U.S. Terms of Use

Last Updated 3/31/2026

1. Introduction

These Terms of Service ("Terms of Service") constitute a legally binding agreement between you and Yocha, LLC and its subsidiaries, representatives, affiliates, officers and directors (collectively, "Yocha") governing your use of Yocha's personalized, multipurpose, digital marketplace platform ("Yocha Marketplace Platform") and any related content or services, including mobile and/or web-based applications ("Applications" or the "Yocha App," and together with the Yocha Marketplace Platform, the "Services").

IMPORTANT: PLEASE BE ADVISED THAT THESE TERMS OF SERVICE CONTAIN PROVISIONS THAT GOVERN HOW YOU CAN BRING CLAIMS BETWEEN YOU AND YOCHA, INCLUDING THE ARBITRATION AGREEMENT IN SECTION 7 BELOW. THESE TERMS OF SERVICE OUTLINE HOW SUCH CLAIMS ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THESE TERMS OF SERVICE. PLEASE REVIEW THE ARBITRATION AGREEMENT IN SECTION 7 CAREFULLY, AS IT REQUIRES YOU TO RESOLVE ALL DISPUTES WITH YOCHA ON AN INDIVIDUAL BASIS AND, WITH LIMITED EXCEPTIONS, THROUGH FINAL AND BINDING ARBITRATION, YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. BY AGREEING TO THESE TERMS OF SERVICE, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THESE TERMS OF SERVICE AND ANY CONSEQUENCES THEREOF.

Notwithstanding the foregoing, if you choose, now or in the future, to provide transportation (e.g., ride-hailing or ride -pooling), logistics (e.g., freight), delivery (e.g., food, packages, and other goods) and other services (collectively, "Third-Party Services"), these Terms of Service do not supersede or otherwise impact the enforceability of any agreements you may have with Yocha or its subsidiaries regarding such Third-Party Services (e.g., the Platform Access Agreement, the Technology Services Agreement and/or any similar agreements). To the extent (but only to the extent) any agreement you may have with Yocha regarding Third-Party Services conflicts with these Terms of Service, those agreements (and not these Terms of Service) will prevail with respect to any disputes arising from your provision of Third-Party Services; otherwise, any relevant provisions in these Terms of Service apply.

1.1. Yocha Platform Service

The Yocha Platform provides a marketplace where, among other things, persons who seek transportation to certain destinations ("Riders") can be matched with transportation options to such destinations. Yocha enables pool formation for riders and drivers logically traveling in similar pattern by its proprietary algorithms. Riders submit a request for a ride from rideshare drivers who are driving to or through those destinations ("Drivers"). Drivers, Riders, and any other individuals, using the Yocha Platform are collectively referred to herein as "Users." The driving services provided (a) by Drivers to Riders (including other transportation related services provided by Drivers), or (b) by means of autonomous vehicles ("Autonomous Vehicles" or "AVs"), in connection with the Yocha Platform, shall collectively be referred to herein as "Rideshare Services" and the providers thereof "Rideshare Providers." "Yocha Services" shall include any service provided by Yocha pursuant to the Yocha Platform (for clarity, Yocha Services does not include Rideshare Services or Third-Party Services). As a User, you authorize Yocha to pool you with other riders and pair you with Drivers. Yocha may pair you with an AV. All pairing may be based on factors such as your location, the requested pickup location, the requested drop location, the estimated time to pick up, User preferences, rider mode, driver mode, applicable vehicle requirements, user status, regulatory or other third-party requirements, user statistics, and platform algorithm, and to cancel an existing pairing based on the same or other considerations. Any decision by a User to offer or accept Rideshare Services is a decision made in such User's sole discretion. A separate agreement is formed between Drivers and Riders when the Rider accepts the offered Rideshare Services. As used herein, "Excluded Individuals" means any individual who is registering to use the Yocha Platform or whose use of the Yocha Platform is on behalf of an organization contracted with Yocha, except as a Rider or Driver.

In any case, your use of Yocha Services through the Yocha Platform may be subject to additional agreements between you and Yocha as applicable to the particular service in the particular market

("Supplemental Agreements"). Please review any applicable Supplemental Agreements carefully. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF A SUPPLEMENTAL AGREEMENT, YOU MAY NOT RENT OR USE YOCHA SERVICES IN SUCH MARKET. In the event of any conflict between this Agreement and the terms and conditions of any Supplemental Agreement, the terms of this Agreement shall control, unless such Supplemental Agreement specifically states otherwise.

1.2. Terms of Service Components

In addition to Terms of Service here, the following additional terms apply to your access to, and use of Yocha Services, including without limitation.

- The Privacy Policy, which describes how we collect, use and disclose your personal information.
- The User Generated Content Terms
- U.S. Service Animal Policy
- Referral Policies;
- Community Guidelines;
- Yocha's other applicable Yocha standards and policies (including, without limitation, Yocha's safety standards.
  All the above policies are available on our website, Yocha.US.

The terms of service as well as additional terms mentioned above will together define as the "Terms."

This document governs the access and usage of Yocha applications and platform only for US And its territories and possessions (The Territory). Your access and usage of Yocha platform in any other country will be covered by specific Terms for that country, available in that country specific Yocha Website.

THESE TERMS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND YOCHA. In these Terms, the words "including" and "include" mean "including but not limited to." You have to give careful consideration to the terms as these are binding on both parties.

By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, do not access or use the Services. These Terms expressly govern the use of the Services in the Territory.

1.3. Amendments

Yocha reserves the right to modify these Terms or its policies relating to the Services at any time, effective upon posting of an updated version of these Terms through the Services or Yocha's website or Yocha's applications. You should regularly review these Terms, as your continued use of the Services after any such changes constitutes your agreement to such changes.

1.4. Termination.

Yocha, in its sole discretion, may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason. You have the right to terminate this agreement by simply stopping use of Yocha service, except you need to complete usage of service for already booked service or canceling the same as per cancellation policy agreed.

2. Services Description

2.1. Yocha Service

Yocha Services enable you and other consumers to find, request, or receive (i) Third-Party transport Services from third party service providers, including without limitation, independent drivers, and autonomous vehicles or autonomous vehicle fleet providers ("Third-Party Providers"); (ii) related personalized content, including features, recommendations and advertisements for products or services tailored to your needs and interests; and (iii) certain supporting services, including providing you the ability to express certain preferences about the Third-Party Services or Third-Party Service Providers, payment processing and customer support. Unless otherwise agreed by Yocha in a separate written agreement with you, these Services are made available solely for your personal, noncommercial use.

Once you make a request, Yocha accumulates all requests received up to the cut off time, converts the individual requests into logical pools of up to 3 people. Yocha notifies Third-Party Providers that an opportunity is available so that the Third-Party Provider may complete your request. It is up to the Third-Party Provider to decide whether or not to offer Third-Party Services to you or not at all, and it is up to you to decide whether or not to accept such services from a Third-Party Provider. Please note that once your request for the Services has begun, you may no longer have the option to reschedule or cancel. If Yocha is able to reschedule or cancel your request, you may be charged a fee.

Yocha is a limited transportation technology service enabling routing of vehicles most efficient for all the riders in the vehicle. During the request process, Yocha collects the origin and destination of your ride and finds the most efficient route with fellow travelers. Once you have submitted your request, Yocha does not permit any change to your origin and destination locations. You have the option to cancel and rebook as per our cancellation policy.

Yocha starts the routing and pooling process immediately after cutoff time. Once the routing process has begun, you can cancel your ride as per our cancellation policy. You are responsible for acquainting yourself with our cancellation policy. Cancellation by you for reasons like, but not limited to, that route is longer, consumes more time, is via high traffic areas, has a particular rider not acceptable to you, has a driver not acceptable to you etc. will not be a sufficient reason to cancel the ride without cancellation fee. You can lodge your suggestions/complaints on Yocha app. Yocha will make every commercially viable effort to address your concerns/suggestions but cannot guarantee any specific outcome.

YOCHA IS NOT A COMMON OR MOTOR CARRIER AND DOES NOT TRANSPORT YOU OR YOUR GOODS. GENERALLY, THE SERVICES ARE ONLY OPEN TO REGISTERED USERS OF THE SERVICES AND NOT TO THE GENERAL PUBLIC. YOUR ABILITY TO REQUEST, AND IF APPLICABLE, OBTAIN THIRD-PARTY SERVICES FROM THIRD-PARTY PROVIDERS IN CONNECTION WITH THE USE OF THE SERVICES DOES NOT ESTABLISH YOCHA AS A PROVIDER OF ANYTHING OTHER THAN THE SERVICES. INDEPENDENT THIRD-PARTY PROVIDERS ARE NOT ACTUAL AGENTS, APPARENT AGENTS, OSTENSIBLE AGENTS, OR EMPLOYEES OF YOCHA IN ANY WAY. ANY EFFORT, FEATURE, PROCESS, POLICY, STANDARD OR OTHER EFFORT UNDERTAKEN BY YOCHA TO FACILITATE YOUR RECEIPT OF THIRD PARTY SERVICES OR IN THE INTEREST OF SAFETY OR SECURITY (WHETHER REQUIRED BY APPLICABLE REGULATIONS OR NOT) IS NOT AN INDICIA OF AN EMPLOYMENT, ACTUAL AGENCY, APPARENT AGENCY, OR OSTENSIBLE AGENCY RELATIONSHIP WITH A THIRD-PARTY PROVIDER.

2.2. Third-Party Services and Content.

While many Third-Party Services may be available in the Yocha App, certain Third-Party Services or content are only accessible by exiting the Yocha App (“Out-of-App Experiences”). Once you click on a link to access Out-of-App Experiences, you will be subject to the terms and conditions and privacy policy of that website, destination, or Out-of-App Experience provider, which are different from Yocha’s terms and

conditions. Yocha will not warn you that you have left the Services or that you are subject to the terms and conditions (including privacy policies) of another website, destination, or Out-of-App Experience provider. You use all links in third-party websites and advertisements at your own risk as these are not part of the Services and are not controlled by Yocha. Yocha does not endorse such Out-of-App Experience providers and in no event shall Yocha be responsible or liable for any products or services of such third-party providers.

Third-Party Services made available to you through the Yocha App may be provided by an autonomous vehicle. An autonomous vehicle is a vehicle that is compliant with J3016_2021, April 2021 SAE International specification ("Autonomous Vehicle" or "AV") standards. The vehicle is fitted with such systems and may operate or is capable of operating SAE Levels 3, 4 or 5 of driving automation as defined in the code. Third-Party Providers may operate a fleet of one or more AVs and may employ or contract with individuals to manage, monitor, or operate its Avs. Third party providers may have separate terms for usage of such vehicles and your usage will be subject to acceptance of such as Autonomous Vehicle Fleet Providers' terms.

If there is a conflict in the terms of any Third-Party Services and these Terms, these Terms will supersede the third party terms with respect to your usage of Yocha services and your agreements with Yocha. The limitations of liability set forth in Section 7 shall also apply to the Third-Party Provider. The Arbitration Agreement provisions in Section 7 below shall apply instead of the terms of any Third-Party Services for all purposes except with respect to claims that are solely against the Third-Party Provider.

2.3. App Stores

Yocha service is delivered through mobile applications viz. Apple App Store or Android play stores (“App Store”). The availability of the Services may be dependent on these third-party from which you received the license to the Yocha App. These Terms here are between you and Yocha and not with the App Store and Yocha is responsible for the provision of Services as described in these Terms. However, if you downloaded the Yocha App from the Apple App Store, Apple and its subsidiaries are third-party beneficiaries of these Terms. Upon your acceptance of these Terms, Apple shall have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. These Terms incorporate by reference Apple’s Licensed Application End User License Agreement, for purposes of which, you are the “end-user.” In the event of a conflict in the terms of the Licensed Application End User License Agreement and these Terms, these Terms will control.

2.4. Intellectual Property Rights

The Services and all rights, title, and interest, including all related intellectual property rights therein are and shall remain Yocha's property or the property of Yocha's licensors. These Terms are not a sale and do not convey or grant to you any rights in or related to the Services, or any intellectual property rights owned by Yocha, except for the limited license granted to you.

Subject to your compliance with these Terms, Yocha grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Yocha App solely in connection with your use of the Services on your personal device; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Yocha and Yocha's licensors. You agree that you will not use Yocha's copyrights, trademarks, service marks, or trade dress, aside from use incidental to your use of the Services, without express, written permission from Yocha. This prohibition includes use in domain names, websites, and social media accounts. You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Yocha; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of, or which result in, unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access, introduce malware/virus/trojan horses etc. to or impair any aspect of the Services or its related systems or networks.

3. Using the Services

3.1. User Accounts.

You are required to register for and maintain an active personal user Services account ("Account") to access the Services. Account registration may require you to submit to Yocha certain personal information, such as your name, address (at least one Home and one Work address), mobile phone number and age, as well as at least one valid payment method that you are authorized to use and is supported by Yocha. For more information regarding Yocha's use of your personal information, please see Yocha's Privacy Policy. You agree to maintain accurate, complete, and up-to-date information in your Account, including a valid phone number, addresses and payment method. Except as described below, you must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account, unless a specific Service permits otherwise. Unless otherwise permitted by Yocha in writing, you may only possess one Account, and you may not assign or otherwise transfer your

Account to any other person or entity. You will only be able to avail Yocha services from your registered addresses and through your registered device. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account credentials at all times. You cannot register for or maintain an Account if you have previously been banned from accessing or using the Services.

3.2. Minors on Yocha

Except as described below, the Services are generally not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to use the Services unless they are accompanied by you or an adult. However, we may offer parents and guardians the ability to create Accounts for their children. If you are a parent or legal guardian, and you allow your child to use the Services, then these Terms apply to you, and you are responsible for your child's activity on the Services. If you are under the age to obtain an Account, you must have your parent or legal guardian's permission to use an Account and accept any additional terms required in connection with your access and use of the Services as a minor. Please have your parent or legal guardian read these additional terms with you.

3.3. Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for all charges incurred by you for network access. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and any updates thereto. Yocha does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications. Yocha is not responsible for any delays, or damage, loss or injury resulting from such problems.

4. Conduct Expectations

4.1. Conduct

In addition to complying with these Terms, you agree to comply with all applicable laws when accessing or using the Services, and you may only access or use the Services for lawful purposes (e.g., no request for the purpose or intent of transport of unlawful or hazardous materials). You may not access or use the Services to cause nuisance, annoyance, inconvenience, damage, or loss to Yocha, the Third-Party Provider, or any other party.

If you request a ride option with a child restraint system, neither Yocha nor the Third-Party Provider is responsible for the safety of a child restraint system that may be available in the Third-Party Provider's vehicle. It is your obligation to bring suitable child restraint system, ensure that the child restraint system is installed correctly and that the child is properly secured in the child restraint system. Please refer to your state's laws regarding specific height, age, and weight requirements for using child restraint systems, it is your responsibility to comply with all your state laws. If you request a ride option where a Third-Party Provider agrees to provide you with assistance outside of the vehicle (e.g., Yocha Assist), Yocha is not responsible for any injury or incident that may arise out of the assistance provided by the Third-Party Provider. In certain instances, you may be asked to provide proof of age, identity or other method of identity verification to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of age, identity, or other method of identity verification.

Yocha is a pooled ride. Yocha wants to provide maximum convenience to each and every rider and driver. It is extremely difficult to evaluate and implement the preferences of multiple riders and changing pool members. In line with this, Yocha does not permit travel with a pet. We respectfully advise you not to bring your pet in Yocha rides.
Please note, in accordance with Yocha's policies on Service Animals and Assistive Devices, Service Animals are generally permitted to accompany riders without extra charge, regardless of whether it is a Pet Friendly Trip.

For the purpose of assisting us with our compliance and insurance obligations, you agree to notify us within 24 hours and provide us with all reasonable information relating to any incident or accident that occurs during your use of the Services and you agree to cooperate with any investigation and attempted resolution of such incident.

4.2. Communications with Yocha

By creating an Account, you electronically agree to accept and receive communications from Yocha, Third-Party Providers or third parties providing services to Yocha including via email, text message, WhatsApp, calls, in-app communications, and push notifications to the telephone number(s) or email addresses you provided to Yocha. You may also receive communications generated by automatic telephone dialing systems and/or which will deliver prerecorded messages sent by or on behalf of Yocha, and/or Third-Party Providers, including but not limited to communications concerning requests placed through your Account on the Services. Message and data rates may apply. You can learn more about how Yocha may contact you by reading our Privacy Policy.

If you do not wish to receive promotional emails, text messages, or other communications from Yocha, you may change your notification preferences by accessing Privacy Center in your Account. To opt out of receiving text messages from Yocha, you must reply “STOP” from the mobile device receiving the messages. For purposes of clarity, text messages between you and Third-Party Providers are transactional text messages, not promotional text messages. You acknowledge that opting out of receiving all communications may impact your use of the Services. Notwithstanding the foregoing, if we suspect fraud or unlawful activity on your Account, Yocha may contact you using any of the contact information you provided in connection with your Account (including via text or voice-recorded message).

4.3. Use of Accounts Owned by Others

In the event you use a Yocha product or service that enables use of or billing to another person or business, certain information will be shared with that party. This may include information regarding the time and date of services you request, the transportation, logistics and/or delivery requested, and the associated charges for such services. If used to request transportation, we may also share information with such person or business regarding safety-related incidents that occur in connection with such transportation. You acknowledge that such data sharing is a condition of use of any such Yocha product or service.

4.4. User Provided Content; Feedback

Any inputs you provide to Yocha including your feedback, comments, ratings or any other communication like SMS text or IVR calls, are governed by Yocha’s User Generated Content Terms, which are incorporated in these Terms by reference.

You further acknowledge and accept that Yocha is a pooled transportation, and you will be sharing the ride with other riders. You agree that you will conduct yourself and any pets/service animals in accordance with generally accepted behavior while with others in a public place. In case you have any dispute with fellow passenger, and you raise any claim of any nature whatsoever, you will lodge that claim against particular person directly with them, and Yocha will have no responsibility or liability for any of such eventuality/Claims. You can make a request to Yocha of not traveling with a particular person (rider or driver) and Yocha will make all commercially possible effort to abide by such request but will not guarantee the same.

Yocha does not guarantee any level of privacy and will not be responsible for any claims pertaining to loss of personal information or any confidential information which you may be using, or sharing including but not limited to your official business, any emails, chats, phone calls you may be making while availing any of the services of Yocha.

In a Yocha enabled vehicle, the seat for the passengers is on first come, first served basis. Yocha cannot reserve or guarantee any specific seat in a vehicle, whether it is front row (alongside driver) or back row. You can occupy any seat lying vacant at the time you onboard the vehicle.

5. Payment

5.1. Prices & Charges

Your use of the Services may result in charges to you for the services or goods you receive from Yocha and/or from Third-Party Providers ("Charges"). The ride price displayed to you is consolidated price for ride service as well as all other components like tools, fees, taxes and government levies. Yocha being a pooled ride, some the charges show up as your portion of that charge and can vary depending on the number of riders in a particular trip and vary according to that. All detailed pricing is for informational purpose and not binding on Yocha or third-party service provider/driver. Prices displayed to you when purchasing goods through the Services may be inclusive of the retail prices charged by the Third-Party Provider and fees paid to Yocha. Yocha will enable your payment of the applicable Charges for services or goods obtained through your use of the Services. Charges will include applicable taxes where required by law. Charges may include other applicable fees such as delivery fees, service fees, product return fees, cancellation fees, government-mandated fees (such as bag fees), estimated or actual tolls, and/or surcharges. Further, Charges applicable in certain geographical areas may increase substantially during times of high demand or due to other marketplace factors.

With respect to Third-Party Providers, Charges you incur will be owed directly to Third-Party Providers, and Yocha will collect payment of those charges from you, on the Third-Party Provider's behalf as their limited payment collection agent, and payment of the Charges shall be considered the same as payment made directly by you to the Third-Party Provider. Payment to a Third-Party Provider of goods or services shall be considered to occur at the moment you submit payment through Yocha. You retain the right to request lower Charges from a Third-Party Provider for services or goods received by you from such Third-Party Provider at the time you submit request (like submit a booking or order) for such services or goods. A Third-Party Provider also retains the right to request higher Charges from you for services or goods provided. For example, a Third-Party Provider that is a merchant or driver, may collect lower or higher charges where the actual goods provided differ from the products/service originally requested, including in connection with differences in quantity, weight, or item type. Subject to requests from you to lower such Charges from a Third-Party Provider, you agree to pay such higher or lower Charges associated with such product differences. Yocha will consider in good faith any request from a Third-Party Provider to modify the Charges for a particular service or good. This payment structure is intended to fully

compensate a Third-Party Provider, if applicable, for the services or goods obtained in connection with your use of the Services.

There also may be certain Charges you incur that will be owed and paid directly to Yocha or its affiliates. For the avoidance of doubt, Yocha does not charge a fee for you to access the Yocha App but may charge you a fee or any other Charge for accessing Third-Party Services. Even if not indicated in the Yocha App, the prices for product or menu items displayed through the Services may differ from the prices offered or published by Third-Party Providers for the same product or menu items, including as may be offered or published at a physical location operated by a Third-Party Provider, and/or from prices available at other third-party websites/mobile applications. Prices for products or menu items displayed through the Services may not be the lowest prices at which the product or menu items are sold. The product or menu item prices displayed through the Services or fees charged by and paid to Yocha may vary based on whether you choose to pick up your order or have it delivered.

All Charges and payments will be enabled by Yocha using the preferred payment method designated in your Account, after which you will receive a receipt. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Yocha may use another available payment method in your Account. You understand that at the time of requesting service, if Yocha is not able to collect the payment of charges, your request will be deleted or cancelled as per Yocha's processes with no further communication to you. You will confirm at the time of booking a confirmation and success message that your payment is successful, and service has been booked. Credit card providers charge a fee for processing payment using credit cards. Yocha at its discretion may charge you a fee for using credit card as a method of payment.

As between you and Yocha, Yocha reserves the right to establish or adjust Charges for any or all services or goods obtained through the use of the Services at any time. Yocha will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof.

5.2. Refunds

Charges paid by you are final and non-refundable, unless otherwise determined by Yocha and the Third-Party Provider assessing the Charge. If you have any requests for cancellations, refunds, or returns, or if you think a correction should be made to any Charge you incurred, please visit the "Help" tab in your Account to initiate such requests within 30 days after the Charge took place or Yocha will have no further responsibility and you waive your right to later dispute the amounts charged.

5.3. Promotional Offers

Certain users may, from time to time, receive promotional offers and discounts that result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. Promotional offers and discounts are subject to change or withdrawal at any time and without notice.

5.4. Gratuity

We understand and appreciate that you like to offer gratuity to your service provider (Driver or anyone else), but you are not obligated to do so. It is in your discretion to offer gratuity. You can offer gratuity to service provider via the “Tip” feature of Yocha applications. 100% of tips are passed on to driver of that ride. Except for amounts provided by you through the Services as part of the “tip” feature, Yocha does not designate any portion of your payment as a tip or gratuity to a Third-Party Provider.

5.5. Additional Charges - Damage, Cleaning, Lost and Found, and Charges for Violation of Terms.

Yocha may charge you a fee on behalf of Third-Party Providers if, during your use of the Services, you have caused damage to a vehicle or property that requires repair or cleaning (“Repair” or “Cleaning”). The amount of such fee shall be determined, in Yocha’s sole discretion, based on the type of damage and the severity. Yocha reserves the right to verify or otherwise require documentation of damages prior to processing a fee. In the event that a Repair or Cleaning request is verified by Yocha in Yocha’s reasonable discretion, Yocha reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning using your payment method designated in your Account. In case of a lost and found, you are free to coordinate for retrieval of such lost and found items. You can settle the charges directly with third party provider for delivering such lost and found items and directly pay to third party providers. Yocha will not be involved in any of such negotiations and transactions and will not be responsible for any charges or damages or any other obligations in lost and found situations. All such amounts paid by you for repair, cleaning or damage will be transferred by Yocha to a Third-Party Provider, if applicable, and are non-refundable. Additionally, if you fail to comply with these Terms, you may be responsible for Charges, including without limitation, for transactions that could not be completed properly, arising out of or in connection with your failure to comply with these Terms.

6. Limitation of Liability

6.1. Disclaimers

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” YOCHA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, YOCHA MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

YOCHA DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD-PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED OR OBTAINED FROM THIRD-PARTY PROVIDERS IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

YOCHA DOES NOT CONTROL, MANAGE OR DIRECT ANY THIRD-PARTY PROVIDERS. THIRD-PARTY PROVIDERS ARE NOT ACTUAL AGENTS, APPARENT AGENTS, OSTENSIBLE AGENTS, OR EMPLOYEES OF YOCHA. IF A DISPUTE ARISES BETWEEN YOU AND OR ANY OTHER THIRD PARTY, YOU RELEASE YOCHA FROM LOSSES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

YOCHA DOES NOT CONTROL, ENDORSE OR TAKE RESPONSIBILITY FOR ANY USER CONTENT OR THIRD-PARTY CONTENT AVAILABLE ON OR LINKED TO BY THE SERVICES. YOCHA CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOCHA’S USE OF ALGORITHMS IN AN ATTEMPT TO PROVIDE SERVICES OR IMPROVE THE EXPERIENCE OF USERS AND THE SECURITY AND SAFETY OF THE SERVICES DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED.

6.2. Limitation of Liability.

YOCHA SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF YOCHA, EVEN IF YOCHA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOCHA SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD-PARTY PROVIDER, EVEN IF YOCHA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOCHA SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND YOCHA'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD-PARTY PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH SOME YOCHA SERVICES MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. YOU ACKNOWLEDGE THAT THIRD-PARTY PROVIDERS ARE NOT OSTENSIBLE AGENTS, APPARENT AGENTS, ACTUAL AGENTS, OR EMPLOYEES OF YOCHA.

THE SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR LOGISTICS SERVICES WITH THIRD-PARTY PROVIDERS, BUT YOU AGREE THAT YOCHA HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR LOGISTICS SERVICES PROVIDED TO OR NOT PROVIDED TO YOU BY THIRD-PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

YOCHA SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF LACK OF OR IMPROPER INSTALLATION OR USE OF CHILD RESTRAINT SYSTEMS FOR GUESTS ON RIDES REQUESTED THROUGH THE SERVICES FOR WHOM A CHILD RESTRAINT SYSTEM IS LEGALLY REQUIRED.

THE LIMITATIONS AND DISCLAIMERS IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, YOCHA'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON YOCHA'S CHOICE OF LAW PROVISION SET FORTH BELOW.

6.3. Indemnity.

You agree to indemnify and hold Yocha and its affiliates and their officers, directors, employees, and agents harmless from and against any and all actions, claims, demands, losses, liabilities, costs, damages, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Yocha's use of your User Content; or (iv) your violation of the rights of any third party, including Third-Party Providers.

7. Arbitration Agreement

By agreeing to these Terms, you agree that you are required to resolve any claim that you may have against Yocha on an individual basis in arbitration as set forth in this Arbitration Agreement, and not as a class, collective, coordinated, consolidated, mass and/or representative action. You and Yocha are each waiving their right to a trial by jury. This Arbitration Agreement will preclude you from bringing any class, collective, coordinated, consolidated, mass and/or representative action against Yocha, and also preclude you from participating in or recovering relief in any current or future class, collective, coordinated, consolidated, mass and/or representative action brought against Yocha by someone else—except as provided below in Section 7.1.3.3. Thus, the parties agree that the Arbitrator shall not conduct any form of class, collective, coordinated, consolidated, mass and/or representative arbitration, nor join, coordinate, or consolidate claims of multiple individuals against Yocha in a single proceeding—except as provided below in Section 7.1.3.3. For the avoidance of doubt, except as provided below in Section 7.1.3.3, this Arbitration Agreement precludes you from bringing or participating in any kind of class, collective, coordinated, consolidated, mass and/or representative or other kind of group, multi-plaintiff or joint action against Yocha, other than participating in a class wide, collective, coordinated, consolidated, mass and/or representative settlement of claims.

7.1. Binding Arbitration Agreement

7.1.1. Covered Disputes:

Except as expressly provided below in Section 7.2, you and Yocha agree that any dispute, claim, or controversy in any way arising out of or relating to (i) these Terms and prior versions of these

Terms, or the existence, breach, termination, enforcement, interpretation, scope, waiver, or validity thereof; (ii) your access to or use of the Services at any time; (iii) incidents or accidents resulting in personal injury to you or anyone else that you allege occurred in connection with your use of the Services (including, but not limited to, your use of the Yocha Marketplace Platform or the driver version of the Yocha App), regardless whether the dispute, claim, or controversy occurred or accrued before or after the date you agreed to these Terms, and regardless whether you allege that the personal injury was experienced by you or anyone else; and (iv) your relationship with Yocha, will be settled by binding individual arbitration between you and Yocha, and not in a court of law. This Arbitration Agreement survives after your relationship with Yocha ends.

7.1.2. Class Action Waiver:

Any and all disputes, claims, or controversies between the parties shall be resolved only in individual arbitration. The parties expressly waive the right to have any dispute, claim, or controversy brought, heard, administered, resolved, or arbitrated as a class, collective, coordinated, consolidated, and/or representative action, and neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any class, collective, coordinated, consolidated, and/or representative action, or to award relief to anyone but the individual in arbitration. The parties also expressly waive the right to seek, recover, or obtain any non-individual relief. Notwithstanding anything else in this agreement, this Class Action Waiver does not prevent you or Yocha from participating in a class wide, collective, and/or representative settlement of claims.

The parties further agree that if for any reason a claim does not proceed in arbitration, this Class Action Waiver shall remain in effect, and a court may not preside over any action joining, coordinating, or consolidating the claims of multiple individuals against Yocha in a single proceeding, except that this Class Action Waiver shall not prevent you or Yocha from participating in a class wide, collective, and/or representative settlement of claims. If there is a final judicial determination that any portion of this Class Action Waiver is unenforceable or unlawful for any reason, (i) any class, collective, coordinated, consolidated, and/or representative claims subject to the unenforceable or unlawful portion(s) shall proceed in a court of competent jurisdiction; (ii) the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration; (iii) the unenforceable or unlawful portion(s) shall be severed from this Arbitration Agreement; and (iv) severance of the unenforceable or unlawful portion(s) shall have no impact whatsoever on the enforceability, applicability, or validity of the Arbitration Agreement or the arbitrability of any remaining claims asserted by you or Yocha.

7.1.3. Mass Actions:

7.1.3.1. Mass Action Waiver:

Any and all disputes, claims, or controversies between the parties shall be resolved only in individual arbitration. The parties expressly waive the right to have any dispute, claim, or controversy brought, heard, administered, resolved, or arbitrated as a mass action, and neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any mass action or to award relief to anyone but the individual in arbitration—except as provided below in **Section 7.1.5**. The parties also expressly waive the right to seek, recover, or obtain any non-individual relief. The parties agree that the definition of a "Mass Action" includes, but is not limited to, instances in which you or Yocha are represented by a law firm or collection of law firms that has filed 50 or more arbitration demands of a substantially similar nature against the other party within 180 days of the arbitration demand filed on your or Yocha's behalf, and the law firm or collection of law firms seeks to simultaneously or collectively administer and/or arbitrate all the arbitration demands in the aggregate. Notwithstanding anything else in this agreement, this Mass Action Waiver does not prevent you or Yocha from participating in a mass settlement of claims.

7.1.3.2. Dispute Procedure:

Notwithstanding any provision to the contrary in the applicable arbitration provider's rules, the arbitrator shall be empowered to determine whether the party bringing any claim has filed a Mass Action in violation of the Mass Action Waiver. Either party shall raise with the arbitrator or arbitration provider such a dispute within 15 days of its arising. If such a dispute arises before an arbitrator has been appointed, the parties agree that (i) a panel of three arbitrators shall be appointed to resolve only disputes concerning whether the party bringing any claim has filed a Mass Action in violation of the Mass Action Waiver. Each party shall select one arbitrator from the arbitration provider's roster to serve as a neutral arbitrator, and these arbitrators shall appoint a third neutral arbitrator. If the parties' arbitrators cannot agree on a third arbitrator, the arbitration provider will select the third arbitrator; (ii) Yocha shall pay any administrative fees or costs incidental to the appointment of Arbitrators under this provision, as well as any fees or costs that would not be incurred in a court proceeding, such as payment of the fees of the arbitrators, as well as room rental; (iii) the arbitrators shall issue a written decision with findings of fact and conclusions of law; and (iv) any further arbitration proceedings or assessment of arbitration-related fees shall be stayed pending the arbitrators' resolution of the parties' dispute. If the arbitrator or panel of arbitrators determines that you have violated the Mass Action Waiver, the parties shall have the opportunity to opt out of arbitration within 30 days of the arbitrator's or panel of arbitrator's decision. You may opt out of arbitration by providing written notice of your intention to opt out to the arbitration provider and to Yocha, LLC, Attn: Legal Department, 1255

Corporate Dr, Suite 200, Irving, TX 75038, via USPS Priority Mail or hand delivery. This written notice must be signed by you, and not any attorney, agent, or other representative of yours. Yocha may opt out of arbitration by sending written notice of its intention to opt out to the arbitration provider and to you or your attorney, agent, or representative if you are represented. For the avoidance of doubt, the ability to opt out of arbitration described in Section **7.1.4** only applies if the arbitrator or panel of arbitrators determines that you have violated the Mass Action Waiver. If the parties proceed with arbitration, the parties agree that arbitrations will be batched as provided in Section 7.1.5 below.

7.1.3.3. Batching:

i. To increase efficiency of resolution in the event a Mass Action is filed and neither party exercises its right to opt out of arbitration pursuant to **Section 7.1.4** , the following procedure shall apply. At the request of either party, an arbitrator shall be selected according to the applicable arbitration provider's rules to act as a special master ("Special Master") to resolve threshold disputes regarding the propriety of some or all the arbitration demands submitted in the Mass Action ("Mass Arbitration Demands"). These threshold disputes may include, but are not limited to:

1. Any dispute regarding filing fees owed with respect to the Mass Arbitration Demands, including whether claimants have submitted valid fee waivers.

2. Any dispute regarding whether the applicable arbitration provider has complied with the Arbitration Agreement with respect to processing and administering the Mass Arbitration Demands.

3. Any dispute regarding whether Mass Arbitration Demands meets the requirements set forth in Section 7.4 below.

4. Whether claimants are barred from proceeding with their claims based on a prior settlement agreement, violation of these Terms, or expiration of the statute of limitations.

5. Any dispute relating to representation of the same claimant by multiple law firms.

6. Any dispute regarding whether the Mass Arbitration Demands were filed with the correct arbitration provider.

7. Any dispute regarding discovery common to all claims; and

8. Any disputes regarding legal or factual issues common to all claims.

Any such request shall be made within 15 days following the expiration of the opt-out period described in Section 7.1.4 and may be made by providing written notice to the arbitration provider. Upon the request of either party to appoint a Special Master to resolve the foregoing issues, the applicable arbitration provider shall refrain from further processing any of the Mass Arbitration Demands to which a dispute has been raised. No further payment for filing fees, administrative costs, or arbitrator fees shall be deemed due with respect to any of the Mass Arbitration Demands as to which a dispute has been raised until after the dispute(s) has/have been resolved by the Special Master. Yocha shall be responsible for the applicable arbitration provider's and Special Master's fees and costs related to the proceedings before the Special Master.

A Special Master appointed pursuant to this procedure shall have no authority to consolidate cases.

ii. After proceedings before the Special Master have concluded, to the extent any of the Mass Arbitration Demands are permitted to proceed, the parties shall group the Mass Arbitration Demands into batches of no more than 100 demands per batch by state of residence, and then alphabetically by last name (plus, to the extent there are less than 100 arbitration demands left over after the batching described above, a final batch consisting of the remaining demands), and shall inform the arbitration provider of the batches and their compositions within 14 days of the conclusion of proceedings before the Special Master. The arbitration provider shall treat each batch of claims as one case, with each case having one demand for arbitration, one appointed arbitrator, and one set of administrative documents and administrative and filing fees per batch. The parties shall randomly assign sequential numbers to each batch, and only one batch shall proceed to arbitration at a time in the order of the random sequential numbers. A separate arbitrator will be appointed to, and administrative and filing fees assessed for each batch as the batch proceeds to arbitration. You agree to cooperate in good faith with Yocha and the arbitration provider to implement such a batch approach to resolution and fees. Nothing in this provision shall be construed as limiting the right to object that the filing or presentation of multiple arbitration demands by or with the assistance of the same law firm or organization violates any term of this Agreement.

iii. If any Mass Arbitration Demands were originally processed as individual arbitration demands before this batching procedure was commenced, further proceedings, including the assessment

of further arbitration filing or administration fees to either party shall be governed by the procedures set forth in this Section 7.1.3

7.1.4. Delegation Clause:

Only an arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including without limitation any claim that all or any part of this Arbitration Agreement is void or voidable. An arbitrator shall also have exclusive authority to resolve all threshold arbitrability issues, including issues relating to whether these Terms are applicable, unconscionable, or illusory and any defense to arbitration, including without limitation waiver, delay, laches, or estoppel. However, only a court of competent jurisdiction, and not an arbitrator, shall have the exclusive authority to resolve any and all disputes arising out of or relating to the Class Action Waiver and Mass Action Waiver, including, but not limited to, any claim that all or part of the Class Action Waiver and/or Mass Action Waiver is unenforceable, unconscionable, illegal, void, or voidable—except that, as stated and pursuant to the procedures provided in Section 7.1.3.2, an arbitrator or panel of arbitrators shall have authority to determine whether the party bringing any claim has violated the Mass Action Waiver.

7.1.5. Application to Third Parties:

This Arbitration Agreement shall be binding upon and shall include any claims brought by or against any third parties, including but not limited to your spouses, heirs, third-party beneficiaries and assigns, where their underlying claims arise out of or relate to your use of the Services. To the extent that any third-party beneficiary to this agreement brings claims against the Parties, those claims shall also be subject to this Arbitration Agreement.

7.2. Exceptions to Arbitration.

Notwithstanding the foregoing, this Arbitration Agreement shall not require arbitration of the following claims: (i) individual claims brought in small claims court so long as the matter remains in such court and advances only on an individual basis; (ii) individual claims of sexual assault or sexual harassment occurring in connection with your use of the Services; and/or (iii) 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.

Such claims may be brought and litigated in a court of competent jurisdiction by you on an individual basis only. On an individual basis means that you cannot bring such claims as a class, collective, coordinated, consolidated, mass and/or representative action against Yocha. For the avoidance of

doubt, this precludes you from bringing claims as or participating in any kind of any class, collective, coordinated, consolidated, mass and/or representative or other kind of group, multi-plaintiff or joint action against Yocha and no action brought by you may be consolidated or joined in any fashion with any other proceeding. Where your claims are brought and litigated to completion on such an individual basis in a court of competent jurisdiction, Yocha agrees to honor your election.

The parties' agreement not to require arbitration in these limited instances does not waive the enforceability of this Arbitration Agreement as to any other provision (including, but not limited to, the waivers provided for in **Section 7.1**, which will continue to apply in court as well as in arbitration), or the enforceability of this Arbitration Agreement as to any other controversy, claim, or dispute.

7.3. Rules and Governing Law.

For disputes arising in Texas, the arbitration will be administered by Nanji Law Firm. PLLC ("Nanji Law") in accordance with Texas Arbitration Rules (the "Texas Arbitration act") in effect at the time that the claim is brought, unless the parties agree otherwise in writing. The Texas Arbitration Act are available at CIVIL PRACTICE AND REMEDIES CODE CHAPTER 171. GENERAL ARBITRATION (texas.gov) or by searching for "Texas Arbitration Act" using a service such as www.google.com. The arbitration shall be heard by one arbitrator (the "Arbitrator") selected in accordance with the Texas Arbitration Rules.

For disputes arising outside of Texas (or for disputes arising in Texas only if Nanji Law cannot or will not administer the arbitration), the parties shall be required to meet and confer to select a neutral arbitration provider. Such an arbitration provider shall have operations in the state in which the dispute arises. If the parties are unable to mutually agree upon an arbitration provider, then either party may invoke 9 U.S.C. § 5 to request that a court of competent jurisdiction appoint an arbitration provider with operations in the state in which the dispute arises. Any arbitration provider appointed by a court under 9 U.S.C. § 5 shall conduct arbitration solely on an individualized basis as set forth in this Section 7. Once the parties mutually agree upon a neutral arbitration provider, or an arbitrator provider is appointed under 9 U.S.C. § 5, the ensuing arbitration shall commence pursuant to the rules of the designated arbitration provider, except as designated herein. Once an arbitration provider is agreed upon or appointed, an Arbitrator shall be appointed. The Arbitrator will be either (1) a retired judge or (2) an attorney licensed to practice law in the state where the arbitration is conducted with experience in the law underlying the dispute. The Arbitrator will be selected by the parties from the applicable arbitration provider's roster of arbitrators. If the parties are unable to agree upon an Arbitrator after a good faith meet and confer effort, then the applicable arbitration provider will appoint the Arbitrator in accordance with its rules.

Notwithstanding any choice of law or other provision in these Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties to be bound by the provisions of the FAA for all purposes, including, but not limited to, interpretation, implementation, enforcement, and administration of this Arbitration Agreement, and that the FAA and the applicable arbitration provider's rules shall preempt all state laws to the fullest extent permitted by law. All statutes of limitations that would otherwise be applicable will apply to any arbitration proceedings. If the FAA and applicable arbitration provider's rules are found to not apply to any issue regarding the interpretation or enforcement of this Arbitration Agreement, then that issue shall be resolved under the laws of the state where you reside when you accept these Terms.

Any dispute, claim, or controversy arising out of or relating to incidents or accidents resulting in personal injury (including but not limited to sexual assault or harassment claims) that you allege occurred in connection with your use of the Services, whether before or after the date you agreed to the Terms, shall be governed by and construed in accordance with the laws of the state in which the incident or accident occurred.

7.4. Process.

Pre-Arbitration Dispute Resolution and Notification. The parties agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost, and mutually beneficial outcome. The parties therefore agree that, before either party demands arbitration against the other, we will personally meet and confer, via telephone or videoconference, in a good-faith effort to resolve informally any claim covered by this Arbitration Agreement. Multiple individuals initiating claims cannot participate in the same informal telephonic dispute resolution conference. If you are represented by counsel, your counsel may participate in the conference, but you shall also fully participate in the conference. The party initiating the claim must give notice to the other party in writing of their intent to initiate an informal dispute resolution conference, which shall occur within 60 days after the other party receives such notice, unless an extension is mutually agreed upon by the parties. To notify Yocha that you intend to initiate an informal dispute resolution conference, write to Yocha, LLC, Attn: Legal Department, 1255 Corporate Dr, Suite 200, Irving, TX 75038, providing your name, the telephone number(s) associated with your Yocha account (if any), the email address(es) associated with your Yocha account, and a description of your claim. Engaging in an informal dispute resolution conference is a condition precedent that must be fulfilled before commencing arbitration, and the Arbitrator shall dismiss any arbitration demand filed before completion of an informal dispute resolution conference. The statute of limitations and any filing fee

deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

Initiating Arbitration. In order to initiate arbitration following the conclusion of the informal dispute resolution process required by this Section, a party must provide the other party with a written demand for arbitration and file the demand with the applicable arbitration provider, as determined by Section 7.3. A party initiating an arbitration against Yocha must send the written demand for arbitration to Yocha, LLC, Attn: Legal Department, 1255 Corporate Dr, Suite 200, Irving, TX 75038, Additionally, a party initiating arbitration against Yocha must send an electronic version of the demand for arbitration to the Arbitration Provider, and must send an electronic version of the as-filed demand to arbitration-demands@Yocha.us

By signing the demand for arbitration, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that (i) the demand for arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (ii) the claims and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (iii) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. The Arbitrator shall be authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or any applicable state law for either party's violation of this requirement.

7.5. Location.

Unless you and Yocha otherwise agree, if you reside in the United States, the arbitration will be conducted in the county where you reside. If you do not reside in the United States, the arbitration will be conducted in the county where the dispute arises. Your right to a hearing will be determined by the applicable arbitration provider's rules. Subject to the applicable arbitration provider's 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.

7.6. Offers of Judgment.

At least 10 days before the date set for the arbitration hearing, any party may serve an offer in writing upon the other party to allow judgment on specified terms. If the offer is accepted, the offer with proof of acceptance shall be submitted to the arbitrator, who shall enter judgment accordingly. If the offer is not accepted prior to the arbitration hearing or within 30 days after it is made, whichever occurs first, it shall

be deemed withdrawn and cannot be given in evidence upon the arbitration. If an offer made by one party is not accepted by the other party, and the other party fails to obtain a more favorable award, the other party shall not recover their post-offer costs and shall pay the offering party's costs from the time of the offer.

7.7. Arbitrator's Decision.

The Arbitrator will render an award within the time frame specified in the applicable arbitration provider's rules. Judgment on the arbitration award may be entered in any court of competent jurisdiction. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties.

The Arbitrator is not bound by decisions reached in separate arbitrations, and the Arbitrator's decision shall be binding only upon the parties to the arbitration that are the subject of the decision.

The Arbitrator shall award reasonable costs incurred in the arbitration to the prevailing party in accordance with the law(s) of the state in which arbitration is held.

7.8. Fees

With the exception of the provisions governing payment of arbitration costs set forth above, your responsibility to pay any filing, administrative, and arbitrator fees will be solely as set forth in the applicable arbitration provider's rules and shall be up to the amount you would be required to pay if you filed a claim in court.

If you have a gross monthly income of less than 300% of the federal poverty guidelines, you are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. If you believe that you meet the requirements to obtain a fee waiver, and your demand for arbitration arises outside of California, then you may request a fee waiver only by submitting to the arbitration provider AO 240, Application to Proceed in District Court Without Prepaying Fees or Costs, or a declaration under oath containing all the information required by AO 240; if your demand for arbitration arises in California, then you must submit a declaration under oath providing your monthly income and the number of persons in your household.

Any and all disputes regarding a party's obligation to pay any arbitration fees or costs that arise after an arbitrator is appointed shall be determined solely by the arbitrator. If such a dispute arises before an arbitrator has been appointed, and if no Special Master has been requested by either party pursuant to Section 7.1.3.3 (i) of these Terms, the parties agree that (i) the due date for any disputed fees shall be

stayed pending resolution of the parties' dispute, (ii) a panel of three arbitrators shall be appointed to resolve the parties' dispute concerning a party's obligation to pay fees or costs of arbitration, (iii) the panel of arbitrators shall be appointed by each party selecting one arbitrator from the arbitration provider's roster to serve as neutral arbitrators, and these arbitrators shall appoint a third neutral arbitrator. If the parties' arbitrators cannot agree on a third arbitrator, the arbitration administrator will select the third arbitrator, (iv) Yocha shall pay any administrative fees or costs incidental to the appointment of a panel of arbitrators under this provision, as well as any fees or costs that would not be incurred in a court proceeding, such as payment of the fees of the arbitrator(s), as well as room rental, and (v) the arbitrator(s) shall issue a written decision with findings of fact and conclusions of law. If two or more fee disputes between a claimant and Yocha arise at or around the same time, the disputes may be consolidated for resolution by a single arbitrator or panel of arbitrators either at the agreement of the parties or the election of the party common to all such disputes.

7.9. Severability and Survival.

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (i) the unenforceable or unlawful provision shall be severed from these Terms; (ii) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (iii) 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.

8. Other Provisions

8.1. Choice of Law.

These Terms shall be governed by and construed in accordance with the laws of the state in which your dispute arises, without regard to the choice or conflict of law principles of any jurisdiction, except as may be otherwise provided in the Arbitration Agreement in **Section 7** above or in Supplemental Terms applicable to your region. This Choice of Law provision applies only to the interpretation of these Terms, and these provisions shall not be interpreted as generally extending any state's law to you if your dispute did not arise in that state.

Any dispute, claim, or controversy arising out of or relating to incidents or accidents resulting in personal injury (including but not limited to sexual assault or harassment claims) that you allege occurred in connection with your use of the Services, whether before or after the date you agreed to these Terms,

shall be governed by and construed in accordance with the laws of the state in which the incident or accident occurred.

8.2. Choice of Forum.

Any dispute, claim or controversy arising out of or relating to these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, shall be brought exclusively in the state and federal courts of the state in which the dispute, claim or controversy arose, notwithstanding that other courts may have jurisdiction over the parties and subject matter, except as may be otherwise provided by the Arbitration Agreement above or in Supplemental Terms applicable to your region.

Notwithstanding the foregoing, any dispute, claim, or controversy arising out of or relating to incidents or accidents resulting in personal injury (including but not limited to sexual assault or harassment claims) that you allege occurred in connection with your use of the Services, whether before or after the date you agreed to these Terms, shall be brought exclusively in the state or federal courts in the state in which the incident or accident occurred, notwithstanding that other courts may have jurisdiction over the parties and subject matter, and except as may be otherwise provided in the Arbitration Agreement in **Section 7** or in Supplemental Terms applicable to your region, to the extent permitted by law.

The foregoing Choice of Law and Choice of Forum provisions do not apply to the Arbitration Agreement in Section 7, and we refer you to Section 7 for the applicable provisions for such disputes.

Claims of Copyright and Trademark Infringement.

Claims of copyright and trademark infringement should be sent to Yocha's designated contact address.

8.3. Notice

Yocha may give notice by means of a general notice on or through the Services, electronic mail to the email address associated with your Account, telephone or text message to any phone number provided in connection with your Account, or by written communication sent by first class mail or pre-paid post to any address connected with your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or at the time of sending (if sent by email, telephone, or on or through the Services). Notwithstanding the foregoing, notice of any modifications to these Terms shall be effective upon posting an updated version of these Terms on Yocha's website or through the Services. You may give notice to Yocha, with such notice deemed given when received by Yocha, at any time by first class mail or pre-paid post to our registered address for service of process, c/o Yocha, LLC 1255 Corporate Dr, Irving, TX 75038. If another provision of these

Terms addresses any specific notice (for example, notice of updates to these Terms, or notice of a dispute or arbitration demand), those specific notice provisions shall prevail to the extent there is any conflict or inconsistency between those provisions and this notice provision.

8.4. General

You may not assign these Terms without Yocha's prior written approval. Yocha may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Yocha's equity, business or assets; or (iii) a successor by merger. Any purported assignment by you in violation of this Section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Yocha, any Third-Party Provider, or any Out-of-App Experience Provider as a result of these Terms or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Yocha's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Yocha in writing. This provision shall not affect the Severability and Survivability section of the Arbitration Agreement of these Terms.