

# CALL THE CAR

## TERMS OF SERVICE

**PLEASE NOTE: THESE TERMS OF SERVICE CONTAIN AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT AFFECTS HOW DISPUTES WITH US ARE RESOLVED. BY ACCEPTING THESE TERMS OF SERVICE, YOU AGREE TO BE BOUND BY THIS ARBITRATION PROVISION. PLEASE READ IT CAREFULLY.**

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

Last Updated: November 3, 2017

### 1. Key Terms

Call the Car (also referred to as “us” or we” in these Terms of Service) is a healthcare transportation company that works with health plans and case managers as a reliable, responsible solution for their transportation needs. We transfer members to and from appointments, dialysis centers and other healthcare facilities as needed (the “**Services**”). Certain of the Services are accessible at [www.CalltheCar.com](http://www.CalltheCar.com) and any other websites through which we make the Services available (collectively, the “**Site**”) and as applications for mobile, tablet and other smart devices and application program interfaces (together, the “**App**”).

As used in these Terms of Service (“**Terms**”), the following terms have the meanings set forth below:

“**CTC Content**” means all Content that we make available through the Platform, or related promotional campaigns and official social media channels, including any Content licensed from a third party, but excluding any Content posted by third parties without our knowledge or consent, as well as by a member, including reviews or comments in social media channels.

“**Content**” means text, graphics, images, music, software (excluding the App), audio, video, information or other materials.

“**Platform**” means the Site, App and Services being offered by us.

### 2. Terms of Service

By using the Platform, you agree to comply with and be legally bound by the terms and conditions of these Terms, whether or not you become a registered user of the Services. These Terms govern your access to and use of the Platform. These Terms constitute a binding legal agreement between you and us. Please also read carefully our [Privacy Policy](#).

In addition, certain areas of the Site and App (and your access to or use of certain aspects of the Services or CTC Content) may have different terms and conditions, standards, guidelines, or policies posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Platform, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Platform.

If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Platform.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE PLATFORM OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE PLATFORM, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND RECEIVE OUR SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE PLATFORM.

If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

### **3. Modification**

We reserve the right, at our sole discretion, to modify the Platform or to modify these Terms at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or via the App and/or provide you notice of the modification by email. We will also update the “Last Updated” date at the top of these Terms. Changes to the Terms will be effective at the time of posting. Your continued access or use of the Platform will constitute acceptance of the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Platform.

### **4. User Conduct**

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and other obligations that may apply to your use of the Platform. In connection with your use of the Platform, you may not and you agree that you will not:

- violate any local, state, provincial, national, or other law or regulation, or any order of a court;
- use manual or automated software, devices, scripts, robots, backdoors or other means or processes to access, “scrape,” “crawl” or “spider” any web pages or other services contained in the Platform;
- access or use our Platform or our API to use, expose, or allow to be used or exposed, any CTC Content: (i) that is not publicly displayed by us; (ii) in any way that is inconsistent with our Privacy Policy or these Terms; or (iii) in any way that otherwise violates the privacy rights or any other rights of our users or any other third party;
- use the Platform for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies our endorsement, partnership or otherwise misleads others as to your affiliation with us;
- dilute, tarnish or otherwise harm our brand in any way, including through unauthorized use of CTC Content, registering and/or using Call the Car or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Call the Car domains, trademarks, taglines, promotional campaigns or Content;
- copy, store or otherwise access or use any information contained on the Platform for purposes not expressly permitted by these Terms;

- infringe any of our rights or the rights of any other person or entity, including their intellectual property, privacy, publicity or contractual right
- interfere with or damage our Platform, including through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use our Platform to transmit, distribute, post or submit any information concerning any other person or entity, including photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- use our Platform in connection with the distribution of unsolicited commercial email (“spam”);
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- use automated scripts to collect information from or otherwise interact with the Platform;
- violate these Terms or our then-current policies;
- post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
- systematically retrieve data or other content from our Platform to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- use, display, mirror or frame the Platform, or any individual element within the Platform, our name, trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Platform, without our express written consent;
- access, tamper with, or use non-public areas of the Platform, our computer systems, or the technical delivery systems of our providers;
- attempt to probe, scan, or test the vulnerability of our system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Platform;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Platform to send altered, deceptive or false source-identifying information;

- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services or App;
- advocate, encourage, or assist any third party in doing any of the foregoing; or

We may access, preserve and disclose any of your information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against us or to comply with legal process (for example, subpoenas or warrants), (ii) enforce or administer our agreements with users, such as these Terms (iii) for fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes, or (iv) protect the rights, property or safety of Call the Car, its users, or members of the public.

## **5. Privacy**

You agree that our [Privacy Policy](#) (as may be updated from time to time) governs our collection and use of your personal information.

## **6. Intellectual Property Ownership and Rights Notices**

The Platform, including all CTC Content, may be protected by copyright, trademark, and other laws of the United States and foreign countries. You acknowledge and agree that the Platform, including all associated intellectual property rights, are the exclusive property of us and our licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Platform. All trademarks, service marks, logos, trade names, and any other proprietary designations of Call the Car used on or in connection with the Platform are trademarks or registered trademarks of Call the Car in the US and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Platform are used for identification purposes only and may be the property of their respective owners.

## **7. Additional Terms**

Our Platform has different products, features and offerings, so sometimes additional terms or product requirements may apply to your use of those products, features or offerings. If additional terms are available for the relevant product or Services you use, those additional terms become part of these Terms.

## **8. App License**

Subject to your compliance with these Terms, we grant you a limited non-exclusive, non-transferable license to download and install a copy of the App on each mobile device or computer that you own or control and run such copy of the App solely for your own personal use. Furthermore, with respect to any Apple App Store Sourced App (defined below), you will only use the App Store Sourced App (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. We reserve all rights in the App not expressly granted to you by these Terms.

## **9. CTC Content License**

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable license, to access and view any CTC Content solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Platform, or

CTC Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by us or our licensors, except for the licenses and rights expressly granted in these Terms.

## **10. Links**

The Platform may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by us of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or their content, products or services on or available from such websites or resources. Your use of these third-party websites or resources will be subject to such third party's terms of use rather than to these Terms.

## **11. Feedback**

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Platform (“**Feedback**“). You may submit Feedback by emailing us, through the contact form of the Site and App (if available), or by other means of communication. You acknowledge and agree that all Feedback you give us will be our sole and exclusive property, and you hereby irrevocably assign to us and agree to irrevocably assign to us all of your right, title, and interest in and to all Feedback, including all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waive any moral rights you may have in such Feedback. At our request and expense, you will execute documents and take such further acts as we may reasonably request to assist us to acquire, perfect, and maintain our intellectual property rights and other legal protections for the Feedback.

## **12. Copyright Policy**

We respect copyright law and expect our users to do the same. Any unauthorized use, reproduction, modification, distribution, transmission, republication, display or performance of the Content or any copyrighted material is strictly prohibited.

## **13. Disclaimers**

IF YOU CHOOSE TO USE THE PLATFORM, YOU DO SO AT YOUR SOLE RISK. THE PLATFORM AND CONTENT ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, CALL THE CAR EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. CALL THE CAR MAKES NO WARRANTY THAT THE PLATFORM OR CONTENT WILL (A) MEET YOUR REQUIREMENTS OR EXPECTATIONS, (B) BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) ERRORS OR DEFECT IN THE PLATFORM WILL BE CORRECTED OR (E) THE PLATFORM ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CALL THE CAR MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SERVICES OR CONTENT, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE PLATFORM.

WE MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY

SERVICES, PRODUCTS OR GOODS OBTAINED BY THIRD PARTIES THROUGH THE USE OF THE PLATFORM. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE PLATFORM AND THE SERVICES, AND ANY THIRD PARTY SERVICES OR PRODUCTS, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CALL THE CAR OR THROUGH THE PLATFORM OR CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

#### **14. Limitation of Liability**

IN NO EVENT SHALL CALL THE CAR AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). CALL THE CAR AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BY NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PLATFORM, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE PLATFORM, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY SERVICE PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE PLATFORM OR IS REFERRED BY THE PLATFORM, EVEN IF CALL THE CAR AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WE MAY INTRODUCE YOU TO THIRD PARTY TRANSPORTATION PROVIDERS FOR THE PURPOSES OF PROVIDING TRANSPORTATION. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD PARTY TRANSPORTATION PROVIDERS, AND YOU EXPRESSLY WAIVE AND RELEASE US FROM ANY AND ALL ANY LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE THIRD PARTY TRANSPORTATION PROVIDER. YOU ACKNOWLEDGE THAT THIRD PARTY TRANSPORTATION PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH US MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. YOU ACKNOWLEDGE AND AGREE THAT YOU ENTER THE CAR AT YOUR OWN RISK. WE WILL NOT BE A PARTY TO DISPUTES, NEGOTIATIONS OF DISPUTES BETWEEN YOU AND ANY THIRD PARTY PROVIDERS. WE CANNOT AND WILL NOT PLAY ANY ROLE IN MANAGING PAYMENTS BETWEEN YOU AND THE THIRD PARTY PROVIDERS. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING SERVICES OFFERED VIA THE PLATFORM (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH YOU. WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY SUCH THIRD PARTIES AND YOU EXPRESSLY WAIVE AND RELEASE US FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE PLATFORM, OR IN ANY WAY RELATED TO THE THIRD PARTIES INTRODUCED TO YOU BY THE PLATFORM. YOU EXPRESSLY WAIVE AND RELEASE ANY AND ALL RIGHTS AND BENEFITS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY ANALOGOUS LAW OF ANY OTHER STATE), WHICH READS AS FOLLOWS: "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."

THE QUALITY OF THE TRANSPORTATION SERVICES SCHEDULED THROUGH THE USE OF THE PLATFORM IS ENTIRELY THE RESPONSIBILITY OF THE THIRD PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH TRANSPORTATION SERVICES TO YOU.

**15. Internet Delays**

The Platform may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. We are not responsible for any delays, delivery failures, or other damage resulting from such problems.

**16. Indemnification**

You agree to release, defend, indemnify, and hold us and our affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Platform or Content, or your violation of these Terms.

**17. Export Control and Restricted Countries**

You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that neither the Platform nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

**18. Entire Agreement**

Except as they may be supplemented by a document referenced and incorporated herein or by additional policies, guidelines, standards, or terms for a specific product, feature, service or offering by us, these Terms constitute the entire and exclusive understanding and agreement between us and you regarding the Platform, and these Terms supersede and replace any and all prior oral or written understandings or agreements between us and you regarding the Platform.

**19. Assignment**

You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. We may assign or transfer these Terms, at our sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

**20. Controlling Law and Jurisdiction**

These Terms and your use of the Services will be governed by and interpreted in accordance with the laws of the State of California and the United States of America, without regard to its conflict-of-law provisions. You and we agree to submit to the personal jurisdiction of a state court located in Los Angeles County, California or a U.S. District Court located in Los Angeles, California for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, as set forth in the Dispute Resolution provision below.

## 21. Dispute Resolution

You and we agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services or use of the Platform (collectively, “**Disputes**”) will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you and we are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding. Further, unless both you and we otherwise agree in writing, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this “Dispute Resolution” section will be deemed void. Except as provided in the preceding sentence, this “Dispute Resolution” section will survive any termination of these Terms.

*Arbitration Rules and Governing Law.* This agreement to arbitrate evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by the American Arbitration Association (“**AAA**”) in accordance with the Consumer Arbitration Rules (the “**AAA Rules**”) then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med), or by calling the AAA at 1–800–778–7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

*Arbitration Process.* A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration.) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

*Arbitration Location and Procedure.* Unless you and we otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and we submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

*Arbitrator’s Decision.* The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator’s award damages must be consistent with the terms of the “Limitation of Liability” section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim. The prevailing party in arbitration will be entitled to an award of attorneys’ fees and expenses, to the extent provided under applicable law.

*Fees.* Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

*Changes.* Notwithstanding the provisions of the “Modification” section above, if we change this “Dispute Resolution” section after the date you last accepted these Terms (or accepted any subsequent



changes to these Terms), you may reject any such change by sending us written notice (including by email) within 30 days of the date the change became effective, as indicated in the “Last Updated” date above or in the date of our email to you notifying you of the change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and us in accordance with the provisions of this “Dispute Resolution” section as of the date you last accepted these Terms (or accepted any subsequent changes to these Terms).

## **22. General**

No joint venture, partnership, employment or agency relationship exists between us, you or any third party provider as a result of these Terms or use of the Platform. Our failure to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by our duly authorized representative. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. Use of the singular includes the plural and vice versa, and use of any gender includes the other gender. Use of the term “including” shall be interpreted to mean including, but not limited to, or without limitation.

## **23. Third party beneficiary**

These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

## **24. Contacting Us**

If you have any questions about these Terms or the Platform, please contact us.

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