**TERMS OF SERVICE**

ZIDE Holdings, LLC (“ZIDE,” “we,” “us,” or “our”) provides its services (as described below) to you or your agent, representative or authorized vehicle operators (as designated by you in writing to ZIDE) (“you” or “User”) through its website located at [www.zidedrivers.com](http://www.zideapp.com) (the “Site”) and through ZIDE’s mobile applications, platform and related services (collectively, such services, including any new features and applications, and the Site, the “Service(s)”), subject to the following Terms of Service (as amended from time to time, the “Terms of Service”).

We reserve the right, at our sole discretion, to change or modify portions of the Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We will also notify you, either through the Services user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Privacy Policy located at **www.zidedrivers.com**. All such terms are hereby incorporated by reference into these Terms of Service. Your agreement and acceptance of these Terms and Conditions shall be binding on all agents, representatives or authorized vehicle operators designated by you and identified to ZIDE in writing who use the Service or the Site on behalf of you.

**ACCESS AND USE OF THE SERVICE**

**Services Description:** The Service is designed to offer you information and a means of obtaining short-term vehicle management solutions to coordinate pick up and return of a vehicle to and from a designated location(s), at your request, but within a service area as designated in the ZIDE mobile app or coverage location. As a User, you authorize ZIDE Service to operate your vehicle and make decisions on your behalf for the purposes of managing vehicle pick-up, transportation and drop-off logistics, as designated by you and where you and your guests may or may not be a passenger.

**User Representations and Warranties:** By using the Service, you expressly represent and warrant that you are at least eighteen (18) years old, otherwise capable of entering into binding contracts and legally entitled to enter this Agreement. If you reside in a jurisdiction that restricts the use of the Service because of age, or restricts the ability to enter agreements such as this one due to age, you must abide by such age limits and you must not use the Service. Without limiting the foregoing, the Service is not available to children (persons under the age of 18) or others who are not capable of entering into binding contracts. By using the Service, you represent and warrant that you have the right authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement.

You may be required to register with ZIDE in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service’s registration form. You may register as a company or for a single account per person, and creation of duplicate accounts (including registering the same individual using multiple email accounts) is grounds for immediate termination of all accounts. Registration data and certain other information about you are governed by our Privacy Policy, which can be accessed at **www.zidedrivers.com**.

As a condition to your use of the Service, you represent and warrant that:

* You possess a valid driver’s license and are authorized to operate a motor vehicle and have all appropriate licenses, approvals and authority to participate in the Services in all jurisdictions in which you use the Services.
* You have the legal right to operate the vehicle when dropping off the vehicle, and such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind.
* You will be solely responsible for any and all liability which results from or is alleged as a result of the condition of your vehicle, including, but not limited to personal injuries, death and property damages.
* You will be solely responsible for the full functionality of your vehicle. If your vehicle fails to function (e.g., electrical, mechanical, battery charge or other) in any way while ZIDE is in possession of your vehicle, you will be responsible for all storage fees, roadside assistance, alternate transportation and repair of any kind. ZIDE is not responsible for vehicle batteries that cannot hold a sufficient charge.
* You have the legal right to designate ZIDE and any of its agents, employees or representatives as your agent and you delegate actual authority to ZIDE to and any of its agents, employees or representatives to operate your vehicle and make decisions on your behalf for the purposes of providing Services offered through the ZIDE Platform.
* You are named or scheduled on the insurance policy covering the vehicle you use when participating in the Services.
* You have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) for the operation of your vehicle to cover any anticipated losses related to your participation in the Services or the operation of your vehicle by ZIDE or any of its agents, employees or representatives. You will be solely responsible for any and all liability which results from or is alleged as a result of your operation of the vehicle you use to participate in the Services, including, but not limited to personal injuries, death and property damages. In the event of a motor vehicle accident you will be solely responsible for compliance with any applicable statutory or state department of motor vehicles requirements, and for all necessary contacts with your insurance carrier.
* You will obey all applicable laws related to the matters set forth herein (including, but not limited to, vehicle registration and safety regulations), and you will be solely responsible for any violations of such laws (and ZIDE expressly disclaims any liability in connection therewith).
* You are in proper condition to operate a motor vehicle, and ZIDE is not responsible or liable for assessing your state when returning your keys.

Further, as a precondition to using the Services, you agree to the following rules and policies:

* ZIDE has the right to terminate the Services at any time, for any reason, in ZIDE’s sole discretion.
* You will not harass, intimidate, bully, or threaten any ZIDE employees, agents, contractors or representatives.
* You may only use the Services during ZIDE’s regular operating hours.
* Cancellation of the Services at any time may be subject to a cancellation fee, in ZIDE’s sole discretion.
* At the conclusion of certain Services, ZIDE reserves the right to turn off and lock your vehicle before turning over control of your vehicle to you.
* At ZIDE’s sole discretion, create promotional codes that may be redeemed for account credit, or other features or benefits related to the Services, subject to any additional terms that ZIDE establishes on a per promotional code basis (“Promo Codes”). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by ZIDE; (iii) may be disabled by ZIDE at any time for any reason without liability to ZIDE; (iv) may only be used pursuant to the specific terms that ZIDE establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use.
* You are responsible for all charges incurred in connection with your use of the Services following the release of the car to your possession (including, but not limited to, fuel charges, tolls, traffic and safety violation penalties, towing expenses, parking tickets, additional parking charges, cleaning fees, etc.).
* With your written or verbal approval, your car may be released to a third party (including, but not limited to, a doorman, valet company, spouse, or family member), which concludes your Service from ZIDE.
* ZIDE will only be obligated to make stops requested through and confirmed by the Services.
* ZIDE reserves the right to adjust your vehicle settings (including, but not limited to, seat and mirror adjustments) to account for safe operation of the vehicle.
* You shall not leave any pets or children in the car upon dropping your car off with ZIDE and ZIDE reserves the right to refuse service if any pets or children are in the car after your departure.
* You will report any damage to your vehicle to ZIDE within twenty-four (24) hours of receiving your vehicle from ZIDE and provide complete and total photo documentation within three (3) days.
* Any repairs covered by ZIDE and authorized by you will be done at ZIDE’s repair facility of choice, in ZIDE’s sole discretion. No additional compensation will be provided outside of the explicit repair of your vehicle.
* Repairs must be completed within thirty (30) days of ZIDE’s acceptance of liability. ZIDE will respond to all customer claims re: ZIDE liability within seventy-two (72) hours.
* You are responsible for all costs associated with normal wear and tear on your vehicle (including, but not limited to, interior or mechanical wear and tear and cleaning). ZIDE shall have no liability or responsibility for trash, debris or other messes left by passengers or you while providing the Services (including, but not limited to you or your passengers getting sick in the vehicle).
* Monthly subscribers of ZIDE Services will be charged on a recurring monthly basis on the same date each month. You must provide at least fifteen (15) days notice prior to your next monthly renewal date if you wish to suspend, upgrade/downgrade or terminate your contract. We do not prorate or refund for the current month’s billing cycle.
* ZIDE is not responsible for flat tires, or windshield cracks, which occur in the ordinary course of driving and are not otherwise caused by a collision where ZIDE is at fault.
* ZIDE is not responsible for parking citations received when ZIDE is not in possession of the customer’s vehicle, including but not limited to citations that result from the customer’s chosen drop-off location. Parking citations should be submitted to ZIDE at least seven (7) days before the due date; ZIDE is not responsible for late fees.
* ZIDE reserves the right to deny service to oversized vehicles, which are defined as a vehicle or combination of vehicles that exceeds twenty feet in length, seven feet in width, or eight feet in height. This definition includes box trucks, vehicles with trailers, or buses.

ZIDE expressly disclaims liability for any events or damage that may occur to or in connection with you or your vehicle after the Services have been completed.

**Member Account, Password and Security:** You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify ZIDE of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. ZIDE will not be liable for any loss or damage arising from your failure to comply with the terms of this Section.

**Modifications to Service:** ZIDE reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that ZIDE will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

**Mobile Services:** The Service includes certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the “Mobile Services”). To the extent you access the Service through a mobile device, your wireless service carrier’s standard charges, data rates and other fees may apply. By using the Mobile Services, you agree that we may communicate with you regarding and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your ZIDE account information to ensure that your messages are not sent to the person that acquires your old number.

Location data provided by the Service is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither ZIDE, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data displayed by the Services.

**INSURANCE AND DAMAGE TO PROPERTY**

ZIDE procures insurance that provides excess automobile liability insurance up to $1,000,000 per occurrence, with umbrella insurance of $2,000,000 total. This coverage applies to third party property damage claims and/or third party bodily injury claims that arise while ZIDE is picking up or returning your vehicle in connection with the Services. A separate property coverage limit of $1,000,000 is provided should the driver damage your vehicle while it is in ZIDE’s drivers’ care, custody and control.

We do not procure insurance for, nor are we responsible for any damage to, loss of or theft of, personal belongings or intellectual property left in the car. These include tapes, records, discs or other similar audio visual or data electronic devices, any speed measuring equipment within the vehicle or any other accessories of any kind. It is your responsibility to ensure that you remove any personal belongings from the car before and after each ZIDE service arranged through ZIDE.

As with any personal auto insurance policy, additional insurance terms, limitations, and exclusions apply.

**CONDITIONS OF USE**

**User Conduct:** You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials (“content”) that you upload, post, publish or display (hereinafter, “upload”) or email or otherwise use via the Service. ZIDE reserves the right to investigate and take appropriate legal action against anyone who, in ZIDE’s sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service to:

1. email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of ZIDE, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose ZIDE or its users to any harm or liability of any type;
2. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
3. violate any applicable local, state, national or international law, or any regulations having the force of law;
4. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
5. solicit personal information from anyone under the age of eighteen (18);
6. harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
7. advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
8. further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
9. obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

The foregoing does not prohibit you from providing email addresses or other electronic contact information to ZIDE in order to invite a friend to use ZIDE’s services or to share a referral code with a friend for ZIDE’s services. However, by sharing such information with ZIDE, you represent that your friend has consented to being contacted by ZIDE.

**Fees:** To the extent the Service or any portion thereof is made available for any fee, you will be required to select a payment plan and provide ZIDE information regarding your credit card or other payment instrument. You represent and warrant to ZIDE that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay ZIDE the amount that is specified on the Service. If you dispute any charges you must let ZIDE know within thirty (30) days after the date that ZIDE charges you. ZIDE reserves the right to suspend your account should a payment be rejected by your credit card company or if a payment is otherwise flagged as fraudulent. ZIDE reserve the right to change ZIDE’s prices at any time, and the posting of such prices on the Service will constitute notice to you of such price changes. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. You shall be responsible for all taxes associated with the Services other than U.S. taxes based on ZIDE’s net income. You shall also be responsible for all fees associated with any delays in returning your vehicle, as contemplated in the section below.

**Changes in Scheduling and Delays in Returning Vehicles:** We will work to return your vehicle to you in a timely manner, based on your designated vehicle return time. However, should you change or reschedule your designated vehicle return time after we have picked-up your vehicle from you, you are responsible for any fees incurred as a result of that rescheduling.

**Cancellation of Vehicle Management Solutions service:** All requests for vehicle management solutions services may be cancelled, free of charge, within the first five (5) minutes from the time the service request is made. In the event you cancel a request for service after the five (5) minute window has elapsed, you agree to pay a “cancellation fee” of ten dollars ($10).

**Compliance with Local Laws:** You agree to comply with all state and local laws and regulations while using the Services, including, but not limited to, all driving, traffic and pedestrian related laws and regulations.

**Special Notice for International Use; Export Controls:** Software (defined below) available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

**Commercial Use:** Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. The Service is for your personal use.

**APPLE-ENABLED SOFTWARE APPLICATIONS**

ZIDE offers Software applications that are intended to be operated in connection with products made commercially available by Apple Inc. (“Apple”), among other platforms. With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, “Apple-Enabled Software”), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

* ZIDE and you acknowledge that the Terms of Service are concluded between ZIDE and you only, and not with Apple, and that as between ZIDE and Apple, ZIDE, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
* You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.
* Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.
* Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
* Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be ZIDE’s sole responsibility, to the extent it cannot be disclaimed under applicable law.
* ZIDE and you acknowledge that ZIDE, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
* In the event of any third party claim that the Apple-Enabled Software or the end-user’s possession and use of that Apple-Enabled Software infringes that third party’s intellectual property rights, as between ZIDE and Apple, ZIDE, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
* You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to ZIDE as follows:

[info@zide.care](mailto:info@zide.care)

347-407-9500

ZIDE and you acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of the Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms of Service against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

**INTELLECTUAL PROPERTY RIGHTS**

**Service Content, Software and Trademarks:** You acknowledge and agree that the Service may contain content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by ZIDE, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by ZIDE from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of ZIDE, our affiliates and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by ZIDE.

The ZIDE name and logos are trademarks and service marks of ZIDE (collectively the “ZIDE Trademarks”). Other ZIDE product and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to ZIDE. Nothing in this Terms of Service or the Service itself should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of ZIDE Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of ZIDE Trademarks will inure to ZIDE’s exclusive benefit.

**Third Party Material:** Under no circumstances will ZIDE be liable in any way for any content or materials of any third parties (including users), including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that ZIDE does not pre-screen content, but that ZIDE and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, ZIDE and its designees will have the right to remove any content that violates the Terms of Service or is deemed by ZIDE, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

**User Content Transmitted Through the Service:** With respect to the content or other materials you upload through the Service or share with other users or recipients (collectively, “User Content”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading any User Content, you hereby grant and will grant to ZIDE and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sub-licensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service (“Submissions”), provided by you to ZIDE are non-confidential and ZIDE will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that ZIDE may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of ZIDE, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

**THIRD PARTY WEBSITES**

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. ZIDE has no control over such sites and resources and ZIDE is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that ZIDE will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that ZIDE is not liable for any loss or claim that you may have against any such third party.

**SOCIAL NETWORKING SERVICES**

The Services may permit you to enable or log in to the Service via various online third party services, such as social media and social networking services like Facebook or Twitter (“Social Networking Services”). By logging in or directly integrating these Social Networking Services into the Service, we make your online experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating these Social Networking Services and ZIDE’s use, storage and disclosure of information related to you and your use of such services within ZIDE (including your friend lists and the like), please see our Privacy Policy **www.zidedrivers.com**. However, please remember that the manner in which Social Networking Services use, store and disclose your information is governed solely by the policies of such third parties, and ZIDE shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the Service.

In addition, ZIDE is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with Social Networking Services. As such, ZIDE is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services. ZIDE enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

**INDEMNITY AND RELEASE**

You agree to release, indemnify and hold ZIDE and its affiliates and their officers, employees, directors and agent harmless from any and all losses, damages, expenses, including reasonable attorneys’ fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Services, any User Content, the condition of your vehicle, your operation of your vehicle, or your violation of the Terms of Service or your violation of any rights of another. If you are a New York or California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine, as applicable.

**DISCLAIMER OF WARRANTIES**

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. ZIDE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

ZIDE MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ZIDE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL ZIDE’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID ZIDE IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS ($100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

**ARBITRATION**

At ZIDE’s or your election, all disputes, claims, or controversies arising out of or relating to the Terms of Service or the Service that are not resolved by mutual agreement may be resolved by binding arbitration to be conducted before JAMS, or its successor. Unless otherwise agreed by the parties, arbitration will be held in New York, New York before a single arbitrator mutually agreed upon by the parties, or if the parties cannot mutually agree, a single arbitrator appointed by JAMS, and will be conducted in accordance with the rules and regulations promulgated by JAMS unless specifically modified in the Terms of Service. The arbitration must commence within forty-five (45) days of the date on which a written demand for arbitration is filed by either party. The arbitrator’s decision and award will be made and delivered within sixty (60) days of the conclusion of the arbitration and within six (6) months of the selection of the arbitrator. The arbitrator will not have the power to award damages in excess of the limitation on actual compensatory, direct damages set forth in the Terms of Service and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under the Terms of Service, and each party hereby irrevocably waives any claim to such damages. The arbitrator may, in his or her discretion, assess costs and expenses (including the reasonable legal fees and expenses of the prevailing part) against any party to a proceeding. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys’ fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. The provisions of this arbitration section will be enforceable in any court of competent jurisdiction.

Notwithstanding the provisions of the introductory section above, if ZIDE changes this ‘Arbitration’ section after the date you first accepted the Terms of Service (or accepted any subsequent changes to these Terms of Service), you may reject any such change by sending us written notice within thirty (30) days of the date such change became effective, as indicated in the “Date of Last Revision” date above or in the date of ZIDE’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any dispute between you and ZIDE in accordance with the provisions of this section as of the date you first accepted the Terms of Service (or accepted any subsequent changes to these Terms of Service).

**TERMINATION**

You agree that ZIDE, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if ZIDE believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. ZIDE may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that ZIDE may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that ZIDE will not be liable to you or any third party for any termination of your access to the Service.

**USER DISPUTES**

You agree that you are solely responsible for your interactions with any other user in connection with the Service and ZIDE will have no liability or responsibility with respect thereto. ZIDE reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

**GENERAL**

The Terms of Service constitute the entire agreement between you and ZIDE and govern your use of the Service, superseding any prior agreements between you and ZIDE with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software. The Terms of Service will be governed by the laws of the State of New York & California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and ZIDE agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within New York County, New York. The failure of ZIDE to exercise or enforce any right or provision of the Terms of Service will not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of ZIDE, but ZIDE may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to the Terms of Service or other matters by displaying notices or links to notices generally on the Service.

**YOUR PRIVACY**

At ZIDE, we respect the privacy of our users. For details please see our Privacy Policy, which can be accessed at **www.zidedrivers.com.** By using the Service, you consent to our collection and use of personal data as outlined therein.

**CONTACT US**

Please contact us at **info@zide.care** to report any violations of the Terms of Service or to pose any questions regarding this Terms of Service or the Service.