

## Late Backup

<https://www.lyft.com/terms>



# Lyft Terms of Service

May 8, 2014

This following user agreement describes the terms and conditions on which Lyft, Inc. offers you access to the Lyft platform.

Welcome to the user agreement (the "Agreement" or "User Agreement" or "Terms of Service") for Lyft (the "Lyft Platform"), an application owned and operated by Lyft Inc., a Delaware corporation, whose principal office is located at  
*548 Market St #68514, San Francisco, CA 94104*

. This Agreement is a legally binding agreement made between you ("You," "Your," or "Yourself") and Lyft, Inc. ("Lyft," "We," "Us" or "Our").

Lyft is willing to license, not sell, the Lyft Platform to You only upon the condition that You accept all the terms contained in this Agreement. By signing up with or by using the Lyft Platform, You indicate that You understand this Agreement and accept all of its terms. If You do not accept all the terms of this Agreement, then Lyft is unwilling to license the Lyft Platform to You.

This paragraph applies to any version of the Lyft Platform that you acquire from the Apple App Store. This Agreement is entered into between You and Lyft. Apple, Inc. ("Apple") is not a party to this Agreement and shall have no obligations with respect to the Lyft Platform. Lyft, not Apple, is solely responsible for the Lyft Platform and the content thereof as set forth hereunder. However, Apple and Apple's subsidiaries are third party beneficiaries of this Agreement. Upon Your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third party beneficiary thereof. This Agreement incorporates by reference the Licensed Application End User License Agreement published by Apple, 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 this Agreement, the terms of this Agreement shall control.

The Lyft Platform provides a means to enable persons who seek transportation to certain destinations ("Riders") to be matched with persons driving to or through those destinations ("Drivers"). For purposes of this Agreement these services shall collectively be defined as the "Services". This Agreement describes the terms and conditions that will govern Your use of and participation in the Lyft Platform.

Please read this Agreement carefully before using the Services. You must read, agree with and accept all of the terms and conditions contained in this Agreement, which includes those terms and conditions expressly set out below and those incorporated by reference, before You use any

of the Services. By using any of the Services, You become a Participant in Lyft and a User of Services available on the Lyft Platform ("Participant" or "User") and You agree to be bound by the terms and conditions of this Agreement with respect to such Services.

If you do not agree to be bound by the terms and conditions of this agreement, please do not use or access Lyft or register for the services provided on Lyft. We may amend this Agreement at any time by posting the amended terms on the Lyft Platform. If We post amended terms on the Lyft Platform, You may not use the Services without accepting them. Except as stated below, all amended terms shall automatically be effective after they are posted on the Lyft Platform. This Agreement may not be otherwise amended except in writing signed by You and Lyft.

Lyft does not provide transportation services, and Lyft is not a transportation carrier. It is up to the driver or vehicle operator to decide whether or not to offer a ride to a rider contacted through the Lyft Platform, and it is up to the rider to decide whether or not to accept a ride from any driver contacted through the Lyft platform. Any decision by a user to offer or accept transportation once such user is matched through the Lyft Platform is a decision made in such user's sole discretion. Lyft offers information and a method to connect drivers and riders with each other, but does not and does not intend to provide transportation services or act in any manner as a transportation carrier, and has no responsibility or liability for any transportation services voluntarily provided to any rider by any driver using the Lyft Platform.

## **Payments**

- **Donations (applicable to all users outside California).** As a Rider outside California, You may elect to make a voluntary donation ("Donation") for the ride a Driver has provided to You. The decision whether to make a Donation and the amount of the Donation is at Your sole discretion, and the Driver will not receive any compensation or consideration for providing You a ride other than the amount (if any) of this voluntary Donation. As a Driver, You may receive from a Rider a Donation for the ride You have provided. Each Driver acknowledges that the decision to provide such Donation and the amount of the Donation is at the Rider's sole discretion, and that the Driver will not request from Rider or receive any compensation or consideration for providing a ride to the Rider other than the amount (if any) of the Donation. A Donation may be any amount from \$0 up, as specified by Rider. If, within twenty-four (24) hours after a completion of a ride, a Rider does not identify a specific Donation amount for such ride, or decline to donate by specifying \$0 as the Donation amount, Lyft will assume that the Rider selects the suggested Donation amount for the ride and the Rider's credit card will automatically be charged that amount. It is the rider's sole responsibility, and not the responsibility of Lyft, to decide whether and how much to donate to the driver.
- **Charges (applicable to California users only).** As a Rider in California, You agree that any mandatory amounts charged following a ride (a "Charge") are due immediately. Lyft reserves the right to determine pricing.
- **Administrative Fee.** Lyft receives an administrative fee of up to 20% (the "Administrative Fee") of each
  1. Charge (California only)
  2. Donation of more than \$0 (users outside California) that a Rider makes to a Driver, net of the \$1 per ride trust & safety fee (the "Trust & Safety Fee").

For the sake of clarity, the Administrative Fee is assessed on a Donation or Charge, as applicable, after the assessment of the Trust & Safety Fee.

- **Refunds.** The full amount of the Donation or Charge, as applicable (including the Administrative Fee), is charged immediately following completion of such election to the Rider's authorized credit card and transferred (less the Administrative Fee) to such Driver's account. All payments made are non-refundable. This no-refund policy shall apply at all times regardless of a Rider's decision to terminate usage of Lyft, our decision to terminate a Rider's usage, disruption caused to our Services either planned, accidental or intentional, or any other reason whatsoever.
- **Promotional Offers.** Lyft, at its sole discretion, may make available promotional offers with different features to any of our customers. These promotional offers, unless made to You, shall have no bearing whatsoever on Your offer or contract. Lyft may change its Administrative Fee as we deem necessary for our business. We encourage You to check this Agreement periodically if You are interested in keeping abreast of the rate of our Administrative Fee.
- **Cancellation Fee.** In the event that a Rider cancels a ride request on the Lyft Platform more than 5 minutes after such request is made, Rider agrees to pay a "Cancellation Fee" of \$5.
- **Damage Fee.** In the event that a Driver reports to Lyft that a Rider has in any manner materially damaged the Driver's vehicle, Rider agrees to pay a "Damage Charge" of either \$100 or \$250 depending on the extent of the damage (as determined by Lyft in its sole discretion), which shall constitute full payment for Driver's cost of repairing or cleaning the vehicle, or otherwise remediating the damage. The Damage Charge shall be transferred to Driver. Lyft reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Damage Charge.
- **Facilitation of Payments.** All Donations or Charges, as applicable, shall be facilitated through Stripe, Inc., Lyft's third-party payment processing service.

## **Insurance**

Lyft procures an insurance policy that provides Drivers with excess automobile liability insurance up to \$1,000,000 per occurrence. The policy offers excess liability protection over a Driver's existing insurance while such Driver is transporting Rider(s) on a trip arranged through the Lyft Platform. The policy coverage is limited to liability only and does not provide coverage for collision, comprehensive or wear and tear damage to a Driver's vehicle. As with any automobile insurance policy, additional insurance terms, limitations, and exclusions apply. We do not procure insurance for, nor are we responsible for, personal belongings left in the car by Driver(s) or Rider(s).

This is an unofficial summary of Lyft's master insurance policy and may not always be up-to-date. None of the statements in this section should be interpreted as binding and are provided for quick reference only.

## **California Public Utilities Commission Disclosure**

Lyft facilitates rides between passengers and private drivers using their own personal vehicles. Lyft is required to maintain an insurance policy providing a minimum of \$1,000,000 (one million

dollars) per-incident coverage for incidents involving vehicles and drivers while they are using the Lyft Platform.

## **Eligibility**

Our Services are available only to, and may only be used by individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, Our Services are not available to children (persons under the age of 18) or to temporarily or indefinitely terminated Participants. By becoming a Participant, You represent and warrant that You are at least 18 years old. By using the Lyft Platform or the Services, You represent and warrant that You have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement.

You are the sole authorized user of Your account. You are responsible for maintaining the confidentiality of any password provided by You or Lyft for accessing the Services. You are solely and fully responsible for all activities that occur under Your password or account. Lyft has no control over the use of any User's account and expressly disclaims any liability derived therefrom. Should You suspect that any unauthorized party may be using Your password or account or You suspect any other breach of security, You will contact Us immediately.

## **Term and Termination**

This Agreement is effective upon use of the Lyft Platform or the Services for new Users and upon the posting dates of any subsequent amendments to this Agreement for all current Users. You may terminate Your participation in the Services at any time, for any reason upon receipt by Us of Your written or email notice of termination. Either You or We may terminate Your participation in the Lyft Platform by removing Your Information at any time, for any or no reason, without explanation, effective upon sending written or email notice to the other party. Upon such termination, We will remove all of Your information from Our servers, though We may retain an archived copy of records We have about You as required by law or for legitimate business purposes. We maintain sole discretion to bar Your use of the Services in the future, for any or no reason. Even after Your participation in the Lyft Platform is terminated, this Agreement will remain in effect.

## **Your Information**

Your Information is any information You provide, publish or display ("post") to the Lyft Platform or send to other Users in the registration or in any public message area (including, but not limited to the feedback section) or through any email feature ("Your Information"). Your Information will be stored on computers. You consent to Us using Your Information to create a User account that will allow You to participate in the Services. You are solely responsible for Your Information and Your interactions with other people in the public, and We act only as a passive conduit for Your online posting of Your Information. When You use the Lyft Platform, You agree to provide accurate, current and complete information as prompted by Our registration form and to maintain and timely update Your Information to keep it accurate, current and complete at all times during the Term of the Agreement. You agree that We and other people of

the public may rely on Your Information as accurate, current and complete. You acknowledge that if Your Information is untrue, inaccurate, not current or incomplete in any respect, We have the right to terminate this Agreement and Your use of the Services.

By accepting this Agreement, a Driver agrees that We may obtain information about the Driver, including without limitation the Driver's driving record, references and credit information. A Driver hereby authorizes Us to perform a background check on Driver, and further agrees to provide any necessary authorization to facilitate Our access to the Driver's official driving record, references and credit information during the term of the Agreement.

## **Social Media and Networking Sites**

As part of the functionality of the Lyft Platform, You may be able to login through online accounts You may have with third party service providers (each such account, a "Third Party Account") by either:

1. providing Your Third Party Account login information through the Lyft Platform; or
2. allowing Lyft to access Your Third Party Account, as is permitted under the applicable terms and conditions that govern Your use of each Third Party Account.

You represent that You are entitled to disclose Your Third Party Account login information to Lyft and/or grant Lyft access to Your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by You of any of the terms and conditions that govern Your use of the applicable Third Party Account and without obligating Lyft to pay any fees or making Lyft subject to any usage limitations imposed by such third party service providers. By granting Lyft access to any Third Party Accounts, You understand that

1. Lyft may access, make available and store (if applicable) any content that You have provided to and stored in Your Third Party Account (the "SNS Content") so that it is available on and through the Lyft Platform via Your account, including without limitation any friend, contacts or following/followed lists, and
2. Lyft may submit and receive additional information to Your Third Party Account as indicated herein.

Unless otherwise specified in this Agreement, all SNS Content, if any, shall be considered to be Your Information and Your Content for purposes of this Agreement. Depending on the Third Party Accounts You choose and subject to the privacy settings that You have set in such Third Party Accounts, personally identifiable information that You post to Your Third Party Accounts may be available on and through the Lyft Platform. Please note that if a Third Party Account or associated service becomes unavailable or the Lyft Platform's access to such Third Party Account is terminated by the third party service provider, then SNS Content may no longer be available on and through the Lyft Platform. Please note that your relationship with the third party service providers associated with your third party accounts is governed solely by your agreement(s) with such third party service providers. Lyft makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and Lyft is not responsible for any SNS Content.

## **Driver Representations and Warranties**

By using the Service, a Driver represents, warrants and agrees that:

- Such Driver is at least 23 years of age.
- Such Driver possesses a valid driver's license and is authorized to operate a motor vehicle and has all appropriate licenses, approvals and authority to provide transportation to third parties in all jurisdictions in which such Driver uses the Services.
- Such Driver owns, or has the legal right to operate, the vehicle such Driver uses when accepting Riders, and such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind.
- Such Driver is named or scheduled on the insurance policy covering the vehicle such Driver uses when accepting Riders.
- Such Driver has a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) for the operation of such Driver's vehicle to cover any anticipated losses related to such Driver's provision of rides to Riders.
- Such Driver will be solely responsible for any and all liability which results from or is alleged as a result of the operation of the vehicle such Driver uses to transport Riders, including, but not limited to personal injuries, death and property damages.
- In the event of a motor vehicle accident such Driver will be solely responsible for compliance with any applicable statutory or department of motor vehicles requirements, and for all necessary contacts with such Driver's insurance carrier.
- Such Driver will obey all local laws related to the matters set forth herein, and will be solely responsible for any violations of such local laws.
- Such Driver will not make any misrepresentation regarding Lyft, the Lyft Platform, the Services or such Driver's status as a Driver, offer or provide transportation service for profit, as a public carrier or taxi service, charge for rides or otherwise seek non-voluntary compensation from Riders, or engage in any other activity in a manner that is inconsistent with such Driver's obligations under this Agreement.
- Such Driver will not transport a Rider on any trip arranged through the Lyft Platform which is in excess of sixty (60) miles.
- Such Driver will only accept Riders using the vehicle that has been reported to and photographed by Lyft.
- Such Driver will not discriminate or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation.

## **Restricted Activities**

You agree that You will use the Services in a manner consistent with any and all applicable laws and regulations. We reserve the right, but are not obligated to investigate and terminate Your participation in the Lyft Platform if You have misused the Lyft Platform or the Services, or behaved in a way which could be regarded as inappropriate or whose conduct is unlawful or illegal.

1. With respect to Your participation on the Lyft Platform or through the Services, You agree that You will not:
  1. Impersonate any person or entity;
  2. "Stalk" or otherwise harass any person;
  3. Express or imply that any statements You make are endorsed by Us, without Our specific prior written consent;
  4. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Services or its contents;
  5. post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights;
  6. remove any copyright, trademark or other proprietary rights notices contained in the Service;
  7. interfere with or disrupt the Services or the Lyft Platform or the servers or networks connected to the Services or the Lyft Platform;
  8. post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
  9. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Service;
  10. "frame" or "mirror" any part of the Service, without Our prior written authorization or use meta tags or code or other devices containing any reference to Us or the Services or the Lyft Platform in order to direct any person to any other web site for any purpose; or
  11. modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Services or any software used on or for the Services or cause others to do so.
2. You further agree that Your Information and Your interactions on the Lyft Platform shall not:
  1. be false, inaccurate or misleading (directly or by omission or failure to update information);
  2. infringe any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
  3. violate any law, statute, ordinance or regulation;
  4. be defamatory, trade libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive or illegal material;
  5. contain any offensive anatomical or sexual references, or offensive sexually suggestive or connotative language;
  6. include in Your Information any telephone numbers, street addresses, last names, URL's or E-mail addresses other than where explicitly asked for it in the Your registration and profile section;
  7. contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere

- with, surreptitiously intercept or expropriate any system, data or personal information;
8. create liability for Us or cause Us to become subject to regulation as a transportation carrier or provider of taxi service; or
  9. link directly or indirectly to any other web sites. You further agree that You will not transfer, use, or sell Your Lyft account and/or ID to any another party. We reserve the right, but We have no obligation, to reject any Participant that does not comply with these prohibitions.

## Proprietary Rights

Lyft owns and retains ownership in the Lyft Platform, and all intellectual property therein. Contingent upon Your compliance with the terms and conditions of this Agreement, Lyft hereby grants to You a limited, non-transferable, non-exclusive, non-assignable, revocable license to use the Lyft Platform on

1. any Android device that You own or control and/or
2. any iPhone or iPod touch that You own or control and as permitted by the Usage Rules set forth in Section 9.b. of the [App Store Terms and Conditions](#) (the "Usage Rules").

This license does not allow You to use the Lyft Platform on any Android device, iPod touch, or iPhone that You do not own or control, and You may not distribute or make the Lyft Platform available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Lyft Platform. You may not copy (except as expressly permitted by this license and the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Lyft Platform, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law). Any attempt to do so is a violation of the rights of Lyft and its licensors. If You breach this restriction, You may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by Lyft that replace and/or supplement the Lyft Platform, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

You warrant and represent to Us that Your Information is posted by You and that You are the sole author of Your Information. To enable the Lyft Platform to use Your Information without violating any rights You might have in such information, You automatically grant, and You represent and warrant that You have the right to grant, to Us and other Participants, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights You have in Your Information and Your Content, and to use, copy, perform, display and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, in any media now known or not currently known, with respect to Your Information. Lyft will only use Your Information and Content in accordance with Our Privacy Policy. You may remove Your Content or Your Information from the Lyft Platform at any time. If You choose to remove Your Content or Your Information, the license granted above will automatically expire, however You acknowledge that Lyft may retain archived copies of Your Content. Lyft does not assert any ownership over Your Content; rather, as between Us and You, subject to the rights granted to Us



in these Terms of Service, You retain full ownership of all of Your Content and any intellectual property rights or other proprietary rights associated with Your Content. In addition, other Participants may post copyrighted information on the Lyft Platform, which has copyright protection whether or not it is identified as copyrighted. Except for that information which is in the public domain or for which You have been given permission, You will not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information of other Participants on the Lyft Platform.

## **Information Control**

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

Any of Your Information, including geolocational data, You upload, provide, or post on the Lyft Platform may be accessible to certain Users of the Lyft Platform. We cannot verify or guarantee the accuracy of the information Users provide Us on the Lyft Platform, and We do not control the information provided by other Users that is made available through Our system. Therefore, Lyft cannot and does not confirm each User's purported identity. You may find other User's information to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using the Lyft Platform. Please note that there are also risks of dealing with underage persons or people acting under false pretense. By using the Lyft Platform, You agree to accept such risks and Lyft is not responsible for the acts or omissions of users on the Lyft Platform. In order to help You evaluate with whom You are dealing, Lyft can link to a User's Facebook.com profile if they supply Us with their Facebook.com account information. We also encourage You to communicate directly with each potential Driver or Rider prior to engaging in an arranged transportation service.

## **Lyft E-mail and Text Communications**

E-mail communications and text messages sent from Us or through Us are designed to make Your Lyft experience more efficient. By becoming a Participant, You specifically agree to accept and consent to receiving e-mail communications and text messages initiated from Us or through Us, which include, without limitation: message notification e-mails, e-mails or text messages informing You about potential available Drivers or Riders and e-mails informing You of promotions We run and emails informing You of new and existing features We provide. Standard text messaging charges applied by Your cell phone carrier will apply to text messages We send. If You change Your mobile phone service provider, the notification service may be deactivated for Your phone number and You may need to re-enroll in the notification service. Lyft reserves the right to cancel the notification service at any time. If You do not wish to receive any of our e-mail communications or text messages, please do not use the Services.

## **Intellectual Property**

All intellectual property rights on the Lyft Platform and in the Services shall be owned by Us absolutely and in their entirety. These rights include and are not limited to database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Lyft Platform are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Lyft Platform or the Services ("Submissions"), provided by You to Us are non-confidential and shall become the sole property of Lyft. Lyft shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to You.

## **Copyright Complaints and Copyright Agent**

Lyft respects the intellectual property of others, and expects Users to do the same. If You believe, in good faith, that any materials on the Services infringe upon Your copyrights, please send the following information to Lyft's Copyright Agent at Lyft Inc., 548 Market St #68514, San Francisco, CA 94104:

1. A description of the copyrighted work that You claim has been infringed, including specific location on the Services where the material You claim is infringed is located. Include enough information to allow Lyft to locate the material, and explain why You think an infringement has taken place;
2. A description of the location where the original or an authorized copy of the copyrighted work exists – for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
3. Your address, telephone number, and e-mail address;
4. A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
5. A statement by You, made under penalty of perjury, that the information in Your notice is accurate, and that You are the copyright owner or authorized to act on the copyright owner's behalf; and
6. An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

## **Indemnity**

You will defend, indemnify, and hold Us and Our officers, directors, employees, agents and any third parties harmless for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of Your use of the Service, including:

1. Your breach of this Agreement or the documents it incorporates by reference; or
2. Your violation of any law or the rights of a third party, including, without limitation, Drivers, Riders, other motorists, and pedestrians, as a result of Your own interaction with such third party,

3. any allegation that any materials that You submit to Us or transmit to the Services or to Us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party;
4. Your ownership, use or operation of a motor vehicle or passenger vehicle, including Your provision of rides to Riders; and/or
5. any other activities in connection with the Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

## **Online Content Disclaimer**

Opinions, advice, statements, offers, or other information or content made available through the Services, but not directly by Us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. We do not guarantee the accuracy, completeness, or usefulness of any information on the Services and neither do We adopt nor endorse nor are We responsible for the accuracy or reliability of any opinion, advice, or statement made by parties other than Us. Under no circumstances will We be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Services, or transmitted to participants. We reserve the right, but We have no obligation, to monitor the materials posted in the public areas of the Services. Notwithstanding this right, You remain solely responsible for the content of the photos, profiles (including Your name, image, and likeness), messages, notes, text, information, music, video, advertisements, listings, and other content (the "Content") that You post in the public areas of the Services and in Your private e-mail messages. We shall have the right to remove any such material that in Our sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others. E-mails sent between You and other participants that are not readily accessible to the general public will be treated by Us as private to the extent required by applicable law.

The Lyft Platform contains (or You may be sent through the Lyft Platform or the Services) links to other web sites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by Us, and We are not responsible for any Third Party Sites accessed through the Lyft Platform or any Third Party Applications, Software or Content posted on, available through or installed from the Lyft Platform, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by Us. If You decide to leave the Lyft Platform and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, You do so at Your own risk and You should be aware that Our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any web site to which You navigate from the Lyft Platform or relating to any applications You use or install from the Lyft Platform.

## Other Disclaimers

We, Our subsidiaries, officers, directors, employees and our suppliers provide the Lyft Platform and the Services on an “as is” basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the Lyft Platform and/or the Services. We, Our subsidiaries, officers, directors, employees and Our suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to You. This warranty gives You specific legal rights and You may also have other legal rights that vary from state to state. We do not warrant that Your use of the Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet Your requirements, that any defects in the Services will be corrected, or that the Services are free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability. We cannot guarantee that each User is at least the required minimum age, nor do We accept responsibility or liability for any content, communication or other use or access of the Lyft Platform or the Services by persons under the age of 18 in violation of this Agreement. We are not responsible or liable in any manner for any Content posted on the Lyft Platform or in connection with the Service, whether posted or caused by Users of the Lyft Platform, by Lyft, by third parties or by any of the equipment or programming associated with or utilized in the Lyft Platform or the Services. Although We provide rules for User conduct and postings, We do not control and are not responsible for what Users post, transmit or share on the Lyft Platform and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content You may encounter on the Lyft Platform or in connection with any Content. Lyft is not responsible for the conduct, whether online or offline, of any user of the Lyft Platform or Services. It also is possible for others to obtain personal information about You due to Your use of the Lyft Platform or the Services, and that the recipient may use such information to harass or injure You. We are not responsible for the use of any personal information that You disclose on the Lyft Platform or through the Services.

You are solely responsible for Your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between You and other Users. Please carefully select the type of information that You post on the Lyft Platform or through the Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Participants or Users (including unauthorized users, or “hackers”). Lyft only offers a venue that enables drivers and riders to match with each other. Lyft does not offer transportation services and Lyft is not a transportation company. We are not involved in the actual transportation provided by Drivers to Riders. As a result, We have no control over the quality or safety of the transportation that occurs as a result of the Service; nor do We have any control over the truth or accuracy of the of Participants' information listed on the Lyft Platform. We cannot ensure that a Driver or Rider is who he or she claims to be or that a Driver or Rider will actually complete an arranged service. We reserve the right to change any and all Content, software and other items used or contained in the Lyft Platform and the Services at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Lyft or the Lyft Platform.

The Lyft Platform and the Services may be temporarily unavailable from time to time for maintenance or other reasons. Lyft assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. Lyft is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet, on the Lyft Platform, on any web site or any combination thereof, including injury or damage to User's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the Web and/or in connection with the Services.

## **Limitation of Liability**

In no event will We, Our subsidiaries, officers, directors, employees or Our suppliers, be liable to You for any incidental, consequential, or indirect damages (including, but not limited to, damages for deletion, corruption, loss of data, loss of programs, failure to store any information or other content maintained or transmitted by Our services, service interruptions, or for the cost of procurement of substitute services) arising out of or in connection with Lyft, Our services or this agreement (however arising, including negligence) even if We or Our agents or representatives know or have been advised of the possibility of such damages. We do not screen the participants using the services in any way. As a result, We will not be liable for any damages, direct, indirect, incidental and/or consequential, arising out of the use of Lyft or the services, including, without limitation, to damages arising out of communicating and/or meeting with other participants of Lyft or the services, or introduced to you via Lyft or the services. Such damages include, without limitation, physical damages, bodily injury, death and or emotional distress and discomfort. Notwithstanding anything to the contrary contained herein, our liability, and the liability of Our subsidiaries, officers, directors, employees, and suppliers, to You or any third parties in any circumstance is limited to \$100. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to You, some or all of the above disclaimers, exclusions or limitations may not apply to You, and You may have additional rights.

Lyft has no responsibility whatsoever for the actions or conduct of drivers or riders. Lyft has no obligation to intervene in or be involved in any way in disputes that may arise between drivers, riders, or third parties. Responsibility for the decisions you make regarding providing or accepting transportation rest solely with You. It is each rider and driver's responsibility to take reasonable precautions in all actions and interactions with any party they may interact with through use of the services. Lyft may but has no responsibility to screen or otherwise evaluate potential riders or users. Users understand and accept that Lyft has no control over the identity or actions of the riders and drivers, and Lyft requests that users exercise caution and good judgment when using the services. Drivers and riders use the services at their own risk.

## **Release**

In the event that You have a dispute with one or more Users, You agree to release Lyft (and Our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes with other Users or to Your use of the Lyft Platform or the Services. If You are a California resident, You waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

## **Breach**

Without limiting other remedies, We may terminate Your Participation, remove Your Information, warn Our community of Your actions, issue a warning, and refuse to provide Our services to You if:

1. You breach this Agreement or the documents it incorporates by reference;
2. We are unable to verify or authenticate any information You provide to Us;
3. We believe that Your actions may cause financial loss or legal liability for You, Our users or Us, or subject Lyft or You or any other User to regulation by any state or local government or regulatory agency; or
4. if We suspect that You have engaged in fraudulent activity in connection with the Lyft Platform or the Services.

## **Agreement to Arbitrate All Disputes and Legal Claims**

You and We agree that any legal disputes or claims arising out of or related to the Agreement (including but not limited to the use of the Lyft Platform and/or the Services, or the interpretation, enforceability, revocability, or validity of the Agreement, or the arbitrability of any dispute), that cannot be resolved informally shall be submitted to binding arbitration in the state in which the Agreement was performed. The arbitration shall be conducted by the American Arbitration Association under its Commercial Arbitration Rules (a copy of which can be obtained here), or as otherwise mutually agreed by you and we. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be brought within the time required by applicable law. You and we agree that any claim, action or proceeding arising out of or related to the Agreement must be brought in your individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, collective, or class proceeding. YOU ACKNOWLEDGE AND AGREE THAT YOU AND LYFT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

## **Privacy**

We do not sell or rent Your Information to third parties for their marketing purposes without Your explicit consent and We only use Your information as described in the Privacy Policy. We view protection of users' privacy as a very important community principle. We understand clearly that You and Your information is one of Our most important assets. We store and process Your information on computers located in the United States that are protected by physical as well as technological security devices. We use third parties to verify and certify Our privacy principles. If You object to Your Information being transferred or used in this way, please do not use or access Our Services.

## **Confidentiality**

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to Lyft's business, operations and properties ("Confidential Information") disclosed to You by Lyft for Your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Lyft in order to prevent it from falling into the public domain. Notwithstanding the above, You shall not have liability to Lyft with regard to any Confidential Information which You can prove:

1. was in the public domain at the time it was disclosed by Lyft or has entered the public domain through no fault of Yours;
2. was known to You, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;
3. is disclosed with the prior written approval of Lyft;
4. becomes known to You, without restriction, from a source other than Lyft without breach of this Agreement by You and otherwise not in violation of Lyft's rights; or
5. is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that You shall provide prompt notice of such court order or requirement to Lyft to enable Lyft to seek a protective order or otherwise prevent or restrict such disclosure.

## **No Agency**

You and Lyft are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

## **Notices, Complaints**

Except as explicitly stated otherwise, any notices to Lyft shall be given by certified mail, postage prepaid and return receipt requested to Lyft Inc.,  
*548 Market St #68514, San Francisco, CA 94104*

, and any notices to You shall be provided to You through the Lyft Platform or given to You via the email address You provide to Lyft during the registration process. In such case, notice shall be deemed given 3 days after the date that the email was sent. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, We may give You notice by certified mail, postage prepaid and return receipt requested, to the address provided to Lyft during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

To resolve a complaint regarding the Service, You should first contact Our Customer Service Department by email at [support@lyft.com](mailto:support@lyft.com). If Our Customer Service Department is not able to resolve Your complaint, You may file a complaint with the California Public Utilities Commission's Consumer Intake Unit by calling 800-894-9444.

## **General**

This Agreement shall be governed by the laws of the State of California without regard to choice of law principles. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement and all incorporated agreements may be automatically assigned by Lyft, in Our sole discretion in accordance with the "Notices" section of this Agreement. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by You or others does not waive Our right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between the User and Lyft with respect to the subject matter hereof. Sections referring to Services, Licenses, Liability Limit, Indemnity, and Resolution of Disputes shall survive any termination or expiration of this Agreement.

## **Privacy Policy**

Lyft is dedicated to protecting Your personal information and informing You about how We use it. This privacy policy applies to transactions and activities and data gathered through the Lyft Platform. Please review this privacy policy periodically as We may revise it without notice. This privacy policy was last revised on September 10, 2012. Each time You use the Lyft Platform or provide Us with information, by doing so You are accepting the practices described in this privacy policy at that time.

## **Data We Collect From You**

In order to operate the Lyft Platform and to provide You with information about products or services that may be of interest to You, We may "personal information" (i.e. information that could be used to contact You directly (without using the Lyft Platform) such as full name, postal address, phone number, credit/debit card information, or email address) or "demographic information" (i.e. information that You submit, or that We collect, that is not personal information; this may include, but is not limited to, zip code, hometown, gender, username, age/birth date, browsing history information, searching history information, and registration



history information. We will also collect the contact information of Your friends, if You choose to connect Your contacts and address book information with Lyft and Your login credentials to Your social network accounts, such as Facebook and Twitter, if You choose to connect those accounts with your Lyft account. You represent and warrant that You have the authority to provide Us with any such contact information. Demographic information is divided into two categories:

1. “non-public information”, which consists of ride transaction information and one-on-one communications between You and other users of the Lyft Platform; and
2. “public information”, which consists of all other demographic information.

Please note that nowhere on the Lyft Platform do We knowingly collect, keep or maintain personal information from children under the age of 18, as We require that all users represent to Us that they are at least 18 years old.

## **How We Use Personal Information**

We use Your email address and Your other personal information to help Us efficiently operate the Lyft Platform, to contact You in connection with Your transactions and other activities on the Lyft Platform (including, but not limited to, confirmation emails, or important news that could affect Your relationship with Lyft), to forward trip information to You from other Users, to forward trip information from You to other Users, and to contact You and others to suggest potential matches. We use Your contact information to find and connect with Your friends (when instructed by You). These types of communications are known as “Operational Communications.” In some cases, Operational Communications may also contain commercial messages, such as banner ads and special offers.

To operate the Lyft Platform, including processing Your transactions and supporting Your activities on the Lyft Platform, We may share Your personal information with Our agents, representatives, contractors and service providers so they can provide Us with support services such as email origination, receipt or support services, customer relationship management services, and order fulfillment. We require these entities not to use Your information for any other purpose.

By purchasing, or registering or making reservations for, products or services offered or sponsored by third parties on the Lyft Platform, or electing to receive communications (such as emails or material by mail) or electing to participate in contests, sweepstakes or other programs (such as discount or rewards programs), offered or sponsored by third parties on the Lyft Platform, You consent to Our providing Your personal information to those third parties. Those third parties may use Your personal information in accordance with their own privacy policies. You will need to contact those third parties to instruct them directly regarding Your preferences for the use of Your personal information by them. Additionally, You agree that We may use and disclose all such information so submitted to such third parties in the same manner in which We are entitled to use and disclose any other information You submit to Us.

Any third party with whom We are allowed to share Your personal information is authorized to use Your personal information in accordance with Our contractual arrangements with such third

parties and in accordance with their own privacy policies, over which We have no control, and You agree that We are not responsible or liable for any of their actions or omissions. Those who contact You will need to be instructed directly by You regarding Your preferences for the use of Your personal information by them.

## **How We Use Demographic Data**

We may review all demographic Data. We may use public information to enable other users to search Your profile, to determine whether Your trip details fit other user's requirements, and to communicate with You. We may use demographic information to tailor the Lyft Platform and communications to Your interests. We may also share demographic information with advertisers on an anonymous and aggregated basis (i.e., without telling the advertisers Your identity). One of the reasons We may do this is to increase the likelihood that Our advertisers' goods and services will appeal to You as a user of the Lyft Platform. Our sharing of demographic information with advertisers is anonymous (i.e., We do not tell advertisers which particular Lyft Users are members of which demographic groups), subject to the rest of this privacy policy. When You respond to an advertisement, however, We ask You to remember that if that ad that is targeted to a demographic group and You decide to give the advertiser Your personal information, then the advertiser may be able to identify You as being a member of that demographic group.

## **How to Edit Your Information**

Lyft provides You with the ability to access and edit Your personal information. To update Your personal info, click Settings in the Lyft menu. There You can view, update and correct Your account information.

So that We can protect the integrity of sensitive data, there are certain pieces of information, such as Your age, that You cannot alter Yourself.

Our databases automatically update any personal information You edit in Your profile, or that You request We edit. Information transmitted through boards, chats, polls or through any other means remain in Our databases and become the property of Lyft upon submission. Keep this in mind if You decide to communicate personal information through any of these applications.

## **Information Retention**

To preserve the integrity of Our databases, standard procedure calls for Us to retain information submitted by members for an indefinite length of time. Lyft understands Your submissions as consent to store all Your information in one place for this indefinite length of time, if We so wish. If required by law, as is the case to comply with the Children's Online Privacy Protection Act (COPPA), We will nullify member information by erasing it from Our database. We will also respond to written member requests to nullify account information. Also, by using the Lyft Platform, You do hereby represent and warrant that You understand and agree that all information submitted by You through the Lyft Platform or otherwise to Lyft becomes the

property of Lyft and may be used in the sole discretion of Lyft in accordance with this Privacy Policy and the Terms of Use.

## **Choice/Opt-Out**

Lyft provides Users the opportunity to opt-out of receiving communications from Us and Our partners at the point where We request information about the visitor. Lyft gives Users the option to remove their information from Our database, to not receive future communications or to no longer receive Our service.

## **Special Cases in Which We Share Personal Information**

Your personal information may be passed on to a third party in the event of a transfer of ownership or assets, or a bankruptcy. We may also disclose personal information when We determine that such disclosure is necessary to comply with applicable law, to cooperate with law enforcement or to protect the interests or safety of Lyft or other visitors to the Lyft Platform. We also may disclose Your personal information to Our subsidiary and parent companies and businesses, and other affiliated legal entities and businesses with whom We are under common corporate control. Whenever personal information is disclosed under this paragraph, We may also disclose Your demographic information along with it, on a non-anonymous basis. All of Our parent, subsidiary and affiliated legal entities and businesses that receive Your personal information or non-anonymous demographic information from Us will comply with the terms of this privacy policy with respect to their use and disclosure of such information.

## **Our Security Precautions**

Your Lyft Profile is password-protected so that only You and authorized Lyft employees have access to Your account information. If You have registered for Lyft using Facebook Connect, then Your login and password shall be the same as Your Facebook login and password. In order to maintain this protection, do not give Your password to anyone. Lyft staff will never proactively reach out to You and ask for any personal account information, including Your password. If You share a computer, You should sign out of Your Lyft account and close the browser window before someone else logs on. This will help protect Your information entered on public terminals from disclosure to third parties.

Lyft makes every effort to ensure that Your information is secure on its system. Lyft has staff dedicated to maintaining Our privacy policy as set forth herein and other privacy initiatives, periodically reviewing Web security and making sure that every Lyft employee is aware of Our security practices. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, Lyft cannot guarantee the security of any information You transmit to Us, and You do so at Your own risk. If You have any further questions on this issue, refer to Lyft Terms of Use. Lyft expressly disclaims any liability that may arise should any other individuals obtain the information You submit to the Lyft Platform.

Lyft has security measures in place to protect against the loss, misuse and alteration of the information under Our control. Your information may be transferred to and maintained on

computer networks which may be located outside of the state, province, country or other governmental jurisdiction in which You reside, and the country or jurisdiction in which these computer networks are located may not have privacy laws as protective as the laws in Your country or jurisdiction.

The Lyft Platform may contain links to other web sites. We are of course not responsible for the privacy practices of other web sites. We encourage Our Users to be aware when they leave the Lyft Platform to read the privacy statements of each and every web site that collects personally identifiable information. This Privacy Policy applies solely to information collected by the Lyft Platform.

## **Changing our Privacy Policy for Previously Gathered Information**

If at any point We decide to use particular personally identifiable information in a manner materially different from that stated at the time it was collected, We will notify Users by way of an email or by providing 30 days notice on the Lyft Platform. We also encourage You to review this privacy policy periodically. By using the Lyft Platform, You do hereby represent and warrant that You have read, understand and agree to all terms of Agreement. Each time You use the Lyft Platform, You agree to all terms set forth in this Agreement and any other policies published by Lyft on the Lyft Platform. Please note that We will continue to have the right to change Our privacy policy and practices, and how We use Your personally identifiable information, without notice, as described in herein, provided that such changes shall only apply to information gathered on or after the date of the change.

## **Contacting Lyft**

If You have any questions about this privacy statement, the practices of Lyft, or Your dealings with Lyft, You may contact Us at [support@lyft.com](mailto:support@lyft.com).