

Communication from Public

Name: Casey Maddren, Citizens for a Better Los Angeles
Date Submitted: 09/25/2022 10:49 PM
Council File No: 20-1536
Comments for Public Posting: I am submitting the attached comments on behalf of Citizens for a Better Los Angeles. We strongly oppose adoption of the proposed ordinance.



Citizens for a Better Los Angeles

September 25, 2022

Members of the Los Angeles City Council
Los Angeles City Hall
200 N. Spring St.
Los Angeles, CA 90012

Re: Consideration of Ordinance Amending LAMC, Definition of Outdoor Advertising Structure, Exemption of Certain Approved Structures from Prohibitions in Public Right-of-Way
LA City Council Agenda, September 28, 2022, Item 5, CF 20-1536

Members of the Los Angeles City Council,

We are writing to follow up on our letter of September 19, 2022, and to ask again that the Council reject the proposed Ordinance amending the LAMC to revise the definition of outdoor advertising structures and to exempt certain structures from prohibitions regarding placement in the public right-of-way. To further demonstrate the potential for violations of the right to privacy, we are attaching additional evidence to show the barriers that companies raise to thwart informed consent.

Passage of the Ordinance would clear the way for the Los Angeles Tourism & Convention Board's (LATCB) plan to work with IKE Smart City to deploy between 300 and 500 digital kiosks in LA. Digital billboards, kiosks, panels, etc. all fall into the category of Digital Out of Home advertising (DOOH). An integral part of DOOH is the collection of data from personal devices, primarily cell phones. This can be done through wireless beacon technology, which communicates with cell phones, and it can also be done through personal interaction with the DOOH structure. The Ordinance makes no effort to monitor or restrict the collection of data in either case. Let's look at one scenario where an individual using the IKE kiosks could inadvertently make themselves vulnerable to unlimited collection of their personal data and constant tracking of their actions....

One of the services that IKE connects users with is GetAround, which allows people to access shared cars, trucks, and vans in their area and book them instantly. Users must download the GetAround app.

If an individual were to access GetAround through an IKE kiosk, they would have to go through these steps....

To access services via IKE, they would have to agree to IKE's Terms of Use. [See Exhibit A.] The Terms of Use contain the following language ¹:

"All information we collect on this IKE Kiosks or through its features is subject to our Privacy Policy. By using the IKE Kiosks or any of its features, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy."

Unfortunately, the actual terms of the Privacy Policy are not included in the Terms of Use document. The user must click on the words "Privacy Policy" to view that document, which contains the following text [See Exhibit B.]:

"The following interactive features of the Kiosk platform are operated or provided by, incorporate the API(s) of, or otherwise require communication or coordination with third parties (a "Third Party Partner"), and in choosing to engage these features, you agree that we can provide the information you give to a Kiosk, including any information that may personally identify you, to that Third Party Partner: (a) 311; (b) GetAround; and (c) Photo Booth. By way of example, the 311 feature enables you to send a message to the city and receive updates on the status of your message. When engaging the 311 feature, it will not only ask you for your email address but will also provide your email address to the city so that you can receive the updates you requested. We will always disclose whether an interactive feature is operated by a Third-Party Partner, and this disclosure will appear prominently on the screen when you select one of these features. With respect to any feature operated by a Third-Party Partner, the Kiosk will only store the information you provide long enough to perform the service you request. After that, the information will no longer be retained by the Kiosk or IKE, but it may continue to be retained by the Third-Party Partner. We will only share this information with the Third-Party Partner, and we will not share, sell or otherwise disclose this information to any other third parties. We do not exercise control over our Third-Party Partners, and you will be subject to their policies and terms and conditions when you engage with any feature operated by a Third-Party Partner. For this reason, we recommend that you review their policies and terms and conditions prior to engaging with any feature operated by a Third-Party Partner."

While it may sound reassuring that IKE will not retain any personal information obtained in the course of the transaction, IKE also says that it has no control over how personal data is used by Third-Party Partners. The next step for the user

¹ All documents presented as exhibits were downloaded on September 24, 2022, and all quotes included herein are taken from the language contained in the documents as of that date.

seeking to take advantage of GetAround's services would be to agree to their Terms of Service:

Welcome to Getaround.com, a peer-to-peer vehicle car sharing marketplace web site and online service provided by Getaround, Inc. ("Getaround®", "we," or "us"). This Terms of Service Agreement ("Agreement") describes the terms and conditions that govern your use of and participation in Getaround services. Getaround services include our web site, web widgets, feeds, mobile device software applications (the "Getaround Software"), applications for third-party web sites and services, and any other mobile or online services and/or applications owned, controlled, or offered by Getaround (collectively the "Service"). By accessing or using the Service, you signify that you have read, understood, and agree to be bound by this Agreement and to the collection and use of your information as set forth in the Privacy Policy, whether or not you are a registered user of our Service. This Agreement applies to all visitors, users, and others who access the Service ("Users").

Again, the Terms of Service include no details of the Privacy Policy. The user must click on the link to read the Policy, which contains the following language:

"Use of Cookies and Other Technology to Collect Information"

"When you visit our website or use our mobile app or Service, we and our business partners may collect certain information about your computer or device through technology such as cookies, web beacons, log files, or other tracking/recording tools. The information we collect through the use of tracking technologies includes but is not limited to IP address, browser information, referring/exit pages and URLs, click stream data and information about how you interact with links on the website, mobile app, or Service, domain names, landing pages, page views, and cookie data that allows us to uniquely identify your browser and track your browsing behavior on our site. We may also use clear gifs or other technology in HTML-based emails sent to our users to track which emails are opened and which links are clicked by recipients. Some or all of this data may be combined with other personally identifying information described above. We may also collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends for the Service and to understand more about the demographics of our users. These tools collect information sent by your browser or mobile device, including the pages you visit, your use of third party applications, and other information that assists us in analyzing and improving the Service. We may work with third parties to employ technologies, including the application of statistical modeling tools, which attempt to recognize you across multiple devices. Although we do our best to honor the privacy preferences of our visitors, we are not able to respond to Do Not Track signals from your browser at this time."

So, if the user has had the patience to read through four separate documents, they will finally learn that, "The information we collect through the use of tracking technologies includes but is not limited to IP address, browser information, referring/exit pages and URLs, click stream data and information about how you interact with links on the website, mobile app, or Service, domain names, landing

pages, page views, and cookie data that allows us to uniquely identify your browser and track your browsing behavior on our site.” They will also learn that the analytics tools used, “collect information sent by your browser or mobile device, including the pages you visit, your use of third party applications, and other information that assists us in analyzing and improving the Service. We may work with third parties to employ technologies, including the application of statistical modeling tools, which attempt to recognize you across multiple devices.”

It's clear that these documents are designed to bury their acknowledgment of the kinds and quantities of data collected, making it difficult and time-consuming for users to actually learn just what they're giving away. If individuals who use IKE to access GetAround take the time to read all these documents, they will understand that they're essentially giving GetAround permission to gather unlimited personal information, not only about the user's interactions with GetAround, but also about their visits to other web pages and their use of other applications. However, if trusting users, in a hurry to complete the transaction, simply agree to the Terms of Use/Terms of Service without reading the documents, they will unknowingly be giving GetAround permission to collect unlimited amounts of personal data in perpetuity.

While these documents make clear that the user's agreement to the Terms of Use/Terms of Service relieve IKE and GetAround from any legal liability, it is by no means certain that the City is shielded from legal liability from use/abuse of personal information collected by these services. By approving the Ordinance, the City is allowing an unlimited number of DOOH structures to be placed in the public right-of-way, without any restrictions to limit the collection of data. This could be especially problematic if the IKE contract grants the City a portion of the revenue generated by IKE devices. If the City is receiving revenue from services that collect and share personal data, it seems likely that it would be liable for damages in a situation where that data was misused.

We are also troubled by the fact that the Ordinance includes the following language:

(b) The provisions of Subsection (a) of this section shall not apply to any outdoor advertising structure associated with an outdoor advertising program for the public right-of-way that is approved by the Board of Public Works.

We question the legality of this amendment, since it's completely open-ended and makes no effort to specify what structures would be exempt. Essentially this amendment to the LAMC says “Anything goes,” without creating any standards or parameters designed to serve the public interest or deter abuse. If the BPW had previously approved an ad program, the advertiser could, without consultation with the City, install large digital billboards, giant plaster donuts, or kiosks that play recorded music in public spaces. Far from refining the definition of an outdoor advertising structure, the Ordinance expands the definition to include anything at all. And it's even more troubling that the Ordinance does not acknowledge DOOH's

potential for unrestricted collection of data. This shows a reckless disregard for the California Constitution, which clearly states that Californians have a right to privacy.

As currently written, the Ordinance raises the very real risk that advertisers will violate the privacy rights of LA's citizens. The Ordinance could also expose the City of LA to serious liability for failing to take steps to protect those rights. We urge you to reject this Ordinance.

Sincerely,
Casey Maddren
Citizens for a Better Los Angeles

EXHIBIT A

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Terms of Use - Photo Booth

Terms of Use

Last Modified: 12/19/2018

ACCEPTANCE OF THE TERMS OF USE

These terms of use are entered into by and between You and IKE SMART CITY, LLC (the **“Company,” “we,”** or **“us”**). The following terms and conditions (the **“Terms of Use”**) govern your access to and use of the IKE Kiosks and the features provided on the IKE Kiosks. Use of the IKE Kiosks and its features is at your own risk.

Please read the Terms of Use carefully before you engage the IKE Kiosks or any of its features. By using the IKE Kiosks or any of its features or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to these Terms of Use, you must not access or use the IKE Kiosks or any of its features.

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the IKE Kiosks or any of its features thereafter. Your continued use of the IKE Kiosks or any of its features following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access the IKE Kiosks or any of its features so you are aware of any changes, as they are binding on you.

Furthermore, you acknowledge that certain features provided on the IKE Kiosks are operated or provided by, incorporate API(s) of, or otherwise require communication or coordination with third parties. We will disclose to you if a feature involves a third party at the time you select it. We do not exercise control over these third parties and you will be subject to their policies and terms of service/terms of use when you engage with a feature that involves a third party. For this reason, we recommend that you review such third

parties' policies and terms of service/terms of use prior to engaging with any feature provided by a third party. By way of example, the Wayfinding feature on the IKE Kiosks uses the Google Maps API(s), and you are bound by Google's Terms of Service in your use of the Wayfinding feature.

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PROHIBITED USES

You may use the IKE Kiosks and any of its features only for personal, non-commercial and lawful purposes only and in accordance with these Terms of Use. You agree not to use the IKE Kiosks or any of its features:

- In any way that violates any applicable federal, state, local, or international law or regulation or that promotes any illegal activity.
- For the purpose of exploiting, harming, or attempting to exploit or harm, or harassing minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To download, upload, display, view, send, knowingly receive, or otherwise transmit any material which violates any applicable federal, state, local, or international law or regulation or the rights of any individual or entity established in any jurisdiction.
- To download, upload, display, view, send, knowingly receive, or otherwise transmit any material that is sexually explicit or pornographic, defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- To transmit, or procure the sending of, any advertising or promotional material or solicitations.

MONITORING AND ENFORCEMENT

Company, in its sole discretion, will determine whether your conduct is in compliance with these Terms of Use. We have the right to monitor your use of the IKE Kiosks and any of its features and take any action we deem necessary or appropriate in our sole discretion if we believe your conduct violated this Terms of Use, including, without limitation referral to law enforcement and the right to cooperate in any investigation, and the right to terminate or suspend your access to all or any part of the IKE Kiosk network.

YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY OR ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY, SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the IKE Kiosks and any of its features.

All matters relating to the IKE Kiosks, its features and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule.

DISCLAIMER OF WARRANTIES

YOUR USE OF THE IKE KIOSKS AND ANY OF ITS FEATURES IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE IKE KIOSKS AND ANY OF ITS FEATURES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE IKE KIOSKS AND ANY OF ITS FEATURES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE IKE KIOSKS AND ANY OF ITS FEATURES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE IKE KIOSKS AND ANY OF ITS FEATURES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

 **English** (/documents/en/terms-of-use) **Español** (/documents/es/terms-of-use)
 中文 (/documents/zh/terms-of-use) **عرب** (/documents/ar/terms-of-use) **Somali** (/documents/so/terms-of-use)
UNDER APPLICABLE LAW.
 Portugues (/documents/pt/terms-of-use) **Française** (/documents/fr/terms-of-use)

Italiana (/documents/it/terms-of-use) **日本人** (/documents/ja/terms-of-use)
 The information presented on or through the IKE Kiosks and its features is made available solely for
 한국어 (/documents/ko/terms-of-use) **Боснийан** (/documents/bs/terms-of-use)

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

All information we collect on this IKE Kiosks or through its features is subject to our **Privacy Policy** (<https://www.ikesmartcity.com/privacy-policy>). By using the IKE Kiosks or any of its features, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

ENTIRE AGREEMENT

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and the Company regarding the IKE Kiosks and its features and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the IKE Kiosks and its features.

Terms of Use - Photo Booth

ACCEPTANCE OF THE TERMS OF USE

These terms of use are entered into by and between You and IKE SMART CITY, LLC (the “Company,” “we,” or “us”). The following terms and conditions (the “Terms of Use”) govern your access to and use of the Photo Booth (the “Feature”) provided on the IKE Kiosks. Use of the Feature and the IKE Kiosks is at your own risk.

Please read the Terms of Use carefully before you engage the Feature. By using the Feature or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to these Terms of Use, you must not access or use the Feature.

PROHIBITED USES

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

- In any way that violates any applicable federal, state, local, or international law or regulation or that promotes any illegal activity.
- For the purpose of exploiting, harming, or attempting to exploit or harm, or harassing minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, or otherwise transmit any material which violates any applicable federal, state, local, or international law or regulation or the rights of any individual or entity established in any jurisdiction.
- To send, knowingly receive, or otherwise transmit any material that is sexually explicit or pornographic, defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- To transmit, or procure the sending of, any advertising or promotional material.

MONITORING AND ENFORCEMENT

Company, in its sole discretion, will determine whether your conduct is in compliance with these Terms of Use. We have the right to monitor your use of the Feature and take any action we deem necessary or appropriate in our sole discretion if we believe your conduct violated this Terms of Use, including, without limitation referral to law enforcement and the right to cooperate in any investigation, and the right to terminate or suspect your access to all or any part of the Network.

YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY OR ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY, SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Feature.

All matters relating to the Feature and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule.

EXHIBIT B

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Privacy Policy

INTRODUCTION

IKE SMART CITY, LLC (“We”, “Us”, “Our”) respects your privacy and is committed to protecting it through our compliance with this policy.


This policy describes the types of information we may collect from you or that you may provide when you visit an IKE Kiosk (“Kiosk”) and our practices for collecting, using, maintaining, protecting, and disclosing that information.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use the Kiosks. By accessing or using a Kiosk, you agree to this privacy policy. This policy may change from time to time. Your continued use of a Kiosk after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

USER INFORMATION COLLECTED BY A KIOSK

General

Many of the features, services and information available on a Kiosk can be accessed by you anonymously and without requiring that you provide any information about yourself. The Kiosk will collect information on each user’s interactions with the Kiosk, such as which features, services and information are most often used and how they are used, so we can improve the Kiosk platform and your experience with the Kiosks. We may share this information without restriction with the city where the Kiosk is located and its agencies, Visit Berkeley and our technology partners.

 English (/documents/en/privacy-policy) Español (/documents/es/privacy-policy)
中文 (/documents/zh/privacy-policy) عرب (/documents/ar/privacy-policy) Somali (/documents/so/privacy-policy)
The following features offered by a Kiosk are interactive: (a) 311; (b) Get Around; (c) Photo Booth; and (d)
Portugues (/documents/pt/privacy-policy) Française (/documents/fr/privacy-policy)
Survey Says. To access these interactive features, the Kiosk will prompt you to scan a QR code with your
Italiana (/documents/it/privacy-policy) 日本人 (/documents/ja/privacy-policy)
mobile device. The QR code will only prompt you to scan the QR code with your mobile device to the applications. If your mobile
한국어 (/documents/ko/privacy-policy) Deutsch (/documents/de/privacy-policy)
device is not capable of accessing the applications by scanning the QR code, you may access these

features by providing the information requested by the Kiosk, some of which may personally identify you. The Kiosk will only ask you for information that is necessary to perform the service you request based on the interactive feature you select. Additionally, the Kiosk will only store this information long enough to perform that service, and during that time, we will not share, sell or otherwise disclose this information to any third parties, subject to any features operated by a Third-Party Partner, as described in the following paragraph. After that, the information will no longer be retained by the Kiosk or IKE.

The following interactive features of the Kiosk platform are operated or provided by, incorporate the API(s) of, or otherwise require communication or coordination with third parties (a "Third Party Partner"), and in choosing to engage these features, you agree that we can provide the information you give to a Kiosk, including any information that may personally identify you, to that Third Party Partner: (a) 311; (b) Get Around; and (c) Photo Booth. By way of example, the 311 feature enables you to send a message to the city and receive updates on the status of your message. When engaging the 311 feature, it will not only ask you for your email address but will also provide your email address to the city so that you can receive the updates you requested. We will always disclose whether an interactive feature is operated by a Third-Party Partner, and this disclosure will appear prominently on the screen when you select one of these features. With respect to any feature operated by a Third-Party Partner, the Kiosk will only store the information you provide long enough to perform the service you request. After that, the information will no longer be retained by the Kiosk or IKE, but it may continue to be retained by the Third-Party Partner. We will only share this information with the Third-Party Partner, and we will not share, sell or otherwise disclose this information to any other third parties. We do not exercise control over our Third-Party Partners, and you will be subject to their policies and terms and conditions when you engage with any feature operated by a Third-Party Partner. For this reason, we recommend that you review their policies and terms and conditions prior to engaging with any feature operated by a Third-Party Partner.

OTHER SERVICES

WIFI Service

Each Kiosk may be equipped to provide Wi-Fi service to personal devices able to receive a wireless Wi-Fi signal that are located within close proximity to the Kiosk. We engage with Third Party Partners to enable us to provide the Wi-Fi service to you. If your personal device has Wi-Fi turned on, your personal device may share certain technical information with the internet service provider across the Wi-Fi signal. The technical information is available to us only for twelve (12) months, after which it is deleted and no longer available to us. We do not store your browser history or track the websites you visit.

Environmental Sensors

Each Kiosk may have environmental sensors that are able to collect data about the environment near a Kiosk, such as air quality. The environmental sensors do not collect any data from or about you. We will share this data without restriction to the city, our local partners and our technology partners or any other party as we reasonably deem necessary.

Camera

Each Kiosk may be equipped with one or more cameras. The cameras capture images of the area surrounding the Kiosk, and those images may include you. We will not keep any footage captured by any camera for longer than 15 days, unless the footage is necessary to investigate an incident. Furthermore, we will not use or disclose data collected by our cameras except to improve the functionality and ensure the security of the Kiosks, as necessary to address illegal activity on, associated with or perpetrated against the Kiosks or in the surrounding area, or if we believe the disclosure is required by law or in the interest of public safety. We will not use facial recognition technology.

DISCLOSURE OF INFORMATION

In addition to the disclosures we have identified elsewhere in this policy, we may also disclose any and all information collected by us or that you provide to us via a Kiosk as described in this policy to our parents, subsidiaries and affiliates, and/or any entity who acquires, by any means, some or all of the assets or ownership interests of IKE Smart City, LLC.

DATA SECURITY

We have implemented measures designed to secure any information you provide to us via a Kiosk from accidental loss and from unauthorized access, use, alteration and disclosure. Although we do our best to protect your information, we cannot guarantee the security of the information you provide to us via a Kiosk.

CHILDREN

The Kiosks are not intended to be used by children under the age of 13 nor do we knowingly or intentionally collect personal information from children under the age of 13. If you are under the age of 13, you are not permitted to submit any personally identifiable information to us. We adhere to the Children's Online Privacy Protection Act in our operation of the Kiosks.

PRIVACY POLICY CHANGES

We may update this Privacy Policy from time to time to reflect changes in applicable law. Because any personal information you provide to us is not stored or maintained in databases owned or created by us, we will be unable to notify you as and when this Privacy Policy is updated. Therefore, we encourage you to visit this Privacy Policy page periodically to view any updates.

Last Updated: January 16, 2020

STATE SPECIFIC REGULATIONS

California: For more information regarding the rights entitled to California residents under the California Consumer Privacy Act, [click here](#).

CONTACT INFORMATION

To ask question or provide comments about this policy and our privacy practices, contact us at:

250 N Hartford Ave
Columbus, Ohio 43222

614.294.4898

privacy@ikesmartcity.com (mailto:privacy@ikesmartcity.com)

Rights Under the California Consumer Privacy Act

GENERAL

The California Consumer Privacy Act (“CCPA”) provides California residents with specific rights regarding their personal information. This section describes the information collected from you, describes your CCPA rights as they pertain to your use and access to a Kiosk, and explains how to exercise those rights.

The CCPA defines “Personal Information” as information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular user or device. By using a Kiosk, you agree to give certain Personal Information to IKE. IKE has not sold any Personal Information to third parties in the past 12 months. IKE will not sell any of your Personal Information.

CATEGORIES OF PERSONAL INFORMATION COLLECTED BY IKE

IKE has disclosed, but not sold, the following categories of Personal Information from its users to its Third-Party Partners within the last twelve (12) months:

- **Identifiers** such as an internet protocol address, a media access control address, device name, phone numbers, email addresses, or other similar identifiers. These are collected by the Wi-Fi service provider and directly from the user. These are collected for the business purpose of providing Wi-Fi service and other related services.
- **Usage data** being the non-anonymized information on the user’s interaction with and use of the Kiosk. This is collected directly from the user when the user engages the Kiosk. This is collected for the business purpose of testing or improving the Kiosk features.

- **Geolocation data** being the user's general physical location. This is collected directly from the user. This is collected for the business purpose of testing or improving the Kiosk features.
- **Biometric information** limited to user's face captured on the Kiosk's camera. This is collected directly from the user when the camera is activated by the user. This is collected for the business purposes of performing services.

CATEGORIES OF PERSONAL INFORMATION DISCLOSED TO THIRD PARTIES

IKE has disclosed, but not sold, the following categories of Personal Information from its users to its Third-Party Partners within the last twelve (12) months:

- **Identifiers** such as an internet protocol address, a media access control address, device name, phone numbers, email addresses, or other similar identifiers. These are collected by the Wi-Fi service provider and directly from the user. These are collected for the business purpose of providing Wi-Fi service and other related services.
- **Usage data** being the non-anonymized information on the user's interaction with and use of the Kiosk. This is collected directly from the user when the user engages the Kiosk. This is collected for the business purpose of testing or improving the Kiosk features.
- **Geolocation data** being the user's general physical location. This is collected directly from the user. This is collected for the business purpose of testing or improving the Kiosk features.
- **Biometric information** limited to user's face captured on the Kiosk's camera. This is collected directly from the user when the camera is activated by the user. This is collected for the business purposes of performing services.

RIGHT TO KNOW ABOUT YOUR PERSONAL INFORMATION COLLECTED OR DISCLOSED

You have the right to make a verifiable user request that IKE disclose certain information to you about our collection and use of your Personal Information over the past twelve (12) months. Once we receive and confirm your verifiable user request (see *Exercising Access and Deletion Rights*), we will disclose to you:

- The categories of Personal Information we collected about you.
- The categories of sources for the Personal Information we collected about you.
- Our business or commercial purpose for collecting or selling that Personal Information.
- The categories of third parties with whom we share that Personal Information.
- The specific pieces of Personal Information we collected about you.

RIGHT TO REQUEST DELETION OF PERSONAL INFORMATION

You have the right to make a verifiable consumer request that IKE delete your Personal Information that we have collected or maintained over the past twelve (12) months.

EXERCISING ACCESS AND DELETION RIGHTS

To exercise the access and deletion rights described above, please submit a verifiable consumer request to us by either:

- Calling us at 614.294.4898; OR
- Submitting a request by emailing us at privacy@ikesmartcity.com (mailto:privacy@ikesmartcity.com)

Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your Personal Information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access twice within a twelve (12) month period. All verifiable consumer requests must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected Personal Information or an authorized representative; AND
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with Personal Information if we cannot verify your identity or authority to make the request and confirm the Personal Information relates to you. We will only use Personal Information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request. We may retain some categories of your Personal Information for shorter periods of time than other categories. Therefore, we may not be able to provide the Personal Information you request if we no longer retain it. Please see the section of this Privacy Policy titled "User Information Collected by a Kiosk" for details on how long information is retained by us.

RIGHT TO NON-DISCRIMINATION

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; OR
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Please note that the mere nature of certain features and services from the Kiosk require personal information in order to be used. By refusing to provide certain Personal Information, you may not be able to utilize all features offered by the Kiosk.

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EXHIBIT C

September 6, 2022

Terms of Service

This Agreement was last revised on September 6, 2022, and was first made effective on December 4, 2010.

Welcome to Getaround.com, a peer-to-peer vehicle car sharing marketplace web site and online service provided by Getaround, Inc. ("Getaround®", "we," or "us"). This Terms of Service Agreement ("Agreement") describes the terms and conditions that govern your use of and participation in Getaround services. Getaround services include our web site, web widgets, feeds, mobile device software applications (the "Getaround Software"), applications for third-party web sites and services, and any other mobile or online services and/or applications owned, controlled, or offered by Getaround (collectively the "Service"). By accessing or using the Service, you signify that you have read, understood, and agree to be bound by this Agreement and to the collection and use of your information as set forth in the [Privacy Policy](#), whether or not you are a registered user of our Service. This Agreement applies to all visitors, users, and others who access the Service ("Users").

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. YOU UNDERSTAND AND AGREE THAT GETAROUND IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN GUESTS AND HOSTS, NOR IS GETAROUND A TRANSPORTATION SERVICE, AGENT, OR INSURER. GETAROUND HAS NO CONTROL OVER THE CONDUCT OF GUESTS OR HOSTS AND OTHER USERS OF THE SERVICE AND DISCLAIMS ALL LIABILITY IN THIS REGARD. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.



We may, in our sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement, we will update the last modified date at the top of this page. If there are material changes to this Agreement, we will notify you either by prominently posting a notice of such changes prior to implementing the change or by directly sending you a notification. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Service.

Use of Our Service

Eligibility

This Service is intended solely for licensed drivers nineteen (19) years of age or older, or the minimum age required in the market where the Service is intended to be used (whichever age is higher), and any registration, use, or access to the Service by anyone under the required minimum age is strictly prohibited and in violation of this Agreement. The Service is not available to any Users previously removed from the Service by Getaround, unless Getaround has given you written notice of reinstatement. All Users must pass our **Eligibility Requirements** and must provide all necessary and complete documentation for determining eligibility throughout your use of the Service, as may be determined and requested by Getaround in its sole discretion. You acknowledge and agree that Getaround may change its Eligibility Requirements at any time and for any reason.

Getaround Accounts

Parts of our Service requires that you open a user account ("Account"). In order to reserve a vehicle from another User on Getaround, you will need to apply for a "Guest" Account. In order to share your vehicle with another User on Getaround, you will need to apply for a "Host" Account.



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As used in this Agreement, "Guest" shall mean any User that establishes a "Guest" Account, which would allow such User to reserve a vehicle through or via the Service.

By applying for a Guest or Host Account, you give us permission to disclose the information you provide on your application to third parties for verification purposes and to obtain additional information about you. Getaround may accept or reject Guest or Host Account applications, in our sole discretion, for any reason. If you are accepted for a Guest and/or Host Account, you acknowledge and agree to abide by this Agreement and the Vehicle Eligibility Requirements which are applicable to your particular type of Account.

Users with a Guest or Host Account are collectively referred to in this Agreement as "Members." Your Member Account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. Each transaction in which a Guest reserves a vehicle from a Host via the Service is referred to in this Agreement as a "Reservation."

Unless you are creating a Business Account, you acknowledge and agree as follows:

1. Your Member Account is for your personal use only.
2. You may not use another Member's Account, permit anyone else to use your Member Account, or assign or otherwise transfer your Member Account to any other person or entity.

When applying for and creating your Account, you must provide accurate and complete information and keep such information updated and accurate throughout the term of this Agreement. You are solely responsible for the activity that occurs on your Account, and you must keep your Account password secure. You must notify Getaround immediately of any breach of security or unauthorized use of your Account. Getaround will not be liable for any losses caused by any unauthorized use of your Account.

You may control your Member profile and how you interact with the Service by changing the options in your Settings page. By providing Getaround your email address, you consent to our using of the email address to send you Service-related



AND PROVIDING YOUR PHONE NUMBER, YOU AGREE TO RECEIVE TEXT MESSAGES FROM US. We may also use your email address and/or cell phone number to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such messages, you may opt out or change your preferences on your Settings page. Opting out may prevent you from receiving messages regarding updates, improvements, or offers.

Service Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the Getaround servers than a human can reasonably produce in the same period of time using a conventional online web browser, except that Getaround grants the operators of public search engines revocable permission to use spiders to copy materials from Getaround.com for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials but not caches or archives of such materials; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including Account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, or hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or restrict access to the Service,



permit your access to the Service without notice and liability for any reason, including if, in Getaround's sole determination, you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement. All aspects of the Service are subject to change or elimination at Getaround's sole discretion. Getaround reserves the right to interrupt the Service with or without prior notice for any reason or no reason. You agree that Getaround will not be liable to you for any interruption of the Service, delay, or failure to perform.

While using the Service, you may receive information disclosed by us that would, under the circumstances of such disclosure, appear to a reasonable person to be confidential or proprietary ("Confidential Information"). You may not use any of our Confidential Information for your own use or for any purpose other than to carry out discussions concerning, and the undertaking of, your use of and participation in the Service (the "Relationship"). You shall not disclose or permit disclosure of any Confidential Information to third parties or to your employees (if any), other than your directors, officers, employees, and consultants who are required to have the information in order to carry out the discussions regarding the Relationship. You shall take reasonable measures to protect the secrecy of and avoid disclosure or use of our Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include the degree of care that you use to protect your own confidential information of a similar nature. You shall immediately notify us of any misuse, misappropriation or unauthorized disclosure of our Confidential Information that may come to Recipient's attention.

Policies and Procedures; Reservation Confirmations; Feedback

If you are a Host, you agree to our [Host Policy](#) and [Parking Policy](#), incorporated herein by reference. If you are a Host, by accessing or using the Service, you signify that you have read, understood, and agree to be bound by the [Host Policy](#). If you are a Guest, you agree to our [Guest Policy](#) incorporated herein by reference. If you are a Guest, by accessing or using the Service, you signify that you have read, understood, and agree



Getaround Connect® device, your use of the Services are subject to, in addition to these Terms, the **Connect Terms and Conditions** (the "Connect Terms") incorporated herein by reference.

Additionally, as a Host, you represent and warrant that (i) you own or have all the necessary rights, consents, and authority to permit the vehicle you submit to be used as contemplated by the Service; and (ii) the use of the vehicle you submit as contemplated herein will not violate any rights of a third party or any agreement with respect to such vehicle, including any leasing or financing agreement.

As a Host, you may utilize an agent(s) ("Manager") to satisfy your obligations under this Agreement and the **Host Policy**, which may include (but is not limited to) managing a Car to be reserved through or via the Service, provided that : (a) you and the Manager have a valid, written agreement ("Management Agreement") under which the Manager agrees to abide by all of the terms and conditions of this Agreement with respect to the activities it is performing under the Management Agreement; and (b) the Management Agreement expressly states that you and the Manager acknowledge and agree that Getaround may hold you and the Manager jointly and severally liable for any breach of this Agreement by you or the Manager.

If you are entering this Agreement in your capacity as the manager of one or more Cars owned by another person or entity, then you represent and warrant that: (a) you have all necessary authority to enter into this Agreement on behalf of the Host of the Car(s) and to bind such Host to the terms and conditions of this Agreement; (b) you have a valid, written Management Agreement with Host; and (c) the Management Agreement expressly states that you and such Host acknowledge and agree that Getaround may hold you and such Host jointly and severally liable for any breach of this Agreement by you or the Host of the Car(s).

When you use the Service to transact a Reservation, the Service will present you with a page confirming the details of the Reservation (the "Reservation Confirmation"). By clicking "I Agree" (or any other means of acceptance presented by the Service), you agree to the terms of that Reservation, and the Reservation Confirmation becomes part of this Agreement.



Getaround US Non-discrimination Policy

Getaround has a zero-tolerance policy for discrimination of any kind, and complies with all applicable federal, state, and local non-discrimination laws. By listing your Car with Getaround as a Host, or by reserving with Getaround as a Guest, you agree to comply with the following policy:

Neither Hosts nor Guests may make any statement that discourages or indicates a preference for or against any other member of the Getaround community on account of actual or perceived race, color, ethnicity, religious belief, practice, or affiliation, age, national origin, residence or geographic location, ancestry, sexual orientation, gender, military service, familial status, disability, gender identity, genetic predisposition, or marital/parental status (collectively, a person's "**Protected Characteristics**").

Getaround Hosts may not cancel reservations based on the actual or perceived Protected Characteristics of any Guest; **may not impose different terms or conditions** based on the actual or perceived Protected Characteristics of any Guest; **and may not publish any listing that discourages or indicates a preference for or against any Guest** based on their actual or perceived Protected Characteristics.

New York State

NOTICE: **New York State Law** prohibits the following practices by peer-to-peer car sharing program administrators based upon race, color, ethnic origin, religion, disability, sex, marital status, residence or geographic location, income, sexual orientation, genetic predisposition or age: (1) refusal to allow participation in a peer-to-peer car sharing program; and (2) the imposition of any additional charge (except in certain instances where the shared vehicle driver is under the age of 25). In addition, it is unlawful for any peer-to-peer car sharing program administrator to refuse to allow participation in the program to any person solely on the requirement of ownership of a credit card.

To report a possible violation of this policy or an applicable law, please **contact our Trust & Safety team**. If we determine that a violation of our policy or an applicable



USER CONTENT

Some areas of the Service may allow Users to post feedback, comments, questions, and other content or information (any such materials a User submits, posts, displays, or otherwise makes available on the Service is referred to as "User Content"). You retain ownership of your User Content. You are solely responsible for the User Content that you upload, publish, display, link to, or otherwise make available on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand that Getaround does not guarantee any confidentiality with respect to any User Content.

You agree not to post User Content, or take any actions on or through the Service, that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details, or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current. You agree that any User Content that you post does not and will not violate third-party rights of any kind, including, without limitation, any Intellectual Property Rights (as defined below), rights of publicity and privacy. Getaround reserves the right, but is not obligated, to reject and/or remove any User Content that Getaround believes, in its sole discretion, violates these provisions. You understand that publishing your User Content on the Service is not a substitute for registering it with



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.

Getaround takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts or sends over the Service. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Service is solely your responsibility. Getaround is not responsible for any public display or misuse of your User Content. You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, objectionable, or inappropriate for children, and you agree that Getaround shall not be liable for any damages you allege to incur as a result of such User Content.

Other Users; No Endorsement

While we may take actions to verify User identities and descriptions and information regarding vehicles available via the Service, Getaround does not endorse any Users or their background, any User Content, vehicle, or Reservations. You are solely responsible for your interactions with other Getaround Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Getaround shall have no liability for your interactions with other Users, or for any Users' action or inaction, with respect to Reservations or the Service. You acknowledge that Getaround does not offer transportation services. Instead, the Service allows Guests and Hosts to transact Reservations directly with each other. While we may help facilitate successful transactions and the resolution of disputes, we do not guarantee the quality, safety, truth, or accuracy of Reservations, User Content, or other services or transactions available via the Service.

By using the Service, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Users or other third parties will be limited to



and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes or your use of the Service. If you are a California resident, you waive California Civil Code 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

PLEASE NOTE THAT, AS STATED ABOVE, THE SERVICE IS INTENDED TO BE USED TO FACILITATE RESERVATIONS. GETAROUND CANNOT AND DOES NOT CONTROL THE USER CONTENT CONTAINED IN ANY RESERVATION, THE CONDITIONS OF ANY VEHICLES PROVIDED THROUGH THE SERVICE, THE BEHAVIOR OF ANY USER, OR THE ACTIONS OF ANY USER. GETAROUND IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL RESERVATIONS AND USER CONTENT. ACCORDINGLY, ANY RESERVATIONS MADE BY A USER, GUEST, AND/OR HOST WILL BE MADE AT THE USER, GUEST, AND/OR HOST'S OWN RISK.

User Content License Grant

You retain all your ownership rights in your User Content. By posting any User Content on the Service, you expressly grant, and you represent and warrant that you have a right to grant, to Getaround a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media, or technology, whether now known or hereafter developed, for use in connection with Getaround's (and its successors and affiliates) business. You also hereby grant each User of the Service a non-exclusive license to access your User Content through the Service and to use, reproduce, distribute, display, and perform such User Content as permitted through the functionality of the Service and under this Agreement.

End User Licenses



personal, noncommercial use only. Getaround reserves all rights not expressly granted herein in the Service and the Getaround Content (as defined below). Getaround may terminate this license at any time for any reason or no reason.

Getaround Software

To use the Getaround Software you must have a mobile device that is compatible with the Getaround Service. Getaround does not warrant that the Getaround Software and/or Getaround Service will be compatible with your mobile device.

License Grant

Getaround hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Getaround Software for one Getaround Member Account on one mobile device owned or leased solely by you, for your personal use.

Restrictions

You may not: (i) modify, disassemble, decompile, or reverse engineer the Getaround Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the Getaround Software to any third party or use the Getaround Software to provide time sharing or similar services for any third party; (iii) make any copies of the Getaround Software; (iv) remove, circumvent, disable, damage, or otherwise interfere with security-related features of the Getaround Software, features that prevent or restrict use or copying of any content accessible through the Getaround Software, or features that enforce limitations on use of the Getaround Software; or (v) delete the copyright and other proprietary rights notices on the Getaround Software.

Software Upgrades

You acknowledge that Getaround may from time to time issue upgraded versions of the Getaround Software and may automatically electronically upgrade the version of the Getaround Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and your continued use of the Getaround



Any third-party code that may be incorporated in the Getaround Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code.

Rights Reserved

The foregoing license grant is not a sale of the Getaround Software or any copy thereof, and Getaround or its third party partners or suppliers retain all right, title, and interest in the Getaround Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in this Agreement, is void. Getaround reserves all rights not expressly granted under this Agreement.

Government End Users

If the Getaround Software is being acquired on behalf of the United States Government, then the following provision applies. Use, duplication, or disclosure of the Getaround Software by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c) (1) (ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable.

Export Control

The Getaround Software originates in the United States and is subject to United States export laws and regulations. The Getaround Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Getaround Software may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Getaround Software and the Getaround Service.

Getaround Software from iTunes



must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software. In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the iTunes-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to Getaround as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the iTunes-Sourced Software or your possession and/or use of the iTunes-Sourced Software, including but not limited to: (i) product liability claims; (ii) any claim that the iTunes-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to Getaround as provider of the software. You acknowledge that, in the event of any third party claim that the iTunes-Sourced Software or your possession and use of that iTunes-Sourced Software infringes that third party's intellectual property rights, Getaround, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and Getaround acknowledge and agree that Apple, and Apples subsidiaries, are third party beneficiaries of this Agreement as relates to your license of the iTunes-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the iTunes-Sourced Software against you as a third party beneficiary thereof.

Getaround Software from Google

The following applies to any Mobile Software you acquire from the Google Play Store ("Google-Sourced Software"): (i) you acknowledge that the Agreement is between you and Getaround only and not with Google, Inc. ("Google"); (ii) your use of Google-



to Google-Sourced Software or this Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to this Agreement as it relates to Getaround's Google-Sourced Software.

Our Proprietary Rights

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content (the "Getaround Content"), and all Intellectual Property Rights related thereto, are the exclusive property of Getaround and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any materials or content accessible on the Service. Use of the Getaround Content or materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited, and without restriction and will not place Getaround under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Getaround does not waive any rights to use similar or related ideas previously known to Getaround, or developed by its employees, or obtained from sources other than you.

Fees; Billing; Payments

Fee Schedule and Billing Policies



discretion. All fees and charges for your use of the Service are non-refundable, except as may be expressly stated in the Fee and Commission Schedule.

Payments

If you are a Guest, the total price you will be charged for your use of a car as part of the Service consists of: 1) the initial reservation price, 2) the cost of any trip extensions, 3) any **Standard Fees** applicable to your trip, and 4) any applicable taxes. A percentage of the initial reservation price and trip extensions is paid to Hosts, which Getaround collects on behalf of Hosts as limited agent of Hosts, as further specified in our **Fee and Commission Schedule**. The remaining percentage of the initial reservation price and trip extensions is paid directly to Getaround by the Guest for facilitating trips and providing the Services.

If you are a Host, you hereby appoint Getaround as your payment collection agent solely for the limited purpose of accepting funds from a Guest on your behalf in connection with a Reservation. Payment from Getaround shall be considered the same as payment made directly to you by the Guest, and you will provide the Reservation to the Guest in accordance with your agreement to do so as if you received the payment directly from the Guest. Upon the Guest's payment of the funds to Getaround, the Guest's payment obligation to you for the agreed upon amount is terminated, and Getaround is instead responsible for remitting the funds to you in the manner described in this Agreement. You have recourse against only Getaround if it fails to remit funds received from a Guest pursuant to the Guest's obligations to you.

If you are a Host, you understand, acknowledge, and agree that Getaround may set the Reservation fee for your car. Getaround will adjudicate the Reservation fee on your behalf, which means processing the Guest's credit card, retaining a commission as set forth in our **Fee and Commission Schedule** and remitting such funds to you as provided in this section. Getaround will remit payments due to you hereunder no later than thirty (30) days after the end of each calendar month in which the applicable fees are received. Payment shall be in the form you select when you register for the Service, or subsequently updated as permitted by the Service. Payments shall only be made in those months in which the amount due to you totals at least \$100.00. Unpaid



investigation of such breach. To ensure proper payment, you are solely responsible for providing and maintaining accurate contact and payment information associated with your Account, which includes, without limitation, applicable tax information. If we believe that we are obligated to obtain tax information and you do not provide this information to us after we have requested it, we may withhold your payments until you provide this information or otherwise satisfy us that you are not a person or entity from whom we are required to obtain tax information. Any bank fees related to returned or cancelled checks due to a contact or payment information error or omission may be deducted from the newly issued payment. You agree to pay all applicable taxes or charges imposed by any government entity in connection with your participation in the Service. If you dispute any payment made hereunder, you must notify Getaround in writing within thirty (30) days of any such payment; failure to so notify Getaround shall result in the waiver by you of any claim relating to any such disputed payment. Payment shall be calculated solely based on records maintained by Getaround. No other measurements or statistics of any kind shall be accepted by Getaround or have any effect under this Agreement.

Collections

In addition to the amount due, delinquent Accounts and/or chargebacks will be charged with fees and/or charges that are incidental to the collection of delinquent Accounts and/or chargebacks including, but not limited to collection fees and/or convenience fees and/or other third parties charges. If we need to contact you to service your account or to collect amounts you owe, you authorize us and our subcontractors, including debt collection agencies, to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. You consent to be contacted in any way, such as calling, texting, emailing, sending mobile application push notifications, or using any other method of communication permitted by law and to contact you on a mobile, wireless, or similar device, even if you are charged for it. You consent to be contacted using an automated dialer or prerecorded messages. You certify that any email address you provide is a personal email address and not a work email address. If you change your email address, phone number, home address, it is your obligation to update us.



safeguard your information. You understand that by using the Service, you are consenting to the collection, use, and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy, and to have your personally identifiable information collected, used, transferred to, and processed in the United States.

Security

We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

SMS Host Alerts

When you opt-in to the service, we will send you an SMS message to confirm your signup.

You can cancel the SMS service at any time. Just text "**STOP**" to 438276. After you send the SMS message "**STOP**" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.

If at any time you forget what keywords are supported, just text "**HELP**" to 438276. After you send the SMS message "**HELP**" to us, we will respond with instructions on how to use our service as well as how to unsubscribe.

As always, message and data rates may apply for any messages sent to you from us and to us from you. While every Reservation may be different, we estimate that you will receive 3-4 messages per Reservation. If you have any questions about your text



DMCA Notice

Since we respect artist and content owner rights, it is Getaround's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Getaround's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit Getaround to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice Getaround, Inc.

Address: 55 Green Street San Francisco, CA 94111, USA

Fax: 650-362-2194

Email: copyright@getaround.com



Please note that this procedure is exclusively for notifying Getaround and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Getaround's rights and obligations under the DMCA, including 17 U.S.C. 512(c) but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Getaround has adopted a policy of terminating, in appropriate circumstances and at Getaround's sole discretion, members who are deemed to be repeat infringers. Getaround may also at its sole discretion limit access to the Service and/or terminate the Accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Additional Representations and Warranties

In addition to the other representations and warranties in this Agreement, you affirm, represent and warrant that:

1. You are at least 19 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement; you are a United States resident; and you have not previously been removed from the Service unless you have a currently valid notice of reinstatement from Getaround.
2. If you are a Host, to the best of your knowledge and belief, any vehicle you offer for Reservations hereunder is in sound and safe condition and free of any known faults or defects that would affect its safe operation under normal use and conforms with the Vehicle Eligibility Requirements as stated in the **Eligibility Requirements**.
3. If you are a Host, you carry at least the minimum automobile liability insurance required by law.



coverage of \$50,000 per person and \$100,000 per accident, including a minimum of \$30,000 in property damage liability coverage, or higher limits as may be required by applicable law. Getaround, Inc. must be listed as an additional named insured on your policy, and you must ensure that coverage is active and uninterrupted for the duration of your vehicle's listing on Getaround, as further described in our **Insurance Statement** incorporated herein by reference.

5. If you are a Guest, you agree to inform Getaround of any changes in your driving record including but not limited to any driving "incidents or any Major Violations" (as defined by the **Eligibility Requirements**).
6. Your User Content and Getaround's use thereof as contemplated by this Agreement and the Service will not infringe any rights of any third party, including but not limited to any Intellectual Property Rights, privacy rights, and rights of publicity.
7. To the best of your knowledge, all your User Content and other information that you provide to us is truthful and accurate.

Third-Party Links

The Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Getaround. Getaround does not endorse any such sites or the information, materials, products, or services contained on or accessible through such sites. Getaround has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or services. If you access a third party website from the Service, you do so at your own risk, and you understand that this Agreement and Getaround's Privacy Policy do not apply to your use of such sites. You expressly relieve Getaround from any and all liability arising from your use of any third-party website or services or third party owned content. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Getaround shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.



You agree to defend, indemnify, and hold harmless Getaround and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including, without limitation, your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including, without limitation, any right of privacy, publicity rights or Intellectual Property Rights; (iv) your violation of any law, rule, or regulation of the United States or any other country; (v) any claim or damages that arise as a result of any of your User Content or any that is submitted via your Account; or (vi) any other party's access and use of the Service with your unique username, password, or other appropriate security code.

If a claim is brought against us that is subject to indemnification by you, we will notify you in writing of such claim, allow you to defend or settle the claim with legal counsel reasonably acceptable to us, and provide you with reasonable cooperation (at your expense) in your defense or settlement of the claim. We will have the right, at our option and expense, to participate in the defense or settlement of any claim, either directly or through counsel of our choosing. You will not have the right to settle any claim without our prior written consent, which consent will not be unreasonably withheld.

Insurance

Getaround maintains insurance that provides certain coverage to Guests for Reservations transacted through the Service, as further described in our [Insurance Statement](#) (the "Getaround Insurance"), with the exception of Reservations for vehicles listed by Commercial Hosts. In the event that a Reservation in which you participate as a Guest results in a claim covered by the Getaround Insurance, Getaround will make reasonable efforts to assist you in submitting a claim. Getaround



communications electronically.

For cars registered or shared in New York by Commercial Hosts, Getaround requires such Commercial Hosts to purchase and maintain New York Policies applicable to such cars. In the event that a Reservation in which you participate as a Guest results in a claim covered by a New York Policy, Getaround will make reasonable efforts to assist you in submitting a claim. Getaround does not guarantee the results of any claim submitted for coverage under any New York Policy. In addition, you agree that all insurance-related communications will be conducted electronically. Please read the Electronic Business Consent, which provides further details regarding your agreement to receive all insurance-related communications electronically.

No Warranty

IF YOU CHOOSE TO USE THE SERVICE AND/OR PARTICIPATE IN A RESERVATION, YOU DO SO AT YOUR OWN RISK. YOU ACKNOWLEDGE AND AGREE THAT GETAROUND MAY NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ANY USER, INCLUDING BUT NOT LIMITED TO GUESTS AND HOSTS. THE SERVICE AND ANY CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GETAROUND OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, GETAROUND, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE GETAROUND CONTENT IS ACCURATE, RELIABLE, OR CORRECT; THAT THE SERVICE OR ANY RESERVATION WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS FROM YOUR USE OF THE SERVICE.



THAT GETAROUND DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICE AND GETAROUND IS NOT RESPONSIBLE FOR THE ACTION OF USERS OF THE SERVICE.

GETAROUND DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE GETAROUND SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND GETAROUND WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

Limitation of Liability

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 14 (INSURANCE), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GETAROUND, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE, INCLUDING WITHOUT LIMITATION ANY RESERVATION. UNDER NO CIRCUMSTANCES WILL GETAROUND BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GETAROUND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS, AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR



CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL GETAROUND, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN AN AMOUNT EXCEEDING THE GREATER OF EITHER (a) THE AMOUNTS PAID BY GETAROUND TO YOU IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY OR (b) ONE HUNDRED DOLLARS (\$100). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN GETAROUND AND YOU.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF GETAROUND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

The Service is controlled and operated from its facilities in the United States.

Getaround makes no representations that the Service is appropriate for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.



transferred or assigned by you, but may be assigned by Getaround without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

General

Termination

You may terminate your participation in the Service at any time, for any reason, upon receipt by us of your written or email notice of termination. We may terminate your participation in the Service at any time, for any reason or no reason, without explanation. We maintain sole discretion to bar your use of the Service in the future, for any reason that we determine or for no reason. This Agreement will remain in effect after your participation in the Service terminates.

Governing Law

You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Getaround, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of a state court located in Santa Clara County, California or the United States District Court for the Northern District of California, for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that the City and County of San Francisco, California is the proper forum for any



READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM COMPANY. For any dispute with Getaround, you agree to first contact us and attempt to resolve the dispute with us informally. In the unlikely event that Getaround has not been able to resolve a dispute it has with you after attempting to do so informally, we each agree to resolve any claim, dispute, or controversy (excluding any Getaround claims for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration. Claims with disputed amounts of up to (and including) \$25,000 shall be arbitrated by **FairClaims, Inc.** ("FairClaims") under the **Rules & Procedures** then in effect for FairClaims, except as provided herein. Claims with disputed amounts of greater than \$25,000 shall be arbitrated by the American Arbitration Association ("AAA") in City and County of San Francisco, California under the commercial rules then in effect for the AAA, except as provided herein. If you initiate a Claim against Getaround, you agree to pay half of any filing fee(s) applicable to such Claim. If Getaround initiates a claim against you, Getaround shall pay all of the filing fee(s) applicable to such Claim. The filing fee(s) applicable to any Claim shall be paid in full prior to the scheduling of the hearing for such Claim. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Getaround from seeking injunctive or other equitable relief from the courts as necessary to protect any of Getaround's proprietary interests.

Class Action/Jury Trial Waiver

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL, OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE



KIND.

Notification Procedures

Getaround may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our website, as determined by Getaround in our sole discretion. Getaround reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. Getaround is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We recommend that you add info@getaround.com to your email address book to help ensure you receive email notifications from us.

Entire Agreement/Severability

This Agreement, together with all amendments, all documents referenced in this Agreement, and any other legal notices and agreements published by Getaround via the Service, shall constitute the entire agreement between you and Getaround concerning the Service. If a court of competent jurisdiction deems any provision of this Agreement invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

No Waiver

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Getaround's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

Claims

You and Getaround agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.



If you are a California resident, (a) you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information; and (b) in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254

Getaround's Drive With Uber Partner Policy

This policy applies to your use of the Service as a Drive With Uber Partner ("DWU Partner"). By using the Service as a DWU Partner, you agree to the provisions outlined in this policy (the "DWU Policy"), our [Terms of Service](#), and all supporting policies referenced therein, including (as may be relevant) our [Guest Policy](#), [Eligibility Requirements](#), [Fee and Commission Schedule](#), and [Privacy Policy](#). Capitalized terms not defined herein have the meanings given in our Terms of Service and supporting policies. Topics not explicitly addressed in this DWU Policy are addressed in our Terms of Service and supporting policies. In the event of a conflict between this DWU Policy and our Terms of Service or supporting policies, the DWU Policy shall govern with respect to your use of the Service as a DWU Partner.

The Drive With Uber Program

Getaround's Drive With Uber Program (the "Program") is provided by Getaround to eligible Uber driver-partners so they may reserve vehicles to provide passenger transportation services or food delivery services to third parties while using the apps sourced by Uber Technologies, Inc. or its subsidiaries (collectively, "Uber"). An individual's participation in the Program is subject to initial and ongoing approval by both Getaround and Uber (as further described below).

DWU Partner Eligibility Requirements



2. You must have a valid U.S. driver's license.
3. You must have been licensed to drive in the U.S. for at least 1 year (if age 23 or older), or at least 3 years (if under the age of 23).
4. You must not have committed any major driving violations within the past 3 years.
5. You must not have committed any alcohol or drug-related violations within the past 7 years.
6. You must not have committed more than 2 violations or accidents of any degree within the past 3 years.

Note that the Partner Eligibility Requirements are prerequisites to initial and ongoing eligibility as a DWU Partner, and not a guarantee of such eligibility. The Partner Eligibility Requirements are separate from (and supplemental to) any requirements by Uber regarding use of its app, in addition to any requirements set by Uber for you to accept requests from third parties for transportation services using the Uber app.

Insurance

The source of the auto liability insurance coverage provided in connection with the Program depends on whether you're available or waiting for a ride request, en route to pick up riders, or on an active trip with such riders. In the event you are involved in an accident while using the Getaround Service to participate in the Program, please contact both Getaround and Uber about the accident as soon as possible.

Notwithstanding the foregoing, the Damage Fee discussed in our [Insurance Policy](#) applies at all times during your use of the Service to participate in the Program.

Compliance With Applicable Laws

In addition to meeting the Partner Eligibility Requirements, you acknowledge and agree that at all times, you shall hold and maintain all licenses, permits, approvals and authority applicable to you that are necessary to operate DWU-Eligible Cars (defined below) as part of your participation in the Program. You acknowledge and agree that you may be subject to certain driving record checks and other forms of background checks, such as criminal record checks, from time to time in order to participate in the Program and use the Service. You acknowledge and agree that Getaround reserves the



Proper Care and Reservation Procedures

DWU Trips with DWU-Eligible Cars

Certain cars in the Service have been made available for use in the Program (collectively, "DWU-Eligible Cars"). DWU Partners using the Service to participate in the Program may only reserve DWU-Eligible Cars to do so. DWU-Eligible Cars are visible to DWU Partners by accessing the "Drive With Uber" section of the Getaround Software. DWU Partners may not reserve non-DWU-Eligible Cars to participate in the Program.

Program Use Only

DWU-Eligible Cars may be used only to participate in the Program ("Program Use"). They may not be used for any purpose besides participation in the Program, including without limitation the following:

- Provision of passenger transportation services or food delivery services to third parties using an app other than the Uber apps;
- Personal use beyond that which is strictly related to the provision of passenger transportation services pursuant to the Program; or
- Usage that violates any applicable laws, regulations, ordinances or the like.

DWU Partners who incur mileage in DWU-Eligible Cars that is not strictly related to Program Use will be charged the Mileage Fee as specified in Getaround's **Fee and Commission Schedule**.

Trip Price

The total price you will be charged for your use of a DWU-Eligible Car (the "Trip Price") consists of: 1) the initial reservation price; 2) the cost of any trip extensions; and 3) any **Standard Fees** applicable to the initial reservation or trip extensions. The initial reservation price, and the cost of any trip extensions, are based solely on the DWU-Eligible Car being used for the Program. The Trip Price is charged when the initial



Trip Parking

The parking spots occupied by DWU-Eligible Cars at their designated parking locations are reserved solely for DWU-Eligible Cars. Non-DWU-Eligible Cars may never occupy any parking spot reserved for Program Use, regardless of how long the occupancy lasts or the duration of any DWU Trip. The foregoing restriction includes (without limitation) the parking of DWU Partners' personal cars in spots reserved for Program Use. Non-DWU-Eligible Cars occupying such parking spots will be removed at their owners' expense, which may include towing, storage, and citation fees related to such removal.

Trip Extensions

Notwithstanding any communications or statements to the contrary, a DWU-Eligible Car may only be accessed, unlocked, used, driven, or otherwise operated (collectively, "Operated") by the DWU Partner who has reserved such DWU-Eligible Car, and only for so long as such DWU Partner's payment method can be successfully charged for the Trip Price of the DWU Trip (including any trip extensions). Any attempted or actual Operation of a DWU-Eligible Car in violation of the foregoing, or contrary to Program Use, regardless of whether a Return Request (defined below) has been submitted, will result in: 1) prevention of such DWU Partner's further Operation of the DWU-Eligible Car, with such DWU Partner responsible for all towing, impound, storage, citation, and recovery costs and fees necessary to ensure such prevention; and 2) permanent termination of such DWU Partner's Account with the Service. To the extent that any claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arise from your violation of this section (collectively, "Claims"), you agree to defend, indemnify, and hold harmless Getaround and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers, and directors harmless from such Claims.

DWU Weekly Trips

Certain DWU-Eligible Cars may be initially reserved in week-long increments. Such cars are referred to herein as Weekly Eligible Cars. DWU Trips reserved in week-long



Maximum").

Once a DWU Weekly Trip has commenced, it cannot be converted into a standard (hourly) DWU Trip. DWU Weekly Trips may only be extended in specific, predetermined increments, and only until the DWU Weekly Trip Maximum has been reached. Subject to applicable Return Requests (defined below), DWU Weekly Trips are not eligible for refunds or promotional credits attributable to unused time.

The DWU Weekly Trip Maximum shall include: 1) any trip extensions applied to the initial reservation as the result of a DWU Partner's continued Operation of a Weekly Eligible Car; and 2) any time period during which a Weekly Eligible Car has not yet been returned to its designated parking location, even if a trip extension has not been applied to such time period. Provided that a DWU Weekly Trip has not exceeded the DWU Weekly Trip Maximum, trip extensions may be applied to such DWU Weekly Trip (either by you or by Getaround, as necessary) until such DWU Weekly Trip Maximum has been reached or the Weekly Eligible Car has been returned to its designated parking location (as described in the profile of the Weekly Eligible Car), whichever occurs earlier.

Once the DWU Weekly Trip Maximum has been reached, if the Weekly Eligible Car has not been returned to its designated parking location, the DWU Partner who is Operating the Weekly Eligible Car pursuant to such DWU Weekly Trip must immediately return the Weekly Eligible Car to its designated parking location, regardless of any trip extensions applied or automated notifications sent by Getaround. Failure to observe the requirements of this section will result in immediate and permanent termination of such DWU Partner's Account with the Service. Nothing in this section should be construed so as to allow a DWU Partner to Operate a DWU-Eligible Car or Weekly Eligible Car if such DWU Partner's payment method has not been successfully charged for the Trip Price of the DWU Trip or DWU Weekly Trip, as applicable, regardless of whether the DWU Weekly Trip Maximum has been reached.

While a DWU Weekly Trip is in progress, the Weekly Eligible Car being Operated pursuant to such trip may not remain parked at its designated parking location for any length of time. If such Weekly Eligible Car is parked at its designated parking location



and DWU Trips and DWU Weekly Trips, are made solely for the purposes of this section. All other references to DWU-Eligible Cars or DWU Trips in this DWU Policy shall be understood to include Weekly Eligible Cars and DWU Weekly Trips, respectively.

Return of DWU-Eligible Cars

From time to time, as required by vehicle safety and repairs, to fulfill the provisions of this DWU Policy and our Terms of Service, or to otherwise comply with applicable laws, Getaround may, in its sole discretion, request the return of a DWU-Eligible Car to its designated parking location (each, a "Return Request") before the DWU Trip in such car is scheduled to be completed. Return Requests may be made by oral or written communication. You acknowledge and agree that your immediate and complete cooperation with such Return Requests is required under this DWU Policy, regardless of the nature of the Return Request, the location of the DWU-Eligible Car when the Return Request is made, or the length or duration of the DWU Trip in question. A Return Request is deemed received upon delivery by Getaround. Upon receipt of a Return Request, you shall, as soon as practicable, return the DWU-Eligible Car to its designated parking location in accordance with this DWU Policy and our Guest Policy.

You may request a promotional credit equal to the cost of the portion of the DWU Trip unable to be completed because of a Return Request, provided that: 1) you have strictly complied with the Return Request, and 2) you did not cause or contribute to the Return Request, in whole or in part. An example of causing or contributing to a Return Request includes (but would not be limited to) Operation of a DWU-Eligible Car in violation of the Trip Extensions section, above. Nothing in this section shall be construed so as to require Getaround to submit Return Requests to ensure the timely, scheduled return of DWU-Eligible Cars at the completion of DWU Trips.

DWU Partners shall not be issued any promotional credits or refunds in exchange for the early return of a DWU-Eligible Car that has not been returned pursuant to a Return Request. DWU-Eligible Cars that are returned before their scheduled trip end time cannot be unlocked, accessed, or otherwise Operated by DWU Partners once they have been returned.

Fuel



purchased (the "Fuel Refund"). The Fuel Refund is calculated by comparing the amount of fuel present at the start of your DWU Trip, the amount of fuel remaining at the end of your DWU Trip, and the cost of fuel as reflected in the average market fuel price. If the refund amount for a DWU Trip exceeds the initial reservation price for that trip, the DWU Partner will receive a Fuel Refund up to the amount of the initial reservation price, and a Getaround promotional code equal to the excess of the fuel cost over the initial reservation price.

DWU Partners who fail to return DWU-Eligible Cars with a full tank of gas will be charged for the amount of gas not refilled (the "Fuel Charge") in accordance with our [Fee and Commission Schedule](#). The Fuel Charge is calculated based on how much fuel is determined to have been used but not refilled during your DWU Trip, the capacity of the fuel tank of the DWU-Eligible Car you reserved, and the cost of fuel as reflected in the average market fuel price.

Tolls

All DWU-Eligible Cars are registered with Getaround Autotoll, which is a video-based tolling system that automatically detects when you pass through a toll plaza or electronically tolled lane. You understand and agree that your payment method on file with the Service will be automatically charged for the price of each toll you incur, along with a \$2.50 processing fee for each such toll, as specified in our [Fee and Commission Schedule](#).

Tolls and processing fees are charged independently of the timing or amount of any corresponding reimbursements provided to DWU Partners. You understand and acknowledge that charges and processing fees for a given toll may be charged up to 90 days after the date on which the underlying toll was incurred.

Displays

DWU-Eligible Cars may come equipped with third-party electronic displays ("Displays") that display advertisements promoted by third parties. The Displays are permanently affixed to the DWU-Eligible Cars and are considered integral components of those cars. They may not be damaged, defaced, obstructed, covered, unplugged, or



Account Maintenance

The "Getaround Accounts" section of our [Terms of Service](#) specifies the terms pursuant to which you are required to open and maintain an Account with Getaround to use the Service. In addition to the requirements listed therein, this section specifies requirements applicable to your Account as part of your participation in the Program.

At all times while participating in the Program, DWU Partners shall ensure that their Accounts with Getaround remain in good standing. An Account in good standing is one that meets all of the following requirements:

- The driving record associated with the Account continues to satisfy the Partner Eligibility Requirements listed above.
- The holder of the Account continues to comply with all laws applicable to participation in the Program, including (without limitation) local law or permit/license requirements regarding signage reflecting your provision of passenger transportation services under the Program.
- The holder of the Account continues to comply with the "Getaround Accounts" section of our [Terms of Service](#).
- The holder of the Account continues to Operate DWU-Eligible Cars in accordance with this DWU Policy and our Guest Policy.
- The holder of the Account has not allowed any other individual to Operate a DWU-Eligible Car reserved by the Account holder, regardless of whether such individual would be considered a DWU Partner under this DWU Policy.
- The holder of the Account has not Operated any DWU-Eligible Cars without maintaining a valid default payment method to authorize such Operation while such Operation is taking place.
- The holder of the Account does not have any outstanding Claims, charges owed, or balances due to Getaround resulting from such Account holder's participation in the Program or access to the Service.
- The holder of the Account has not Operated Weekly Eligible Cars beyond the DWU Weekly Trip Maximum.
- The holder of the Account has strictly complied with all Return Requests.



moving violations, or other offenses related to the Operation of DWU-Eligible Cars, whether or not such offenses are reported, paid, or settled as necessary.

- The holder of the Account reliably refills the gas of every DWU-Eligible Car Operated pursuant to a DWU Trip, notwithstanding the amount of gas present in such DWU-Eligible Car at the start of such DWU Trip.
- The holder of the Account has not made any misrepresentations, or false or misleading statements, to Getaround, and has not otherwise been unresponsive to Getaround's communications during DWU Trips, in order to circumvent the requirements of this Policy, our Terms of Service, or its supporting policies.
- The holder of the Account has not interfered with any other DWU Partner's participation in the Program or jeopardized the safety or well-being of Getaround or any of its customers, employees, contractors, or agents.

For clarity, as stated in the "Service Rules" section of our [Terms of Service](#), an Account in good standing may still be permanently or temporarily terminated, or suspended, without notice or liability, for any reason or no reason. An Account in good standing is a prerequisite to (but not a guarantee of) your access to the Service to participate in the Program.

Your Relationship With Getaround

You acknowledge and agree that Getaround's performance obligations in the Program is strictly limited to the provision of DWU-Eligible Cars for Operation by DWU Partners pursuant to DWU Trips. For clarity of purpose, Getaround does not, and shall not be deemed to, direct or control you generally or in your performance under this DWU Policy specifically, including in connection with your provision of passenger transportation, your acts or omissions, or your Operation of DWU-Eligible Cars. You retain the sole right (subject to this DWU Policy) to determine when, where, and for how long you will utilize the Getaround Software, the Service, and the Program.

Because Getaround's participation in the Program is limited to the foregoing, Getaround is not, and shall not be deemed to be, responsible for any of the following stemming from your participation in the Program:



incurred or received by you in connection with your participation in the Program, the Operation of DWU-Eligible Cars, or your compliance with laws applicable to your participation in the Program;

- The availability or unavailability of incentives or promotions offered by any third party pertaining to your participation in the Program or your use of the Uber app;
- Any ratings or other feedback you may receive from any third party during your participation in the Program;
- Your inability to conduct a DWU Trip for any reason, including (without limitation) unavailability of the Services or DWU-Eligible Cars, or your inability to Operate any DWU-Eligible Car in accordance with the Program.

Nothing in this DWU Policy, our Terms of Service or any supporting policies shall be construed so as to create a joint venture, partnership, or agency relationship between you and Getaround or Uber. You have no authority to bind Getaround, Uber or their respective affiliates, and you undertake not to hold yourself out as an employee, agent, or authorized representative of Getaround, Uber or their respective affiliates, or as the owner of any DWU-Eligible Car. Where, by implication of mandatory law or otherwise, you may be deemed an agent or representative of Getaround or its affiliates, you undertake and agree to indemnify, defend (at Getaround's option) and hold Getaround and its affiliates harmless from and against any claims by any person or entity based on such implied agency or representative relationship.



Refer a friend for credits.

Book in Europe

How it works

Book a car
Drive with Uber
Share a car
Getaround app

Guests

Metros with Getaround cars
States with Getaround cars

Hosts

Start a business
Car sharing
Getaround car sharing
Getaround power hosts
Power host support

Resources

Resources
Help Center

About

About
Sustainability
Investor Relations
In the press



getaround

- Markets
- States
- Cities

fleet

- Fleet
- styles

Community

- Host
- community
- Blog



EXHIBIT D

June 2, 2022

Privacy Policy

Getaround, Inc. ("we" or "Getaround") is committed to protecting your privacy and informing you about how your information is used. This Privacy Policy explains our practices regarding the collection, use, disclosure, and protection of information that is collected through our website, mobile application, and any other mobile or online service owned and offered by Getaround (our "Service"). Capitalized terms that are not defined in this Privacy Policy have the meaning given to them in our [Terms of Service](#).

Personal Information We Collect From You

We collect personal information from you in order to provide our Service and offer you a personalized, useful, and efficient experience. The categories of personal information we collect can include:

Identifying Information

You provide us information about yourself, such as your name, age, address, email address, university or other affiliation, and password, when you register for a Member account with the Service. We also collect a copy of your driver's license and billing and payment information if you utilize our Service. If you correspond with us by email, we may retain the content of your email messages, your email address, and our responses. We may also retain any messages you send through the Service. You may provide us information in User Content you post to the Service.

Payment Information



in order to provide Hosts with, and accept payment for, the Service. This allows Getaround to both confirm a Host's identity and provide Hosts with seamless, hassle-free transactions. Hosts can check the current fees, fines, and penalties applicable to use of our Service in our [Fee and Commission Schedule](#).

Getaround uses Stripe to process payments from Guests related to trips taken on our platform. By booking a trip on Getaround or otherwise agreeing to Getaround's privacy policy, Guests authorize Stripe to collect, use, retain, and disclose their personal data in accordance with Stripe's privacy policy, located at <https://stripe.com/privacy>.

Driver's Record

We check Guests' driver records to make sure Guests meet Getaround safety standards. By registering with Getaround, you authorize us to access your driver's record from state DMVs, RMVs, and other applicable entities, and this authorization extends to Getaround throughout the entire time you use our Service, so that Getaround may re-check your records from time to time. You also authorize said entities to release this information to Getaround.

Vehicle History and Inspection

If you own a vehicle that is shared on Getaround, we may inspect the vehicle, collect information identifying the vehicle (like a license plate number, VIN), and obtain a vehicle history report to make sure the vehicle is safe for you and other drivers to use. By registering with Getaround, you authorize us to obtain this information, and you authorize applicable entities such as DMVs, RMVs, inspection companies, and auto mechanics to release such information to Getaround.

Social Media

When you interact with our Service through various social media, such as when you log in through Facebook or when you like or post a comment to our Facebook page or interact with us on other social media, we may receive information from the social network, such as your profile information, profile picture, user name, user ID associated with your social media account, age range, language, country, friends list,



We use personal information to operate, maintain, and provide to you the features and functionality of the Service, as well as to communicate directly with you, such as to send you email messages and push notifications, and permit you to communicate with others on the Service or on social media or invite others to join the Service. We may also use information to provide personalized content, including advertising. We may also send you Service-related emails or messages (e.g., account verification, change or updates to features of the Service, technical and security notices). For more information about your communication preferences, see [Your Choices Regarding Your Information](#) below.

Usage Information We Collect

Data Gathered from In-Vehicle Hardware

The Getaround Connect installed in each Getaround car allows us to gather information about your vehicle use, including time of use, location and movements, speed of travel, distance traveled, and other aspects of your vehicle use. We use this information to (i) provide you with the Service, (ii) understand your driving and use habits over time and potentially provide you with related benefits, such as better insurance rates or other perks for safe driving, (iii) record vehicle movements and driver behavior in case of an accident or theft, and (iv) aggregate your data with other drivers' data and better understand how people use our Service and how we can make it even better for you in the future. We may share this information with third parties as described below.

Location Tracking

The location of all Getaround cars you use is tracked by GPS (or equivalent), cellular, WiFi, Bluetooth, or similar technologies. Location information is tracked both on your Getaround-enabled smart phone and by the vehicle's Getaround Connect. Location information is shared in limited ways. We monitor the location of all cars to provide our Service, to prevent theft, and to allow us to locate you in case of accident, emergency, lock-out, etc. We may maintain location data in order to aggregate trends and



Third Party Hardware Devices

As a Guest, you acknowledge and understand that dashboard cameras, mileage and location tracking devices, and other similar devices may be installed in the cars listed on Getaround. You further acknowledge and understand that any such device installed in a Host's car is installed at the Host's sole discretion, without direction from Getaround, and that Getaround makes no warranties or representations regarding the conformity of such devices to any laws applicable to their usage or installation. Any concerns about the presence, operation, functionality, and data storage of these devices must be addressed directly with the Hosts who has installed them. Getaround does not collect or store any data generated by such hardware.

Connecting Your Phone to Cars

As a Host or Guest, you acknowledge and understand that establishing a data connection between a Car and your phone, either via Bluetooth® or with a physical cable, may cause the Car to access, store, and display the contents of your phone. Such contents may include location data, contact information, and digital files stored on your phone. You also acknowledge and understand that such contents may be accessible to other Hosts or Guests (as applicable) unless you delete all data from the Car that has been transferred from your phone. We encourage you to delete such data before sharing your car or completing your trip (as applicable). Getaround is not responsible for any failure to delete such data, whether or not accessed by other Hosts or Guests, and Getaround is unable to delete any such data on behalf of any Host or Guest.

Use of Cookies and Other Technology to Collect Information

When you visit our website or use our mobile app or Service, we and our business partners may collect certain information about your computer or device through technology such as cookies, web beacons, log files, or other tracking/recording tools. The information we collect through the use of tracking technologies includes but is not limited to IP address, browser information, referring/exit pages and URLs, click stream



which emails are opened and which links are clicked by recipients. Some or all of this data may be combined with other personally identifying information described above. We may also collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends for the Service and to understand more about the demographics of our users. These tools collect information sent by your browser or mobile device, including the pages you visit, your use of third party applications, and other information that assists us in analyzing and improving the Service. We may work with third parties to employ technologies, including the application of statistical modeling tools, which attempt to recognize you across multiple devices. Although we do our best to honor the privacy preferences of our visitors, we are not able to respond to Do Not Track signals from your browser at this time.

When you access our Service by or through a mobile device, we may receive or collect and store a unique identification number associated with your device or our mobile application (including, for example, a UDID, Unique ID for Advertisers ("IDFA"), Google Ad ID, or Windows Advertising ID or other identifier), mobile carrier, device type, model and manufacturer, mobile device operating system brand and model, phone number, and, depending on your mobile device settings, your geographical location data, including GPS coordinates (e.g. latitude and/or longitude), WiFi location, or similar information regarding the location of your mobile device.

We use or may use the data collected through these technologies to: (i) remember information so that you will not have to re-enter it during your visit; (ii) provide custom, personalized content and information, including advertising; (iii) identify you across multiple devices; (iv) provide and monitor the effectiveness of our Service; (v) monitor aggregate metrics such as total number of visitors, traffic, usage, and demographic patterns on our website and our Service; (vi) diagnose or fix technology problems; and (vii) otherwise to plan for and enhance our service.

Calls and text messages

We enable users to call or text each other through the Service. For example, we enable Hosts and Guests to call or text each other without disclosing their telephone numbers. To provide this functionality, Getaround and our third-party service provider



Carrier Consent

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Getaround, Inc. or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our [Privacy Policy](#) for how we treat your data.

Telephone Consumer Protection Act (TCPA) Consent

Notwithstanding any current or prior election to opt in or opt out of receiving calls or SMS messages (including text messages) from us, our agents, representatives, affiliates, or anyone calling on our behalf, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes arising out of or relating to your Service, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree that we may contact you in any way, including SMS messages or text messages, calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text.

You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) you have provided to us, or numbers we can reasonably associate with your account (through skip trace, caller ID capture or other means), with information or questions about your use of the Service. You certify, warrant and represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number.



We may listen to and/or record phone calls between you and our representatives without notice to you as permitted by applicable law. For example, we listen to and record calls for training and quality monitoring purposes.

How We Share Your Information

We may share your personal information in the instances described below. For further information on your choices regarding your information, see [Your Choices Regarding Your Information](#) below.

Getaround may share your personally identifiable information with third party vendors, consultants or other service providers that perform services on our behalf or otherwise help provide the Service to you, under reasonable confidentiality terms.

We may share your information in connection with any company transaction, such as a merger, sale of all or a portion of company assets or shares, reorganization, financing, change of control or acquisition of all or a portion of our business by another company or third party, or in the event of bankruptcy or related or similar proceedings.

We may share your personal information with others with whom you communicate on the Service and any information that you post or share publicly on our website or service. Any personal information or content that you voluntarily disclose for posting to the Service, such as User Content, becomes available to the public, as controlled by any applicable privacy settings. If you remove information that you posted to the Service, copies may remain viewable in cached and archived pages of the Service, or if other Users have copied or saved that information.

Other brands owned or controlled by Getaround, and other companies owned by or under common ownership as Getaround, which also includes our subsidiaries (i.e., any organization we own or control) or our ultimate holding company (i.e., any organization that owns or controls us) and any subsidiaries it owns. These companies will use your personal information in the same way as we can under this Policy.



We may use personally identifiable information to investigate damage claims connected to trips taken and/or cars listed on our Getaround, and we may disclose personally identifiable information to a third party in connection with processing such claims under reasonable confidentiality restrictions.

We may also disclose personal information if we believe it to be reasonably necessary to (i) satisfy any applicable law or regulation and comply with legal process, such as search warrant, subpoena or court order, or other government request served on us or on our affiliates; (ii) to enforce our Terms of Service, including to investigate potential violations thereof; (iii) take precautions against liability, to investigate and defend ourselves against any third-party claims or allegations, or to protect the security or integrity of our site; and (iv) to exercise or protect the rights, property, or personal safety of Getaround, our Users, or others. Typically, our policy is not to share personal information and location data with governmental agencies, except as pursuant to a search warrant, subpoena, court order, or as otherwise compelled to do so by legal process, though there may be circumstances in which we may disclose such information without such legal process if we reasonably believe such disclosure is necessary to protect the health and safety of an individual, prevent or mitigate the harm of crime or illegal activity, or other compelling circumstance. We will use our best effort to provide you notice of a law enforcement request for your personal information before we release such information, unless we are not permitted to do so.

We may use and share your personally identifiable information with consumer reporting vendors such as credit agencies in connection with a trip that has been booked on our platform. You authorize Getaround to share your personally identifiable information with such vendors to assist Getaround in determining your eligibility to book trips on our platform. Getaround may share your personally identifiable information to obtain your consumer history in the form of a credit score, a background check, and/or an auto insurance score, in all instances solely in accordance with applicable law. You acknowledge that Getaround may (but is not obligated to) use such consumer history in connection with your Getaround account except where such usage is prohibited by applicable law.



course of providing you with additional services related to Getaround, such as ride-sharing or parking benefits. When you purchase, register, or otherwise express interest in a product or service offered by a third party through Getaround or sponsored on our site, you consent to our sharing of your personal information with those parties. When you choose to participate in rewards programs, contests, discount offers, or other programs that involve third parties, you authorize Getaround to share your personal information with those parties, who may use such information in accordance with their own privacy policies. In these cases we will only share the information reasonably needed to provide you with service. Information that is shared with third parties is subject to the privacy policies of those parties, which may differ from Getaround's privacy policies.

Sharing and Using Aggregate or Anonymized Information

We may aggregate, anonymize, or otherwise strip data of all personally identifying characteristics and may share that anonymized and/or aggregated data with third parties, in a manner that cannot reasonably identify any individual. For example, we may share de-identified location data and location history with third parties that analyze location and movement trends, and we may share information that would identify a particular as well as the driving history, and general demographics of the drivers (i.e., gender and age bracket) of that car in order to analyze, develop and improve our partner programs.

Your Choices About Your Information

Profile and Data Sharing Settings

You can change your account information and preferences at any time by logging onto your account.

Communications

We will not sell your contact information to third parties for marketing purposes.



We may send you notifications of activity on the Service to the email address you give us, in accordance with any applicable privacy settings. For instance, if you are a Host, we will send you information about your car's availability status. You can turn these notifications off or modify how often and in what form you receive them.

Getaround may send you other messages in the course of operation of our Service, such as notifications from other Users, updates about Service changes and new features, and important news that may impact your use and enjoyment of Getaround. These communications may contain banners, ads, or promotional material provided by third parties. If you click on the third party link, you will be taken to that service, and your information will thereafter be subject to that party's privacy policy. You may be able to opt-out of receiving promotional emails by clicking the "unsubscribe" button at the footer of promotional email communications. Note that you are not permitted to unsubscribe or opt-out of non-promotional messages regarding your account.

By providing Getaround your email address, you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail.

Third Party Tracking and Advertising

We may share, or we may permit third party ad networks, social media companies, and other third party services to collect information about the browsing behavior of our users of Service through cookies, social plug-ins, or other tracking technology. We may permit third party online advertising networks to collect information about your use of our Service over time, including location information, so that they may play or display ads that may be relevant to your interests on our Service as well as on other websites or services, or on other devices you may use. Typically, the information is collected through cookies or similar tracking technologies. You may be able to "opt out" of the collection of information through cookies or other tracking technology by actively managing the settings on your browser or mobile device. Please refer to your browser's or mobile device's technical information for instructions on how to delete, disable, and/or limit the use of cookies or other tracking/recording tools. Depending



tracking" (iOS) or "opt-out of interest based ads" (Android). To learn more about interest-based advertising and how you may opt-out of some of this tracking, you may wish to visit the Network Advertising Initiative's online resources, at <http://www.networkadvertising.org/choices> and/or the DAA's resources at www.aboutads.info/choices. You may also be able to opt-out of some – but not all – interest-based ads served by mobile ad networks by visiting <http://youradchoices.com/appchoices> and downloading the mobile AppChoices app. If you have any questions about third party tracking and advertising, you can contact us directly at help@getaround.com.

Data Retention

Following termination or deactivation of your Member account, Getaround may retain your information for a commercially reasonable time for backup, archival, or audit purposes, or to maintain and improve the Service -- for instance, for the safety of other Users, we may need access to information about cars you have used in case one of those cars is in an accident. We may maintain location information and other usage data for record-keeping and analytics purposes. Furthermore, Getaround may retain and continue to use indefinitely all information (including User Content) contained in your communications to other Users or posted to public or semi-public areas of the Service after termination or deactivation of your Member account. Please contact us at help@getaround.com if you wish to delete your account information from our systems, though we may not be able to delete all information, as noted in this Privacy Policy.

Privacy Rights for Members who are California Residents

Effective January 1, 2020, the California Consumer Privacy Act ("CCPA") allows Members who are residents of California to submit a request to Getaround (a "CCPA Request") for access to the pieces and categories of personal information, if any, that Getaround has collected about them. Information that Getaround provides in response to CCPA Requests shall, to the extent feasible, be in a readily usable format.



for the deletion of their information. However, Getaround may be required to retain certain information in order to comply with other applicable laws, detect or prevent fraud, collect any fees owed, resolve disputes, assist with or process claims, troubleshoot problems, assist with any investigation, comply with audits and investigations, enforce its Terms of Service and associated policies, and take other actions reasonably necessary, permitted, or required by applicable law.

Members who are residents of California may submit a CCPA Request to Getaround by logging into their Getaround account and submitting a ticket, or by leaving a voicemail at 844-446-2210 that includes the submitting Member's full name, the email address associated with the Member's Getaround account, and the type of request being submitted. In response to a CCPA Request, Getaround will verify that the request has been submitted by a Member associated with the account to which the request relates. In connection with this verification process, Members may be asked to provide government-issued identification to Getaround.

Members who are residents of California may designate an authorized agent to submit a CCPA Request on their behalf. To do so, the authorizing Member must submit to Getaround the Member's government-issued identification, the authorized agent's government-issued identification, and a valid power of attorney signed by the authorizing Member.

Members who submit CCPA Requests will not be charged different prices or provided different levels of service as a result of submitting such requests.

How We Protect Your Information

Getaround cares about the security of your information and uses commercially reasonable physical, administrative, and technological safeguards to preserve the integrity and security of all information we collect and that we share with our service providers. However, no security system is impenetrable, and we cannot guarantee the security of our systems 100%. In the event that any information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation and, where appropriate, notify those individuals whose



of your unique password and account information and for controlling access to your email communications from Getaround, at all times.

Children's Privacy

Protecting the privacy of young children is especially important. For that reason, Getaround does not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register as Members. If you are under 13, please do not send any information about yourself to us, including your name, address, telephone number, or email address. In the event that we learn that we have collected personal information from a child under age 13 without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us [here](#).

Links to Other Websites

We are not responsible for the practices employed by websites linked to or from the Service, nor the information or content contained therein. Please remember that when you use a link to go from the Service to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our website, is subject to that website's own rules and policies. Please read over those rules and policies before proceeding.

Notification Procedures

It is our policy to provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on the Service, as determined by Getaround in its sole discretion. We reserve the right to determine the form and means of providing notifications to you, provided that you may opt out of certain means of notification, as described in this Privacy Policy.

Changes to Our Privacy Policy



For any questions on this privacy policy, please contact us by submitting a support request [here](#) or by postal mail at Getaround, Inc., 55 Green Street, San Francisco, CA 94111.

All terms and conditions

[Business policy](#)

[Conduct business electronically agreement](#)

[Eligibility requirements](#)

[Fees & commissions](#)

[Getaround Connect® terms & conditions](#)

[Guest policy](#)

[Host policy](#)

[Insurance policy](#)

[Parking terms & conditions](#)

[Privacy policy](#)

[Promotions policy](#)

[Terms of service](#)

[Vehicle wear & tear policy](#)

[How it
works](#)

[Guests](#)

[Hosts](#)

[Resources](#)

Resources



Refer a friend for credits.

Book in Europe

Country 

Getaround app
Trust & safety
Support

Vehicle locations

Markets
States
Cities

with Getaround cars
Cities with Getaround cars

Fleet

Fleet
Fleet styles

Getaround power hosts
Power host support
Power host strategy

Launch a city
Drive with Uber - Hosts

Community

Host community
Blog

Investor Relations
In the press
In the news

Careers

Jobs