**RYVE NY LLC RIDER USER LICENSE AGREEMENT**

Please read this document from start to finish before ACCEPTING.

This agreement is between Ryve NY LLC aka Ryve (“Ryve” or “Licensor” or “Company” or “We”), a New York Limited Liability Company, with an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and the User/Rider (the “User” or You” or “Licensee”), with an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,2025. Ryve and User may each be referred to herein as a Party and, collectively, as the Parties.

The purpose of the agreement is to provide the terms and conditions for Users to access and use Ryve's platform to receive rides from drivers.

User wishes to access Ryve’s platform or Rider App (collectively referred to as “Platform”) which is an independent business software platform that facilitates communication between Riders and drivers regarding for-hire transportation services. Ryve is solely an intermediary for connecting Riders and drivers. The Platform offers a system for you, as the Rider, to request and receive rides.

User acknowledges that the terms of Platform use are subject to change at time time, with or without notice, and User agrees that, by accessing the Platform, User agrees to said terms, and all of ther policies set forth by Ryve, including but not limited to the Privacy Policy, as they may change or be Amended.

1. USER’S DETAILS:

First Name \_\_\_\_\_\_\_\_\_\_\_\_Last name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Preferred name for riders: \_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State\_\_\_\_\_\_\_\_Zip \_\_\_\_\_\_\_\_\_

Telephone (Main) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone (Alternative)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.2. Vehicle Camera Access :

Each vehicle participating in the Ryve platform may be equipped with an in-vehicle camera for the purpose of enhancing safety and providing transparency during the ride. Riders and their designated family members or loved ones are granted access to the live camera feed during the course of the ride for security purposes. Access to the camera feed will be provided through the Ryve platform and must be done through the approved access channels. Riders agree that the camera feed is for safety and security only and may be monitored by Ryve or authorized entities as necessary to ensure compliance with these terms and the safe operation of the platform. By using the Platform, you consent to the collection and possible sharing of the camera feed with appropriate parties if required by law or in the event of an emergency. Ryve is committed to protecting your privacy. However, by agreeing to use the service, you acknowledge that the live camera feed will be visible to the relevant parties (such as family members) as agreed.

* + 1. Camera Feed Not Guaranteed:

You understand and acknowledge that the camera feed may not always be operational due to technical issues, maintenance, or other unforeseen circumstances. In such cases, you agree that the functionality of the camera feed is not a prerequisite for the completion of the ride.

Even if the camera feed is not functioning, Riders are still required to pay the fare agreed upon with the driver, and such issues with the camera system shall not affect the payment for the service provided.

You also agree to absolve Ryve from any liability arising from the camera feed being non-operational or unavailable during the ride. Any such issues do not entitle the Rider to a refund, discount, or any other compensation, nor do they affect the terms of the transportation service provided by the driver.

1.3. Use of Location Based Technology Services; Communication Consents.

You agree that your device geo-location information is required for the proper functioning of our Platform, and you agree to not take any action to manipulate or falsify your device geo-location. You grant us the irrevocable right to obtain your geo-location information and to share your location with third parties, including the Drivers, who will see your approximate location in the Platform before and during your Ride and anyone else who has the link to follow the ride. We may not and will not use this information when you are not using the Platform.

You expressly consent to receive communications from Ryve, including but not limited to, text messages (SMS Messages), calls, and emails, at the phone number and email address provided by User. These communications may include, without limitation, operational updates, service notifications, account-related messages, promotional offers, and other relevant information.

User acknowledges that such communications may be made using an automatic telephone dialing system or prerecorded messages, as permitted by law. User understands that this consent is not a condition of using Ryve’s services and you may opt out of receiving promotional communications at any time by following the provided opt-out instructions. However, User agrees that opting out of certain operational or service-related messages may impact your ability to fully use Ryve’s services.

You also understand that you may opt out of receiving text messages from Ryve at any time by informing Ryve in writing and emailing said notice to:info@ryve.com. Notwithstanding the foregoing, Ryve may also contact you by any of the above means, including by SMS, in case of suspected fraud or unlawful activity by you or on your account.

2. RELATIONSHIP BETWEEN RYVE AND USER UNDER THIS AGREEMENT:

This agreement memorializesthe relationship between Ryve and the User(s).

2.1. Relationship is One of Independent Business Enterprises:

The relationship between Ryve and the User(s) is that of independent business enterprises. Ryve does not have an employment relationship with you or the Driver. The Drivers are independent business enterprises who have sole control over their own business, including when, where and how to pick up the User and/or Riders and what fares to charge. The platform allows the User(s) to engage Ryve to provide them with access to the platform to facilitate their request for-hire transportation services. Ryve does not direct or control the User(s). The User(s) decide when, where, and whether to use transportation services facilitated by User's platform. User(s) may use Ryve’s platform to request and receive rides and to make payments for those rides or via a third-party credit card processing company that facilitates payment between the Users and the Drivers. User acknowledges and consents that the credit card processing company will charge the user a 3% service fee for payment via a credit card. The 3% service charge will be in addition to the fare. This rate is subject to change from time to time. User understands that User shall remain free to request transportation services, ignore or decline to accept transportation services, participate in other technology software or ride-share platforms.

You, as the User, and the Driver are to agree to a Fare. The Platform may offer a suggested fare for the trip based on the distance, time, and other factors. However, the fare listed by Ryve is only a suggestion and the User and Driver must agree to the suggested fare or a different Fare agreeable to you and the Driver. You, as the User, can negotiate directly with the Driver on a Fare that is the same or different than the suggested fare price based on an Agreement between you and the Driver. In other words, what fare you pay, is solely between you and the Driver. Again, you can negotiate directly with the Driver on a Fare that is agreeable to you. The final price or fare for the transportation service provided is mutually determined between the You and the Driver. This agreement should be made prior to the commencement of transportation services. You can make payment to the Driver in any form that you and the Driver agree to.

2.2. Payment Arrangements with Drivers:

The User is solely responsible for determining payment arrangements with their drivers, including remitting any Driver Fares, tolls, taxes, fees, and gratuity.

2.3. Ryve is a limited agent**:**

Ryve merely acts as a limited agent and acts as an intermediary to facilitate rides between the User(s) and Drivers by operating a platform accessible at [www.Ryveexpress.com](http://www.arriveexpress.com/) and/or using affiliated sites to connect drivers and riders (the “Platform”). Ryve is not your employer. There is no employer/employee relationship.

2.4. No Guarantees or Warranties:

User acknowledges and agrees that Ryve does not guarantee the quality, character, background, or behavior of any Driver. User assumes all risks associated with receiving transportation services from any Driver via this platform.

Additionally, Ryve makes no representations or warranties regarding the number of Drivers available to provide the User with transportations services. The availability of Drivers and demand for services may fluctuate, and Ryve has no obligation to provide a minimum or consistent volume of Drivers or to comply or be able to provide any ride requests.

User further acknowledges that Ryve does not set, control, or guarantee the fare or amount a User will pay for a ride. You and the Driver shall agree to a Fare. You may ask the platform for a suggested fare price, and the platform may provide you a suggested fare. You and the Driver can negotiate directly with each other on a suggested Fare. All payment terms and pricing are solely between User and the Driver and Ryve shall have no responsibility or liability related to fare disputes, non-payment, or any financial arrangement between the User and Driver.

User agrees that Ryve shall not be liable for any damages, losses, or claims arising from interactions with Drivers, fluctuations in Driver availabilities, or payment disputes. User assumes full responsibility for all risks associated with offering transportation services through the Ryve platform.

User may be able to choose drivers based on personal preferences regarding the drivers they choose for transportation services, which may be based on various reasons, including but not limited to comfort, familiarity, personal experience, or other subjective factors. Ryve does not control or dictate User’s selection of a driver and makes no guarantees regarding User’s assignment to any particular Driver.

User expressly waives any claims against Ryve arising from User’s preferences or selection process and agrees to indemnify, defend, and hold harmless Ryve, its affiliates, officers, directors, employees, and agents from any claims, demands, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to a Rider’s decision to select, not select, or discontinue use of User’s transportation services for any reason.

2.5. Collection of Taxes and Fees:

Ryve does not collect taxes or black car fund on your behalf or that of Driver (@@@MENDY – PLEASE CHECK TO SEE IF THIS IS PERMISSIBLE@@@). This is the User’s sole responsibility. Ryve does not receive a share or portion of the fare or tips User pays to Driver.

Error! Hyperlink reference not valid.**3. ARBITRATION PROVISIONS**:

**IMPORTANT: PLEASE REVIEW THIS ARBITRATION PROVISION CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH RYVE ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION, EXCEPT AS PROVIDED BELOW. YOU MAY OPT OUT OF THIS ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS BELOW. THERE ARE AND/OR MAY BE LAWSUITS ALLEGING CLASS, COLLECTIVE, COORDINATED, CONSOLIDATED, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF AGAINST RYVE. IF YOU DO NOT OPT OUT OF THIS ARBITRATION PROVISION AND THEREFORE AGREE TO ARBITRATION WITH RYVE, YOU ARE AGREEING IN ADVANCE, EXCEPT AS OTHERWISE PROVIDED BELOW, THAT YOU WILL NOT PARTICIPATE IN AND, THEREFORE, WILL NOT SEEK OR BE ELIGIBLE TO RECOVER MONETARY OR OTHER RELIEF IN CONNECTION WITH, ANY SUCH CLASS, COLLECTIVE, COORDINATED, CONSOLIDATED, AND/OR REPRESENTATIVE LAWSUIT. THIS ARBITRATION PROVISION, HOWEVER, WILL ALLOW YOU TO BRING INDIVIDUAL CLAIMS IN ARBITRATION ON YOUR OWN BEHALF.**

3.1. How This Arbitration Provision Applies.

(a) This Arbitration Provision is a contract governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and evidences a transaction involving commerce, and you agree that this is not a contract of employment involving any class of workers engaged in foreign or interstate commerce within the meaning of Section 1 of the Federal Arbitration Act. If notwithstanding the foregoing, the Federal Arbitration Act does not apply to this Arbitration Provision, the law pertaining to arbitration agreements of the state where you reside when you entered into this Agreement shall apply. Except as it otherwise provides, this Arbitration Provision applies to any legal dispute, past, present or future, arising out of or related to your relationship with Ryve or relationship with any of our agents, employees, executives, officers, investors, shareholders, affiliates, successors, assigns, subsidiaries, or parent companies (each of which may enforce this Arbitration Provision as third party beneficiaries), and termination of that relationship, and survives after the relationship terminates. (b) This Arbitration Provision applies to all claims whether brought by you or Ryve, except as provided below. This Arbitration Provision requires all such claims to be resolved only by an arbitrator through final and binding individual arbitration and not by way of court or jury trial. Except as provided below regarding the Class Action Waiver and Representative Action Waiver, such disputes include without limitation disputes arising out of or relating to the interpretation, application, formation, scope, enforceability, waiver, applicability, revocability or validity of this Arbitration Provision or any portion of this Arbitration Provision. (c) Except as it otherwise provides, this Arbitration Provision also applies, without limitation, to disputes between you and Ryve, or between you and any other entity or individual, arising out of or related to your application for and use of an account to use our Platform and Driver App as a driver, the For-hire Service that you provide, background checks, your privacy, your contractual relationship with Ryve or the termination of that relationship (including post-relationship defamation or retaliation claims), the nature of your relationship with Ryve (including, but not limited to, any claim that you are our employee), trade secrets, workplace safety and health, unfair competition, compensation, minimum wage, expense reimbursement, overtime, breaks and rest periods, retaliation, discrimination, or harassment, and claims arising under the Telephone Consumer Protection Act, Fair Credit Reporting Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, 8 U.S.C. § 1324b (unfair immigration related practices), Americans With Disabilities Act, Age Discrimination in Employment Act, Fair Labor Standards Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act of 1990, Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985, federal, state or local statutes or regulations addressing the same or similar subject matters, and all other federal, state or local statutory, common law and legal claims (including without limitation, torts) arising out of or relating to your relationship with Ryve or the termination of that relationship. This Arbitration Provision also applies to all incidents or accidents resulting in personal injury to you or anyone else that you allege occurred in connection with your use of our Platform regardless whether the dispute, claim, or controversy occurred or accrued before or after the date you agreed to this Agreement, and regardless whether you allege that the personal injury was experienced by you or anyone.

3.2. Limitations On How This Arbitration Provision Applies.

(a) To the extent required by applicable law not preempted by the Federal Arbitration Act, nothing in this Arbitration Provision prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Likewise, to the extent required by applicable law not preempted by the Federal Arbitration Act, nothing in this Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision. To the extent required by applicable law not preempted by the Federal Arbitration Act, this Arbitration Provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Arbitration Provision. (b) Where you allege claims of sexual assault or sexual harassment, you may elect to bring those claims on an individual basis in a court of competent jurisdiction instead of arbitration. We agree to honor your election of forum with respect to your individual sexual harassment or sexual assault claim but in so doing do not waive the enforceability of this Arbitration Provision as to any other provision (including but not limited to Section 3.4—Class Action Waiver—which will continue to apply in court and arbitration), controversy, claim or dispute. (c) To the extent an Act of Congress or applicable federal law not preempted by the Federal Arbitration Act provides that a particular claim or dispute may not be subject to arbitration, such claim or dispute is excluded from the coverage of this Arbitration Provision. Likewise, if the Federal Arbitration Act does not apply to a claim or dispute, any claims or disputes that may not be subject to arbitration under applicable state arbitration law will be excluded from the coverage of this Arbitration Provision.

Prior to commencing arbitration with the applicable arbitration provider, the party bringing the claim in arbitration must first demand arbitration in writing within the applicable statute of limitations period. The demand for arbitration shall include identification of the parties (including, if you are bringing the claim, the phone number and email address associated with your driver account, and the city in which you reside), a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought and the amount in controversy. Any demand for arbitration made to Ryve shall be sent to RYVE, Attn: Legal Department, legal@ryve.com.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-,

or served upon Ryve’s registered agent for service of process. Any demand for arbitration made to you shall be sent via electronic email to the email address associated with your User account.

(d) Negotiation Period: The parties agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost, and mutually beneficial outcome. The parties therefore agree that, before the arbitration demand is submitted to the applicable arbitration provider, the party bringing the claim shall first attempt to informally negotiate with the other party, in good faith, a resolution of the dispute, claim or controversy between the parties for a period of sixty (60) days (“negotiation period”), unless extended by mutual agreement of the parties. During the negotiation period, any otherwise applicable statute of limitations shall be tolled. In connection with informal negotiations during the negotiation period, the parties shall participate telephonically or in person in at least one informal dispute resolution conference. All informal dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same informal dispute resolution conference. If either party is represented by counsel, that party’s counsel may participate in the informal dispute resolution conference, but the party also must appear at and participate in the conference. Engaging in an informal dispute resolution conference is a condition precedent that must be fulfilled before commencing individual arbitration. If the parties cannot reach an agreement to resolve the dispute, claim or controversy within the negotiation period, the party bringing the claim shall submit the arbitration demand to the applicable arbitration provider.

(e) To commence arbitration following the conclusion of the informal dispute resolution process required by Section 14.3(d), the party bringing the claim must file the written demand for arbitration with the applicable arbitration provider and serve a copy of the demand for arbitration on Ryve as set forth in this section and by email to any counsel who represented Ryve in the informal dispute resolution process.

By filing the arbitration demand with the applicable arbitration provider, the party bringing the claim in arbitration certifies that the demand complies with Rule 11 of the Federal Rules of Civil Procedure and any applicable state law equivalent.

(f) Delivering a written arbitration demand to the other party will not relieve the party bringing the claim of the obligation to commence arbitration as described above. It shall always be the obligation of the party bringing the claim to commence arbitration.

3.3. Class Action Waiver:

1. This Arbitration Provision affects your ability to participate in class, collective, coordinated, or consolidated actions. Both Ryve and you agree that any and all disputes or claims between the parties shall be resolved only in individual arbitration, and not on a class, collective, coordinated, or consolidated basis on behalf of others. There will be no right or authority for any dispute (whether brought by you or Ryve, or on your or our behalf) to be brought, heard, administered, resolved, or arbitrated as a class, collective, coordinated, or consolidated action, or for you or Ryve to participate as a member in any such class, collective, coordinated, or consolidated proceeding. Neither an arbitrator nor an arbitration provider shall have authority to hear, arbitrate, or administer any class, collective, coordinated, or consolidated action, or to award relief to anyone but the individual in arbitration. (b) Notwithstanding any other provision of this Arbitration Provision or the applicable arbitration provider’s rules, this Class Action Waiver does not prevent you or Ryve from participating in a classwide, collective, coordinated, or consolidated settlement of claims. (c) This Class Action Waiver does not and shall not be construed to preclude the mass arbitration dispute procedure set forth in Section 14.3(h). (d) The parties further agree that if for any reason a claim does not proceed in arbitration, this Class Action Waiver shall remain in effect, and a court may not preside over any action joining or consolidating the claims of multiple individuals against Ryve in a single proceeding. If there is a final judicial determination that any portion of this Class Action Waiver is unenforceable or unlawful for any reason, (1) any class, collective, coordinated, or consolidated action subject to the enforceable or unlawful portion(s) shall proceed in a court of competent jurisdiction; (2) the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration; (3) the unenforceable or unlawful portion(s) shall be severed from this Arbitration Provision; and (4) the severance of the unenforceable or unlawful portion(s) shall have no impact whatsoever on the enforceability, applicability, or validity of the Arbitration Provision or the arbitrability of any remaining claims asserted by you or Ryve.

3.4. Representative Action Waiver:

(a) This Arbitration Provision affects your ability to participate in representative actions. To the maximum extent provided by law, both Ryve and you agree that any and all disputes or claims between the parties shall be resolved only in individual arbitration, and not on a representative basis. The parties expressly waive their right to have any dispute or claim brought, heard, administered, resolved, or arbitrated as a representative action, or to participate in any representative action, including but not limited to claims brought under any state’s Private Attorneys General Act. The parties also expressly waive their right to seek, recover, or obtain any non-individual relief. There will be no right or authority for any dispute (whether brought by you or Ryve, or on your or our behalf) to be brought, heard, administered, or arbitrated as a representative action, or for you or Ryve to participate as a member in any such representative proceeding.

3.5. Arbitration Forum:

Except as otherwise stated in this Section (3), the parties agree that any claim, dispute or controversy arising out of, or relating to, this agreement, or the breach thereof, shall be resolved through final and binding Arbitration to be administrated by (“NAM”) National Arbitration and Mediation and governed by NAM’s Comprehensive Dispute Resolution Rules and Procedures in effect at the time such claim is filed. Any award of the Arbitrator is final and binding and may be entered as a judgment in any court having jurisdiction. User and Ryve are responsible for their own filing fees, attorney fees and expenses.

3.6. That except for personal injury matters, Parties agree that any claim, demand, or cause of action arising out of or related to this Agreement, or any incident giving rise to such claim, must be filed within two (2) years from the date of the incident that forms the basis of the claim. Any claims filed after this period shall be deemed time-barred and permanently waived, regardless of any otherwise applicable statute of limitations.

4. GENERAL TERMS:

4.1. Ryve has proprietary computer software application, know how, and related platform that identifies potential customers seeking ride-for-hire services and connecting them with licensed drivers authorized to accept such riders on the Platform. The User is offered a limited, non-exclusive, non-transferable revokable license to use the Platform under this Agreement and has no ownership rights in Ryve, the Platform or any other intellectual products of Ryve.

4.2. The User agrees to use the Platform of the Ryve and agrees to provide transportation services to any identified potential riders from the Platform that the User accepts in accordance with the terms of this Agreement and the Platform.

4.3. User will be solely responsible for any dealings with Platform Drivers and all payments between the Driver and User shall be arranged between them. Ryve is not responsible for any payment arrangements, does not guarantee payment, and disclaims all liability for such payments. User is responsible for any taxes, black car fund, congestion pricing, fees and/or surcharges for services provided under local, city, county, state and federal laws and regulations.

4.4. This Agreement is that between independent business enterprises and therefore Ryve has no responsibility related to the vehicles used by Driver.

4.5 Ryve has no responsibly for any of the costs or expenses of Driver including, vehicle repair/maintenance renewal of vehicle registration, costs to maintain vehicle in road worthy condition, renewal of insurance policy, insurance, tickets, violations and insurance claims. If a collision, injury, traffic violation, discontinuation of planned ride, altercation, illness, or other activitiy involving law-enforcement (collectivey, “Incident”) occurs while the User is on a ride-for-hire ride from the Platform, the User must: tell the Ryve about the Incident as soon as possible (including, where possible, the details of all the people involved, witnesses, injuries suffered and damage to property); and as soon as possible, give to the User, or the User’s insurer, if applicable, on request, copies of any statements the User makes to the police or any other person about the Incident.

5. RIDER RESPONSIBILITIES:

User(s) must ensure that they provide accurate and truthful information while using the Platform. User(s) are responsible for adhering to the fare negotiation process and ensuring payment is made for services rendered. User(s) are responsible for the safe use of the vehicle and for any behavior that may affect the safety and comfort of the ride. User(s) must comply with all laws and regulations, including wearing a seat belt and not acting inappopriately or engaging in illegal activity in the vehicle, User must also follow all rules, private policy, conditions and terms of service from this Agreement.

### 5.1. **Non-Disparagement and No Defamation**

User agrees that they shall not, in any manner, directly or indirectly, make, publish, or communicate to any third party, including but not limited to social media, the internet, television, radio, news media, blogs, forums, or any other public or private platform, any disparaging, defamatory, false, misleading, or critical statements about **Ryve, Ryve NY**, its affiliates, employees, officers, directors, services, business practices, reputation, or operations.

This prohibition applies regardless of whether such statements are **true, false, or based on personal experience**, and **truth shall not be a defense** to any claim for breach of this clause.

User acknowledges that a violation of this provision may result in legal action as per terms of this Agreement and that **Ryve** shall be entitled to seek damages, injunctive relief, and any other remedies available at law or equity. Liquidated damages shall equal $100 per day for each violation of this section.

6. Term and Termination of Agreement: This Agreement is effective as of the date and time you accept it and will continue until terminated by you or Ryve.

6.1. Termination by You. You may discontinue, deactivate or terminate this Agreement at anytime with or without cause. You consent to and Ryve may temporarily deactivate your account without notice to investigate whether you have engaged in, or your account has been used in, activity that is deceptive, fraudulent, unsafe, illegal, harmful to our brand, business or reputation, or that violates this Agreement. You also consent and agree that Ryve may terminate this Agreement or permanently deactivate your account without notice if Ryve determines in their sole discretion that a breach or violation has occurred.

6.2. Ryve may suspend, terminate or discontinue User’s access to the Platform at any time, and for any reason, with or without cause, and without compensation, refund, or liability. Ryve shall not be liable to User for deactivation, revocation and/or removal from platform, including for lost profits, consequential damages, inconsequential damages, punitive damges, property damage, or any other damages that User may suffer due to inability to access the Platform.

6.3. Effect of Termination and Survival. Upon termination, each party will remain responsible for its respective liabilities or obligations that accrued before or as a result of such termination.

7. Intellectual Property:

User acknowledges that Ryve is the owner and/or User of certain intellectual property including the name and trademark of Ryve and Ryve NY.

8. SOFTWARE:

User agrees to be bound by the terms of the Software Agreement and terms as represented in Schedule A.

9. USER’S IMMEDIATE STATEMENT OF TRUTHFULNESS:

The User confirms that all information provided to the Ryve is correct, true and accurate. The User acknowledges that Ryve has relied upon the truth of the representations in this clause and in entering into this Agreement.

11. FORCE MAJUERE:

Either Party shall be excused from failures or delays in delivery or performance hereunder if such failure or delay is attributable to causes beyond the reasonable control of the Party, which makes such performance or delivery commercially impractical.

 12. NOTICES: All notices shall be in writing and shall be deemed to be delivered when deposited in the United States Postal Services, postage prepaid, return receipt requested, or when sent by telegram, telex, or facsimile. All notices shall be directed to the recipient Party, its successors or assigns, at the respective addresses set forth on the first page of this Agreement or to such other address as one party may, from time to time, designate by notice to the other party in writing.

 13. WAIVER: No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

14. RESTRICTIONS OF TRANSFER:

This Agreement and the rights and obligations under this Agreement shall not be transferable, sub-licensable or assignable to any other person, firm or corporation by User, without the express prior written consent of the Licensor. The rights and obligations of this Agreement shall insure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.

15. CHOICE OF LAW: CHOICE OF VENUE:

The negotiation, execution, performance, termination, interpretation and construction of the Agreement will be governed by the law of the State of New York. Nothing contained in the Agreement will be construed to limit or waive any rights of the parties under applicable United States federal, state, or local laws. Any provision of the Agreement held to be invalid, illegal or unenforceable will be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof.

 16. NO CONSTRUCTION AGAINST THE DRAFTER:

The parties agree that this Agreement is the result of careful negotiations between sophisticated parties and thus any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

 17. HEADINGS: The various headings in this Agreement and in the schedules are inserted for convenience only, and shall not affect the meaning or interpretation of this Agreement or any paragraph or provision hereof.

18. COMPLETE AGREEMENT: This Agreement constitutes the complete and exclusive statement of this agreement between the parties hereto and supersedes any and all prior express implied agreements or understandings between the parties hereto concerning the subject matter hereof. No amendment, waiver or other alteration of this Agreement may be made except by mutual agreement in writing. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected thereby and the parties shall negotiate replacement provisions for those provisions which are held invalid, illegal or unenforceable which as closely as possible express the intent of those provisions.

18.1. **NO RELIANCE ON EXTERNAL STATEMENTS:**

User acknowledges and agrees that in entering into this Agreement, they have not relied on any advertisements, marketing materials, social media posts, or any other external statements, representations, or inducements made by Ryve or any third party. User confirms that their decision to enter into this Agreement is based solely on the terms and conditions set forth herein, and that this Agreement constitutes the entire understanding between them.

19. DISCLAIMER OF WARRANTIES:

LICENSOR HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY CONTRACT, AT LAW, IN EQUITY, BY STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY AGAINST REDHIBITORY DEFECTS, ANY WARRANTY OF GOOD TITLE, AND ANY WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PATENTS, TRADEMARKS, OR COPYRIGHTS.

20. EXCLUSIVE REMEDY: User’s EXCLUSIVE remedy against Ryve for any claim arising out of transportation services provided by a Driver using the Platform is to cancel this Agreement.

25. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT WILL RYVE FOR ANY CLAIMS, DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE:

(A) BE LIABLE TO USER FOR ANY CIRCUMSTANTIAL, CONSEQUENTIAL, CONTINGENT, EXEMPLARY, INCIDENTAL, INDIRECT, LIQUIDATED, MATERIAL, PUNITIVE, SPECIAL, SPECULATIVE OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SALES OR REVENUES, LOST BUSINESS OR BUSINESS INTERRUPTIONS, PUNITIVE DAMAGES, OR ATTORNEYS FEES OR COURT COSTS ARISING IN ANY MANNER PURSUANT TO OR IN CONNECTION WITH THE AGREEMENT, THE GOODS OR THE SERVICES (EVEN IF RYVE IS MADE AWARE OF THE POTENTIAL FOR SUCH DAMAGES); AND (B) TOTAL LIABILITY RELATED TO ANY CLAIM OR PROCEEDING SHALL EXCEED THE MONTHLY FEE PAYMENT PAID BY USER

26. INDEMNIFICATION:

User will indemnify, defend and hold harmless Ryve, its shareholders, officers, directors, employees, agents, affiliates and representatives from and against all losses, damages, liabilities, costs, and expenses including, but not limited to, property damage, loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased or replacement power or temporary equipment, personal or bodily injury, or death (“Losses”), that may arise pursuant to or in connection with the Agreement, the Goods, software or the Services (including, without limitation, Losses arising in connection with the performance of Services by use of Ryve’s software), regardless of whether such Losses are suffered directly by User or arise pursuant to or in connection with a third-party suit, claim, counterclaim, demand, judgment or other action (each a “Claim”) and regardless of whether or not Ryve or any third-party is proportionately negligent with respect to such Losses and/or Claim, if any. For the avoidance of doubt and without limitation, this indemnification obligation requires User to pay any judgments against Ryve or any other indemnified party resulting from any Claim, any court costs of the Ryve or any other indemnified party in connection with any Claim, and any reasonable attorneys’ fees and disbursements incurred by Ryve or any other indemnified party in Ryve’s defense of any Claim. The Ryve will have the sole and exclusive right to conduct the defense of any Claim at User’s sole and exclusive cost and expense.

27. BINDING AUTHORITY:

Any director, officer, employee, representative, or agent of User signing or otherwise entering into this Agreement hereby represents and warrants that he or she is duly authorized to execute and enter into this Agreement on behalf of User.

All other terms are as set forth in the Agreement.

To accept the agreement, you, the user, must click "Yes, I agree".

By clicking "Yes, I agree", you, as the User, agree and expressly acknowledges that it has read, understood, and considered the consequences of this Agreement, it agrees to be bound by the terms of this Agreement, and it is legally competent to enter into this Agreement with Ryve.

[HARD-COPY SIGNATURE PAGE]

IN WITNESS WHERE OF, the parties here to have executed this Agreement and agree to all the terms and conditions above**.**

RYVE:

Ryve NY LLC (aka Ryve), a New York Limited Liability Ryve

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Authorized Representative

USER:

x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule A**

**Software Agreement**

This Software License Agreement (Agreement) is entered into as set forth in the main RYVE NY LLC USER LICENSE AGREEMENT (“Agreement”) between Ryve NY, LLC, a New York limited liability Ryve (“Ryve” or “Licensor”), and User/Driver/User, as defined in the Agreement. These terms and conditions are incorporated into and made a part of the Agreement.

1. LICENSE GRANTED

Subject to the terms and conditions of this Agreement and in consideration of User’s obligation to pay monetary fees as outlined in the Agreement, such fees which may be adjusted from time to time by mutual written consent of the parties as per the Agreement, Licensor hereby grants, and User hereby accepts, non-exclusive nontransferable license to use the Software within the United States.

 The parties agree that Licensor shall own all right, title and interest in and to the Software and all intellectual property rights embodied therein or related thereto including, but not limited to, the source and object codes and any customizations, updates and corrections to the Software. Except as expressly provided herein, no intellectual property rights are granted to User by implication, estoppel, or otherwise. User will safeguard the Software and its related materials with that degree of normal due care commensurate with reasonable standards of industrial security for the protection of trade secrets and proprietary information so that no unauthorized use is made of them and no disclosure of any part of their contents is made to anyone other than User’s employees, agents or consultants whose duties reasonably require such disclosure, or as necessary in the ordinary course of business. User shall make all such persons fully aware of their responsibility to fulfil the obligations of User under this Agreement.

2. SOFTWARE PROVIDED “AS IS”

Licensor warrants that it has the right to provide the Software to User hereunder. Otherwise, Licensor provides the Software to User “as is.” Licensor makes no warranties or representations that the Software is free of errors or defects, or that it adequately performs the functions it is intended to perform. User shall test the Software to insure its acceptability for User’s purpose prior to putting the Software in productive use. From time-to-time the software may not work.

Licensor is under no obligation to update or correct defects or errors in the Software. If Licensor does provide User with updates or corrections, the terms and conditions of this Agreement shall apply.

**THE SOFTWARE IS PROVIDED “AS IS” AND LICENSOR MAKES NO OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3. PROPERTY RIGHTS AND RESTRICTIONS ON USE

User recognizes that the Software, and customizations, updates or corrections, if any, are the property of, and all rights thereto, are owned by Licensor. User also acknowledges that such are a trade secret of Licensor, are valuable and confidential to Licensor, and that its use and disclosure must be carefully and continuously controlled.

Title to the Software, and customizations, updates or corrections, if any, shall at all times remain with Licensor.

User shall keep the Software, and customizations, updates and/or corrections, if any, free and clear of any claims, liens and encumbrances attributable to the use or possession of the Software by User. Any act of User, whether voluntarily or involuntarily, purporting to create a claim of encumbrance shall be void.

The Software is for the sole use by User for the intended use and shall be used only for the purpose set forth in this Agreement.

User shall treat the Software, and customizations, updates and/or corrections, if any, as confidential and proprietary, and shall protect it in the same manner that it protects the confidentiality of its own information. While this Agreement is in effect, or while User has custody and possession of the Software, User will not:

1. provide or make available the Software to any person or entity other than employees of User who have a need to know consistent with User’s use thereof under this Agreement; or
2. create or attempt to create, or permit others to create or attempt to create, by disassembling, reverse engineering or otherwise, the source program or any part thereof from the object program or other information made available to User pursuant to this Agreement.

User agrees to promptly notify Licensor if it obtains information as to any unauthorized possession, use or disclosure of the Software by any person or entity, and further agrees to cooperate with Licensor in protecting Licensor’s proprietary rights.

If User, its officers, agents, or employees, breach any provision of this Agreement, such breach must be cured within thirty (30) days of receipt of Licensor’s written notice describing such breach. If such breach is not cured within the thirty (30) days after receipt of the notice, User shall pay Licensor reasonable monetary payments for loss and/or damages related to such breach.

5. In the event of termination of this Agreement pursuant to the above, Licensor shall have the right to take possession of the Software and terminate Licencee’s access. Termination of this Agreement shall not relieve either party of its obligations pursuant to Sections 2, 3, 4, 5 and 6 hereof.

6. INDEMNIFICATION AND LIMITATION OF LIABILITY

User agrees to indemnify and hold Licensor harmless from and against all loss, cost, expense or liability (including reasonable attorney’s fees) arising out of a claim by a third party against Licensor based upon User’s use of the Software.

User agrees to indemnify and hold Licensor harmless from any loss or damages to Licensor related to, or associated with User’s customizations, updates and/or corrections to the Software.

User agrees to indemnify and hold User harmless, and defend at its expense, any action brought against Ryve NY LLC, its officers, directors, employees, shareholders, legal representatives, agents, successors and assigns to the extent that it is based on a claim that the customizations, updates and/or corrections developed by User infringe any intellectual property rights of any third parties.

Licensor shall have no liability to User for any damage sustained by User as a result of User’s use of the Software, whether such damages would arise as a result of breach of contract, tort or otherwise. User has tested the Software and relies on its own judgment in utilizing it.

Licensor warrants that the use of the initially provided Software will not infringe any patent, copyright, or trademark in the United States or elsewhere, and Licensor shall indemnify and hold User harmless against any and all losses, damages and expenses, (including attorney’s fees and other costs of defending any infringement action) which User may sustain or incur as a result of a breach of this warranty.

7. User represents and warrants compliance with all applicable laws, rules, and regulations in the jurisdictions where they operate.

All other terms are as set forth in the Agreement.

By clicking "Yes, I agree", you, as the User, (on behalf of yourself, individually, or as the authorized agent for the Company, if your business enterprise works under a corporate name), agree and expressly acknowledges that it has read, understood, and considered the consequences of this Agreement, it agrees to be bound by the terms of this Agreement, and it is legally competent to enter into this Agreement with Ryve.

To accept the agreement, the user must click "Yes, I agree".

[HARD-COPY SIGNATURE PAGE]

IN WITNESS WHERE OF, the parties here to have executed this Agreement and agree to all the terms and conditions above**.**

RYVE:

Ryve NY LLC, a New York Limited Liability Ryve

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Authorized Representative

USER:

x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_