

TERMS OF SERVICE

These terms of service and the documents referred to in them (“Terms”) govern your access to and use of our services, including our website teleportapp.co (“our site”), applications, buttons, browser plugins and application programming interfaces (“Teleport”) and any recipes or other information, text, graphics, photos or other materials uploaded to, downloaded from or appearing on the Service (together the “Content”). Please read these Terms carefully before you start to use the Service. These Terms govern both the sender of the Teleport request, as well as the receiver of the Teleport request. By using the Service, you indicate that you accept these Terms and that you agree to abide by them. By using the Service, you also indicate that you accept Uber’s Terms of Service. If you do not agree to both of these Terms of Service, please refrain from using the Service.

TELEPORT REQUEST RECEIVERS

BY USING THE TELEPORT SERVICE YOU ARE REPRESENTING THAT (1) YOU ARE OF THE LEGAL AGE TO FORM A LEGALLY BINDING CONTRACT BETWEEN BUDDIE CO. (“Teleport”) AND YOU IN THE JURISDICTION WHERE YOU PERMANENTLY RESIDE; (2) YOU HAVE READ AND UNDERSTAND THESE TERMS OF SERVICE; AND (3) YOU ARE CONSENTING TO BE BOUND BY AND BECOME A PARTY TO THESE TERMS OF SERVICE, WHICH IS A BINDING LEGAL AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS OF SERVICE ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR OTHER LEGAL ENTITY TO THESE TERMS OF SERVICE, AND THAT BY USING OUR SERVICE SUCH PERSON, COMPANY OR OTHER LEGAL ENTITY IS HEREBY BOUND.

INFORMATION ABOUT US

The Service is operated by Buddie Co, a Delaware Corporation.

REGISTRATION

To register with Teleport you must be at least eighteen years of age.

Acceptance

By the earliest to occur of your (1) tapping the "Commence Teleport" button or (ii) using the Service (as defined below) (including any revisions, updates, upgrades, modifications, enhancements or new releases thereto), you accept and agree to be bound by these Terms. By entering into these Terms, you are also consenting (1) to the collection and handling of information described in the Privacy Policy, and (2) to your receipt of text messages and emails in connection with the Service at the telephone number you provide during registration, including, without limitation, the initial message containing a registration code, any text messages or emails containing receipts (if we provide such functionality and you request them) and confirmation messages sent in response to any opt-out request you may make; provided that, if you update such initial telephone number in your account settings, then such text messages will be thereafter sent to such updated telephone number.

These Terms of Service is an ongoing contract between you and Teleport and applies to your use of the Service as made available in the United States. Different terms, conditions and limitations may apply to the Service available in other jurisdictions.

Changes to Terms of Service

Teleport reserves the right, from time to time, with or without notice, to change these Terms in its sole and absolute discretion. All changes to these Terms will be effective and binding upon you once they are displayed or posted in accordance with this paragraph. You acknowledge and agree that it is your responsibility to ensure that you are aware of the most current Terms. If any substantial changes are made to these Terms, Teleport will notify you by displaying the new Terms within the Application or by posting them on the Website (as defined below). The most current version of these Terms of Service can be viewed at all times by visiting teleportapp.co/TOS. The most current version of these Terms of Service will supersede all previous versions. If you do not agree to any change to these Terms of Service, you must immediately cease using the Service and delete the Application from your device(s).

Description of Service

Teleport is not an issuer, financial institution or money transmission business. Further, Teleport is not a provider of transportation services and does not own or operate any vehicles and does not have any control over the vehicle owners, managers, drivers and/or operators. Teleport,

through the Service, only provides a platform to obtain certain third party transportation services.

ACCESSING THE SERVICE

By accessing the Service (including via the Website and Application), you agree to use the Service (including, without limitation, all features and functionalities associated therewith, the Application, the Website and software associated therewith) in accordance with these Terms of Service and all applicable laws, statutes, rules and regulations ("Applicable Laws"). In addition, you agree that you will: (1) use the Service only for lawful purposes; (2) not upload, post, e-mail or otherwise send or transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Service or any computer software or hardware or telecommunications equipment associated with the Service; (3) not impersonate any person or otherwise misrepresent your affiliation with any other person, including, without limitation, any person affiliated with the Service; (4) not interfere with the servers or networks connected to any portions of the Service or violate any of the procedures, policies or regulations of networks connected to the Service; and (5) not impair or harm the Service (including, without limitation, the Website and the Application) in any way whatsoever.

- Access to the Service is permitted on a temporary basis, and we reserve the right to withdraw or amend the Service without notice (see below).
- We will not be liable if for any reason the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the Service as a whole, to users who have registered with us.
- If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at privacy@teleportapp.co.
- You are also responsible for ensuring that all persons who access the Service through your internet connection or your mobile device are aware of these Terms, and that they comply with them.

OUR LIABILITY

- Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by US law.
- To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Services or any Content, whether express or implied.
- We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the Service or in connection with the use, inability to use, or results of the use of the Service, any websites, applications or browser plugins linked to it and any materials posted on it.
- Please note that in particular, we will not be liable for:
 - 7.4.1. loss of profits, sales, business, or revenue;
 - 7.4.2. business interruption;
 - 7.4.3. loss of anticipated savings;
 - 7.4.4. loss of business opportunity, goodwill or reputation; or any direct or consequential loss or damage
- We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.
- The Content displayed on the Service is provided without any guarantees, conditions or warranties as to its accuracy or suitability.

INFORMATION ABOUT YOU AND YOUR VISITS TO THE SERVICE

We process information about you in accordance with our Privacy Policy. By using the Service, you consent to such processing and you warrant that all data provided by you is accurate.

TRANSACTIONS INSTIGATED THROUGH THE SERVICE

Contracts for the supply of goods instigated through the Service as a result of your use are governed by the terms and conditions of the relevant supplier. We have no liability to you for any goods purchased by you as a result of using the Service.

VIRUSES, HACKING, AND OTHER OFFENSES

- We do not guarantee that any element of our Service will be secure or free from bugs or viruses.
- You are responsible for configuring your information technology, computer programs and platform in order to access our site. You should use your own virus protection software.
- We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, malware, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Service or to your downloading of any material posted on it, or on any website linked to it.
- You must not misuse the Service by knowingly introducing viruses, malware or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Service, the server on which the Service is hosted or any server, computer or database connected to the Service. You must not attack the Service via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Service will cease immediately.

LINKING TO THE SERVICE

- You may link to the home page of our website or to our applications on the appropriate application site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- You must not establish a link from any website that is not owned by you.
- The Service must not be framed on any other site, nor may you create a link to any part of the Service other than the home page of our website or to our applications as described above.
- We reserve the right to withdraw linking permission without notice.
- Any linking must comply in all respects with the content standards set out in clause 14.
- If you wish to make any use of material on the Service other than that set out above, please address your request to legal@teleportapp.co.

ACCEPTABLE USE

You may only use the Service for lawful purposes. You may not use any part of the Service:

- in any way that breaches any applicable local, national or

international law or regulation;

- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards;
- to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam); and
- to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You agree:

- Not to reproduce, duplicate, copy or re-sell any part of our Service in contravention of the provisions of these Terms.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our Service;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our Service; or
 - any equipment or network or software owned or used by any third party

Interactive Services:

- We may from time to time provide interactive services within any part of the Service, including, without limitation, discussion boards and other social media functions (interactive services).
- We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service the Service provides, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not. Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should

a concern or difficulty arise.

Suspension and Termination:

- We will determine, in our discretion, whether there has been a breach of the Terms by your use of the Service. When a breach has occurred, we may take such action as we deem appropriate. Failure to comply with these Terms constitutes a material breach of these Terms upon which you are permitted to use the Service, and may result in our taking all or any of the following actions:
 - immediate, temporary or permanent withdrawal of your right to use the Service;
 - issue of a warning to you;
 - legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - further legal action against you; and/or
 - disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- We may take action in addition to that referred above that we reasonably deem appropriate. We exclude liability for actions taken in response to breaches of these Terms.

Variations

We may revise these Terms at any time. You are expected to check these Terms from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on the Service.

Communications from Teleport

You agree and consent to receive electronically all communications, agreements, documents, notices, statements and disclosures (collectively, "Communications") that Teleport provides in connection with your Account and your use of the Service. Communications will be delivered by (a) posting a notice or message through the Application or Website; or (b) sending electronic mail to the email address associated with your Account. All Communications will be considered received by you within 24 hours of the time such Communication is posted to the Application or Website or emailed to you.