



TERMS OF USE

Last Modified: June 1, 2022

Acceptance of the Terms of Use

These terms of use are entered into by and between you and BusyBee Kid Shuttle LLC (“BusyBee,” “we,” or “us”). The following terms and conditions, together with any documents they incorporate by reference (collectively, “Terms of Use”), govern your access to and use of www.busybee.co (the “Site”) including any content, functionality and services offered on or through the Site and its mobile applications (the “Apps” and collectively with the Site, the “Platform”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Platform. By using the Platform, you accept and agree to be bound and abide by these Terms of Use, our [Privacy Policy](#), [Driver Disclosures and Requirements](#), [Zero Tolerance Policy](#), [Pricing and Payment Terms](#), and such other policies BusyBee may incorporate from time to time, all of which are incorporated herein by reference (collectively, the “Policies”). If you do not want to agree to these Terms of Use or the Policies, you must not access or use the Platform.

This Platform is offered and available to users who are 18 years of age or older and reside and/or otherwise intend to use the Platform in the Commonwealth of Pennsylvania. The Platform is only available for use in the Commonwealth of Pennsylvania and is not available within the City of Philadelphia. By using this Platform, you represent and warrant that you are of legal age to form a binding contract with BusyBee and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Platform.



Changes to the Terms of Use and Policies

We may revise and update these Terms of Use and the Policies from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Platform following the posting of revised Terms of Use and/or Policies means that you accept and agree to the changes. You are expected to check this page each time you access this Platform so you are aware of any changes, as they are binding on you. We also reserve the right to modify any information contained in any Policies and/or pages incorporated herein by reference or any information referenced in any of the hyperlinks set forth in these Terms of Use, and such modifications shall become effective upon posting.

Overview of Platform

Generally, the Platform enables its users to arrange for and schedule rides for minors and provide services directly to other users. "Users" includes (a) independent contractors who use an approved personal vehicle to provide transportation and related caregiving services ("Drivers"); and (b) "Guardians," including parents and guardians who desire transportation for family members and other riders for whom they are legally authorized to arrange rides (collectively, "Riders"). Guardians and Drivers use the Platform to communicate and contract with one another. Transportation and caregiving services provided by Drivers to Guardians and Riders who are matched through the Platform shall be referred to collectively as the "Services." Guardians use the Platform to advertise their Services to other Users. Any decision by a User to offer or accept Services is a decision made in such User's sole discretion. Services provided by a Driver at the request of a Guardian constitute a separate agreement between such persons. Guardians are responsible for paying Drivers for the Services they contract for using the Platform.



BUSYBEE DOES NOT PROVIDE TRANSPORTATION SERVICES AND IS NOT A TRANSPORTATION COMPANY. As a User, you acknowledge that your ability to arrange for, provide, and/or obtain Services using the Platform does not in any way establish BusyBee as a provider of transportation or as a transportation company. No joint venture, partnership, employment, or agency relationship exists between you and BusyBee.

Each Guardian will need to create an account in order to access or use the Platform. As a Guardian, you have the ability under your account to add Riders for whom you will be arranging Services and to provide certain information about such Riders. For each Rider that you add to your account, you represent and warrant that you have all authorizations, consents, and approvals to provide any information you submit about such Rider.

Accessing the Platform and Account Security

We reserve the right to withdraw or amend this Platform, and any service or material we provide on the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to Users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Platform, including all equipment and software necessary to connect to the Platform (i.e., a mobile device that is suitable to connect with and use the Apps). You are solely responsible for any expenses or fees, including internet connection or mobile fees that you incur when accessing the Apps.



- Ensuring that all persons who access the Platform through your internet connection are aware of these Terms of Use (and related Policies) and comply with them.

You must be at least eighteen (18) years of age and have the right, authority, and capacity to enter into and abide by the terms and conditions of these Terms of Use. In addition, you must be at least twenty-three (23) years of age to use the Platform to provide Services as a Driver (you must also meet the other requirements set forth and described in the [Driver Disclosures and Requirements](#)). You must create an account on our Platform using the app, available at both iOS AppStore and Google PlayStore. You agree not to create more than one account as a Guardian and/or as a Driver. You must not use a false identity or provide any false information to create your account. You may not create an account for someone else unless you have the legal authority to do so. You shall have no ownership or other property interest in your account. To access the Platform or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Platform that all the information you provide on the Platform is correct, current and complete. You agree to maintain true, accurate, current and complete information about yourself at all times that you use the Platform and as may be required by BusyBee. You agree that all information you provide to register with this Platform or otherwise, including, but not limited to, through the use of any interactive features on the Platform, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Platform or portions of it using your user name, password or other security information. You agree



that you shall monitor your account to restrict use by minors and you shall not allow your children or any minor to use your account. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use and/or any of the Policies.

Mobile Application

Subject to your compliance with these Terms of Use, we grant you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Apps on a mobile device that you own or control and to run such copy of the Apps solely to access the Platform for your own internal purposes. With respect to an Apple iOS version of the Apps (the "Apple iOS Application"), you acknowledge that your use of the Apps must comply with the then-current [Apple Media Services Terms and Conditions](#). With respect to a version of the Apps accessed through or downloaded from the Google Play Store ("Google-Sourced Application"), you acknowledge the then-current [Google Play Store Terms of Service](#).

Certain software code incorporated into or distributed with the Apps may be licensed by third parties under various "open-source" or "public-source" software licenses (collectively, the "Open Source Software"). Notwithstanding anything to the contrary in these Terms of Use, the Open Source Software is separately licensed pursuant to the terms and conditions of their respective open-source software licenses. You agree to comply with the terms and conditions of such open-source software license agreements.



As a marketplace Platform, we connect Drivers with Guardians. For the Platform to work, we need to collect your location information. When you open the Apps on your mobile phone, we collect your location information in real-time. Your location information is necessary for the provision of Services. By using the Apps, you hereby authorize us to collect, use, and store your location data even when the Apps are running in the background (for Drivers only). If you do not agree to permit us to collect this information on your mobile device, you may not use our Services as such collection and use is necessary for the provision of the Services.

Certain features of the Platform require access to and use of your device's map features or functionality. Any use of those features will be subject to the terms and conditions applicable to such third party services. It is your sole responsibility to review the terms and conditions that apply to these third party services before using it; these Terms of Use do not apply to any activities conducted via these third party services.

Communications through Platform and with BusyBee

By using the Platform, you agree to receive communications from us, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automated telephone dialing systems. Communications from BusyBee and other Users, including Drivers and Guardians, may include, but are not limited to: improving or using the Platform, operational communications concerning your account or the Services you provide or receive, updates concerning new and existing features relating to the Platform, communications concerning promotions run by us or our third-party partners, and news concerning BusyBee. We do not charge for this feature. However, any standard text messaging charges applied by your cell phone carrier will apply to text messages we send.



IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. IF YOU WISH TO OPT OUT OF PROMOTIONAL CALLS OR TEXTS, YOU MAY REPLY "STOP" TO A BUSYBEE TEXT MESSAGE FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS OR CALLS AS A CONDITION OF USING THE SERVICES OR THE SERVICES.

IF YOU WISH TO OPT OUT OF ALL TEXTS OR CALLS FROM BUSYBEE (INCLUDING OPERATIONAL OR TRANSACTIONAL TEXTS OR CALLS), YOU CAN REPLY "STOPALL" TO A BUSYBEE TEXT MESSAGE FROM THE MOBILE DEVICE RECEIVING THE MESSAGES, HOWEVER YOU ACKNOWLEDGE THAT BY OPTING OUT OF RECEIVING ALL CALLS OR TEXTS YOU WILL NO LONGER BE ABLE TO USE THE SERVICES, AS SUCH COMMUNICATIONS ARE NECESSARY FOR PROVIDING THE SERVICES. WE WILL NOT BE LIABLE FOR ANY DELAYS IN THE RECEIPT OF ANY SMS MESSAGES AS DELIVERY IS SUBJECT TO EFFECTIVE TRANSMISSION FROM YOUR MOBILE SERVICE OPERATOR.

Confidentiality; Intellectual Property Rights

You must treat all technical, financial, strategic and other proprietary and confidential information relating to BusyBee's business and operations, including profile information about Drivers, Guardians, and Riders as "Confidential Information". You may only use Confidential Information for the purpose of fulfilling your Services as a Drivers and/or Guardians as reasonably necessary to participate in the Services you arrange for, using the Platform. Furthermore, any Confidential Information is provided to you solely for purposes of carrying out the Services and you agree not to disseminate, distribute, disclose, or otherwise share any Confidential Information. In the event of any improper disclosure, you agree to notify BusyBee within 24 hours of such disclosure. Any improper disclosure is a violation of these Terms of Use



that may result in deactivation of your account and your immediate discontinuance of the Services.

Except for User Contributions and third party content, the Platform and its entire contents, features and functionality (including, but not limited to, all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by BusyBee, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Platform for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Platform, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Platform for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- You may download a single copy of the Apps to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from the Site.



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- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Platform or any Services or materials available through the Platform.

If you wish to make any use of material on the Platform other than that set out in this section, please address your request to: hello@busybee.co.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms of Use, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by BusyBee. Any use of the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

BusyBee name, BusyBee logo and all related names, logos, product and service names, designs and slogans are trademarks of BusyBee or its affiliates or licensors. You must not use such marks without the prior written permission of BusyBee. All other names, logos, product and service names, designs and slogans on this Platform are the trademarks of their respective owners.

If you are a Driver, BusyBee grants to you, and subject to your compliance with these Terms of Use and any other agreement entered into between you and BusyBee, a limited, revocable, non-exclusive license to display BusyBee trademarks and/or service names on your vehicle (including such placards as



may be required under applicable law) and to wear clothing displaying such marks while you are performing Services as a Driver, provided all displayed materials are obtained directly from BusyBee.

Prohibited Uses

You may use the Platform only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platform:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the [Content Standards](#) set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate BusyBee, a BusyBee employee, another User or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm BusyBee or Users, or expose them to liability.
- To violate any of BusyBee's other Policies or standards.



Additionally, you agree not to:

- Use the Platform in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform.
- Use any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
- Use any manual process to monitor or copy any of the material on the Platform, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Platform.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer or database connected to the Platform.
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Platform.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:



- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use, any of the Policies, including our [Privacy Policy](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you



believe any materials accessible on or from this Site infringe your copyright, you may request removal of those materials (or access to them) from the Site by submitting written notification to our copyright agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Site, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.
- Our designated copyright agent to receive DMCA Notices is:

John A. Connell II
BusyBee Kid Shuttle LLC
118 Delp Road Lancaster, PA 17601



john@busybee.co

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA. It is our policy in appropriate circumstances to disable and/or terminate the accounts of Users who are repeat infringers.

Reliance on Information Posted

The information presented on or through the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.

As a part of the Platform, you may have access to materials that are hosted by another party (including the maps referenced above). You agree that it is impossible for BusyBee to monitor such materials and that you access these materials at your own risk. The Platform may provide information from and links to third party websites and applications ("Third Party Sites") and advertisements for third parties (collectively, "Third Party Sites & Ads"). When you click on a link to any Third Party Sites & Ads, you are subject to the terms and conditions (including privacy policies) of another website, application or destination. Such Third Party Sites are not under the control of BusyBee and BusyBee is not responsible for any Third Party Sites & Ads. BusyBee provides these Third Party Sites & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Sites & Ads, or their products or services. You use all links in Third



Party Sites & Ads at your own risk. When you leave our Platform, our Terms of Use no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third Party Sites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

Changes to the Platform

We may update the content on this Platform from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Platform may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Platform

All information we collect on this Platform is subject to our [Privacy Policy](#). By using the Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Pricing and Payment Terms and Other Terms and Conditions

BusyBee does not pay Drivers for Services that Drivers provide while using the Platform. As a Guardian, you understand that Drivers provide Services directly to you and that your request or use of Services may result in charges to you ("Charges"). Charges include all applicable fees, tolls, surcharges, and taxes, as set forth in the [Pricing and Payment Terms](#). You expressly authorize BusyBee to charge the credit card or debit card associated with your account ("Payment Method") for all applicable Charges. In addition to these Charges, you may elect to pay your Driver a tip. BusyBee has the authority and reserves the right to determine and modify pricing by changing these terms or those set forth in the [Pricing and Payment Terms](#) or quoting you a price for a specific ride at the time you make a request. You are responsible for reviewing the applicable pricing terms (including the [Pricing and Payment Terms](#)) and shall



be responsible for all Charges incurred under your User account regardless of your awareness of such Charges.

If you are a Driver, you will receive payments from Guardians for your Services subject to these terms and such other pricing and payment terms that BusyBee may implement from time to time. BusyBee will collect payments owed to you by Guardians and other third parties as your limited collection agent and you agree that receipt of such payments by BusyBee satisfies the payer's obligation to you. BusyBee reserves the right to adjust or withhold all or a portion of any Charges, including Ride Fees, or other payment owed to you (except tips) to satisfy any fees or other charges associated with your use of the Platform.

All additional terms and conditions set forth in the Policies are hereby incorporated by this reference into these Terms of Use.

Linking to the Platform and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part.

This Platform may provide certain social media features that enable you to:

- Link from your own or certain Third Party Sites to certain content on this Platform.
- Send e-mails or other communications with certain content, or links to certain content, on this Platform.
- Cause limited portions of content on this Platform to be displayed or appear to be displayed on your own or certain Third Party Sites.



You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any Platform that is not owned by you.
- Cause the Platform or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Platform other than the homepage of the Site.
- Otherwise take any action with respect to the materials on this Platform that is inconsistent with any other provision of these Terms of Use or any of the Policies.

The Platform from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Platform

If the Platform contains links to other sites and resources provided by third parties, including Third Party Sites, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party Platforms linked to this Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such Platforms.



Geographic Restrictions

The owner of the Platform is based in the Commonwealth of Pennsylvania in the United States of America. We provide this Platform for use only by persons located in the United States and specifically, within the Commonwealth of Pennsylvania. We make no claims that the Platform or any of its content is accessible or appropriate outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY PLATFORM LINKED TO IT.

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USERS ARE NOT COVERED PARTIES WITHIN THE MEANING OF THESE TERMS. WE DO NOT CONTROL, OR HAVE THE RIGHT TO CONTROL USERS EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THESE OR ANY APPLICABLE SUPPLEMENTAL TERMS OR AS REQUIRED BY APPLICABLE STATE AND/OR FEDERAL LAW, REGULATION, OR ORDINANCE. WE ARE NOT RESPONSIBLE FOR THE AVAILABILITY OF OR PERFORMANCE OF SERVICES PROVIDED BY DRIVERS. WE DO NOT GUARANTEE GUARDIANS THAT ANY RIDE REQUEST WILL BE ACCEPTED BY DRIVERS OR THAT DRIVERS WILL RECEIVE ANY PARTICULAR NUMBER OF RIDE REQUESTS BY GUARDIANS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COVERED PARTIES ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, OR NEGLIGENCE OF ANY USERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. WE DO NOT REPRESENT OR ENDORSE, AND SHALL



NOT BE RESPONSIBLE FOR YOUR ABILITY OR INABILITY TO ARRANGE FOR OR PROVIDE SERVICES USING THE PLATFORM. BUSYBEE SHALL NOT BE LIABLE FOR ANY DELAY IN OR FAILURE TO PERFORM ANY SERVICES.

BUSYBEE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COVERED PARTIES TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF TOTAL AGGREGATE LIABILITY TO YOU EXCEED THE GREATER OF: (I) THE TOTAL AMOUNT OF FEES WE RECEIVE FROM YOUR RIDE REQUESTS IN THE THREE (3) MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO OUR LIABILITY, OR (II) ONE THOUSAND DOLLARS (\$1000.00). THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITY OF A COVERED PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A COVERED PARTY'S GROSS NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A COVERED PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION. THE FOREGOING LIMITATIONS OF LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN BUSYBEE AND YOU.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Covered Parties from and against any claims, liabilities, damages, judgments, awards, losses, costs,



expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use, any of the Policies, or your use of the Platform, including, but not limited to, your use of, or inability to use, the Platform to arrange for or provide Services, your User Contributions, any use of the Platform's content, services and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Platform. This provision does not require you to indemnify any of the Covered Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with BusyBee Platform. You agree that the provisions in this section will survive termination of your User account, the Terms, or your access to Platform.

Term and Termination

These Terms of Use may be terminated by User, without cause, upon seven (7) days' written notice to BusyBee, or by any party immediately, without notice, upon the other party's material breach of the Terms of Use. In addition, BusyBee may terminate the Terms of Use or deactivate your User account immediately in the event (i) you no longer qualify to provide or arrange for Services or operate under applicable law, ordinance, permit, or regulation; (ii) BusyBee has the good faith belief that such action is necessary to protect the safety of BusyBee community or third parties; or, (iii) you fall below any applicable User standard, condition, or requirement established by BusyBee, including, but not limited to, those set forth in the Policies. You may not use the Platform after your account has been deactivated unless expressly authorized by BusyBee.

Governing Law and Jurisdiction



All matters relating to the Platform and these Terms of Use and/or the Policies, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Platform shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Pennsylvania, in each case located in the County of Lancaster, Pennsylvania. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At BusyBee's sole discretion, it may require you to submit any disputes arising from these Terms of Use or use of the Platform, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Pennsylvania law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by BusyBee of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of BusyBee to assert



a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, our Privacy Policy, and Driver Disclosures and Requirements, and all other Policies, constitute the sole and entire agreement between you and Busy Bee Kid Shuttle LLC with respect to the Platform and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform.

Your Comments and Concerns

This Platform is operated by Busy Bee Kid Shuttle LLC, 118 Delp Road, Lancaster, PA 17601.

All other feedback, comments, requests for technical support and other communications relating to the Platform should be directed to: hello@busybee.co.