

## Welcome to curbFlow!

curbFlow Inc., a Delaware corporation, provides reservations for timed pickup and drop-offs points at curbs (the "Service").

By using our Service, you are agreeing to these terms. If you are using our Service on behalf of a company, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these terms. In such case the words "you" and "your" as used in these terms refer to such entity. Please read them carefully.

## Using Our Services

You must follow any and all policies made available to you within the Service.

**Use our Service, but don't misuse it.** For example, don't interfere with our Service or try to access it using a method other than the interface and the instructions that we provide. Misuse includes but is not limited to the following: (i) accessing, tampering with, or using non-public areas of the Service, curbFlow's computer systems, or the technical delivery systems of curbFlow's providers; (ii) probing, scanning, or testing the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) accessing or searching or attempting to access or search the Service by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by curbFlow (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with curbFlow; or (iv) forging any TCP/IP packet header or any part of the header information in any email or posting, or in any way using the Service to send altered, deceptive or false source-identifying information. You may use our Service only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Service to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Any use of or reliance on any information from third parties made available by the Service or obtained by you through the Service is at your own risk. We do not endorse, support, represent, or guarantee the completeness, truthfulness, accuracy, or reliability of any information made available by third parties through the Service or obtained by you through the Service.

In connection with your use of the Service, we may send you service announcements, administrative messages, and other information.

Our Service is available on mobile devices. Do not use such Service in a way that distracts you and prevents you from obeying traffic or safety laws.

## Your curbFlow Account

You may need a curbFlow Account in order to use our Service. You may create your own curbFlow Account, or your curbFlow Account may be assigned to you by an administrator, such as your employer. If you are using a curbFlow Account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account.

To protect your curbFlow Account, keep your password confidential. You are responsible for the activity that happens on or through your curbFlow Account. Try not to reuse your curbFlow Account password on third-party applications. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

## Privacy and Data Security

curbFlow's [privacy policy](#) explains how we treat your personal data and protect your privacy when you use our Services. By using our Service, you agree that curbFlow can use such data in accordance with our privacy policy.

## Your Data in Our Services

Our Service allows you to upload, submit, store, send or receive data. You retain ownership of any data that you originate.

When you upload, submit, store, send, or receive data to or through our Service, you give curbFlow (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works, and communicate such data. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Service, and to develop new ones. This license continues even if you stop using our Service (for example, location data you send while using the curbFlow platform). Our Service may offer you ways to access and remove data that has been provided to that Service. Also, our Service may contain terms or settings that narrow the scope of our data use that you submit to the Service. Make sure you have the necessary rights to grant us this license for any data that you submit to our Service.

You can find more information about how curbFlow uses and stores data in the privacy policy. If you submit feedback or suggestions about our Service, we may use your feedback or suggestions without obligation to you.

## About Software in Our Services

When our Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. We may let you adjust your automatic update settings.

curbFlow gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by curbFlow as part of the Service. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by curbFlow, in the manner permitted by these terms.

## Limitations to Your Use of Our Services

Neither use of our Service nor access to this license gives you ownership of any intellectual property ("Intellectual Property") in our Service. Intellectual Property means any and all worldwide rights in and to intellectual property, whether or not protected by copyrights or patents, and including, without limitation, copyrights, trademark applications, trademarks, patent applications, patents, trade secret rights, logos, domain names, and other exclusive and non-exclusive rights pertaining to intellectual property owned or controlled by curbFlow. You may not access property using our Service unless you obtain permission from its owner or are otherwise permitted by law. You may not copy, modify, distribute, sell, or lease any part of our Service or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission. Nothing in these terms gives you a right to use the curbFlow name or any of curbFlow's distinctive brand features. All right, title, and interest in and to the Service are and will remain the exclusive property of curbFlow and those we work with. Don't remove, obscure, or alter any legal notices displayed in or along with our Service.

## Modifying and Terminating our Service

We are constantly changing and improving our Service. We may add or remove functionalities or features, and we may suspend or stop our Service altogether.

You can stop using our Service at any time, although we'll be sorry to see you go. curbFlow may also stop providing our Service to you, or add or create new limits to our Service at any time.

We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

## Our Warranties and Disclaimers

We provide our Service using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, CURBFLOW DOES NOT MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICE. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE INFORMATION WITHIN THE SERVICE, THE SPECIFIC FUNCTIONS OF THE SERVICE, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICE "AS IS."

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

## Business Uses of our Service

If you are using our Service on behalf of a business, that business accepts these terms. It will hold harmless and indemnify curbFlow and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Service or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

## About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Service. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the Service. Changes will not apply retroactively. Changes addressing new functions for the Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for the Service, you should discontinue your use of such Service.

If there is a conflict between these terms and the additional terms pursuant to this section, the additional terms will control for that conflict.

These terms control the relationship between you and curbFlow. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. The laws of California, excluding California's conflict of laws rules, will apply to any disputes arising out of or

relating to these terms or the Services. All claims arising out of or relating to these terms or the Services will be litigated exclusively in the federal or state courts of San Francisco County, California, and you and curbFlow consent to personal jurisdiction in those courts and waive any objection as to inconvenient forum. If you are a state or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then these clauses do not apply to you.

For information about how to contact curbFlow, please visit our contact page.