

## MEMBERSHIP AGREEMENT

This Membership Agreement (this “Agreement”) describes the terms and conditions applicable to your use of the services of STL Scooter Guy, LLC, a Missouri limited liability company (“STL ScooterGuy”). By clicking the “I Agree” button below and completing the registration process, you (the “Member”) are agreeing to be bound by the terms and conditions of membership as set forth in this Membership Agreement. STL ScooterGuy is sometimes referred to herein as “we” and Members are sometimes referred to as “you” or with “your” PLEASE READ THIS AGREEMENT CAREFULLY.

1. Eligibility for Membership. STL ScooterGuy is Members only service which provides private drivers to drive Members’ automobiles when a Member wishes to be driven home. We will not be driving you home on our scooters! In order to become a Member, you must first provide STL ScooterGuy with some information about yourself. STL ScooterGuy will also need to confirm with you the accuracy of that information and from time to time update such information as necessary. Members agree to keep STL ScooterGuy informed of any changes in their membership information. STL ScooterGuy warrants that such details will be strictly confidential - we will not be selling your information to anyone. STL ScooterGuy, in its sole discretion, may deny or limit a membership request or terminate a membership for any reason including but not limited to; inappropriate behavior or language used by a Member or a Member’s guest during a trip, obscene gestures or language used by a Member or one of Member’s guests traveling with Member, or anything that would cause a reasonable, sober individual to have concerns for their safety. In order to become a Member of STL ScooterGuy, the Member must not have any outstanding claims against their vehicle or road violations in effect which would result in the arrest of Member and or STL ScooterGuy driver using such vehicle. Please make sure that your vehicle is lawfully insured and safe to drive, and regarding other legal issues, here is the stuff our lawyer says you need to read.

2. Use of Services. STL ScooterGuy reserves the right to adjust, at any time, the fees for its services. Member understands that STL ScooterGuy’s services are available on a first come first serve basis and may not be available when a Member requires such service unless booked in advance. In addition, Member understands that on occasion, due to the nature of the service, it may take longer than anticipated for one of our drivers to get to your location. There may be occasions when a deviation from the original booking arrangements could occur due to unforeseen circumstances. In such cases, a Member agrees to hold STL ScooterGuy and its employees and agents harmless for any situation or circumstances that may arise as a result of any such delay. In other words, if we are late do not make the bad decision to drive home or anywhere else under the influence. Further, do not do anything that would create liability for yourself.

3. Membership. Member has joined STL ScooterGuy, a service which provides automobile drivers to individuals who cannot or do not want to drive their personal automobiles. STL ScooterGuy, in its sole discretion, agrees to provide the services of an automobile driver to Member upon the request of a Member. By using the services of STL ScooterGuy, Member represents and warrants that Member has read and understood the terms and conditions set forth herein and agrees to be bound by said terms and conditions. It is expressly understood by Member that Member shall not request nor shall Member be permitted to use the services of STL ScooterGuy without first, accepting the terms and conditions set forth in this Agreement and agreeing to be bound by said terms and conditions. Member understands and agrees that it shall be conclusively presumed from Member's use of the services provided by STL ScooterGuy that Member has read, understood and accepted the terms and conditions contained herein and agrees to be bound by said terms and conditions, regardless of whether Member has executed this Membership Agreement.

4. Payment. When you create a billing account, you enter your payment method. You must be authorized to use the payment method. You authorize us to charge you for the Service and for any paid feature of the Service for which you choose or use while this contract is in force using your payment method. We may charge you a different amount than what you approved. If it is a greater amount, we may tell you the amount and the date of the charge. If your purchase is a subscription, we may bill you for more than one of your prior billing periods together, although we will not bill you more than once in any billing period for each such subscription. Other purchases (such as a "ride") will be billed after the service is made. If we informed you that the Service will be provided indefinitely or automatically renewed, we may automatically renew your Service and charge you for any renewal term.

5. Member Insurance Requirements. Member understands that drivers provided by and through STL ScooterGuy will not drive any automobile that does not fully comply with all of the applicable laws of the State of Missouri, including but not limited to laws governing insurance, registration and safety equipment. Member warrants that by their request to have one of STL ScooterGuy drivers operate a vehicle in Member's possession and control, that said automobile is lawfully within Member's possession and control, and that said vehicle is in full compliance with all applicable laws of the State of Missouri, including but not limited to any law governing insurance, registration and safety equipment. Member further warrants that Member and/or the vehicle in Member's possession and control is covered by an automobile insurance policy for public liability which satisfies the minimum automobile insurance requirements of the State of Missouri and insures Member, the automobile in Member's possession and control and STL ScooterGuy driver. Member understands that in the event of an accident while being driven by one of STL ScooterGuy drivers, whether or not STL ScooterGuy driver is at

fault in such accident, Member's automobile insurance policy shall be the primary insurance policy for the satisfaction of any and all claims or damage. Member agrees to indemnify STL ScooterGuy and its agents, successors, licensees, assigns, affiliated companies, and their respective officers, directors, agents, and employees against any and all claims made against STL ScooterGuy and its agents, successors, licensees, assigns, affiliated companies, and their respective officers, directors, agents, and employees for any and all damages not paid for by Member's insurance coverage or insurer.

6. Assumption of Risk. Member is aware and acknowledges that the use of the services provided by STL ScooterGuy involves an inherent risk of injury, death, and property damage to Member and Member's guest and invitees. In addition to the inherent risks involved in the operation of an automobile in the possession and control of Member on public and private roadways, Member is aware of the risks of injury, death, and property damage that may result from, among other causes, the active or passive negligence of STL ScooterGuy and its and its agents, successors, licensees, assigns, affiliated companies, and their respective officers, directors, agents, and employees, including, without limitation, the risk of negligent instruction or supervision. Member voluntarily agrees to assume all risks of injury, death, and property damage to Member and any and all passengers of the automobile operated by STL ScooterGuy and Member waives any and all claims or actions that Member may have against STL ScooterGuy and its agents, successors, licensees, assigns, affiliated companies, and their respective officers, directors, agents, and employees

7. Release of Liability. Member releases STL ScooterGuy and its agents, successors, licensees, assigns, affiliated companies, and their respective officers, directors, agents, and employees (collectively, the "Released Parties") from all liability to Member and Member's principals, employees, agents, representatives, guardians, successors, assigns, heirs, children, and next of kin for all liability, claims, damage, or demands for personal injury, death, or property damage, arising from or related to this Agreement or to the services provided by Released Parties, regardless of where the injury, death, or property damage occurs. This release includes, without limitation, any personal injury, death, or property damage caused by the active or passive negligence of any of the Released Parties. **YOU EXPRESSLY UNDERSTAND AND AGREE THAT MEMBER BEARS SOLE RESPONSIBILITY FOR ANY LOSS. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL STL SCOOTERGUY'S LIABILITY UNDER THIS AGREEMENT, WHETHER ARISING FROM CONTRACT, WARRANTY, NEGLIGENCE, TORT OR OTHERWISE, EXCEED, IN THE AGGREGATE, THE AMOUNT OF THE MOST RECENT ONE YEAR'S FEES PAID BY MEMBER TO STL SCOOTERGUY FOR ITS SERVICES.**

8. Knowing and Voluntary Execution. Member acknowledges that Member has carefully read this agreement, understands its contents, and understands that this agreement includes an assumption of the risk of the Released Parties' negligence and a

release of their liability. Member further acknowledges that STL ScooterGuy is materially relying on this waiver in its decision to allow Member to utilize the services of STL ScooterGuy.

9. Indemnification by Member. Member agrees to indemnify, defend and hold harmless STL ScooterGuy and its agents, successors, licensees, assigns, affiliated companies, and their respective officers, directors, agents, and employees from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses, including without limitation reasonable attorneys' fees (collectively, "Claims") relating to or arising out of or in connection with: (i) any and all services provided to Member by STL ScooterGuy and its agents, successors, licensees, assigns, affiliated companies, and their respective officers, directors, agents, and employees; (ii) the breach of any of the representations and warranties of Member contained in this Agreement; and (iii) the breach of any covenant or agreement of Member under the terms of this Agreement. The indemnification provision set forth in this paragraph applies to the acts, If Member shall fail to promptly indemnify the applicable party after written notice from STL ScooterGuy, STL ScooterGuy shall have the right to adjust, settle, litigate and take any other action STL ScooterGuy deems necessary or desirable for the disposition of any such Claim, as determined by STL ScooterGuy in its reasonable judgment. In any such event, Member shall reimburse STL ScooterGuy on demand for all amounts paid or incurred by STL ScooterGuy as a result thereof.

10. Time for Claim. Notwithstanding any statute to the contrary, any claim arising from or relating to this Agreement (whether in contract, tort, or both) shall be brought within twelve (12) months after it arises

11. BINDING ARBITRATION. Any dispute between any of the parties hereto or claim by a party against another party arising out of or in relation to this Agreement or in relation to any alleged breach thereof shall be finally determined by arbitration in accordance with the rules then in force of the American Arbitration Association. The arbitration proceedings shall take place in St. Louis, Missouri or such other location as the parties in dispute hereafter may agree upon; and such proceedings shall be governed by the laws of the State of Missouri as such laws are applied to agreements between residents of such State entered into and to be performed entirely within such State. There shall be one arbitrator, as shall be agreed upon by the parties in dispute, who shall be an individual skilled in the legal and business aspects of the subject matter of this Agreement and of the dispute. In the absence of such agreement, each party in dispute shall select one arbitrator and the arbitrators so selected shall select a third arbitrator. In the event the arbitrators cannot agree upon the selection of a third arbitrator, such third arbitrator shall be appointed by the American Arbitration Association at the request of any of the parties in dispute. The arbitrators shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement and of the dispute. The decision rendered by the

arbitrator or arbitrators shall be accompanied by a written opinion in support thereof. Such decision shall be final and binding upon the parties in dispute without right of appeal. Judgment upon any such decision may be entered into in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the decision and an order of enforcement. Costs of the arbitration shall be assessed by the arbitrator or arbitrators against any or all of the parties in dispute, and shall be paid promptly by the party or parties so assessed.

12. Mediation. Before invoking the binding arbitration mechanism set forth in Section 10 of this Agreement, the parties shall first participate in mediation of any dispute arising under this Agreement. The mediator shall be a retired judge or commissioner or an attorney with at least 5 years of relevant experience relating to the subject matter of the controversy. The mediation shall take place in St. Louis, Missouri, at such time and place as Member and STL ScooterGuy shall mutually agree. The cost of mediation shall be borne by the parties equally. At least 30 days before the date of the mediation, each side shall provide the mediator with a statement of its position and copies of all supporting documents. Each party shall send to the mediation a person who has authority to bind the party. If a subsequent dispute will involve third parties, such as insurers or subcontractors, they shall also be asked to participate in the mediation. If a party has participated in the mediation and is dissatisfied with the outcome, that party may invoke the binding arbitration provision set for in Section 10 of this Agreement.

13. Amendments. STL ScooterGuy may amend the terms and conditions of this Agreement at any time by posting the amended terms and conditions on this web site, in which case, such amended terms and conditions shall take effect with respect to existing Members ten (10) days following such posting. Alternatively, STL ScooterGuy may e-mail all Members a notice of amended terms and conditions, in which case, such amended terms and conditions shall be effective on the date indicated in such notice.

14. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

15. Assignment. This Agreement and the rights and obligations hereunder shall not be assignable or transferable by Member without the prior written consent of STL ScooterGuy, which consent may be withheld in STL ScooterGuy absolute discretion.

16. Unenforceable Provisions. If any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of the Agreement, and to the extent permitted by applicable laws, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable.

17. Governing Law. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Missouri applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

18. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between Member and STL ScooterGuy and supercedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement, nor is any party relying on, any representations or warranties outside those expressly set forth in this Agreement.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH  
MAY BE ENFORCED BY THE PARTIES**