

d2d Door to Downtown Pilot Program

TERMS AND CONDITIONS FOR RIDERS

Version 1.0 November 22, 2016

These terms of service constitute a legally binding agreement (the “Agreement”) between you and the City of Boulder, a home rule municipality and political subdivision of the State of Colorado (the “City”), governing your participation and acceptance of the benefits bestowed upon you when participating in the d2d Door to Downtown Pilot Program (the “Program”).

The Program is a temporary financial benefit provided to persons seeking transportation to a location within the downtown Boulder service area depicted on a map available on the d2d website www.d2dboulder.com (the “Target Area”) during the daily hours of operation of 11:00 a.m. through 9:00 p.m. (“Active Hours”) during the promotion period of November 25, 2016 through January 1, 2017, (“Pilot Period”). (“Daily Program Times”) by utilizing a smartphone or other method to connect with independent contractor drivers working through the following companies (the “TNCs”): Uber Technologies Inc., (“Uber”) and Lyft, Inc., a Delaware corporation (“Lyft”) and taxi company zTrip, a subsidiary of Transdev On Demand Inc., (“zTrip”) to provide those trips, collectively “transportation providers”.

By agreeing to participate in the Program and accepting the benefits thereof, you expressly acknowledge that you understand this Agreement and accept and agree to be bound by all of its terms. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT PARTICIPATE IN THE PROGRAM NOR ACCEPT ANY OF THE BENEFITS OUTLINED HEREIN.

1. REPRESENTATION AND WARRANTIES

You represent and warrant that you are at least 18 years old and that you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement. You hereby represent and warrant that you will comply with all applicable laws and regulations in connection with your participation in the Program and adhere to your chosen transportation provider’s Terms and Conditions. The City does not make any warranties, express or implied, with respect to the Program, any financial benefit provided through the Program or any transportation services provided by the independent contractor drivers.

2. Program Restrictions and LIMITATIONS

- a. To participate in the Program, you must register as a rider (the “Rider”) at www.d2dboulder.com and complete an initial brief questionnaire and subsequent short questionnaires to help the City evaluate the pilot program.
- b. The Program covers a \$5 per ride discount so long as:

- i. The survey and required information has been completed at www.d2dboulder.com. Survey information will be kept confidential and anonymized. You will be asked to choose a provider (Lyft, Uber and, for wheelchair accessible rides, zTrip) for all five discounted rides.
 - ii. The trip's destination is the Target Area.
 - iii. The ride will need to begin during the daily hours of operation between 11am and 9pm, any day of the week during the Pilot Period.
 - iv. In the case of TNCs, you've applied the appropriate rideshare code sent to you from d2d Boulder via text into the TNC application of your choice and verified that the code was applied correctly to your rideshare provider App prior to your trip to the destination Target Area; or in the case of a wheelchair accessible ride, booked your ride with zTrip using the phone number and account provided by d2dboulder.com
 - v. Limited to a maximum of five (5) discounted rides.
- c. If you fail to comply with the provisions in Paragraph 2(b) i, ii, iii, iv, v, your ride fees will not be covered. Even if you meet the provisions in Paragraph 2(b) i, ii, iii, iv, v, the City will not reimburse you if the coupon or ride code fails to work properly and your ride fees are charged to you through the TNC's application or through zTrip, taxi company. Any such reimbursement may only occur through your chosen transportation provider, without involvement of the City. For complaints or reimbursements requests, please go to your transportation provider's help desk.
- d. You will be responsible for all ride fees charged to you through the TNC application if the origination or destination of your trip is not the Target Area or is outside of the Daily Program Times.
- e. The Program only covers \$5 per ride within the provisions set forth in section 2 (b) i, ii, iii, iv, v and specifically does not cover fees that you may incur during your ride such as surge pricing, cancellation fees, damages, or other fees charged by the TNC you select or any tips or gratuities you would like to pay the driver. You are responsible for those charges and amounts.
- f. The Program is temporary and may be cancelled at any time without prior notice to you.
- g. When participating in the Program, you are subject to the terms and conditions of the transportation provider's Terms of Service.

- h. The Program is not a transportation service being provided by the City. Drivers providing transportation to you are independent contractors working through the Transportation Providers and are not employees of the City.
- i. The City does not guarantee the availability of transportation service provided through the TNCs during the Daily Program Times.
- j. To receive a ride from a wheelchair accessible vehicle, you must use zTrip and properly register with zTrip as requiring a wheelchair accessible vehicle.
- k. The City is not responsible for any negative passenger or driver ratings and has no ability to control or revise such ratings.
- n. If you are banned from using a transportation provider or otherwise banned by a transportation provider, you will not be permitted to participate in the Program.
- o. The City reserves the right to terminate your use of and access to the Program at any time and without prior notice to you.
- p. Lyft Terms. The following terms govern if you choose Lyft as the Transportation Provider during the Program: After signing up with your phone number, users will receive a text message with a link to redeem the Program discount code (the “Lyft Code”). You must redeem the Lyft Code during the Pilot Period. Credits issued after you redeem the Code will expire at the end of the Pilot Period. Credits must be used on the Lyft platform and Credits are not redeemable for cash. All charges exceeding the Credit value will be applied to your personal payment method. By using the Lyft Code you agree to Lyft’s Terms of Service (<https://www.lyft.com/terms>). Lyft not available in all locations. This offer is non-transferable and cannot be combined with other Lyft offers. Message and data rates may apply. Void where prohibited by law. You agree that Lyft may provide Lyft Code redemption information to the City, BluCar, LLC d/b/a Commutifi or Rocky Mountain Institute.
- q. UBER Terms. THIS DISCOUNT IS ONLY VALID FOR TRIPS THAT END IN THE BOULDER DOWNTOWN BUSINESS DISTRICT BETWEEN 11AM AND 9PM MST. MAXIMUM DISCOUNT OF \$5 FOR 5 DISCOUNTED RIDES PER USER. PROMOTION ENDS AT 11:55PM ON JANUARY 2, 2017. TERMS SUBJECT TO CHANGE.

3. Modification of Agreement

The City reserves the right to modify this Agreement at any time without notice to you. For the duration of this Program the most recent version # can be found at www.d2dboulder.com.

4. INDEMNITY

You will defend, indemnify, and hold the City and each Transportation Provider and their respective officers, employees, contractors and any third parties harmless for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your participating in the Program, including: your breach of this Agreement or your violation of any law or the rights of a third party.

5. LIMITATION OF LIABILITY

THE CITY AND EACH TRANSPORTATION PROVIDER AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, CONTRACTORS, AND ANY THIRD PARTIES WILL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE CITY DOES NOT INTEND TO WAIVE ANY LIMITATION OF LIABILITY PROVIDED PURSUANT TO THE COLORADO GOVERNMENTAL IMMUNITY ACT, C.R.S. § 24-10-101 ET SEQ.

6. E-MAIL, TEXT, TELEPHONE AND OTHER COMMUNICATIONS

By participating in the Program, you specifically agree to accept and consent to receiving communications by text and/or telephone from BluCar, LLC d/b/a Commutifi on behalf of the the City or from the Transportation Providers regarding your participation in the Program. You will not be reimbursed for any text messaging charges applied by your cell phone carrier.

7. Notice

Notice to the City regarding the Program shall be given by certified mail, postage prepaid and return receipt requested to:

D2d Door to Downtown Mobility Pilot Program

City of Boulder

Attn: City Manager

P.O. Box 791

Boulder, CO 80306-0791

8. General terms

- a. This Agreement shall be governed by the laws of the State of Colorado. Venue for any dispute under this Agreement shall be brought in the state district court in Boulder County Colorado.
- b. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- c. A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches.
- d. This Agreement sets forth the entire understanding and agreement between you and the City with respect to the subject matter hereof.
- e. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.