

User Agreement

Effective 03.20.2020

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PLEASE READ THE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS AND A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.

This User Agreement (this “**Agreement**”) is a contract between you (“**you**” or “**User**”) QWQER Services LLC (“**QWQER**,” “**we**,” or “**us**”). You must read, agree to, and accept all of the terms and conditions contained in this Agreement to be a User of our website located at www.QWQER.com or any part of the rest of the Site (defined in the [Site Terms of Use](#)) or the Site Services (defined in the [Site Terms of Use](#)).

This Agreement includes and hereby incorporates by reference the following important agreements, as they may be in effect and modified from time to time [Site Terms of Use](#); [Fee and ACH Authorization Agreement](#); [Cookie Policy](#); [Privacy Policy](#); [Driver’s License, Record Verification and Rules & Regulations Attestations](#) and [Driver Rules and Regulations Consent Form](#), [Proprietary Rights Infringement Reporting Procedures](#); and the [Stripe Payment Instructions](#) as applicable to any Service Contract you enter into with another User, specifically the [Mileage Payment Agreement with Stripe Instructions](#). These agreements are collectively, with this Agreement, called the “**Terms of Service**”.

Subject to the conditions set forth herein, QWQER may, in its sole discretion, amend this Agreement and the other Terms of Service at any time by posting a revised version on the Site. QWQER will provide reasonable advance notice of any amendment that includes a [Substantial Change](#) (defined below), by posting the updated Terms of Service on the Site, providing notice on the Site, and/or sending you notice by email. If the Substantial Change includes an increase to Fees charged by QWQER, QWQER will provide at least 30 days’ advance notice of the change, but may not provide any advance notice for changes resulting in a reduction in Fees or any temporary or promotional Fee change. Any revisions to the Terms of Service will take effect on the noted effective date (each, as applicable, the “**Effective Date**”).

YOU UNDERSTAND THAT BY USING THE SITE OR SITE SERVICES AFTER THE EFFECTIVE DATE, YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION PROVISION IN SECTION 14 OF THIS AGREEMENT (SUBJECT TO YOUR RIGHT TO OPT OUT OF THE ARBITRATION PROVISION AS PROVIDED IN SECTION 14). IF YOU DO NOT ACCEPT THE TERMS OF SERVICE IN ITS ENTIRETY, YOU MUST NOT ACCESS OR USE THE SITE OR THE SITE SERVICES AFTER THE EFFECTIVE DATE EXCEPT AS PERMITTED BY THE SITE TERMS OF USE.

IF YOU AGREE TO THE TERMS OF SERVICE ON BEHALF OF AN ENTITY OR AGENCY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY OR AGENCY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY OR AGENCY TO THE TERMS OF SERVICE AND AGREE THAT YOU ARE BINDING BOTH YOU AND THAT ENTITY OR AGENCY TO THE TERMS OF SERVICE. IN THAT EVENT, “YOU” AND “YOUR” WILL REFER AND APPLY TO YOU AND THAT ENTITY OR AGENCY.

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1. QWQER ACCOUNTS

Section 1 discusses what you must agree to before using the Site or Site Services and the different types of accounts that can be created on the Site, as detailed below.

1.1 REGISTRATION AND ACCEPTANCE

By registering for an account to use the Site or Site Services (an “**Account**”), by using the Site or Site Services after the Effective Date if you had an Account on the Effective Date, or by clicking to accept the Terms of Service when prompted on the Site, you agree to abide by this Agreement and the other Terms of Service.

To access and use certain portions of the Site and the Site Services, you must register for an Account. Subject to the [Site Terms of Use](#), certain portions of the Site are available to Site Visitors, including those portions before your Account registration is accepted. QWQER reserves the right to decline a registration to join QWQER or to add an Account type as a Customer or Driver, for any lawful reason, including supply and demand, cost to maintain data, or other business considerations.

If you create an Account as an employee or agent on behalf of a company, you represent and warrant that you are authorized to enter into binding contracts, including the Terms of Service, on behalf of yourself and the company.

1.2 ACCOUNT ELIGIBILITY

QWQER offers the Site and Site Services for your business purposes only and not for personal, household, or consumer use. To register for an Account or use the Site and Site Services, you must, and hereby represent that you (a) have or are an employee or agent of and authorized to act for an independent business (whether it be as a self-employed individual/sole proprietor or as a corporation, limited liability company, or other entity); (b) will use the Site and Site Services for business purposes only; (c) will comply with any licensing, registration, or other requirements with respect to your business, or the business for which you are acting, and the provision of Freelance Services; and (d) a legal entity or an individual 18 years or older (or have otherwise reached the age of majority in the jurisdiction in which you conduct business) who can form legally binding contracts.

1.3 ACCOUNT PROFILE

To register for an Account to join the Site, you must complete a User profile (“**Profile**”), which you consent to be shown to other Users and, unless you change your privacy settings, the public. You agree to provide true, accurate, and complete information on your Profile and all registration and other forms you access on the Site or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide any false or misleading information about your identity or location, your business, your skills, or the services your business provides and to correct any such information that is or becomes false or misleading.

1.4 ACCOUNT TYPES

As described in this Section, there are two different Account types. Once you register for one Account type, you can add the other Account types under the same username and password. For example, if you already have a Driver Account (defined below), you can add a Customer Account as a separate account type in settings without re-registering. You agree not to have or register for more than one Account without express written permission from us. We reserve the right to revoke the privileges of the Account or access to or use of the Site or Site Services, and those of any and all linked Accounts without warning if, in our sole discretion, false or misleading information has been provided in creating, marketing, or maintaining your Profile or Account.

1.4.A. CUSTOMER ACCOUNT

You can register for an Account or add an Account type to use the Site and Site Services as a Customer (a “**Customer Account**”). Each User under a Customer Account (“**Team Member**”) can be given different permissions to act on behalf of the Customer Account. Any user using the Site, Site Services, including Direct Contract Services, for the purpose of searching for or using Driver Services is a “**Customer**” for purposes of the Terms of Service.

1.4.B. DRIVER ACCOUNT

You can register for an Account or add an Account type to use the Site and Site Services as a Driver (a “**Driver Account**”). All Driver Account applicants will be required to complete the [Driver's License and](#)

[Record Verification](#) and [Driver Rules and Regulations Consent Form](#) before we will authorize your account. We reserve right to reject any applicant who does not meet our standards with respect to driver safety and compliance.

Each Driver agrees that the Driver user is solely responsible and assumes all liability for work performed on behalf of the Customers the Driver user delivers services to. Each driver must strictly comply with the [Driver Rules and Regulations](#). You agree that we have the unabridged right to terminate any Driver Account upon discovery of a Driver's failure to comply with any policy contained in the [Driver Rules and Regulations](#) or under the Terms of Service.

1.5 ACCOUNT PERMISSIONS

You agree not to request or allow another person to create an Account on your behalf, for your use, or for your benefit, except that an authorized employee or agent may create an Account on behalf of your business. By granting other Users permissions under your Account, you represent and warrant that (a) the User is authorized to act on your behalf, (b) you are financially responsible for the User's actions taken in accordance with those permissions, including, if applicable, entering into binding contracts on behalf of the owner of the Account, and (c) you are fully responsible and liable for any action of any User to whom you have provided any permissions and any other person who uses the Account, including making payments and entering into Service Contracts and the Terms of Service. If any such User violates the Terms of Service, it may affect your ability to use the Site. Upon closure of an Account, QWQER may close any or all related Accounts.

1.6 IDENTITY AND LOCATION VERIFICATION

When you register for an Account and from time to time thereafter, your Account will be subject to verification, including, but not limited to, validation against third-party databases or the verification of one or more official government or legal documents that confirm your identity, your location, and your ability to act on behalf of your business on QWQER. You authorize QWQER, directly or through third parties, to make any inquiries necessary to validate your identity, your location, and confirm your ownership of your email address or financial accounts, subject to applicable law. When requested, you must timely provide us with complete information about yourself and your business, which includes, but is not limited to, providing official government or legal documents.

1.7 USERNAMES AND PASSWORDS

When you register for an Account, you will be asked to choose a username and password for the Account. You are entirely responsible for safeguarding and maintaining the confidentiality of your username and password and agree not to share your username or password with any person who is not authorized to use your Account. You authorize QWQER to assume that any person using the Site with your username and password, either is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account or any unauthorized access to the password for any Account. You further agree not to use the Account or log in with the username and password of another User of the Site if (a) you are not authorized to use either or (b) the use would violate the Terms of Service.

2. PURPOSE OF QWQER

Section 2 discusses what QWQER does and does not do when providing the Site and Site Services and some of your responsibilities when using the Site to find or enter into a Service Contract with a Driver or Customer, as detailed below.

The Site is a marketplace where Customers can locate, connect with and contract Drivers for courier and related services. Subject to the [Terms of Service](#), QWQER provides the Site Services to Users, including hosting and maintaining the Site, facilitating the formation of Service Contracts, and assisting Users in resolving disputes which may arise in connection with those Service Contracts. When a User enters a Service Contract, the User uses the Site to invoice and pay any amounts owed under the Service Contract.

2.1 RELATIONSHIP WITH QWQER

QWQER merely makes the Site and Site Services available to enable Drivers and Customers to find and transact directly with each other. QWQER does not introduce Drivers to Customers, find Customers for Drivers, or find Drivers for Customers. Through the Site and Site Services, Drivers may be notified of Customers that may be seeking the services they offer, and Customers may be notified of Drivers that may offer the services they seek; at all times, however, Users are responsible for evaluating and determining the suitability of any Delivery, Customer or Driver on their own. If Users decide to enter into a Service Contract, the Service Contract is directly between the Users and QWQER is not a party to that Service Contract.

You acknowledge, agree, and understand that QWQER is not a party to the relationship or any dealings between Customer and Driver. Without limitation, Users are solely responsible for (a) ensuring the accuracy and legality of any Delivery, (b) determining the suitability of other Users for a Service Contract (such as any driver suitability and proficiency, vehicle standards, vetting, background checks, or similar actions), (c) negotiating, agreeing to, and executing any terms or conditions of Service Contracts, (d) performing Driver Services, or (e) paying for Service Contracts or Driver Services. You further acknowledge, agree, and understand that you are solely responsible for assessing whether to enter into a Service Contract with another User and for verifying any information about another User, including [Composite Information](#) (defined below). QWQER does not make any representations about or guarantee the truth or accuracy of any Driver's or Customer's listings or other User Content on the Site; does not verify any feedback or information provided by Users about Drivers or Customers; and does not vet or otherwise perform background checks on Drivers or Customers except with respect to the Driver's license and registration, which they are obligated to disclose and update periodically, pursuant to the [Drivers Rules and Regulations](#). You acknowledge, agree, and understand that QWQER does not, in any way, supervise, direct, control, or evaluate Drivers or their work and is not responsible for any Delivery, Delivery terms or performance with respect to any Delivery. QWQER makes no representations about and does not guarantee, and you agree not to hold QWQER responsible for, the quality, safety, or legality of Driver Services; the qualifications, background, or identities of Users; the ability of Drivers to deliver Driver Services; the ability of Customers to pay for Driver Services; User Content, statements or posts made by Users; or the ability or willingness of a Customer or Driver to actually complete a transaction.

You also acknowledge, agree, and understand that Drivers are solely responsible for determining, and have the sole right to determine, which Deliveries to accept; the time, place, manner, and means of providing any Driver Services; the type of services they provide; and the price they charge for their services or how that pricing is determined or set. You further acknowledge, agree, and understand that: (i) you are not an employee of QWQER, and you are not eligible for any of the rights or benefits of employment (including unemployment and/or workers compensation insurance); (ii) QWQER will not have any liability or obligations under or related to Service Contracts and/or Driver Services for any acts or omissions by you or other Users; (iii) QWQER does not, in any way, supervise, direct, or control any Driver or Driver Services; does not impose quality standards or a deadline for completion of any Driver Services; and does not dictate the performance, methods or process Driver uses to perform services; (iv)

Driver is free to determine when and if to perform Driver Services, including the days worked and time periods of work, and QWQER does not set or have any control over Driver's pricing, work hours, work schedules, or work location, nor is QWQER involved in any other way in determining the nature and amount of any compensation that may be charged by or paid to Driver for a Delivery; (v) Driver will be paid at such times and amounts as agreed with a Customer in a given Service Contract, and QWQER does not, in any way, provide or guarantee Driver a regular salary or any minimum, regular payment; (vi) QWQER does not provide Drivers with training or any equipment, labor, tools, or materials related to any Service Contract; and (vii) QWQER does not provide the vehicles in which Drivers will utilize to perform the Deliveries. Drivers are free to use subcontractors or employees to perform Driver Services and may delegate work on mileage-based contracts or by agreeing with their Customers to have mileage-based contracts for Driver's subcontractor(s) or employee(s). If a Driver uses subcontractors or employees, Driver further agrees and acknowledges that this paragraph applies to QWQER's relationship, if any, with Driver's subcontractors and employees as well and Driver is solely responsible for Driver's subcontractors and employees.

Nothing in this Agreement is intended to prohibit or discourage (nor should be construed as prohibiting or discouraging) any User from engaging in any other business activities or providing any services through any other channels they choose, provided, if applicable, Users comply with the Opt Out provisions described in Section 7. Users are free at all times to engage in such other business activities and services and are encouraged to do so.

2.2 TAXES AND BENEFITS

Driver acknowledges and agrees that Driver is solely responsible (a) for all tax liability associated with payments received from Driver's Customers and through QWQER, and that QWQER will not withhold any taxes from payments to Driver; (b) to obtain any liability, health, workers' compensation, disability, unemployment, or other insurance needed, desired, or required by law, and that Driver is not covered by or eligible for any insurance from QWQER; (c) for determining whether Driver is required by applicable law to issue any particular invoices for the Driver Fees and for issuing any invoices so required; (d) for determining whether Driver is required by applicable law to remit to the appropriate authorities any value added tax or any other taxes or similar charges applicable to the Driver Fees and remitting any such taxes or charges to the appropriate authorities, as appropriate; and (e) if outside of the United States, for determining if QWQER is required by applicable law to withhold any amount of the Driver Fees and for notifying QWQER of any such requirement and indemnifying QWQER for any requirement to pay any withholding amount to the appropriate authorities (including penalties and interest). In the event of an audit of QWQER, Driver agrees to promptly cooperate with QWQER and provide copies of Driver's tax returns and other documents as may be reasonably requested for purposes of such audit, including but not limited to records showing Driver is engaging in an independent business as represented to QWQER.

2.3 MARKETPLACE FEEDBACK AND USER CONTENT

You hereby acknowledge and agree that Users publish and request QWQER to publish on their behalf information on the Site about the User, such as feedback, composite feedback, geographical location, or verification of identity or credentials. However, such information is based solely on unverified data that Drivers or Customers voluntarily submit to QWQER and does not constitute and will not be construed as an introduction, endorsement, or recommendation by QWQER; QWQER provides such information solely for the convenience of Users.

You acknowledge and agree that User feedback benefits the marketplace, all Users, and the efficiency of the Site and you specifically request that QWQER post composite or compiled feedback about Users,

including yourself, on User Profiles and elsewhere on the Site. You acknowledge and agree that feedback results for you, including your Delivery Success Score, wherever referenced, and other User Content highlighted by QWQER on the Site or otherwise (“**Composite Information**”), if any, will include User comments, User ratings, indicators of User satisfaction, and other feedback left exclusively by other Users. You further acknowledge and agree that QWQER will make Composite Information available to other Users, including composite or compiled feedback. QWQER provides its feedback system as a means through which Users can share their opinions of other Users publicly, and QWQER does not monitor, influence, contribute to or censor these opinions. You acknowledge and agree that posted composite or compiled feedback and any other Composite Information relates only to the business advertised in the Profile and not to any individual person. You agree not to use the Composite Information to make any employment, credit, credit valuation, underwriting, or other similar decision about any other User.

QWQER does not generally investigate any remarks posted by Users or other User Content for accuracy or reliability and does not guarantee that User Content is accurate. You are solely responsible for your User Content, including the accuracy of any User Content, and are solely responsible for any legal action that may be instituted by other Users or third parties as a result of or in connection with your User Content if such User Content is legally actionable or defamatory. QWQER is not legally responsible for any feedback or comments posted or made available on the Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable. In order to protect the integrity of the feedback system and protect Users from abuse, QWQER reserves the right (but is under no obligation) to remove posted feedback or information that, in QWQER’s sole judgment, violates the Terms of Service or negatively affects our marketplace, diminishes the integrity of the feedback system or otherwise is inconsistent with the business interests of QWQER. You acknowledge and agree that you will notify QWQER of any error or inaccurate statement in your feedback results, including the Composite Information, and that if you do not do so, QWQER may rely on the accuracy of such information.

3. CONTRACTUAL RELATIONSHIP BETWEEN CUSTOMER AND DRIVER

Section 3 discusses the relationship you may decide to enter into with another User, including Service Contracts between Users, as detailed below.

3.1 SERVICE CONTRACTS

If a Customer and Driver decide to enter into a Service Contract, the Service Contract is a contractual relationship directly between the Customer and Driver. Customer and Driver have complete discretion both with regard to whether to enter into a Service Contract with each other and with regard to the terms of any Service Contract. You acknowledge, agree, and understand that QWQER is not a party to any Service Contract, that the formation of a Service Contract between Users will not, under any circumstance, create an employment or other service relationship between QWQER and any Driver or a partnership or joint venture between QWQER and any User.

With respect to any Service Contract, Customers and Drivers may enter into any written agreements that they deem appropriate (e.g., confidentiality agreements, assignment of rights, etc.) provided that any such agreements do not conflict with, narrow, or expand QWQER’s rights and obligations under the Terms of Service, including this Agreement and the applicable [Stripe Payment Instructions](#). The parties

to a Service Contract can, if the parties prefer, agree to the [Optional Service Contract Terms](#) in whole or in part, in addition to or instead of other such agreements.

The [Optional Service Contract Terms](#) are provided as a sample only and may not be appropriate for all jurisdictions or all contracts. Users are responsible for complying with any local requirements. QWQER does not assume any responsibility for any consequence of using the [Optional Service Contract Terms](#). The [Optional Service Contract Terms](#) are not intended to and do not (a) constitute legal advice, (b) create an attorney-Customer relationship, or (c) constitute advertising or a solicitation of any type. Each situation is highly fact-specific and requirements vary by situation and jurisdiction and therefore any party should seek legal advice from a licensed attorney in the relevant jurisdictions. QWQER expressly disclaims any and all liability with respect to actions or omissions based on the [Optional Service Contract Terms](#).

Please refer to the [QWQER Payroll Agreement](#) for Service Contracts using QWQER Payroll.

3.2 DISPUTES AMONG USERS

For disputes arising between Customers and Drivers, you agree to abide by the dispute process that is explained in the [Stripe Payment Instructions](#) that apply to your particular Service Contract. If the dispute process does not resolve your dispute, you may pursue your dispute independently, but you acknowledge and agree that QWQER will not and is not obligated to provide any dispute assistance beyond what is provided in the Stripe Payment Instructions.

If Driver or Customer intends to obtain an order from any arbitrator or any court that might direct QWQER, Stripe, Inc. (“Stripe”), or our Affiliates to take or refrain from taking any action with respect to a Stripe Payment Account, that party will (a) give us at least five business days’ prior notice of the hearing; (b) include in any such order a provision that, as a precondition to obligation affecting QWQER or Stripe, we be paid in full for any amounts to which we would otherwise be entitled; and (c) be paid for the reasonable value of the services to be rendered pursuant to such order.

3.3 CONFIDENTIAL INFORMATION

Users may agree to any terms they deem appropriate with respect to confidentiality, including those set forth in the [Optional Service Contract Terms](#). If and to the extent that the Users do not articulate any different agreement, then they agree that this Section 3.3 (Confidentiality) applies.

To the extent a User provides Confidential Information to the other, the recipient will protect the secrecy of the discloser’s Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than due care. On a User’s written request, the party that received Confidential Information will promptly destroy or return the disclosing party’s Confidential Information and any copies thereof contained in or on its premises, systems, or any other equipment otherwise under its control.

3.4 THIRD-PARTY BENEFICIARIES

It is the intent of the Parties to this Agreement that Users who have entered into Service Contracts or disclosed or received Confidential Information to another User are third-party beneficiaries of this Agreement with respect to this Section 3 only.

4. WORKER CLASSIFICATION AND QWQER PAYROLL

Section 4 discusses what you agree to concerning whether a Driver is an employee or independent contractor and when you agree to use QWQER Payroll, as detailed below.

4.1 WORKER CLASSIFICATION

Nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, franchisor/franchisee or employer-employee relationship between QWQER and a User.

Customer is solely responsible for and has complete discretion with regard to selection of any Driver for any Delivery. Customer is solely responsible, warrants its decisions regarding classification are correct, and assumes all liability, for determining whether Drivers should be engaged as independent contractors or employees of Customer and engaging them accordingly; QWQER will have no input into, or involvement in, worker classification as between Customer and Driver and Users agree that QWQER has no involvement in and will have no liability arising from or relating to the classification of a Driver generally or with regard to a particular Delivery.

4.2 Driver Employment

In the event the services Customer receives from a Driver under terms and conditions would give rise to an employment relationship, upon happening of such an event Customer agrees to engage a third-party staffing vendor (the “**Staffing Provider**”), for compliance with all relevant state and federal labor and employment laws and regulations. Customer shall be exclusively responsible for all responsibilities owed to Drivers based on such an employer-employee relationship.

Driver, acknowledges, understands, and agrees that QWQER will have no control over, or involvement in determining or influencing, the terms and conditions of any employment relationship that may arise between Driver and Staffing Provider and/or Customer, including the selection of an employee, pay rate, work hours, employment dates and working conditions. Driver will not have any contract on the QWQER Site or contact with QWQER regarding such employment terms.

5. QWQER FEES

Section 5 describes what fees you agree to pay to QWQER in exchange for QWQER providing the Site and Site Services to you and what taxes QWQER may collect, as detailed below.

5.1 SERVICE FEES FOR DRIVERS

Drivers pay QWQER a Service Fee (as defined in this Section 5.1) for the use of the Site Services. QWQER charges service fees to Drivers, as set forth in the [Fee and ACH Authorization Agreement](#) and the [Direct Contract Terms](#), for using the Site’s communication, invoicing, reporting, dispute resolution and payment services, including facilitating arbitration services and Mileage-Based Payment Protection, as described in the applicable Stripe Payment Instructions (the “**Service Fees**”). The Service Fees (to use the Site Services) are paid solely by Driver. When a Customer pays a Driver for a Delivery or when funds related to a Delivery are otherwise released to a Driver as required by the applicable Stripe Payment Instructions (See Section 6.1), Stripe will credit the Driver for the full amount paid or released, and then subtract and disburse to QWQER the Service Fee plus all applicable Stripe

fees, as provided in the [Stripe Services Agreement](#). Driver hereby irrevocably authorizes and instructs Stripe to deduct the Service Fee from the Driver's fee and pay QWQER on Driver's behalf.

5.2 (omitted)

5.3 DISBURSEMENT FEES

Drivers may pay QWQER a disbursement fee for remitting payments to their preferred payment method ("**Disbursement Fee**"). The Disbursement Fee is paid to QWQER in consideration of costs incurred and administration of disbursements via the disbursement method requested by Driver and varies by disbursement method. The Disbursement Fee for each disbursement method is listed at under [Fees and Schedules](#) on the Site as revised from time to time.

Additional activation, maintenance, and account fees may be charged by the disbursement method requested by Driver.

5.4 CUSTOMER FEES

Customers pay QWQER a fee for payment processing and administration related to the Driver Fees they pay to Drivers they engage through the Site, as described in the [Fee and ACH Authorization Agreement](#). Customers do not pay fees if they use the Site solely for Direct Contracts.

5.5 VAT AND OTHER TAXES

QWQER may be required by applicable law to collect taxes or levies including, without limitation, withholding income tax or VAT (while some countries may refer to VAT using other terms, e.g. GST, we'll just refer to VAT, GST and any local sales taxes collectively as "**VAT**") in the jurisdiction of the Driver (the "**Taxes**"). In such instances, any amounts QWQER is required to collect or withhold for the payment of any such Taxes shall be collected in addition to the fees owed to QWQER under the Terms of Service.

5.6 NO FEE FOR INTRODUCING OR FOR FINDING DELIVERIES

QWQER does not introduce Customers to Drivers and does not help Drivers secure Deliveries. QWQER merely makes the Site and Site Services available to enable Drivers to do so themselves and may from time to time highlight Deliveries that may be of interest. Therefore, QWQER does not charge a fee when a Driver finds a suitable Customer or finds a Delivery. In addition, QWQER does not charge any fee or dues for posting public feedback and composite or compiled feedback, including Composite Information.

6. PAYMENT TERMS AND STRIPE SERVICES

Section 6 discusses your agreement to pay Driver Service Fees on Service Contracts, and describes how Stripe Services works, what happens if a Customer doesn't pay, and related topics, as detailed below.

6.1 STRIPE SERVICES

Stripe, Inc. provides payment processing services to Users to deliver, hold, and/or receive payment for a Delivery, and to pay fees to QWQER ("**Stripe Services**"). Stripe is an independent corporation with no affiliations to QWQER other than as service provider to us for payment processing, as identified in this

User Agreement and elsewhere throughout the Site. Stripe Services are intended for business use, and you agree to use Stripe Services only for business purposes and not for consumer, personal, family, or household purposes.

6.1.A. PAYMENT AGREEMENTS AND STRIPE PAYMENT INSTRUCTIONS

Stripe will use and release funds deposited by a Customer for Delivery payments only in accordance with this Agreement and the applicable [Stripe Payment Instructions](#). You acknowledge and agree that Stripe acts merely as a payment processor. Stripe has fully delivered the payment processing services to you if Stripe provides the payment processing services described in this Agreement and the applicable [Stripe Payment Instructions](#). Stripe is only obligated to perform those duties expressly described in this Agreement and any applicable [Stripe Payment Instructions](#). If you authorize or instruct Stripe to release or make a payment of funds from a bank or depository account associated with you, Stripe may release or pay those funds as instructed in reliance on your authorization, this Agreement, and the applicable [Stripe Payment Instructions](#).

Mileage-based Deliveries. All Deliveries shall be paid as determined by the Service Contract. QWQER provides recommended rates based on mileage required for the Delivery in our [Rate Schedule](#), however these rates are recommended rates only and neither user nor Driver shall be obligated to contract on terms according to the rate schedule, but may do so if agreed upon between the parties in the Service Contract. Each user utilizing mileage-based compensation agrees to be bound by, and Stripe will follow, the Mileage-based Payment Instructions.

For all Deliveries and associated Service Contracts, Users agree that they will be bound by, and Stripe will follow, the [Stripe Payment Instructions](#).

6.1.B. STRIPE PAYMENT PROCESSING

STRIPE will process payments from Users to Drivers only in accordance with this Agreement and the applicable [Stripe Payment Instructions](#).

You hereby authorize and instruct us and Stripe to act as payment processing agent in connection with the payment, holding, and receipt of funds for each Delivery and other specified purposes in accordance with the Terms of Service and the applicable [Stripe Payment Instructions](#). Customer and Driver may access current information regarding the status of a pending Stripe Payment on the Site.

6.1.C. DRIVER APPOINTMENT OF STRIPE AND SUBSIDIARIES AS AGENT

If you are a Driver and you request payment related to a Mileage-Based Service Contract, you hereby appoint Stripe and its wholly-owned subsidiaries, as your agent to obtain funds on your behalf and credit them to your designated account as applicable. Because Stripe is Driver's agent, Driver must, and hereby does, fully discharge and credit Driver's Customer for all payments and releases that Stripe receives on Driver's behalf from or on behalf of such Customer.

6.1.D. TITLE TO FUNDS

Stripe processes all payments made by Customer to Driver in accordance with [Stripe's Service Agreement](#). Stripe will not voluntarily make funds deposited by Customer available to its creditors, or the creditors of its Affiliates, in the event of a bankruptcy, or for any other purpose. As provided in United States Bankruptcy Code, § 541(d), Stripe holds only legal title to, and not any equitable interest in, any

funds deposited to Stripe for purpose of payments to Driver, for QWQER fees, or for any other purpose as contemplated by this Agreement. This Agreement is supplementary to the Service Contract and to any other agreement between Customer and Driver concerning the Delivery, as provided in 11 United States Bankruptcy Code, § 365(n).

6.1.E. NO INTEREST

You agree that you will not receive interest or other earnings on the funds held by Stripe for payment processing. QWQER, Stripe, or our Affiliates may charge or deduct fees, may receive a reduction in fees or expenses charged, and may receive other compensation in connection with the services they provide.

6.1.F. STRIPE AGENT DUTIES

We and Stripe undertake to perform only such duties as are expressly set forth in this Agreement, the applicable [Stripe Payment Instructions](#), and the other Terms of Service, and no other duties will be implied. We have no liability under, and no duty to inquire as to, the provisions of any agreement, other than the Terms of Service, including this Agreement and the applicable [Stripe Payment Instructions](#).

We will be under no duty to inquire about or investigate any agreement or communication between Customer and Driver, even if posted to the Site. We have the right to rely upon, and will not be liable for acting or refraining from acting upon, any written notice, instruction, or request furnished to us by Customer or Driver in accordance with this Agreement or the applicable [Stripe Payment Instructions](#), if we reasonably believe that such notice, instruction, or request is genuine and that it is signed or presented by the proper party or parties. We have no duty to inquire about or investigate the validity, accuracy, or content of any such notice, instruction, or request. We have no duty to solicit any payments or releases that may be due to or from Stripe. We may execute any of our powers and perform any of our duties under this Agreement and the applicable [Stripe Payment Instructions](#) directly or through agents or attorneys (and will be liable only for the careful selection of any such agent or attorney) and may consult with counsel, accountants, and other skilled persons to be selected and retained by us. To the extent permitted by applicable law, we will not be liable for anything done, suffered, or omitted in good faith by us in accordance with the advice or opinion of any such counsel, accountants, or other skilled persons. If we are uncertain as to our duties or rights hereunder or receive instructions, claims, or demands from any party hereto that, in our opinion, conflict with any of the provisions of this Agreement or the applicable [Stripe Payment Instructions](#), we will be entitled to refrain from taking any action, and our sole obligation will be to keep safely all property held in by Stripe until we are directed otherwise in writing by Customer and Driver or by a final order or judgment of an arbitrator or court of competent jurisdiction.

6.1.G. AGENCY RIGHT

We or Stripe have the right, in our sole discretion, but not the obligation, to institute arbitration or, if no arbitration provision applies, other legal proceedings, including depositing funds held in a Stripe Account with a court of competent jurisdiction, and to resolve any dispute between Customer and Driver related to the Stripe Payment. Any provision of this Agreement and the applicable [Stripe Payment Instructions](#) to the contrary notwithstanding and regardless whether we are identified as a party in interest in any dispute, arbitration, or other legal proceeding, nothing herein will be construed to limit our legal and equitable rights, including, but not limited to, depositing funds held in a Stripe Account with a court of competent jurisdiction. Any corporation or association into which Stripe may be merged or converted or with which Stripe may be consolidated, or any corporation or association to which all or substantially all the payment processing business of Stripe may be transferred will succeed to all the rights and

obligations of Stripe as payment processing agent under this Agreement and the applicable [Stripe Payment Instructions](#) without further act to the extent permitted by applicable law.

6.2 CUSTOMER PAYMENTS ON SERVICE CONTRACTS

For Mileage-Based Contracts, Customer becomes obligated to make payments via Stripe immediately upon receipt of notice of completion of Delivery.

Customer acknowledges and agrees that for Mileage-Based Contracts, failure to decline or dispute an Invoice or request for payment is an authorization and instruction to release payment, as described more fully in the applicable Stripe Payment Instructions. When Customer authorizes the payment of the Driver Fees for a Mileage-based Contract on the Site, Customer automatically and irrevocably authorizes and instructs QWQER, its Affiliates, or Stripe to charge Customer's Payment Method for the Driver Fees. When Customer approves a Mileage-Based Contract, Customer automatically and irrevocably authorizes and instructs QWQER, its Affiliates, or Stripe to charge Customer's Payment Method for the Driver Fees.

6.3 DISBURSEMENTS TO DRIVERS

Under the relevant [Stripe Payment Instructions](#), Stripe disburses funds that are available and payable to a Driver within seven to ten days after receipt of the same from Customer. Stripe will be authorized to deduct QWQER Service Fees and Stripe Service Fees from disbursed funds, in accordance with the terms set forth in this Agreement.

For Mileage-Based Contracts, the Driver Fees become available to Drivers 7 to 10 days after the funds are released for payment by Customer through Stripe.

Notwithstanding any other provision of the Terms of Service or the [Stripe Payment Instructions](#), and except as prohibited by applicable law, if we believe, in our sole discretion, that you have violated the conditions and restrictions of the Site or the Terms of Service, including by committing or attempting to commit fraud or other illicit acts on or through the Site, we or Stripe may refuse to process or may hold the disbursement of the Driver Fees and take such other actions with respect to Customer's funds as we deem appropriate in our sole discretion and in accordance with applicable law. Without limiting the foregoing, Stripe, in its sole discretion and to the extent permitted by applicable law, may also refuse to process or may hold the disbursement of the Driver Fees or any other amounts and offset amounts owed to us if: (a) we require additional information, such as Driver's tax information, government-issued identification or other proof of identity, address, or date of birth; (b) we have reason to believe the Driver Fees may be subject to dispute or chargeback; (c) we suspect fraud; (d) we believe there are reasonable grounds for insecurity with respect to the performance of obligations under this Agreement or other Terms of Service; or (e) we deem it necessary in connection with any investigation or required by applicable law. If, after investigation, we determine that the hold on the disbursement of the Driver Fees is no longer necessary, we or Stripe will release such hold as soon as practicable.

In addition, notwithstanding any other provision of the Terms of Service or the [Stripe Payment Instructions](#) and to the extent permitted by applicable law, we reserve the right to seek reimbursement from you, and you will reimburse us, if we: (i) suspect fraud or criminal activity associated with your payment, withdrawal, or Delivery; (ii) discover erroneous or duplicate transactions; or (iii) have supplied our services in accordance with this Agreement yet we receive any chargeback from the Payment Method used by you, or used by your Customer if you are a Driver, despite our provision of the Site

Services in accordance with this Agreement. You agree that we have the right to obtain such reimbursement by instructing Stripe to charge the applicable Customer payment, and any other payments processing, offsetting any amounts determined to be owing, deducting amounts from future payments or withdrawals, charging your Payment Method, or obtaining reimbursement from you by any other lawful means. If we are unable to obtain such reimbursement, we may, in addition to any other remedies available under applicable law, temporarily or permanently revoke your access to the Site and Site Services and close your Account.

6.4 NON-PAYMENT

If Customer is in “**default**”, meaning the Customer fails to pay the Driver Fees or any other amounts when due under the Terms of Service, or a written agreement for payment terms incorporating the Terms of Service (signed by an authorized representative of QWQER), QWQER will be entitled to the remedies described in this Section 6.4 in addition to such other remedies that may be available under applicable law or in such written agreement. For the avoidance of doubt, Customer will be deemed to be in default on the earliest occurrence of any of the following: (a) Customer fails to pay the Driver Fees when due, (b) Customer fails to pay a balance that is due or to bring, within a reasonable period of time but no more than 30 days, an account current after a credit or debit card is declined or expires, (c) Customer fails to pay an invoice issued to the Customer by QWQER within the time period agreed or, if none, within 30 days, (d) Customer initiates a chargeback with a bank or other financial institution resulting in a charge made by QWQER for Driver Fees or such other amount due being reversed to the Customer, or (e) Customer takes other actions or fails to take any action that results in a negative or past-due balance on the Customer’s account.

If Customer is in default, we may, without notice, temporarily or permanently close Customer’s Account and revoke Customer’s access to the Site and Site Services, including Customer’s authority to use the Site to process any additional payments, enter into Service Contracts, or obtain any additional Driver Services from other Users through the Site. However, Customer will remain responsible for any amounts that accrue on any open Deliveries at the time a limitation is put on the Customer’s Account as a result of the default. Without limiting other available remedies, Customer must pay QWQER upon demand for any amounts owed, plus interest on the outstanding amount at the lesser of one and one-half percent (1.5%) per month or the maximum interest allowed by applicable law, plus attorneys’ fees and other costs of collection to the extent permitted by applicable law.

At our discretion and to the extent permitted by applicable law, QWQER, Stripe or its Affiliates may, without notice, charge all or a portion of the amount that is owed to any Payment Method on file on the Customer’s Account; set off amounts due against other amounts received from Customer or held by for Customer by QWQER, Stripe or another Affiliate; make appropriate reports to credit reporting agencies and law enforcement authorities; and cooperate with credit reporting agencies and law enforcement authorities in any investigation or prosecution.

6.5 NO RETURN OF FUNDS

Customer acknowledges and agrees that QWQER, Stripe, or its Affiliates, will charge Customer’s designated Payment Method for the Driver Fees incurred as described in the applicable [Stripe Payment Instructions](#) and the [Fee and ACH Authorization Agreement](#) and that once QWQER, Stripe or its Affiliates, charges or debits the Customer’s designated Payment Method for the Driver Fees, the charge or debit is non-refundable, except as otherwise required by applicable law. Customer also acknowledges and agrees that the Terms of Service provide a dispute resolution process as a way for Customer resolve disputes. To the extent permitted by applicable law, Customer therefore agrees not to ask its credit card company, bank, or other Payment Method provider to charge back any Driver Fees or other fees charged

pursuant to the Terms of Service for any reason. A chargeback in breach of the foregoing obligation is a material breach of the Terms of Service. If Customer initiates a chargeback in violation of this Agreement, Customer agrees that QWQER, Stripe or its Affiliates, may dispute or appeal the chargeback and institute collection action against Customer and take such other action it deems appropriate.

6.6 PAYMENT METHODS

In order to use certain Site Services, Customer must provide account information for at least one valid Payment Method.

Customer hereby authorizes QWQER, Stripe or its Affiliates, as applicable, to run credit card authorizations on all credit cards provided by Customer, to store credit card and banking or other financial details as Customer's method of payment consistent with our [Privacy Policy](#), and to charge Customer's credit card (or any other Payment Method) for the Driver Fees and any other amounts owed under the Terms of Service. To the extent permitted by applicable law and subject to our Privacy Policy, you acknowledge and agree that we may use certain third-party vendors and service providers to process payments and manage your Payment Method information.

By providing Payment Method information through the Site and authorizing payments with the Payment Method, Customer represents, warrants, and covenants that: (a) Customer is legally authorized to provide such information; (b) Customer is legally authorized to make payments using the Payment Method(s); (c) if Customer is an employee or agent of a company or person that owns the Payment Method, that Customer is authorized by the company or person to use the Payment Method to make payments on QWQER; and (d) such actions do not violate the terms and conditions applicable to Customer's use of such Payment Method(s) or applicable law. When Customer authorizes a payment using a Payment Method via the Site, Customer represents and warrants that there are sufficient funds or credit available to complete the payment using the designated Payment Method. To the extent that any amounts owed under this Agreement or the other Terms of Service cannot be collected from Customer's Payment Method(s), Customer is solely responsible for paying such amounts by other means.

Because the use of any Payment Method may be limited by applicable law or by written agreement with your financial institution, QWQER is not liable to any User if QWQER does not complete a transaction as a result of any such limit, or if a financial institution fails to honor any credit or debit to or from an account associated with such Payment Method. QWQER will make commercially reasonable efforts to work with any such affected Users to resolve such transactions in a manner consistent with this Agreement and any applicable Stripe Payment Instructions.

6.7 U.S. DOLLARS AND FOREIGN CURRENCY CONVERSION

The Site and the Site Services operate in U.S. Dollars. If a User's Payment Method is denominated in a currency other than U.S. Dollars and requires currency conversion to make or receive payments in U.S. Dollars, the Site may display foreign currency conversion rates that QWQER, Stripe or its Affiliates, currently make available to convert supported foreign currencies to U.S. Dollars. These foreign currency conversion rates adjust regularly based on market conditions. Please note that the wholesale currency conversion rates at which we or our Affiliates obtain foreign currency will usually be different than the foreign currency conversion rates offered on the Site. Each User, at its sole discretion and risk, may authorize the charge, debit, or credit of its Payment Method in a supported foreign currency and the conversion of the payment to U.S. Dollars at the foreign currency conversion rate displayed on the Site. A list of supported foreign currencies is available on the Site. If foreign currency conversion is required to make a payment in U.S. Dollars and QWQER, Stripe or its Affiliates, as applicable, does not support the foreign currency or the User does not authorize the conversion of such payment at the foreign

currency conversion rate displayed on the Site, Stripe or one of our Affiliates will charge, debit, or credit the User's Payment Method in U.S. Dollars and the User's Payment Method provider will convert the payment at a foreign currency conversion rate selected by the User's Payment Method provider. The User's Payment Method provider may also charge fees directly to the Payment Method even when no currency conversion is involved. The User's authorization of a payment using a foreign currency conversion rate displayed on the Site is at the User's sole risk. QWQER, Stripe or its Affiliates, are not responsible for currency fluctuations that occur when billing or crediting a Payment Method denominated in a currency other than U.S. Dollars. QWQER, Stripe or its Affiliates, are not responsible for currency fluctuations that occur when receiving or sending payments to and from the designated Customer or Driver account.

7. NON-CIRCUMVENTION

Section 7 discusses your agreement to make and receive payments only through QWQER for two years from the date you first meet your Customer or Driver on the Site, unless you pay an Opt-Out-Fee, as detailed below.

7.1 MAKING PAYMENTS THROUGH QWQER

You acknowledge and agree that a substantial portion of the compensation QWQER receives for making the Site available to you is collected through the Service Fee described in Section 5.1. QWQER only receives this Service Fee when a Customer and a Driver pay and receive payment through the Site. Therefore, for 24 months from the time you identify or are identified by any party through the Site (the “**Non-Circumvention Period**”), you agree to use the Site as your exclusive method to request, make, and receive all payments for work directly or indirectly with that party or arising out of your relationship with that party (the “**QWQER Relationship**”). For the avoidance of doubt, if you, or the business you represent, did not identify and were not identified by another party through the Site, such as if you and another User worked together before meeting on the Site, then the Non-Circumvention Period does not apply. If you use the Site as an employee, agent, or representative of another business, then the Non-Circumvention Period applies to you and other employees, agents, or representatives of the business when acting in that capacity with respect to the other User.

Except if you pay the Opt-Out Fee (see Section 7.2), you agree not to circumvent the Payment Methods offered by the Site. By way of illustration and not in limitation of the foregoing, you agree not to:

- Submit proposals or solicit parties identified through the Site to contract, hire, work with, or pay outside the Site.
- Accept proposals or solicit parties identified through the Site to contract, invoice, or receive payment outside the Site.
- Invoice or report on the Site or in an Opt-Out Fee request an invoice or payment amount lower than that actually agreed between Users.
- Refer a User you identified on the Site to a third-party who is not a User of the Site for purposes of making or receiving payments off the Site.

You agree to notify QWQER immediately if a person suggests to you making or receiving payments outside of the Site in violation of this Section 7.1. If you are aware of a breach or potential breach of this non-circumvention agreement, please submit a confidential report to QWQER by sending an email message to: casupport@qwqer.com.

If you refuse to accept any new version of the Terms of Service or elect not to comply with certain conditions of using the Site, such as minimum rates supported on the Site, and therefore choose to

cease using the Site, you may pay the Opt-Out Fee for each other User you wish to continue working with on whatever terms you agree after you cease using the Site.

7.2 OPTING OUT

You may opt-out of the obligation in Section 7.1 with respect to each QWQER Relationship only if the Customer or prospective Customer or Driver pays QWQER an opt-out fee for each such relationship (the “**Opt-Out Fee**”).

The Opt-Out Fee is computed as follows:

- (a) interest at the rate of 18% per annum or the maximum rate permitted by applicable law, whichever is less, on the amount calculated in (b), from the date Customer first makes payment to the subject Driver until the date the Opt-Out Fee is paid; and
- (b) the greater of:
 - (i) \$3,500; or
 - (ii) 25% of the anticipated annualized salary or wages for one year if the Customer offers Driver employment directly; or
 - (iii) all Service Fees that would be earned by QWQER from the QWQER Relationship during the Non-Circumvention Period, computed based on the annualized amount earned by Driver from Customer during the most recent normalized 8-week period, or during such shorter period as data is available to QWQER;
 - (iv) provided, however, that if the amount in (ii) and (iii) cannot be ascertained due to uncertainty or lack of sufficient information, then QWQER and you agree that fee shall be \$3,500; if only one of (ii) or (iii) can be ascertained, then QWQER and you agree that amount shall be used if it is greater than \$3,500.

To pay the Opt-Out Fee, you must request instructions by sending an email message to supportus@QWQER.com.

If QWQER determines, in its sole discretion, that you have violated Section 7, QWQER or its Affiliates may, to the maximum extent permitted by law (x) charge your Payment Method the Opt-Out Fee (including interest) if permitted by law or send you an invoice for the Opt-Out Fee (including interest), which you agree to pay within 30 days, (y) close your Account and revoke your authorization to use the Site and Site Services, and/or (z) charge you for all losses and costs (including any and all time of QWQER’s employees) and reasonable expenses (including attorneys’ fees) related to investigating such breach and collecting such fees.

8. RECORDS OF COMPLIANCE

Section 8 discusses your agreement to make and keep all required records, as detailed below.

Users will each (a) create and maintain records to document satisfaction of their respective obligations under this Agreement, including, without limitation, their respective payment obligations and compliance with tax and employment laws, and (b) provide copies of such records to QWQER upon request. Nothing in this subsection requires or will be construed as requiring QWQER to supervise or monitor a User’s compliance with this Agreement, the other Terms of Service, or a Service Contract. You are solely responsible for creation, storage, and backup of your business records. This Agreement and any registration for or subsequent use of the Site will not be construed as creating any responsibility on QWQER’s part to store, backup, retain, or grant access to any information or data for any period.

9. WARRANTY DISCLAIMER

Section 9 discusses your agreement and understanding that the Site and Site Services may not always be available or work perfectly, as detailed below.

YOU AGREE NOT TO RELY ON THE SITE, THE SITE SERVICES, ANY INFORMATION ON THE SITE OR THE CONTINUATION OF THE SITE. THE SITE AND THE SITE SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. QWQER MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SITE, THE SITE SERVICES, WORK PRODUCT, OR ANY ACTIVITIES OR ITEMS RELATED TO THIS AGREEMENT OR THE TERMS OF SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, QWQER DISCLAIMS ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW FOR ALL OF THE FOREGOING LIMITATIONS ON WARRANTIES, SO TO THAT EXTENT, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. SECTION 14 (TERM AND TERMINATION) STATES USER’S SOLE AND EXCLUSIVE REMEDY AGAINST QWQER WITH RESPECT TO ANY DEFECTS, NON-CONFORMANCES, OR DISSATISFACTION.

10. LIMITATION OF LIABILITY

Section 10 discusses your agreement that QWQER usually will not have to pay you damages relating to your use of the Site and Site Services and, if it is, at most it will be required to pay you \$2,500, as detailed below.

QWQER is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Terms of Service, including, but not limited to:

- your use of or your inability to use our Site or Site Services;
- delays or disruptions in our Site or Site Services;
- viruses or other malicious software obtained by accessing, or linking to, our Site or Site Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Site or Site Services;
- damage to your hardware device from the use of the Site or Site Services;
- the content, actions, or inactions of third parties’ use of the Site or Site Services;
- a suspension or other action taken with respect to your Account;
- your reliance on the quality, accuracy, or reliability of job postings, Profiles, ratings, recommendations, and feedback (including their content, order, and display), Composite Information, or metrics found on, used on, or made available through the Site; and
- your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to the Terms of Service.

ADDITIONALLY, IN NO EVENT WILL QWQER, OUR AFFILIATES, OUR LICENSORS, OR OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION, PROFIT, OR BUSINESS OPPORTUNITIES. THE LIABILITY OF QWQER, OUR AFFILIATES, OUR LICENSORS, AND OUR THIRD-PARTY SERVICE PROVIDERS TO ANY USER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE WILL NOT EXCEED THE LESSER OF: (A) \$2,500; OR (B) ANY FEES RETAINED BY QWQER WITH RESPECT

TO SERVICE CONTRACTS ON WHICH USER WAS INVOLVED AS CUSTOMER OR DRIVER DURING THE SIX-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THESE LIMITATIONS WILL APPLY TO ANY LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL OF THE FOREGOING EXCLUSIONS AND LIMITATIONS, SO TO THAT EXTENT, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

11. RELEASE

Section 11 discusses your agreement not to hold us responsible for any dispute you may have with another User, as detailed below.

In addition to the recognition that QWQER is not a party to any contract between Users, you hereby release QWQER, our Affiliates, and our respective members, officers, directors, agents, subsidiaries, joint ventures, employees and service providers from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have with another User, whether it be at law or in equity that exist as of the time you enter into this agreement. This release includes, for example and without limitation, any disputes regarding the performance, functions, and quality of the Driver Services provided to Customer by a Driver and requests for refunds based upon disputes. Procedures regarding the handling of certain disputes between Users are discussed in the Stripe Payment Instructions.

TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH SAYS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

This release will not apply to a claim that QWQER failed to meet our obligations under the Terms of Service.

12. INDEMNIFICATION

Section 12 discusses your agreement to pay for any costs or losses we have as a result of a claim brought against us related to your use of the Site or Site Services or your illegal or harmful conduct, as detailed below.

You will indemnify, defend, and hold harmless QWQER, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an “**Indemnified Party**”) for all Indemnified Claims (defined below) and Indemnified Liabilities (defined below) relating to or arising out of: (a) the use of the Site and the Site Services by you or your agents, including any payment obligations or default (described in Section 6.4 (Non-Payment)) incurred through use of the Site Services; (b) any Service Contract entered into by you or your agents, including, but not limited to, the classification of a Driver as an independent contractor; the classification of QWQER as an employer or joint employer of Driver; any employment-related claims, such as those relating to employment termination, employment discrimination, harassment, or retaliation; and any claims for unpaid wages or other compensation, overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker’s compensation benefits, unemployment benefits, or any other employee benefits; (c) failure to comply with the Terms of Service by you or your agents; (d) failure to comply with applicable law by you or your agents; (e) negligence,

willful misconduct, or fraud by you or your agents; and (f) defamation, libel, violation of privacy rights, unfair competition, or infringement of Intellectual Property Rights or allegations thereof to the extent caused by you or your agents. For purposes of this Section 12, your agents include any person who has apparent authority to access or use your account demonstrated by using your username and password. **“Indemnified Claim”** means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys’ fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other User against an Indemnified Party.

“Indemnified Liability” means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys’ fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by an Indemnified Party against you or a third party or other User.

13. AGREEMENT TERM AND TERMINATION

Section 13 discusses your and QWQER’s agreement about when and how long this Agreement will last, when and how either you or QWQER can end this Agreement, and what happens if either of us ends the Agreement, as detailed below.

13.1 TERMINATION

Unless both you and QWQER expressly agree otherwise in writing, either of us may terminate this Agreement in our sole discretion, at any time, without explanation, upon written notice to the other, which will result in the termination of the other Terms of Service as well, except as otherwise provided herein. You may provide written notice to casupport@qwqer.com. In the event you properly terminate this Agreement, your right to use the Site and Site Services is automatically revoked, and your Account will be closed. QWQER is not a party to any Service Contract between Users. Consequently, User understands and acknowledges that termination of this Agreement (or attempt to terminate this Agreement) does not terminate or otherwise impact any Service Contract or Delivery entered into between Users. If you attempt to terminate this Agreement while having one or more open Deliveries, you agree (a) you hereby instruct QWQER to close any open contracts; (b) you will continue to be bound by this Agreement and the other Terms of Service until all such Deliveries have closed on the Site; (c) QWQER will continue to perform those Site Services necessary to complete any open Delivery or related transaction between you and another User; and (d) you will continue to be obligated to pay any amounts accrued but unpaid as of the date of termination or as of the closure of any open Service Contracts, whichever is later, to QWQER for any Site Services or such other amounts owed under the Terms of Service and to any Drivers for any Driver Services.

Without limiting QWQER’s other rights or remedies, we may, but are not obligated to, temporarily or indefinitely revoke access to the Site or Site Services, deny your registration, or permanently revoke your access to the Site and refuse to provide any or all Site Services to you if: (i) you breach the letter or spirit of any terms and conditions of this Agreement or any other provisions of the Terms of Service; (ii) we suspect or become aware that you have provided false or misleading information to us; or (iii) we believe, in our sole discretion, that your actions may cause legal liability for you, our Users, or QWQER or our Affiliates; may be contrary to the interests of the Site or the User community; or may involve illicit or illegal activity. If your Account is temporarily or permanently closed, you may not use the Site under the same Account or a different Account or reregister under a new Account without QWQER’s prior written consent. If you attempt to use the Site under a different Account, we reserve the right to reclaim available funds in that Account and/or use an available Payment Method to pay for any amounts owed by you to the extent permitted by applicable law.

You acknowledge and agree that the value, reputation, and goodwill of the Site depend on transparency of User’s Account status to all Users, including both yourself and other Users who have entered into

Service Contracts with you. You therefore agree as follows: **IF QWQER DECIDES TO TEMPORARILY OR PERMANENTLY CLOSE YOUR ACCOUNT, QWQER HAS THE RIGHT WHERE ALLOWED BY LAW BUT NOT THE OBLIGATION TO: (A) NOTIFY OTHER USERS THAT HAVE ENTERED INTO SERVICE CONTRACTS WITH YOU TO INFORM THEM OF YOUR CLOSED ACCOUNT STATUS, (B) PROVIDE THOSE USERS WITH A SUMMARY OF THE REASONS FOR YOUR ACCOUNT CLOSURE. YOU AGREE THAT QWQER WILL HAVE NO LIABILITY ARISING FROM OR RELATING TO ANY NOTICE THAT IT MAY PROVIDE TO ANY USER REGARDING CLOSED ACCOUNT STATUS OR THE REASON(S) FOR THE CLOSURE.**

13.2 ACCOUNT DATA ON CLOSURE

Except as otherwise required by law, if your Account is closed for any reason, you will no longer have access to data, messages, files, or other material you keep on the Site and that any closure of your Account may involve deletion of any content stored in your Account for which QWQER will have no liability whatsoever. QWQER, in its sole discretion and as permitted or required by law, may retain some or all of your Account information.

13.3 SURVIVAL

After this Agreement terminates, the terms of this Agreement and the other Terms of Service that expressly or by their nature contemplate performance after this Agreement terminates or expires will survive and continue in full force and effect. For example, the provisions requiring arbitration, permitting audits, protecting intellectual property, requiring non-circumvention, indemnification, payment of fees, reimbursement and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Agreement terminates. Without limiting any other provisions of the Terms of Service, the termination of this Agreement for any reason will not release you or QWQER from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination.

14. DISPUTES BETWEEN YOU AND QWQER

Section 14 discusses your agreement with QWQER and our agreement with you about how we will resolve any disputes, including that we will both first try to resolve any dispute informally and, if you are in the United States, that we both agree to use arbitration instead of going to court or using a jury if we can't resolve the dispute informally, as detailed below.

14.1 DISPUTE PROCESS, ARBITRATION, AND SCOPE

If a dispute arises between you and QWQER or our Affiliates, our goal is to resolve the dispute quickly and cost-effectively. Accordingly, unless you opt out as provided in Section 14.4.4 below, you, QWQER, and our Affiliates agree to resolve any claim, dispute, or controversy that arises out of or relates to this Agreement, the other Terms of Service, your relationship with QWQER (including without limitation any claimed employment with QWQER or one of our Affiliates or successors), the termination of your relationship with QWQER, or the Site Services (each, a “**Claim**”) in accordance with this Section 14 (sometimes referred to as the “**Arbitration Provision**”).

Claims covered by this Arbitration Provision include, but are not limited to, all claims, disputes, or controversies arising out of or relating to this Agreement, the Terms of Service, any Service Contract, Stripe payments or agreements, any payments or monies you claim are due to you from QWQER or our Affiliates or successors, trade secrets, unfair competition, false advertising, consumer protection, privacy, compensation, classification, minimum wage, seating, expense reimbursement, overtime,

breaks and rest periods, termination, discrimination, retaliation or harassment and claims arising under the Defend Trade Secrets Act of 2016, Civil Rights Act of 1964, Rehabilitation Act, Civil Rights Acts of 1866 and 1871, Civil Rights Act of 1991, the Pregnancy Discrimination Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act of 1990, Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985, False Claims Act, state statutes or regulations addressing the same or similar subject matters, and all other federal or state legal claims arising out of or relating to your relationship with QWQER or the termination of that relationship.

Disputes between the parties that may not be subject to pre-dispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) or as provided by an Act of Congress or lawful, enforceable Executive Order, are excluded from the coverage of this Agreement.

14.2 CHOICE OF LAW

These Site Terms of Use, the other Terms of Service, and any Claim will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG); provided, however, that any Claims made by any Driver located within the United States will be governed by the law of the state in which such Driver resides. However, notwithstanding the foregoing sentence, this Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).

14.3 INFORMAL DISPUTE RESOLUTION

Before serving a demand for arbitration of a Claim, you and QWQER agree to first notify each other of the Claim. You agree to notify QWQER of the Claim at Attn: **400 Continental Blvd 6th floor, E Segundo, CA 90245** or by email to casupport@QWQER.com, and QWQER agrees to provide to you a notice at your email address on file (in each case, a “**Notice**”). You and QWQER then will seek informal voluntary resolution of the Claim. Any Notice must include pertinent account information, a brief description of the Claim, and contact information, so that you or QWQER, as applicable, may evaluate the Claim and attempt to informally resolve the Claim. Both you and QWQER will have 60 days from the date of the receipt of the Notice to informally resolve the other party’s Claim, which, if successful, will avoid the need for further action.

14.4 BINDING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER (DOES NOT APPLY TO USERS LOCATED OUTSIDE THE UNITED STATES AND ITS TERRITORIES)

This Arbitration Provision applies to all Users except Users located outside of the United States and its territories.

In the unlikely event the parties are unable to resolve a Claim within 60 days of the receipt of the applicable Notice, you, QWQER, and our Affiliates agree to resolve the Claim by final and binding arbitration before an arbitrator from JAMS, instead of a court or jury. JAMS may be contacted at www.jamsadr.com.

14.4.A. SCOPE OF ARBITRATION AGREEMENT AND CONDUCT OF ARBITRATION

This Arbitration Provision applies to any Claim (defined above) the parties may have and survives after your relationship with QWQER ends. Claims covered by this Arbitration Provision include, but are not limited to, all claims, disputes or controversies arising out of or relating to this Agreement, the Terms of Service and the QWQER Payroll Agreement. This Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. If for any reason JAMS will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator.

Except as otherwise provided herein, arbitration will be conducted in Santa Clara County, California in accordance with the JAMS Comprehensive Arbitration Rules and Procedures' Optional Expedited Arbitration Procedures then in effect. Arbitration of disputes brought by a User that allege a violation of a consumer protection statute also will be subject to the JAMS Consumer Arbitration Minimum Standards, and such arbitrations will be conducted in the same state and within 25 miles of where the User is located. Claims by Drivers that allege employment or worker classification disputes or will be conducted in the state and within 25 miles of where Driver is located in accordance with the JAMS Employment Arbitration Rules and Procedures then in effect. The applicable JAMS arbitration rules may be found at www.jamsadr.com or by searching online for "JAMS Comprehensive Arbitration Rules and Procedures," "JAMS Employment Arbitration Rules," or "JAMS Consumer Arbitration Minimum Standards." Any dispute regarding the applicability of a particular set of JAMS rules shall be resolved exclusively by the arbitrator. Any party will have the right to appear at the arbitration by telephone and/or video rather than in person.

You and QWQER will follow the applicable JAMS rules with respect to arbitration fees. In any arbitration under the JAMS Employment Arbitration Rules and Procedures, the Driver will pay JAMS arbitration fees only to the extent those fees are no greater than the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted, with QWQER to make up the difference, if any. In any arbitration under the JAMS Comprehensive Arbitration Rules and Procedures' Optional Expedited Arbitration Procedures then in effect in which a User makes a claim under a consumer protection statute, the User will pay JAMS arbitration fees only to the extent those fees are no greater than the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted, or \$250.00, whichever is less, with QWQER to make up the difference, if any. The arbitrator must follow applicable law and may award only those remedies that would have applied had the matter been heard in court. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

This Arbitration Provision does not apply to litigation between QWQER and you that is or was already pending in a state or federal court or arbitration before the expiration of the opt-out period set forth in Section 14.4.4, below. Notwithstanding any other provision of this Agreement, no amendment to this Arbitration Provision will apply to any matter pending in an arbitration proceeding brought under this Section 14 unless all parties to that arbitration consent in writing to that amendment.

This Arbitration Provision also does not apply to claims for workers compensation, state disability insurance or unemployment insurance benefits.

Nothing in this Arbitration Provision prevents you from making a report to or filing a claim or charge with a government agency, including without limitation the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Nothing in this Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision. This Arbitration Provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Arbitration Provision. Nothing in this Arbitration Provision prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. QWQER will not retaliate against you for filing

a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act.

14.4.B. INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION PROVISION

This Arbitration Provision is the full and complete agreement relating to the formal resolution of Claims. Except as otherwise provided in this Arbitration Provision, this Arbitration Provision covers, and the arbitrator shall have exclusive jurisdiction to decide, all disputes arising out of or relating to the interpretation, enforcement, or application of this Arbitration Provision, including the enforceability, revocability, scope, or validity of the Arbitration Provision or any portion of the Arbitration Provision. All such matters shall be decided by an arbitrator and not by a court. The parties expressly agree that the arbitrator and not a court will decide any question of whether the parties agreed to arbitrate, including but not limited to any claim that all or part of this Arbitration Provision, this Agreement, or any other part of the Terms of Service is void or voidable.

In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable. If any portion of the Class Action Waiver in subsection C, below, of this Arbitration Provision is deemed to be unenforceable, you and QWQER agree that this Arbitration Provision will be enforced to the fullest extent permitted by law.

14.4.C. CLASS AND COLLECTIVE WAIVER

Private attorney general representative actions under the California Labor Code are not arbitrable, not within the scope of this Arbitration Provision and may be maintained in a court of law. However, this Arbitration Provision affects your ability to participate in class or collective actions. Both you and QWQER agree to bring any dispute in arbitration on an individual basis only, and not on a class or collective basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action, or as a member in any such class or collective proceeding (“Class Action Waiver”). Notwithstanding any other provision of this Agreement or the JAMS rules, disputes regarding the enforceability, revocability, scope, or validity or breach of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class or collective action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class or collective action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. You and QWQER agree that you will not be retaliated against, disciplined or threatened with discipline as a result of your filing or participating in a class or collective action in any forum. However, QWQER may lawfully seek enforcement of this Arbitration Provision and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class or collective actions or claims.

14.4.D. RIGHT TO OPT OUT OF THE ARBITRATION PROVISION

You may opt out of the Arbitration Provision contained in this Section 14 by notifying QWQER in writing within 30 days of the date you first registered for the Site. To opt out, you must send a written notification to **QWQER at Attn: 400 Continental Blvd 6th floor, El Segundo, CA 90245** that includes (a) your Account username, (b) your name, (c) your address, (d) your telephone number, (e) your email address, and (f) a statement indicating that you wish to opt out of the Arbitration Provision. Alternatively, you may send this written notification to casupport@qwqer.com. Opting out of this Arbitration Provision will not affect any other terms of this Agreement.

If you do not opt out as provided in this Section 14.4.4, continuing your relationship with QWQER constitutes mutual acceptance of the terms of this Arbitration Provision by you and QWQER. You have the right to consult with counsel of your choice concerning this Agreement and the Arbitration Provision.

14.4.E. Enforcement of this Arbitration Provision.

This Arbitration Provision replaces all prior agreements regarding the arbitration of disputes and is the full and complete agreement relating to the formal resolution of disputes covered by this Arbitration Provision. In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable. If any portion of the Class Action Waiver in Section 14.4.3, above, is deemed to be unenforceable, you and QWQER agree that this Arbitration Provision will be enforced to the fullest extent permitted by law.

15. GENERAL

Section 15 discusses additional terms of the agreement between you and QWQER, including that the Terms of Service contain our full agreement, how the agreement will be interpreted and applied, and your agreement not to access the Site from certain locations, as detailed below.

15.1 ENTIRE AGREEMENT

This Agreement, together with the other Terms of Service, sets forth the entire agreement and understanding between you and QWQER relating to the subject matter hereof and thereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between you and us, written or oral, to the extent they relate in any way to the subject matter hereof and thereof. The section headings in the Terms of Service are included for ease of reference only and have no binding effect. Even though QWQER drafted the Terms of Service, you represent that you had ample time to review and decide whether to agree to the Terms of Service. If an ambiguity or question of intent or interpretation of the Terms of Service arises, no presumption or burden of proof will arise favoring or disfavoring you or QWQER because of the authorship of any provision of the Terms of Service.

15.2 MODIFICATIONS; WAIVER

No modification or amendment to the Terms of Service will be binding upon QWQER unless in a written instrument signed by a duly authorized representative of QWQER or posted on the Site by QWQER. 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. We do not guarantee we will take action against all breaches of this User Agreement.

15.3 ASSIGNABILITY

User may not assign the Terms of Service, or any of its rights or obligations hereunder, without QWQER's prior written consent in the form of a written instrument signed by a duly authorized representative of QWQER. QWQER may freely assign this Agreement and the other Terms of Service without User's consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, the Terms of Service are binding upon and will inure to the benefit of the successors, heirs, and permitted assigns of the parties.

15.4 SEVERABILITY

If and to the extent any provision of this Agreement or the other Terms of Service is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

15.5 FORCE MAJEURE

The parties to this Agreement will not be responsible for the failure to perform or any delay in performance of any obligation hereunder for a reasonable period due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party.

15.6 PREVAILING LANGUAGE AND LOCATION

The English language version of the Terms of Service will be controlling in all respects and will prevail in case of any inconsistencies with translated versions, if any. The Site is controlled and operated from our facilities in the United States.

15.7 ACCESS OF THE SITE OUTSIDE THE UNITED STATES

QWQER makes no representations that the Site is appropriate or available for use outside of the United States. Those who access or use the Site from other jurisdictions do so at their own risk and are entirely responsible for compliance with all applicable foreign, United States, state, and local laws and regulations, including, but not limited to, export and import regulations, including the Export Administration Regulations maintained by the United States Department of Commerce and the sanctions programs maintained by the Department of the Treasury Office of Foreign Assets Control. You must not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end user without obtaining any and all required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving U.S. origin products, including services or software.

In order to access or use the Site or Site Services, you must and hereby represent that you are not: (a) a citizen or resident of a geographic area in which access to or use of the Site or Site Services is prohibited by applicable law, decree, regulation, treaty, or administrative act; (b) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes; or (c) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce Denied Persons or Entity List, the U.S. Department of Treasury Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State Debarred Parties List or otherwise ineligible to receive items subject to U.S. export control laws and regulations or other economic sanction rules of any sovereign nation. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Site and Site Services and your license to use the Site or Site Services will be immediately revoked.

15.8 CONSENT TO USE ELECTRONIC RECORDS

In connection with the Site Terms of Use, you may be entitled to receive certain records from QWQER or our Affiliates, such as contracts, notices, and communications, in writing. To facilitate your use of the Site and the Site Services, you give us permission to provide these records to you electronically instead of in paper form.

16. DEFINITIONS

Section 16 gives you some definitions of capitalized terms that appear in the Terms of Service but other capitalized terms are defined above, which you can tell because the term is put in quotation marks and bold font.

Capitalized terms not defined below or above have the meanings described in the Site Terms of Use or elsewhere in the Terms of Service.

“Confidential Information” means any material or information provided to, or created by, a User to evaluate a Delivery or the suitability of another User for the Delivery, regardless of whether the information is in tangible, electronic, verbal, graphic, visual, or other form. Confidential Information does not include material or information that is known to the public or that: (a) is generally known by third parties as a result of no act or omission of Driver or Customer; (b) subsequent to disclosure hereunder, was lawfully received without restriction on disclosure from a third party having the right to disseminate the information; (c) was already known by User prior to receiving it from the other party and was not received from a third party in breach of that third party’s obligations of confidentiality; or (d) was independently developed by User without use of another person’s Confidential Information.

“Stripe Payment” means any payment to Driver initiated by Customer, processed by Stripe or Stripe affiliate.

“Mileage-Based Contract” means a Service Contract for which Customer is charged a fee agreed between a Customer and a Driver, prior to the commencement of a Service Contract, for the completion of all Driver Services contracted by Customer for such Service Contract, such fee to be based on total amount of miles required for the contracted Delivery.

“Driver Fees” means: (a) the mileage compensation rate agreed between a Customer and a Driver; and (b) any bonuses or other payments made by a Customer to a Driver.

“Driver Services” means all services performed for or delivered to Customers by Drivers.

The term **“including”** as used herein means including without limitation.

“Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

“Payment Method” means a valid credit card issued by a bank acceptable to QWQER, a bank account linked to your Account, a PayPal account, a debit card, or such other method of payment as QWQER may accept from time to time in our sole discretion.

“Delivery” means an engagement for Driver Services that a Driver provides to a Customer under a Service Contract on the Site.

“Service Contract” means, as applicable, (a) the contractual provisions between a Customer and a Driver governing the Driver Services to be performed by a Driver for Customer for a Delivery; (b) a Direct Contract as defined in the QWQER Direct Contract Terms; or (c) if you use QWQER Payroll, the contractual provisions between Driver and the Staffing Provider for the provision of services to Customer, if any.

“Substantial Change” means a change to the terms of the Terms of Service that reduces your rights or increases your responsibilities.

“QWQER App” means the online platform accessed using QWQER’s downloaded application or other software that enables time tracking and invoicing, chat, and screenshot sharing with other Users.