

SURF DRIVER PARTNER AGREEMENT

This Driver Partner Agreement (“Agreement”) constitutes a legal agreement between you, an individual (“you” or “Contractor”) and Surf Media Inc., a corporation (“Surf”).

By clicking “I accept”, you expressly acknowledge that you have read, understood, and agree to be bound by the terms and conditions of the Agreement, as of the date of such acceptance (the “Start Date”), and that you are legally competent to enter into this Agreement with Surf.

RECITALS

1. Surf has developed a proprietary content delivery platform, which is accessed through Android-powered tablet computers provided by Surf (each, a “Tablet”). Such proprietary content delivery platform, including all features, content, functionality, software, applications, versions, modifications, enhancements, improvements, updates, additions, derivative works, documentation, and materials related thereto (collectively, the “Platform”).

2. Contractor is an individual who provides services as an independent contractor for various third-party ridesharing services to provide rides to customers in Contractor’s Vehicle (“Rides”).

3. Surf and Contractor desire to enter into this Agreement to establish the terms governing Contractor’s performance of the Services (defined below) and access to and use of the Surf Equipment and Platform.

IMPORTANT: please note that your provision of Services is conditioned upon and subject to your acceptance of the terms and conditions set forth in this Agreement. Please review this Agreement carefully, including, without limitation, the arbitration provision set forth in Section 13, as it will require you to resolve disputes with Surf on an individual basis through final and binding arbitration. By virtue of your electronic execution of this Agreement, you acknowledge that you have read and understood all of the terms of this Agreement, including, without limitation, Section 13, and have taken time to consider the consequences of entering into this Agreement.

AGREEMENT

1. DEFINITIONS

- 1.1. **“Affiliate”** means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest or the majority of the voting rights of such entity.
- 1.2. **“Fees”** means the fees paid to you under this Agreement, less any deductions or offsets, as described in Section 3.1 below.
- 1.3. **“Ridesharing Partner”** means one or more third party transportation services applications, including but not limited to Uber, Lyft, Via, Gett, and Juno.

- 1.4. **“Replacement Fee”** means fee described in Section 3.5 below.
- 1.5. **“Surf Data”** means all data related to the access and use of the Platform hereunder, including all data related to Users (including User Information), all data related to your Transportation Services and provision of the Platform.
- 1.6. **“Surf Equipment”** means the Tablet, any accessories provided by Surf, including, without limitation, headrest mounting bracket, security cables, auxiliary cables, USB charging cable, and power adapter.
- 1.7. **“Transportation Services”** means your provision of passenger transportation services to Users using the Vehicle, as permitted by laws and regulations.
- 1.8. **“User”, “Rider”, “Riders”** means a passenger using your Transportation Services, as permitted by laws and regulations.
- 1.9. **“Vehicle”** means your vehicle that meets the then-current Surf and Ridesharing Partner requirements.

2. GENERAL TERMS

- 2.1. **GENERAL.** You agree to abide by all laws, statutes, ordinances, and regulations applicable to the operation of the Vehicle. You agree not to personally use the Surf Equipment and Platform but make it available to all your Riders. You agree to authorize Surf to receive information from the Ridesharing Partners regarding your provision of the Transportation Services. You agree to follow all instructions in the then-current setup manual provided to you by Surf, including, without limitation, maintaining the Surf Equipment during the Term (defined below).
- 2.2. **CONTRACTOR OBLIGATION.** During the Term, Contractor will perform the following services under this Agreement (collectively, the “Services”): (a) promoting and encouraging Rider engagement with the Platform; and (b) achieving at least 60 Rider Engagement Sessions (defined below) per month (the “Monthly Rider Minimum”). Contractor will perform the Services diligently and to the best of Contractor’s ability. In the event Contractor fails to achieve the Monthly Rider Minimum for two (2) consecutive months, this Agreement will be terminated, and Contractor will follow and be subject to the termination requirements set forth.
- 2.3. **RETURNS.** You agree to ship all Surf Equipment provided to you back to Surf, at the address provided at www.ridewithsurf.com/return, if and when requested by Surf.
- 2.4. **TERM AND TERMINATION.** The “Term” of this Agreement begins on the Start Date and continues until terminated as provided in this Section 2.4. Either party may terminate this Agreement at any time, for any or no reason, immediately upon written notice to the other party (“Termination”). Upon any Termination of this Agreement: (a) Contractor will, within seven (7) days of such Termination, return the Surf Equipment to Surf in accordance with Surf’s then current return requirements, available at www.ridewithsurf.com/return; and (b) subject to and conditioned upon Contractor’s return of the Surf Equipment as required under the provisions of this Agreement, Surf will pay Contractor any Fees accrued prior to

Termination. In the event Contractor fails to return the Surf Equipment to Surf during such period, fails to return the Surf Equipment in accordance with Surf's return requirements, or fails to return the Surf Equipment in good, fully functioning condition (normal wear and tear excluded), Contractor agrees to pay to Surf the Replacement Fee, and hereby authorizes Surf to automatically charge such Replacement Fee to Contractor's account (through the Payment Processor) upon such occurrence.

- 2.5. **UPON TERMINATION.** Upon termination of this Agreement, you will be required to return some or all Surf Equipment within 7 days to a specified address as requested by Surf. You agree that if the requested Surf Equipment has not been received at the specified address within such 7 day period, in accordance with Surf's then current return requirements, available at www.ridewithsurf.com/return, Surf may charge you a Replacement Fee for the value of such Surf Equipment at the following rates:
- Tablet: \$200
 - Headrest mounting bracket: \$20
 - Security cable: \$20
 - Car charging power adapter: \$5
 - Aux cable: \$5
 - USB charging cable: \$5
 - Sim card: \$25
- 2.6. **THEFT.** In the event of theft of any Surf Equipment, you agree to immediately file a police report and provide a copy to Surf via email to support@ridewithsurf.com. You agree that if you do not send Surf an official police report within 7 days of the theft, Surf may charge you the Replacement Fee for the value of the lost Surf Equipment as set forth in [Section 3.5](#) below.
- 2.7. **OTHER EXPENSES.** Except for the Surf Equipment and the Platform, you shall provide all necessary equipment, tools, and other materials, at your own expense, necessary to perform Transportation Services and provide the Platform to Users.
- 2.8. **DAMAGES.** You acknowledge and agree that Surf will not be held responsible for any damage to your vehicle or injury(ies) to a person or persons or any damage caused by your vehicle in the event of improper use of Surf Equipment or the Platform, and that you will be held solely responsible for such damage(s) and injury(ies).
- 2.9. **SMS COMMUNICATION.** You agree that you will get SMS messages for general communications from Surf regarding the Surf Equipment or the Platform. Message & data rates may apply. To stop receiving SMS messages from Surf, reply STOP to the message. You agree that if you choose to stop receiving SMS messages from Surf, this Agreement will be terminated and you must follow the processes described in [Section 2.4](#) above.
- 2.10. **YOUR RELATIONSHIP WITH THE USER.** You acknowledge and agree that your provision of Transportation Services to Users creates a direct business

relationship between you and the User for those services and Surf is in no way affiliated with or responsible for any Transportation Services. Surf is not responsible or liable for the actions or inactions of a User in relation to you, your activities, your actions, your failure to act, or your Vehicle. You shall have the sole responsibility for any obligations or liabilities to Users or third parties that arise from your provision of the Platform and Transportation Services. You acknowledge and agree that you are solely responsible for taking such precautions as may be reasonable, necessary, and proper (including, without limitation, maintaining adequate insurance that meets the requirements of all applicable laws including motor vehicle financial responsibility laws) regarding any acts or omissions of you, a User, or third party. You acknowledge that the use of Platform in conjunction with your Transportation Services may result in altered tips or ratings as a transportation provider and agree that Surf is not liable for any such variation.

- 2.11. **YOUR RELATIONSHIP WITH SURF.** You acknowledge and agree that Surf's provision to you of a profile, the Surf Equipment, the Platform, and communications with Surf creates a direct business relationship between Surf and you. Surf does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement, including, without limitation, your provision of Transportation Services, your acts or omissions, or your operation and maintenance of your Vehicle. You retain the sole right to determine when, where, and for how long you will provide the Platform. With the exception of any signage required by local law or permit/license requirements, Surf shall have no right to require you to: (a) display Surf's or any of its Affiliates' names, logos or colors on your Vehicle(s); or (b) wear a uniform or any other clothing displaying Surf's or any of its Affiliates' names, logos or colors. You acknowledge and agree that you have complete discretion to provide services or otherwise engage in other business or employment activities. For the sake of clarity, you understand that you retain the complete right to: (i) use other software application services in addition to the Platform, and (ii) engage in any other occupation or business. You acknowledge and agree that Surf reserves the right, at any time in Surf's sole discretion to deactivate or otherwise restrict you from accessing or using the Platform.
- 2.12. **YOUR REQUIREMENTS.** You acknowledge and agree that at all times, you shall: (a) hold and maintain (i) a valid driver's license with the appropriate level of certification to operate your Vehicle, and (ii) all licenses, permits, approvals and authority applicable to you that are necessary to provide the Platform and Transportation Services to Users; (b) possess the appropriate and current level of training, expertise and experience to provide Transportation Services in a professional manner with due skill, care and diligence; and (c) maintain high standards of professionalism, service and courtesy. You acknowledge and agree that Surf reserves the right, at any time in Surf's sole discretion, to deactivate or otherwise restrict you from accessing or using the Platform.

- 2.13. **VEHICLE REQUIREMENTS.** You acknowledge and agree that your Vehicle shall at all times be: (a) properly registered and licensed to operate as a passenger transportation vehicle in each jurisdiction you provide the Services (collectively, the "Territory"); (b) owned or leased by you, or otherwise in your lawful possession; and (c) maintained in good operating condition, consistent with industry safety and maintenance standards for a Vehicle of its kind and any additional standards or requirements in the applicable Territory, and in a clean and sanitary condition.
- 2.14. **TABLET MAINTENANCE.** Contractor will be solely responsible for the physical care of the Surf Equipment during the Term. Subject to the terms and conditions of this Agreement, Contractor authorizes Surf to immediately, and without additional notice, charge the Contractor's account (via the Payment Processor) the Replacement Fee in the event that: (a) the Tablet is stolen, materially damaged or rendered inoperable while in Contractor's possession (subject to Contractor's payment of the Damages Waiver Fee as described in Section 3.6), or (b) Contractor fails to return the Tablet within seven (7) days of any Termination as set forth; provided, however, Contractor will not be responsible for payment of the Replacement Fee in connection with normal hardware or software failures that are beyond Contractor's reasonable control, as the same may be determined by Surf in its sole and absolute discretion. Contractor acknowledges that nothing contained in this Agreement grants Contractor any ownership interest in or to any Surf Equipment.

3. FINANCIAL TERMS AND PAYMENTS

- 3.1. **FEES.** As Contractor's sole compensation for the performance of the Services, Surf will pay Contractor Fees equal to \$0.50 per Rider Engagement Session. Beginning on the Start Date, Surf will pay Fees due on the First (1st) and Fifteenth (15th) of each month of the Term, if any, to Contractor in arrears. Surf will not pay you for Rider Engagement Sessions that Surf determines to be fraudulent. Surf may also pay you additional bonuses as determined in its sole and absolute discretion. You acknowledge that Surf may offer different incentives to different contractors in its sole and absolute discretion. Contractor acknowledges that other contractors engaged by Surf to provide similar services will have a varying range of earnings and that Contractor's earnings may be lower than other contractors or lower than average earnings that Surf represents in marketing materials or its website; Surf will not have any liability for any such lower earnings, and you agree that Surf will not be held responsible for lower earnings. Further, you acknowledge and agree: a) that you are entitled to no other compensation or reimbursement from Surf or its affiliates for the Services other than the Fees; b) that Surf is not responsible for any delays resulting from the Payment Processor (defined below) which are beyond Surf's control; and c)

that the Fees will not include any withholdings or deductions of taxes. All payments made by Surf to Contractor will be made on a 1099 basis.

- 3.2. **PAYMENT SYSTEM.** Following Surf's approval of Contractor's application to become a Contractor of Surf (the "Application"), Contractor will create an account with Surf's third-party payment processor which is currently Stripe, Inc. (the "Payment Processor") and link Contractor's bank account through such Payment Processor. Failure to effectively link Contractor's bank account may result in delays in payment or rejection of Contractor's Application. Contractor hereby authorizes Surf to use that account to: a) deposit payments from Surf to the contractor based on the terms described in this Section 3.2, b) debit any applicable Replacement Fee as outlined in this Agreement, and c) charge Contractor, upon Contractor's election, the Damages Waiver Fee (defined below). Contractor will immediately update Contractor's bank account information in the event that there is any change that may affect Contractor's obligations under this Agreement.
- 3.3. **CHANGES TO FEES.** Except for Fees which have already been accrued by you, Surf reserves the right to change the rates and respective requirements of any unearned Fees at any time in Surf's sole and absolute discretion. In the event of any such change, Surf will provide you with notice as required under this Agreement and your continued performance of the Services after any such changes shall constitute your consent to such changes.
- 3.4. **RIDER ENGAGEMENT SESSION.** For purposes of this Agreement, a "Rider Engagement Session" is defined as an interaction of the Rider with the Tablet where: (a) the Platform is sufficiently able to determine a Rider is using the Platform; (b) the Rider clicks the "Start Session", "Click to Begin", or similar button displayed on Platform; (c) the Platform determines that the Rider Engagement Session's start GPS location at the beginning of a Ride is different from the ending GPS location with a distance of at least three (3) miles; and (d) the Rider engages with the Platform (by viewing content or interacting with the Platform) for at least four (4) minutes.
- 3.5. **REPLACEMENT FEE.** Failure to return all Surf Equipment in good working order and in accordance with the terms and conditions of this Agreement will result in Surf charging you a Replacement Fee for such Surf Equipment upon the per item rates set forth in Section 2.5 above.
- 3.6. **EQUIPMENT DAMAGE WAIVER:** Notwithstanding the foregoing, Contractor will have the option immediately following Surf's approval of Contractor's Application to pay an additional fee of five dollars (\$5.00) per month (the "Damages Waiver Fee"). The payment of the Damages Waiver Fee is not mandatory. If Contractor elects to pay Surf the Damages Waiver Fee, then Contractor will not be liable for any damage to the Surf Equipment (excluding damages caused by intentional acts of Contractor).

4. PROPRIETARY RIGHTS AND LICENSE

- 4.1. **PLATFORM LICENSE.** Solely during the Term and subject to Contractor's compliance with the terms and conditions of this Agreement, Surf grants to Contractor a non-exclusive, non-transferable, revocable, fully-paid, royalty-free license to deploy the Tablet and offer the Platform only for use by Riders in Contractor's Vehicle.
- 4.2. **THIRD PARTY CONTENT.** Surf may provide information about third party products, services, content, activities or events through the Platform, and Surf may allow third parties to make their content and information available on or through the Platform (collectively, "Third Party Content"). Surf provides Third Party Content as a service to those interested in such content, including Riders. Any Rider or Contractor use of or interaction with any Third Party Content is solely between Rider or Contractor and the third party. Surf does not control or endorse, and makes no representations or warranties regarding, any Third Party Content, and access to and use of such Third Party Content is at the sole risk of Rider or Contractor.
- 4.3. **OWNERSHIP.** The Platform and all worldwide intellectual property rights and/or proprietary rights relating to and/or embodied therein are the exclusive property of Surf and/or its licensors. Surf reserves all rights in and to the Platform not expressly granted to Contractor, and no licenses or rights are granted by implication, estoppel or otherwise. Any suggestions, improvements, modifications, re-design, changes or other refinements provided by Contractor, whether or not incorporated into the Platform, will not provide Contractor any financial or legal claim to the Platform or any other Surf software, product, service or intellectual property. Contractor hereby unconditionally and irrevocably assigns to Surf its entire right, title, and interest in and to any intellectual property rights that Contractor may now or hereafter have in or relating to the Platform (including any rights in derivative works or patent improvements relating thereto), whether held or acquired by operation of law, contract, assignment or otherwise. Contractor will: (a) take all commercially reasonable measures to safeguard the Platform from infringement, misappropriation, theft, misuse, or unauthorized access; and (b) take all such steps as Surf may reasonably require to assist Surf in maintaining the validity, enforceability, and Surf's ownership of the intellectual property rights in the Platform.

5. RESTRICTIONS

Contractor will not:

- 5.1. Use or access, or facilitate the use or access of, the Platform other than as expressly authorized herein;
- 5.2. Publish or otherwise disclose to any third-party data or information relating to the performance of the Platform or data or information produced using the Platform;

- 5.3. Merge or combine the Platform with any hardware or software other than the Surf Equipment provided by Contractor, or modify, adapt, alter, translate or create derivative works from the Platform;
- 5.4. Disassemble, decompile, or reverse engineer the Platform, or otherwise attempt to derive the source code for the Platform or any portion thereof, or copy any portion of the Platform; or
- 5.5. Use the Surf Equipment or Platform or provide the Services in violation of applicable laws.

6. INSURANCE

- 6.1. You agree to maintain during the Term, on all Vehicles operated by you in connection with this Agreement, automobile liability insurance that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy the minimum requirements to operate a private passenger vehicle on the public roads within the Territory. This coverage must also include any no-fault coverage required by law in the Territory that may not be waived by an insured. You agree to provide Surf and its Affiliates a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for the insurance policy required in this Section 6.1 upon request. Surf shall have no right to control your selection or maintenance of your policy. You must be a named insured or individually rated driver, for which a premium is charged, on the insurance policy required in this Section 6.1 at all times.
- 6.2. Surf may maintain during the term of this Agreement insurance related to your provision of the Platform as determined by Surf in its reasonable discretion. You are required to promptly notify Surf of any accidents that occur while providing the Platform and to cooperate and provide all necessary information related thereto.

7. **PRIVACY.** For information about how Surf collects, uses, shares and otherwise processes information about Contractor, please see Surf's Privacy Policy (as may be updated from time to time by Surf). Contractor acknowledges that Surf has made a copy of such Privacy Policy available to Contractor online or in hard copy format.

8. **WARRANTY DISCLAIMER.** THE PLATFORM AND SURF EQUIPMENT, AND ALL CONTENT THEREIN AND THEREON, ARE PROVIDED ON AN "AS IS" BASIS. SURF HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF DESIGN, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN ADDITION, SURF DOES NOT REPRESENT OR WARRANT THAT: (A) THE PLATFORM OR SURF EQUIPMENT, OR ALL CONTENT THEREIN AND THEREON, ARE ACCURATE,

COMPLETE, RELIABLE, CURRENT OR ERROR-FREE; OR (B) THAT THE PLATFORM WILL MEET ANY AVAILABILITY OR UPTIME COMMITMENTS (THE PLATFORM, AND ALL CONTENT THEREON, MAY BE SUBJECT TO LIMITATIONS, DELAYS, OR OTHER PROBLEMS, INCLUDING INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND SURF IS NOT LIABLE FOR ANY SUCH LIMITATIONS, DELAYS, OR PROBLEMS, OR DAMAGES RELATING THERETO). WHILE SURF ATTEMPTS TO MAKE USE OF ITS PRODUCTS AND SERVICES (AND ANY CONTENT THEREIN) SAFE, SURF CANNOT AND DOES NOT REPRESENT OR WARRANT THAT ITS PRODUCTS, SERVICES, ANY CONTENT THEREON, OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CONTRACTOR ASSUMES THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PLATFORM AND SURF EQUIPMENT, AND ALL CONTENT THEREON.

- 9. LIMITATION OF LIABILITY.** EXCEPT FOR DAMAGES ARISING FROM (A) A PARTY'S INDEMNIFICATION OBLIGATIONS; (B) BREACHES OF RESTRICTIONS OR CONTRACTOR'S EXERCISE OF SURF'S INTELLECTUAL PROPERTY RIGHTS IN VIOLATION OR EXCESS OF THE LICENSES GRANTED IN SECTION 4; (C) GROSSLY NEGLIGENT, WILLFUL OR FRAUDULENT ACTS OR OMISSIONS; OR (D) ANY ACT OR OMISSION CAUSING PERSONAL INJURY OR DEATH, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR: (I) ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES OR LOST PROFITS WHATSOEVER ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PLATFORM OR SURF EQUIPMENT, OR ANY CONTENT THEREON, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) AGGREGATE LIABILITY IN EXCESS OF THREE HUNDRED DOLLARS (\$300). THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO ALL CLAIMS AND ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR ANY OTHER GROUNDS.
- 10. NO SERVICE GUARANTEE.** SURF DOES NOT GUARANTEE THE AVAILABILITY OR UPTIME OF THE PLATFORM OR SURF EQUIPMENT. YOU ACKNOWLEDGE AND AGREE THAT THE PLATFORM OR SURF EQUIPMENT MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON. FURTHER, THE PLATFORM AND SURF EQUIPMENT MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND SURF AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

- 11. RELEASE.** To the fullest extent permitted by applicable law, Contractor hereby releases Surf from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes with or between Contractor and Riders or other third parties and the acts or omissions of third parties. Without limiting the generality of the foregoing, Contractor's provision of Rides creates a direct business relationship between Contractor and the Rider and/or the third-party ride-sharing service provider for those services and Surf is in no way affiliated with or responsible for Contractor's acts or omissions relating thereto, or for Contractor's Vehicle. Contractor represents and covenants that Contractor is solely responsible for taking such precautions as may be reasonable, necessary, and proper (including, without limitation, maintaining adequate insurance that meets the requirements of all applicable laws including motor vehicle financial responsibility laws) regarding any acts or omissions of Contractor, a Rider, or third party in connection with the Transportation Services provided by Contractor. Contractor hereby waives any rights Contractor may have under California Civil Code § 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."
- 12. INDEMNITY.** Contractor will indemnify, defend, and hold harmless Surf and its Affiliates and each of their respective officers, directors, managers, members, employees and independent contractors and their successors and assigns for, from, and against any loss, liability, claim, demand, cost, or expense (including attorneys' fees) arising out of or pertaining in any manner to Contractor's performance under this Agreement or otherwise arising out of: (a) Contractor's breach of Contractor's representations, warranties, or covenants set forth in this Agreement, (b) the relationship and interactions between Contractor and any of its employers, contractors, or Riders and any services provided by Contractor to such persons; (c) any contract or agreement between Contractor and any third party; (d) any theft of or damage to the Surf Equipment; or (e) Contractor's use of the Surf Equipment or Platform in violation of this Agreement.
- 13. DISPUTE RESOLUTION; BINDING ARBITRATION.** Surf urges Contractor to please read the following Section 13 carefully because it requires Contractor to arbitrate certain disputes and claims with Surf and limits the manner in which Contractor can seek relief from Surf. No class or representative actions or arbitrations are allowed under this arbitration agreement. In addition, arbitration precludes Contractor from suing in court or having a jury trial.
- 13.1. No Representative Actions. Any dispute arising out of or related to this Agreement is personal to Contractor and Surf, and any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

- 13.2. Arbitration of Disputes. Contractor hereby waives all rights to a jury trial and to have any dispute arising out of or related to this Agreement resolved in court. Instead, for any dispute or claim that Contractor has against Surf or relating in any way to this Agreement, Contractor will first contact Surf and attempt to resolve the claim informally by sending a written notice of the claim (“Notice”) to Surf (email sufficing). If Contractor and Surf cannot reach an agreement to resolve the claim within thirty (30) days after Surf receives such Notice, then either party may submit the dispute to binding arbitration administered by JAMS. All disputes submitted to JAMS will be resolved through confidential, binding arbitration before one arbitrator. Arbitration proceedings will be held in Maricopa County, Arizona, in accordance with the JAMS Streamlined Arbitration Rules and Procedures (“JAMS Rules”). The most recent version of the JAMS Rules are available on the JAMS website and are hereby incorporated by reference. Contractor warrants that Contractor has either read and understands the JAMS Rules or waived Contractor’s opportunity to read the JAMS Rules, and hereby waives any claim that the JAMS Rules are unfair or should not apply for any reason.
- 13.3. Contractor acknowledges that this Agreement affects interstate commerce and that the enforceability of this Section 13 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the “FAA”), to the maximum extent permitted by applicable law. As limited by the FAA, this Agreement and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator may conduct only an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.
- 13.4. The arbitrator, Surf, and Contractor will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.
- 13.5. For any arbitration initiated by Contractor, Contractor will pay the filing fee and the remaining JAMS fees and costs. For any arbitration initiated by Surf, Surf will pay all JAMS fees and costs. The state or federal courts of the State of Arizona and the United States sitting in Maricopa County, Arizona have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

- 13.6. Any claim arising out of or related to this Agreement must be filed within one year after such claim arose; otherwise, the claim is permanently barred, which means that Contractor and Surf will not have the right to assert the claim.
- 13.7. If any portion of this Section 13 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 this Section 13 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 13; 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. Further, if any part of this Section 13 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 13 will be enforceable.
- 14. GOVERNING LAW; NOTICES.** This Agreement shall be governed, construed and enforced in accordance with the laws of the United States of America and of the State of Arizona without reference to conflict of law principles. Any dispute between the parties that is not subject to arbitration as set forth in Section 13 above will be resolved in the state or federal courts of Arizona. All notices, requests, demands, and other communications required or permitted under this Agreement will be in writing and will be deemed to have been duly given, made, and received: (i) if personally delivered, on the date of delivery; (ii) if by email transmission, upon receipt; (iii) if mailed, three days after deposit in the United States mail, registered or certified, return receipt requested, postage prepaid; or (iv) if by a courier delivery service providing overnight or "next-day" delivery, on the next business day after deposit with such service. All notices, requests, demands, and other communications will be addressed to each party's address as set forth in the Contractor's Application or Surf's website, respectively. Either party may alter the address to which such notices, requests, demands, or other communications will be sent by giving notice to the other party of such change of address in conformity with the provisions of this Section 14.
- 15. ENTIRE AGREEMENT.** This Agreement constitutes the entire and only agreement between the parties related to the subject matter contained herein and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

16. **CHANGES TO THIS AGREEMENT.** Surf may amend the terms of this Agreement from time to time in its sole and absolute discretion. Such amendments will be effective upon Surf's notifying you via email. Your continued provision of Services after such notification confirms your consent to be bound by this Agreement, as amended. If Surf changes this Agreement 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 Surf written notice of such rejection within 30 days of the date such change became effective. This written notice must be provided in accordance with Section 14 above. In order to be effective, the notice must also include your full name and clearly indicate your intent to reject changes to this Agreement. By rejecting changes, you are agreeing that you will continue to be bound by the provisions of this Agreement as of the date you first agreed to this Agreement (or to any subsequent changes to this Agreement).
17. **MISCELLANEOUS.** Contractor shall comply with all applicable federal, state and local laws, regulations, and ordinances in connection with its activities pursuant to this Agreement. Contractor may not assign or delegate, directly or indirectly, by operation of law, change of control or otherwise, this Agreement or any of its rights or obligations under this Agreement to any third party, and any attempt to do so will be void and of no effect. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement. The provisions of this agreement will survive any expiration or termination of the Term.