



DRIVER DISCLOSURES AND REQUIREMENTS

Driver Disclosures

These Driver Disclosures and Requirements are an addendum to the [Terms of Use](#) between you and BusyBee and it sets forth additional terms and conditions that are applicable to your use of the Platform. Capitalized terms not defined in these Driver Disclosures and Requirements have the meaning given to such terms in the [Terms of Use](#).

BUSYBEE WILL PROVIDE YOU (DRIVER) WITH A NOTICE EXPLAINING WHETHER IT PROVIDES INSURANCE TO REPAIR YOUR PERSONAL VEHICLE IF YOU HAVE AN ACCIDENT WHEN USING YOUR VEHICLE IN A SERVICE (AS PART OF A TRANSPORTATION NETWORK). IF BUSYBEE DOES NOT PROVIDE COVERAGE FOR DAMAGE TO YOUR VEHICLE, YOUR PERSONAL AUTOMOBILE INSURANCE POLICY MIGHT NOT PROVIDE THE COVERAGE AND YOU MAY BE REQUIRED TO PAY ALL COSTS TO REPAIR THE VEHICLE YOURSELF IN THE EVENT OF AN ACCIDENT UNLESS YOU PURCHASE EXTRA INSURANCE. IF YOU FINANCED THE PURCHASE OF THE VEHICLE OR LEASE THE VEHICLE, YOU MUST NOTIFY YOUR LENDER OR LESSOR THAT YOU WILL USE YOUR VEHICLE TO PROVIDE TRANSPORTATION NETWORK SERVICE. YOUR LENDER OR LESSOR MAY REQUIRE YOU TO PURCHASE EXTRA INSURANCE COVERAGE OR, IF YOU DO NOT DO SO, MAY PURCHASE INSURANCE ON YOUR BEHALF AND BILL YOU FOR THE COSTS OF THE POLICY. THE FAILURE TO NOTIFY A LENDER OR LESSOR OR TO HAVE INSURANCE TO COVER THE COST OF DAMAGE TO THE VEHICLE MAY CAUSE YOUR VEHICLE TO BE REPOSSESSED OR YOUR LEASE TO BE REVOKED. IF YOU HAVE QUESTIONS ABOUT THIS NOTICE, YOU SHOULD CONTACT YOUR INSURANCE AGENT, YOUR LENDER OR LESSOR OR THE PENNSYLVANIA INSURANCE DEPARTMENT.

In the event of an accident, you shall disclose whether you were logged onto the Platform (including the Apps) during the accident and provide proof of



insurance coverage to interested parties, automobile insurers (including BusyBee's) and investigating police officers. You shall report the accident to BusyBee, insurance providers, the owner of the vehicle if you are not the owner, and the holder of the vehicle's insurance policy if you are not the holder.

If you will not be using a vehicle that you own and insure, you must provide the disclosures on this page to the policyholder and to the owner of the vehicle.

Driver Requirements

By using the Platform to provide Services as a "Driver" (as that term is defined in the [Terms of Use](#)), you acknowledge, represent, warrant, and agree that:

- You are an independent provider of the Services as described in the [Terms of Use](#), which includes transportation services and certain caregiving responsibilities. You use the Platform in order to advertise and connect with other Users who wish to arrange for your Services, and you provide Services to other Users of the Platform solely on behalf of yourself and your own independently established business, if any, not on behalf of BusyBee. The relationship between you and BusyBee under these Driver Disclosures and Requirements and related [Terms of Use](#) (and the related Policies) is solely that of independent contracting parties. You and BusyBee expressly agree that (a) this is not an employment agreement and does not create an employment relationship between you and BusyBee, and (b) no joint venture, franchisor-franchisee, partnership, or agency relationship is intended or created by these Driver Disclosures and Requirements. You have no authority to bind BusyBee, and you undertake not to hold yourself out as an employee, agent or authorized representative of BusyBee.
- BusyBee does not, and shall not be deemed to, direct or control you generally or in your performance under these Driver Disclosures and Requirements and related [Terms of Use](#), specifically, including in connection with your provision of Services, your acts or omissions, or



your operation and maintenance of your vehicle. You retain the sole right to determine when, where, and for how long you will utilize the Platform. You retain the option to accept or to decline or ignore a Guardian's request for Services via the Platform, or to cancel an accepted request for Services via the Platform, subject to BusyBee's then-current cancellation policies. You determine the rate for your Services when using the Platform by deciding when and how often to accept ride requests and which ride requests to accept.

- BusyBee will provide to you a placard or decal for the vehicle that has been approved for use in providing Services. You must display the placard or decal at any time you are logged on to the Platform or otherwise providing Services.
- You must be at least 23 years of age and have a valid driver's license and all other required licenses, certifications, permits, approvals and authority to provide independent transportation and caregiving services to third parties in all jurisdictions in which you operate as a Driver using the Platform. You must provide to BusyBee written copies of all required licenses, permits and other documentation necessary to establish your ability to operate as a Driver.
- You have and can provide proof of valid liability insurance consistent with all applicable legal requirements that names or schedules you for the operation of the vehicle you use to provide Services. You must also carry proof, either a paper copy or electronic copy, of the BusyBee's liability insurance required under applicable law for any personal vehicle used by the Driver.
- You own, or have the legal right to operate, the vehicle you use when providing Services, and such vehicle is in good operating condition and meets industry and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind. Without limiting the generality of the foregoing, you agree and understand that you may not use any vehicle older than 10 model years old or 12 model years if the



vehicle is an alternative fuel vehicle (as defined in Section 2 of the Act of November 29, 2004 (P.L.1376, No.178), known as the Alternative Fuels Incentive Act), and has been driven no more than 350,000 miles. Furthermore, an annual certificate of inspection under 75 Pa.C.S. Ch. 47 (relating to inspection of vehicles) must be obtained for any vehicle used for Services from an inspection station approved by the Pennsylvania Department of Transportation under 67 Pa. Code Ch. 175 (relating to vehicle equipment and inspection) for each personal vehicle. A valid certificate of inspection shall be maintained in all vehicles. For a vehicle registered outside the Commonwealth of Pennsylvania, inspection must be conducted by a facility approved by the Department of Transportation.

- You will only provide Services using the vehicle that has been reported to and approved by BusyBee. You agree to update your account to reflect any change to your vehicle information and provide all requisite information for vehicle approval in advance of using the vehicle to provide Services. Without limiting the generality of the foregoing, you agree and understand that such a vehicle must be of the type as required by applicable law and at no time may a vehicle used to provide Services transport a greater number of individuals, including the Driver, than the number of seat belts factory installed in the vehicle.
- You will not attempt to defraud BusyBee, Users, or any other third party on the Platform or in connection with your provision of Services. If we suspect that you have engaged in fraudulent activity we may deactivate your account and/or withhold applicable payments for the ride(s) in question.
- You agree that we may obtain information about your background on a continuous and ongoing basis, including criminal history and driving history record check requirements under applicable laws, and you agree to provide any further necessary authorizations to facilitate our access to such records during the term of these Terms, consistent with



applicable law or regulations. You agree to immediately self-report any arrest, conviction, or driving infraction.

- By accepting a ride request, you are entering into an agreement with the Guardian to transport the Rider to a predetermined drop off location. You must transport a Rider directly to the predetermined drop-off location selected by the Guardian.
- You must be able to provide satisfactory verification of your identity to the Guardian as the Driver that was matched with the Rider.. You may not misrepresent to the public that you are using the Platform to provide Services if you are not actually using the Platform at the time the Services are provided. You must only accept a ride arranged through the Platform. You may not solicit or accept street hails or telephone calls requesting transportation network service.
- You must be able to communicate with BusyBee, including its representatives and agents, and Guardians and Rider to whom you provide Services.
- You must comply with all state and federal laws, local ordinances and regulations that apply to the operation of a motor vehicle in the jurisdiction in which you provide Services. You will not engage in reckless behavior while driving, drive unsafely, operate a vehicle that is unsafe to drive, permit an unauthorized third party to accompany you in the vehicle while providing Services, provide Services as a Driver while under the influence of alcohol or drugs, engage in illegal use of a mobile device, or take action that harms or threatens the safety of the Rider, BusyBee community, or third-parties. More information regarding restricted activity can be found in the [Zero Tolerance Policy](#).
- You acknowledge and agree to abide by any applicable drug and alcohol policies, including those described in the [Zero Tolerance Policy](#). By agreeing to these Driver Disclosures and Requirements and the [Terms of Use](#), you further acknowledge that you have received, reviewed, and



agree to such drug and alcohol testing as may be required by BusyBee from time to time.

- You must have a current and working cell phone number on your account at all times and must keep that same cell phone number turned “on” and operational during your provision of Services.
- You must install and use a car seat or booster as required by law. From time to time, you may receive requests from Guardians to install car seat or boosters when not required by law. If you are not able to install a car seat or booster under either scenario, you will not be matched with the ride request.
- During a ride, you must not interfere with the operation of the Platform or disable the collection of location-based information from your mobile device.
- You are responsible for maintaining any business licenses or certifications required by law, ordinance, or regulation.
- You will make reasonable accommodation for Riders and/or for service animals, as required by law. Without limiting the generality of the foregoing, Driver must transport a service animal when accompanying a Rider with a disability for no additional charge unless the Driver has a documented medical allergy on file with BusyBee. Service animals must be permitted to ride in the passenger compartment of a vehicle.
- By using the Platform to provide Services, you consent to and hereby authorizes BusyBee (directly or through a service provider) to collect, use, store, and share certain driving and other location-based data while the Platform is open or being used as set forth in the [Terms of Use](#).
- You consent to and hereby authorize BusyBee to install in-vehicle monitoring systems on your registered vehicle which will be operational during the entire time while you are in the process of providing services to Riders. You will ensure that the video feed is operational prior to your first service, for the benefit of the Guardian, as well as your and BusyBee’s protection.



- You will pay all applicable federal, state and local taxes based on your provision of Services and any payments received by you.