ROADSIDE INNOVATION

FAMILY FLEET MEMBERSHIP PLAN (T100FF)

CUSTOMER TERMS AND CONDITIONS

This is not an automobile liability insurance contract or an insurance contract.

For Immediate Service, Please Call 1-877-264-8987

1. GENERAL AGREEMENT

This is a motor club services contract between YOU, the purchaser of this contract, and the OBLIGOR for the individual identified on the registration page. Description of YOUR vehicle(s), up to five (5), is required for purchase and subsequent usage of this roadside assistance plan.

This Contract, together with YOUR sales receipt, constitute the entire motor club contract. WE will charge YOU the amounts agreed through the payment method selected by YOU in the online registration process. Benefits and dues are subject to change upon membership renewal. Service is available in all 50 States and the District of Columbia.

2. <u>DEFINITIONS</u>

"WE," "US," "OUR," and "OBLIGOR" means Roadside Innovation Inc., 8609 Westwood Center Drive, Suite 810, Vienna VA 22182, in all states and jurisdictions. The OBLIGOR is responsible to YOU for the covered services under this Contract.

"YOU," and "YOUR" means the original purchaser of this contract as shown on the receipt provided at point of sale by the original purchaser to whom a digital membership card is issued.

"CONTRACT PURCHASE PRICE" means the amount paid by YOU for this motor club contract (including any applicable taxes and fees), as shown on YOUR receipt.

"COVERED VEHICLE" means YOUR vehicle(s) and any rental vehicle under YOUR name. WE only offer services for self-propelled vehicles; cars, motorcycles, vans, and small trucks (up to 10,000 lbs. Gross Vehicle Weight Rating), licensed, and used for private on-road transportation. This program will only provide services to YOU if the vehicle needing such services is being used for personal use only, and not commercial use. However, personal vehicles that are used for transportation network companies (ride-hailing, ride-sharing) are allowed under this program while being used for this commercial purpose. The following are also excluded from COVERED VEHICLE: taxis, tractors, boats, trailers, recreational vehicles and trucks, dune buggies, and vehicles used for competition.

"TERM" means the period of time in which the provisions of this contract are valid. This contract is effective seventy-hours (72) hours after purchase, unless otherwise noted, and will expire at the end of twelve (12) months from contract purchase date. Additionally, any COVERED VEHICLE added to the membership is subject to a seventy-hour (72) waiting period before emergency roadside services can be requested. Urgently will charge an additional non-refundable immediate service fee if emergency roadside services are requested at the time YOU join.

"DISABLED," or "DISABLEMENT" means the COVERED VEHICLE is unable to safely proceed under its own power either at a garage or driveway or any normally traveled public street, highway or parking area.

"GOA," or "'GONE ON ARRIVAL" means the disabled COVERED VEHICLE is not where represented or is gone when the service provider arrives.

3. WHAT IS COVERED

The primary purpose of this membership plan is to provide the services outlined below in common emergency situations related to the COVERED VEHICLE. Please call 1-877-264-8987 for roadside assistance.

In the event YOU, or an authorized driver of YOUR vehicle, needs assistance, WE agree to provide these services as applicable. At the time of service, YOU, or an authorized driver of YOUR vehicle, must be present and show photo ID.

YOUR COVERED VEHICLE(S) are entitled to four roadside (4) events per year for this annual plan. However, covered service will only be provided for one disablement for the same cause during any consecutive seven (7)-day period. Roadside Innovation will arrange on-demand service for a fee should YOU exhaust YOUR annual events allotment and require assistance prior to YOUR renewal date.

Please note that some services have additional restrictions as to the caps on dollar amounts specific to that service.

A. Emergency Roadside Assistance

Vehicle Towing Up to 100 Miles: Towing is provided up to 100-miles for the COVERED VEHICLE. Any additional expenses incurred beyond the 100-mile limit are YOUR responsibility, payable to Roadside Innovation, Inc. Also, upon request, ridehailing service (of Roadside Innovation's choice) will be dispatched to the disablement location. Any ride-hailing expenses beyond \$75 are the responsibility of YOU, payable to Roadside Innovation. Ride-hailing service is available for each towing event.

Flat Tire: Service is provided to change a flat tire with YOUR inflated spare on the COVERED VEHICLE. If no spare is available, the vehicle may be towed. Towing coverage terms and conditions then apply. Towing is considered an additional, second event.

Jump Start or Minor Roadside Adjustments to Start Vehicle: Service is provided to jump start a dead battery or make other minor roadside adjustments to start the COVERED VEHICLE. Service provider is not required to remain with the vehicle while the battery charges. Expenses for more extensive repairs, parts and labor are YOUR responsibility, payable directly to the service facility, and are not reimbursable. Additionally, if vehicle towing is required, towing terms and conditions apply. Towing is considered an additional, second event.

Lockout: Service is provided to gain access if the ignition key is lost or accidentally locked inside the COVERED VEHICLE. You will be required to present service provider with proof of vehicle ownership. If Lockout service is attempted but unsuccessful, a tow may be required. If vehicle towing is required, towing terms and conditions apply. Towing is considered an additional, second event. If key

replacement is required, WE may assist with sourcing a service provider on YOUR behalf.

Fuel Delivery: Provided the COVERED VEHICLE is out of fuel, a service vehicle will deliver up to 2 gallons of fuel to the customer's location, where allowed. The fuel itself is a covered benefit. If fuel delivery does not solve disablement, a tow may be required. If vehicle towing is required, towing terms and conditions apply. Towing is considered an additional, second event.

Winching: If a COVERED VEHICLE is in a ditch or stuck and accessible within 100 feet from a normally traveled roadway and conditions allow for the vehicle to be dislodged if stuck, dispatch coverage for winching is provided via one (1) truck and one (1) driver for up to thirty (30) minutes. Any expenses incurred beyond the coverage limit are YOUR responsibility, payable to Roadside Innovation, Inc. If additional service is required for the vehicle after the Winch, it will be considered a second service event and subject to the terms and conditions of this agreement.

Roadside Reimbursement: If WE are unable to locate a service provider in the area of vehicle DISABLEMENT, YOU may locate a substitute service provider and submit a reimbursement request for consideration up to the amount it would have cost to provide the covered service under similar circumstances. To receive reimbursement, YOU must contact Roadside Innovation, Inc. first and receive an authorization number. YOU must submit the original receipt with authorization number along with YOUR name and address to: Roadside Innovation Membership Plan, Attn: Roadside Reimbursement, 8609 Westwood Center Drive, Suite 810, Vienna VA 22182. Approved reimbursement results in a reduction of remaining allowable service events.

Rental Vehicle Roadside Reimbursement: If YOU experience DISABLEMENT in a rental car and need assistance, YOU may pay out-of-pocket and seek reimbursement as part of YOUR membership. WE recommend YOU call Roadside Innovation but it is not required. YOU may submit a reimbursement request for consideration up to the amount it would have cost to provide the covered service under similar circumstances. To receive reimbursement, YOU must submit the original receipt with a copy of your rental car contract along with YOUR name and address to: Roadside Innovation Membership Plan, Attn: Rental Vehicle Roadside Reimbursement, 8609 Westwood Center Drive, Suite 810, Vienna VA 22182.

Approved reimbursement results in a reduction of remaining allowable service events.

Roadside Assistance and Towing benefits combined are limited to four (4) events per Contract TERM.

B. Emergency Tire Road Hazard Coverage

YOUR COVERED VEHICLE may qualify for Emergency Tire Road Hazard benefits. Road Hazard damage occurs when a tire fails due to a puncture, bruise or break incurred during normal driving on a road maintained by the state or local authority. Nails, glass and potholes are the most common examples of road hazards.

If YOUR tire is damaged, please call 1-877-264-8987 to receive authorization and a case number. Phone agents can provide a list of available tire facilities as well if YOU determine the COVERED VEHICLE can be driven safely to the selected destination.

YOUR tires must be in good condition with more than 2/32" (3/32" for motorcycles) of tread remaining to be eligible for reimbursement. Coverage excludes any tires that have been repaired in a manner other than per manufacturer's guidelines and excludes any tires that have been retreaded, recapped, regrooved, remolded, or tubed. Coverage does not extend to wheels or any Tire Pressure Monitoring Systems (TPMS) and/or devices and components associated with TPMS.

Be sure to keep YOUR tire as it may be requested for inspection. Please note that reimbursement only covers the tire cost and does not cover any mounting, balancing, taxes or miscellaneous fees. In addition, cosmetic damage to the tire is not covered under this plan.

Tire Repair: If YOUR tire is damaged due to a covered road hazard and it is safely repairable, YOU may have the tire repaired and pay the tire facility directly for services rendered. Flat tire repair reimbursement is limited to \$35 per incident. No prior authorization is required for flat tire repairs. This benefit is provided on a reimbursement basis only per instructions below.

Tire Replacement: If the tire facility determines that the tire cannot be safely repaired and should be replaced, the tire will be replaced with an exact make and model of tire, if available. If not available, a comparable quality tire will be installed. It is YOUR responsibility to pay the tire facility for the entire price of the replacement. Flat tire replacement reimbursement is limited to \$250 per incident. YOU must obtain prior authorization to replace a tire. This benefit is provided on a reimbursement basis only per instructions below.

This emergency road hazard benefit provides two (2) reimbursable incidents per Contract TERM. An incident is defined as damages that occur related to a single road hazard-related event. An incident can result in tire repair, tire replacement, or both. The benefit limit per incident for all road hazard-related services is \$250.

Road Hazard (Tire Repair/Replacement) Reimbursement: To receive reimbursement, be sure to submit YOUR invoice along with name, member number, case number (if tire replacement) and address to: Roadside Innovation Membership Plan, Attn: Road Hazard Reimbursement, P.O. Box 17480, Golden, CO 80402-6026.

Rental Vehicles are excluded from Emergency Tire Road Hazard Coverage Benefits.

C. Key Replacement

Automotive Key Replacement reimbursement up to \$250 is available if YOU have a broken, stolen or lost ignition car key for YOUR COVERED VEHICLE. YOU may only utilize this benefit once per coverage period. Key Replacement coverage is effective sixty (60) days after vehicle enrollment date. Please send YOUR receipt to: Roadside Innovation Membership Plan, Attn: Key Replacement, 8609 Westwood Center Drive, Suite 810, Vienna VA 22182.

Rental Vehicles are excluded from Key Replacement Benefits.

D. Trip Interruption

Trip Interruption is available for mechanical disablements and accidents. The owner or authorized driver must be 50 miles or more away from their primary residence. Reimbursement consideration is for expenses incurred during the first

three days following the disablement/accident. Reasonable expenses for food, lodging and alternate transportation such as a rental vehicle and/or commercial transportation are covered up to \$250 per day for a total \$1,250 maximum benefit. YOU may only utilize this benefit once per coverage period. Please send YOUR receipts tied to the COVERED VEHICLE to: Roadside Innovation Membership Plan, Attn: Trip Interruption, 8609 Westwood Center Drive, Suite 810, Vienna VA 22182.

E. Traffic Court Defense

Member will be reimbursed up to \$200 for his/her defense regarding traffic tickets. Traffic court defense claims are limited to once during YOUR membership period. For reimbursement, mail a copy of the ticket or accident report tied to the COVERED VEHICLE along with the bill from YOUR attorney to Roadside Innovation Membership Plan, Attn: Traffic Court Defense, 8609 Westwood Center Drive, Suite 810, Vienna VA 22182.

F. Auto Theft Reward

A reward of \$2,000 for information leading to the arrest and conviction of anyone who steals YOUR COVERED VEHICLE. Member, family members and law enforcement personnel are ineligible for this reward. The reward does not cover loss from vandalism or stolen contents. Auto theft reward claims are limited to once during YOUR membership period. For reimbursement, please have informant submit applicable police reports to Roadside Innovation Membership Plan, Attn: Auto Theft Reward, 8609 Westwood Center Drive, Suite 810, Vienna, VA 22182. Other documents may be requested as proof of YOUR claim. Be prepared to provide police reports and proof of the arresting conviction associated with the auto theft.

Rental Vehicles are excluded from Auto Theft Reward Benefits.

All requests for reimbursements must be postmarked within 60 days after the date of the event and must have occurred during membership tenure.

4. SERVICE VEHICLE TRACKING

Roadside Innovation, Inc. dispatch may provide the capability to YOU in the event YOU are a smartphone user. If YOUR smartphone has a HTML5 browser, YOU may be able to see real-time tracking of the service vehicle en-route to YOUR location. This feature is initiated by US via text message to YOU and standard message and data rates will apply.

5. PROGRAM ELIGIBILITY

The program is limited to YOUR COVERED VEHICLE(S). WE only offer services for self-propelled vehicles; cars, motorcycles, vans, and small trucks (up to 10,000 lbs. Gross Vehicle Weight Rating), licensed, and used for private on-road transportation. This program will only provide services to YOU if the vehicle needing such services is being used for personal use only, and not commercial use. However, personal vehicles that are used for transportation network companies (ride-hailing, ride-sharing) are allowed under this program while being used for this commercial purpose. Taxicabs are commercial vehicles and are excluded from program eligibility. In addition to taxicabs, the following are also excluded from program eligibility: tractors, boats, trailers, recreational vehicles and trucks, dune buggies, and vehicles used for competition.

6. <u>HOW TO OBTAIN SERVICE</u>

If you have any issue for which one of the emergency services outlined above are necessary, please call US at 1-877-264-8987. When calling for service, please be prepared to provide your name, COVERED VEHICLE information, member number and location of disablement.

If YOU cancel your service event more than 20 minutes after YOUR initial request or YOU are GONE ON ARRIVAL, YOUR account entitlements will be reduced by one event. If you are GOA due to miscommunication of your disablement location, the reassignment of the original service provider or the dispatch of a different service provider will result in an additional event being reduced from your account entitlements.

Any questions regarding how to obtain service, reimbursements or any questions relating to customer service can be addressed to member@roadsideinnovation.com.

7. EXCLUSIONS FROM COVERAGE

This contract does not cover any of the following;

Service if the vehicle(s) covered under this contract is not directly involved in the service event request.

Towing or service while at an auto repair shop or service station to another location. This is considered auto transport, a non-covered event. WE may be able to provide service for an on-demand fee.

Towing or service on Restricted Roadways. Please contact law enforcement officials to manage the event. If WE are not then able to directly service the event, please follow the General Reimbursement guidelines as defined within this agreement.

Towing or service on roads not regularly maintained (including private property), or in areas not regularly traveled, such as vacant lots, beaches, open fields or other places that would be hazardous for service vehicles to reach. This is considered a non-standard event. WE may be able to provide service however additional expenses may apply.

Immediate towing or service coverage if there are unsafe conditions for the service provider. Unsafe conditions involve ice, sleet, snow, mud or other environmental conditions that may delay service until conditions improve. Unsafe conditions in direct proximity to the disabled vehicle may require a Winch in order for service to continue. If vehicle requires another service beyond the Winch, it will be considered a second event.

Service when a vehicle is snowbound. WE do not shovel vehicle from unplowed areas, snow banks, snowbound driveways or curbside parking. It is YOUR responsibility to ensure vehicle is accessible. WE may be able to winch in a snowy

environment subject to the discretion of the service provider. If vehicle requires another service beyond the Winch, it will be considered a second event.

Installation or removal of snow tires and chains during roadside service.

Towing or service if disabled vehicle is in a dangerous roadway location such as in or near a heavy traffic environment. Please contact law enforcement officials to manage the situation into a safe location. If WE are not then able to directly service the event, please follow the General Reimbursement guidelines as defined within this agreement.

Service if you are not with the vehicle. However, unattended service is allowable for Towing, Winch and Flat Tire. YOU do not need to stay with the disabled vehicle while waiting for Jump Start, Lockout, and Fuel Delivery service but must promptly meet service provider upon their arrival. If YOU choose to leave YOUR vehicle, please do so safely. If YOU feel unsafe returning to the vehicle, service provider will Tow or Winch to a safe location prior to YOUR required return. The Tow or Winch in this instance will count as additional service event.

Vehicle storage charges, cost of parts and installation, products, materials, impounding and additional labor relating to towing.

Service requested for impounded or booted vehicles.

Dismounting or rotating tires.

Transportation for YOU to the vehicle for service.

Charging a weak or dead battery for any period of time after a jump start event.

Service of any kind on vehicles using dealer tags.

Immediate towing or service if the vehicle disablement or request for service arises due to fire, explosions, power blackouts, civil disorders, riots, acts of civil or military authority, acts of public enemy, war, interruption or failure of telecommunications or digital transmission links, acts of God or any other causes beyond Service Provider's reasonable control. WE will resume service as

conditions allow. Immediate service during or shortly thereafter these conditions exist may be available but are considered non-standard. Thus, additional expenses may apply.

8. <u>LIMITATION OF LIABILITY</u>

WE will not accept responsibility for repairs or the availability, delivery or installation of parts including but not limited to car batteries, replacement keys, and tires. All parts used and services provided by the service facility must be authorized and paid for by YOU.

All authorized service providers are independent contractors and are not OUR agents or employees, therefore WE assume no liability for any damage to the vehicle resulting from the rendering of service or for personal items left in the vehicle. WE are not responsible for incidental or consequential damages as a result of any act of the vendor in rendering service requested by YOU, which includes but is not limited to any claims for personal injury or damage to property.

9. PAYMENTS

The Roadside Innovation Membership Plan is sold as an annual membership subscription. The plan is paid for annually via automatic renewal until a cancellation request occurs.

It is YOUR responsibility to ensure YOUR payment method on file with Roadside Innovation is current and valid.

If YOUR payment method on file for auto-renew fails, YOUR access to benefits will be suspended immediately until the situation is rectified. If WE are unable to successfully approve the payment method on file or do not receive updated information to the payment method on file within 20 days, YOUR account may be cancelled. In this situation, no funds were gathered for future services and therefore, no refund amounts will be made available.

10. FAMILY FLEET VEHICLE MANAGEMENT

YOU may modify eligible vehicles under this contract at any time during YOUR COVERAGE TERM. In order to modify your fleet, please email US at

<u>support@roadsideinnovation.com</u> or visit YOUR account online at www.roadsideinnovation.com.

11. CANCELLATION

YOU may cancel this contract at any time. In order to cancel this motor club contract, please email US at support@roadsideinnovation.com. Please include YOUR name, address, member number on the account and reason for the cancellation.

Benefits will end immediately and YOU will be entitled to a refund of the unused portion of the CONTRACT PURCHASE PRICE, calculated pro rata, without any deductions provided YOU have not redeemed service benefits.

WE may elect to cancel YOUR membership for any reason at any time. Benefits will end immediately and YOU will be entitled to a refund of the unused portion of the CONTRACT PURCHASE PRICE, calculated pro rata, without any deductions provided YOU have not redeemed service benefits.

12. TRANSFER

This contract is non-transferable. However, vehicles attributed to YOUR account may be modified at any point during the CONTRACT TERM. If YOU no longer have vehicles YOU seek to attribute to coverage, please cancel this contract. Cancellation terms then apply.