**Affiliate/Driver Terms and Conditions**

The terms and conditions stated herein (collectively, the "Agreement") constitute a legal agreement between you and RideFlex Marketing Group, LLC; DBA “Roadrunner Limousine”, an Arizona Limited Liability Company (the "Company"). In order to use the Service you must agree to the terms and conditions that are set out below. By using or receiving any services supplied to you by the Company (collectively, the "Service"), you hereby expressly acknowledge and agree to be bound by the terms and conditions of the Agreement, and any future amendments and additions to this Agreement as published from time to time at http://www.roadrunnerglobal.com/partners/terms or through the Service.

The Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

THE COMPANY IS NOT A TRANSPORTATION CARRIER. THE COMPANY OFFERS INFORMATION AND A METHOD TO CONNECT DRIVERS AND PARTIES SEEKING TRANSPORTATION SERVICES, BUT DOES NOT AND DOES NOT INTEND TO PROVIDE TRANSPORTATION SERVICES OR ACT IN ANY WAY AS A TRANSPORTATION CARRIER, AND HAS NO RESPONSIBILITY OR LIABILITY FOR ANY TRANSPORTATION SERVICES PROVIDED BY YOU TO THIRD PARTIES.

**Representations and Warranties**

By using the Services, you expressly represent and warrant that you are legally entitled to enter this Agreement. Your participation in using the Service is for your sole, personal use. You may not authorize others to use your user status, and you may not assign or otherwise transfer your account to any other person or entity. When using the Service you agree to comply with all applicable laws from the country, state, and city in which you are present while using the Service.

By using the Service, you represent, warrant and agree that:

* You or your assigned drivers possess a valid driver's license and are authorized to operate a motor vehicle and have all the appropriate licenses, approvals and authority to provide transportation for hire to third parties in all jurisdictions in which you use the Service.
* You or your assigned drivers own, or have the legal right to operate, the vehicle which you intend to use when accepting passengers and such vehicle is in good operating condition and meets the industry safety standards for a vehicle of its kind.
* You or your assigned drivers have a valid policy of liability insurance (in industry-standard coverage amounts) for the operation of your motor vehicle/passenger vehicle and/or business insurance to cover any anticipated losses related to the operation of a taxi/passenger delivery service.
* You or your assigned drivers will be solely responsible for any and all liability which results or is alleged as a result of the operation of your motor vehicle/passenger vehicle and/or taxi/passenger delivery service, including, but not limited to personal injuries, death and property damages.
* You or your assigned drivers will obey all local laws related to the operation of a taxi/passenger delivery service and will be solely responsible for any violations of such local laws.
* You or your assigned drivers will only use the Service for your own use and will not resell it to a third party.
* You or your assigned drivers will provide us with whatever proof of identity we my reasonably request.

**Intellectual Property Ownership**

The Company alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, or any intellectual property rights owned by the Company. The Company name, the Company logo, and the product names associated with the Service are trademarks of the Company or third parties, and no right or license is granted to use them.

**Indemnification**

By entering into this Agreement and using the Service, you agree that you shall defend, indemnify and hold the Company, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of this Agreement or any applicable law or regulation, including any local laws or ordinances, whether or not referenced herein; (b) your violation of any rights of any third party, including, but not limited to passengers of your vehicle, other motorists, and pedestrians, as a result of your own interaction with any third party (c) your use (or misuse) of the Service; and (d) your ownership, use or operation of a motor vehicle or passenger vehicle, including your carriage of passengers who have procured your transportation services via the Service. Disclaimer of Warranties

THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE SERVICE WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE COMPANY. THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES, PRODUCTS OR GOODS OBTAINED BY THIRD PARTIES THROUGH THE USE OF THE SERVICE. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICE, AND ANY THIRD PARTY SERVICES OR PRODUCTS REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**Limitation of Liability**

IN NO EVENT SHALL THE COMPANY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). THE COMPANY AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY YOU, INCLUDING BY NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY SERVICE PROVIDER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED BY THE SERVICE, EVEN IF THE COMPANY AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The Company may introduce you to third parties for the purposes of you providing transportation to them for a fee. We make no guarantees, warranties, or representations as to the actions or conduct of such third parties. The Company will not intervene in any disputes between you and such third parties. We cannot and will not play any role in managing payments between you and such third party parties. Responsibility for the decisions you make regarding transportation services offered via the Service (with all its implications) rests solely with you. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through the Service.

The transportation services that you provide, which is scheduled through the Service, is fully and entirely your responsibility. The Company does not screen or otherwise evaluate potential riders/users of your transportation services. You understand, therefore, that by using the Service, you may be introduced to third parties that may be potentially dangerous, and that you use the Service at your own risk.

WE WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY SUCH THIRD PARTIES AND YOU EXPRESSLY WAIVE AND RELEASE THE COMPANY FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE SERVICE, OR IN ANY WAY RELATED TO THE THIRD PARTIES INTRODUCED TO YOU BY THE SERVICE.

**Notice**

The Company may give notice by means of a general notice on the Service; electronic mail to your email address on record in the Company's account information, or by written communication sent by first class mail or pre-paid post to your address on record in the Company's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to the Company (such notice shall be deemed given when received by the Company) at any time by any of the following: letter sent by confirmed facsimile to the Company at the following fax numbers: (866) 860-0109; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to the Company at the following addresses: Roadrunner Limousine, 14747 N. Northsight Blvd, Scottsdale, AZ 85260 addressed to the attention of: Chief Executive Officer.

**Assignment**

This Agreement may not be assigned by you without the prior written approval of the Company but may be assigned without your consent by the Company to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

**General**

This Agreement shall be governed by Arizona law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in the county of Maricopa, Arizona. No joint venture, partnership, employment, or agency relationship exists between you, the Company or any third party provider as a result of this Agreement or use of the Service. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of the Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in writing. This Agreement comprises the entire agreement between you and the Company and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.