of any prior or subsequent breach of the same, or of any other covenant, condition, or agreement hereunder. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

10.4. If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

10.5. Choice of law and forum.

(a) The choice of law and forum selection provisions of Section 10.5(b) do not apply to the arbitration clause in Section 9, or to any arbitrable disputes as defined therein. Instead, as described in Section 9, the Federal Arbitration Act shall apply to any such disputes.

(b) This Agreement is governed by the laws in force in the State of California, and shall be interpreted according to the internal laws of such State, without reference to its conflicts of laws or choice of law principles. Any legal suit, action or proceeding arising out of or related to this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in the County of Los Angeles, California, and each party irrevocably submits to the consent to the exclusive jurisdiction of such courts, agrees to accept service of process by mail, and waives any jurisdictional or venue defenses otherwise available; provided that actions for equitable relief, specific performance, or the like may be brought where necessary for enforcement. If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

(c) The Terms of Use may be governed by laws of a different jurisdiction than this Agreement, and may require a different venue and forum than this Agreement. In the case of any

direct conflict between this Agreement and the Terms of Use with respect to the choice of law and forum selection provisions set forth in each, each agreement shall be governed by the terms thereof.

10.6. Any legal notices or communication required or permitted to be given to the Member shall be in writing and shall be sufficiently given if delivered by email or mailed to the Member at the email or postage address provided to Ivey in the Member's completed application or as updated by the Member and on file with Ivey. Any legal notices or communication required or permitted to be given to Ivey shall be in writing and shall be sufficiently given if delivered via email or mailed as follows:

Ivey LA, LLC
c/o Ivey, LLC
800 S Waverly
Mt Prospect, IL 60056
Email Address: info@goivee.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date above.

Member

Ivey LA, LLC

Signature

By: _____

Print Name

Print Name

Title