

GOMONEYMILES PROGRAM TERMS OF SERVICE

SBCTA – USER AGREEMENT

Note: the terms “User” or “you” refer to individuals choosing to participate in the GoMoneyMiles Program.

Effective [Insert Date]

This GoMoneyMiles Program Terms of Service Agreement (“GoMoneyMiles Agreement”) is a legally binding agreement between you (“User”) and the San Bernardino County Transportation Authority (“SBCTA”), a public agency organized under the laws of the State of California.

Participation in the GoMoneyMiles Program (“Program”) is voluntary, may be withdrawn by the User at any time, and is subject to suspension and/or termination by SBCTA at any time for User’s noncompliance with any term of this GoMoneyMiles Agreement at SBCTA’s sole discretion. By registering or continuing to use the Program, you acknowledge that you have read, understood, and agree to the following terms.

1. Program Overview

The Program rewards San Bernardino County commuters for reducing Vehicle Miles Traveled (VMT) through either verified commutes made by carpool, vanpool, transit, bicycle, walking, and/or microtransit (e.g. scooter), or by teleworking.

Carma Technology Corporation (“Carma”) operates the GoCarma mobile application and data platform on SBCTA’s behalf.

The Program participation enables users to earn, view, and redeem incentives that correspond to verified commute data collected via the GoCarma mobile application.

The Program is an incentive-based program only and does not issue citations, impose penalties, affect toll charges, nor affect vehicle registration status. Notwithstanding anything to the contrary in this GoMoneyMiles Agreement, SBCTA is required to comply with all applicable records disclosure laws.

2. Eligibility

- a) You must live and/or work within San Bernardino County. SBCTA may verify residence, employment, and commuting patterns before approving or allowing continued participation. SBCTA may confirm eligibility using information provided by the User during registration, inferred commute patterns, employer or work-location information, or other reasonable verification methods. SBCTA may request additional information to

confirm continued eligibility and may suspend or terminate participation if eligibility cannot be verified.

- b) You must be at least 18 years of age.
- c) Only one (1) Program account is permitted per individual.
- d) You must comply with all terms of this GoMoneyMiles Agreement, and any future changes to this GoMoneyMiles Agreement made by SBCTA at their sole discretion.

3. Data Collection and Privacy

The GoCarma mobile application and related services collect certain information in order to administer the Program. This information may include:

- a) Account and registration information, such as first name, last name, email address, phone number, GoCarma account identifiers, employer name and/or program sponsor, home location, work location, commute schedule information, and commute preferences or participation settings;
- b) Trip and travel information, including trip start and end times, duration, distance, approximate location, detected routes, and travel mode;
- c) Telework participation indicators or confirmations submitted by the User;
- d) Device and application information, such as device type, operating system version, app diagnostics, and crash information;
- e) Bluetooth Low Energy (BLE) signals and related proximity information used to detect nearby participating devices for the purpose of verifying shared travel or carpool activity;
- f) Device motion data, including accelerometer or motion sensor data, used to help detect travel activity;
- g) Device-reported activity classifications provided by the mobile operating system, such as walking, cycling, driving, or transit;
- h) Indicators that the device is connected to in-vehicle systems such as Apple CarPlay or Android Auto; and
- i) Comparisons between trip data and publicly available transit schedule data, such as GTFS feeds, to determine whether a trip may have occurred on public transit.

The mobile application may periodically collect trip and travel data when commute activity is detected, when a scheduled commute time occurs, when the User manually starts a commute, or when reasonably necessary to administer Program functions such as mode verification, telework validation, incentive calculation, fraud review, customer support, audits, and dispute resolution.

When telework is confirmed, the system may analyze travel activity during that period solely to determine whether recorded travel is consistent with Program participation rules and to calculate any travel that does not qualify as VMT-mitigating.

If a User grants the GoCarma mobile application permission to access location services on an “Always Allow” basis, the application may periodically awaken in background mode to determine whether the User may be starting or completing a commute. In such instances, the application may request a limited location reading from the mobile operating system solely to assess whether travel activity consistent with a commute may be occurring.

In limited circumstances where the system identifies behavior reasonably believed to indicate fraud, misuse, or violation of Program rules, the application may temporarily request additional location or proximity information outside of an active commute trip. Such verification is limited in duration and scope, may involve event-based location or proximity readings, is used solely to verify compliance with Program rules, and does not constitute continuous tracking.

Only the data reasonably necessary to administer and evaluate the Program is shared with SBCTA and SBCTA-authorized contractors, including data used to verify eligibility, calculate VMT reduction, and process incentives. Specifically, Carma may share limited, anonymized data necessary for Program evaluation and compliance reporting — nothing that identifies commuters personally.

Carma May Share with SBCTA:

Aggregated and anonymized data such as:

- Total VMT reduced
- Average trip lengths and modes
- Program participation counts
- Incentive totals by mode

This data helps SBCTA and its partners measure the Program’s impact and design future mobility initiatives.

Data We Do NOT Share

Carma does **not** share with SBCTA:

- Individual names, phone numbers, or email addresses
- Specific trip routes or GPS paths
- Home or work addresses tied to commuter identity

Commuters’ identifiable data remains confidential within GoCarma’s secure systems.

Legal and Compliance

GoCarma must comply with all applicable local State, and federal regulations and laws, which may include the following:

- **California Consumer Privacy Act (CCPA)**
- **SBCTA data governance policies**
- **SOC2 Certification**
- **Contractual data-sharing agreements that strictly limit access and use**

All Program partners must comply with all applicable privacy and security regulations and laws.

Commuter Participant Control

Users can view their permissions and data access anytime through **Help** → **Privacy Center** in the app. Users may opt out of future participation or request data deletion. They may contact Carma through the app (app menu -> Contact Us) at any time.

Detailed information about Carma's data practices, including additional technical data collected for platform operation and security, is described in the Carma Technology Terms of Service and Privacy Policy, available at <https://gocarma.com/legal/gomoneymiles>.

Neither Carma, SBCTA or its contractors will sell or use your personal data such as name, home address, work address, email address or phone number for marketing purposes. Personal data and user trip data, including phone location data (GPS, Bluetooth, accelerometer) is retained by Carma for no more than 60 days to allow users to challenge any trip mode and length and for billing and reconciliation purposes. After 60 days all personal and user data is anonymized or deleted and all that remains in Carma's possession is a database record of a trip, mode of transportation and any earnings.

4. Earning Incentives

- You may earn incentives for verified commute or telework days that reduce VMT relative to your baseline travel behavior, as determined by SBCTA. Baseline behavior requires at least three (3) segments to and from your home address to your work address within a thirty (30) day period, in any combination, i.e., three (3) trips from home to work, three (3) trips from work to home, or one (1) trip from home to work and two (2) trips from work to home.
- Incentives are earned only for travel between your designated primary home location and your designated primary workplace location, as established during registration or subsequently updated. In the event that you update your home or work address you will be required to complete three (3) more baseline trips between your new addresses in order to earn incentives regardless of any completed trips using your prior address(es). Your previous trips using your former address(es) will remain as accrued on your account but you cannot cash out such accrued and earned incentives until you complete three (3) more baseline trips using your updated address(es).

- You may only earn incentives once you've established your baseline.
- You may earn incentives for no more than five (5) eligible commute or telework days per week and no more than 240 days over any 12-month period.
- To remain eligible for the Program, you must complete at least six (6) commute segments (home to work, work to home) per calendar month to your designated workplace, using any mode of travel.
- Simulated, fabricated, or inaccurate trip behavior, including false telework declarations, staged carpooling, manipulated travel patterns, or other attempts to artificially generate VMT reductions, is prohibited and may result in loss of incentives, suspension, or termination from the Program.
- Incentives accumulate in your GoCarma Wallet and may be redeemed once your balance equals or exceeds \$10 and you maintain the requirement of baseline trips.
- Incentive rates, thresholds, methodologies and eligibility rules are determined solely by SBCTA and may be modified at any time.
- Incentives have no cash value until redemption is approved and processed by Carma or its contractor, operating under the guidelines provided by SBCTA.
- Incentives are subject to an annual program limit earnings cap of \$599.
- Participants may periodically be asked to complete short surveys or provide feedback to support Program evaluation and reporting. Participation in such surveys is voluntary and does not guarantee additional incentives.

5. Redemption and Forfeiture

- Redemptions may be issued as electronic transfers, gift cards, or other approved methods.
- User cash balances expire after 1 year of inactivity. Carma will provide you with a reminder approximately two (2) weeks prior to such expiration.
- Accounts may be suspended or terminated for suspected fraud, misreporting, or misuse of the app.
- Users remain responsible for any applicable taxes resulting from received incentives.

6. Dispute Resolution

- You may challenge any automated commute or mode classification within seven (7) days of posting by submitting a dispute through the GoCarma app or help center.

- Carma will review supporting data and issue a final determination.
- That determination is final for purposes of incentive eligibility and payout.
- However there is no guarantee of outcomes. Carma does not guarantee:
 - Accurate trip detection or classification in all circumstances;
 - Eligibility for incentives, discounts, benefits, or access;
 - Avoidance of penalties, or enforcement actions; and
 - Continuous, uninterrupted, or error-free operation of any software or services.

7. Customer Support

Carma provides:

- 24/7 automated chat and self-help resources, and
- Live in-app agent assistance Monday–Friday 8 a.m.–5 p.m. Pacific Time for account or payment issues.

8. User Responsibilities

You agree to:

1. Provide accurate registration and commute information.
2. Use the app only for your own travel behavior.
3. Avoid falsifying or fabricating commutes or telework days.
4. Maintain your device settings (location services, motion sensors, etc.) required for accurate commute detection.
5. Maintain safe driving or traveling at all times and not access the app while driving or allow it to be a distraction from your driving responsibility. Neither Carma nor SBCTA are responsible for any collisions, accidents, injuries, death, or mishaps while traveling, regardless of mode or circumstance.

SBCTA reserves the right to terminate users who fail to comply with this GoMoneyMiles Agreement.

9. Program Changes and Termination

SBCTA may modify, suspend, or terminate the Program, its rules, or incentive structure at any time with or without notice. Such modifications or termination decisions are final and are not subject to individual dispute or appeal.

Participation does not create any property right or guarantee of continued funding.

In the event of Program suspension or termination, all unredeemed balances may expire.

10. Disclaimer of Warranties

The Program and its associated technology are provided “as is” and “as available.”

SBCTA and Carma make no warranties of any kind, whether express or implied, including, but not limited to, with regard to accuracy of commute detection, incentive calculations, or uninterrupted system availability.

11. Limitation of Liability

To the maximum extent permitted by law:

- SBCTA, its governing board, officers, employees, agents, and contractors shall not be liable for any damages, losses, or injuries arising from or related to your participation in the Program, inability to access the Program, Program data inaccuracies, missed rewards in the Program, and/or use of any Program software of.
- Your sole remedy for any claim is termination of participation and, if applicable, redemption of verified incentives already earned.

12. Indemnification

You agree to defend, indemnify, and hold harmless SBCTA, and their respective officials, officers, employees, and contractors from any claims, damages, or expenses arising, either directly or indirectly, out of your participation in the Program, data submissions to the Program, misuse of the Program, and/or use of any Program software or services.

13. Governing Law

This GoMoneyMiles Agreement is governed by the laws of the State of California.

Any disputes shall be resolved in the courts of San Bernardino County, California.

14. Entire Agreement

This GoMoneyMiles Agreement, together with the Carma Technology Terms of Service and Privacy Policy, constitutes the entire understanding between you and SBCTA concerning participation in the Program. In the event of any conflict between this Agreement and the Carma Technology Terms of Service and Privacy Policy found at gocarma.com/legal/gomoneymiles, this GoMoneyMiles Agreement controls with respect to participation in the Program and operation of the Program.

15. Third Party Services

The Program may rely on third-party services, software, or tools to support analytics, communications, or incentive delivery. SBCTA and Carma are not responsible for the privacy practices or terms of any such third parties. Users are encouraged to review applicable third-party terms and privacy policies.

Acknowledgement

By selecting “I Agree” in the Carma app or on the GoMoneyMiles website, you acknowledge that:

- You have read and accepted these Terms;
- You understand that SBCTA provides this Program on a voluntary basis; and
- You release SBCTA from any liability related to participation, data collection, or incentive determination.

CARMA TECHNOLOGY CORPORATION

GLOBAL TERMS OF SERVICE & PRIVACY POLICY

Last Updated: March 12, 2026

1. **Acceptance of Terms.** This Terms of Service and Privacy Policy (this “Carma Agreement”) is a legally binding agreement between you (“User,” “you,” or “your”) and Carma Technology Corporation (“Carma,” “we,” “us,” or “our”).

By downloading, installing, accessing, or using any Carma application, software, hardware, API, website, or related services (collectively, the “Services”), you acknowledge that you have read, understood, and agree to be bound by this Carma Agreement.

Certain features or Services may be offered in connection with program-specific, partner-specific, or agency-specific terms, rules, or addenda (“Program Terms”). Participation in any such program constitutes acceptance of both this Carma Agreement and the applicable Program Terms. In the event of a conflict, the Program Terms govern solely with respect to that program.

If you do not agree to this Carma Agreement, you must not access or use the Services.

2. **Role of Carma; No Rulemaking or Enforcement Authority.** Carma provides a software-based mobility technology platform that enables the collection, processing, verification, analysis, and reporting of travel- and vehicle-related data.

Carma does not establish, and shall not be deemed to establish, unless expressly stated in applicable Program Terms:

- Transportation rules or policies
- Pricing, rates, or usage fees
- Eligibility criteria or incentive values
- Penalties or enforcement outcomes

Such determinations are made by authorized third parties, including public agencies, or program sponsors.

Unless otherwise specified in applicable Program Terms:

- Carma acts as a technology provider, and
- Where applicable, as a data processor acting on behalf of a program sponsor or public agency.

Carma does not act as a transportation authority or law enforcement agency.

3. **Description and Scope of Services.** Depending on the applicable **GoMoneyMiles** Agreement, the Services may support one or more of the following functions:

- a) Commute trip detection and recording;
- b) Vehicle Miles Traveled (“VMT”) measurement and reduction accounting;
- c) Telework participation tracking and verification;
- d) Travel mode detection and validation, including carpool, transit, bicycle, walking, and related alternatives;
- e) Incentive, credit, or reward program administration; and
- f) Compliance verification, auditing, fraud detection, dispute resolution, and customer support workflows.

The Services are designed to support a wide range of mobility pricing, access, incentive, payment, and compliance programs. The specific rules, pricing structures, geographic scopes, operating hours, eligibility criteria, incentives, penalties, and enforcement mechanisms applicable to any such program are defined in the GoMoneyMiles Program Terms of Service and not in these Global Terms.

4. **Account Registration and Eligibility.** To use certain Services, you may be required to create an account and provide accurate, complete, and current information, which may include vehicle and device information if specified in the relevant Program Terms.

You represent and warrant that:

- You are legally authorized to use any vehicle you register;
- All information you provide is truthful, accurate, and complete; and
- You will promptly update information if it changes.

Carma may suspend or terminate access to the Services if information provided is inaccurate, misleading, or incomplete.

5. **Data Collection.** In connection with providing the Services, Carma may collect, receive, generate, or process the following categories of data (“**Service Data**”):

• **Account and Enrollment Information**

Name, email address, phone number, account credentials, employer or program sponsor information, home and work location information, commute schedule information, and participation settings.

- **Device and Application Information**

Device identifiers, operating system information, device type, application diagnostics, crash reports, and related technical metadata.

- **Trip and Travel Data**

Location data, including GPS-derived coordinates; trip start and end times; duration; distance traveled; detected routes; travel mode indicators; device-reported activity classifications; motion or accelerometer data; Bluetooth Low Energy proximity data; Apple CarPlay or Android Auto indicators; and derived metrics such as commute summaries, VMT totals, VMT reductions, telework validations, eligibility flags, or compliance determinations.

- **Transit and Shared Travel Verification Data**

Comparisons between trip activity and publicly available transit schedule data, such as GTFS feeds, and proximity data used to verify shared travel or carpool activity.

Such systems are intended to capture **vehicles and roadway environments** and are not intended to identify individuals, faces, or biometric identifiers.

6. Use of Data. Carma may use collected or derived Service Data for purposes including:

- Calculating charges, fees, credits, or incentives;
- Enabling payments, settlement, and account reconciliation;
- Verifying eligibility, occupancy, or compliance with applicable rules;
- Supporting audits, dispute resolution, system validation, and quality assurance;
- Supporting lawful enforcement actions, notices of violation, or compliance workflows administered by authorized third parties; and
- Improving and maintaining the performance, accuracy, reliability, and security of the Services.

Carma does not, and will not, sell personal information for marketing or advertising purposes.

7. Data Sharing and Disclosure. Carma may disclose Service Data solely as necessary to operate the Services, including to:

- Government entities or public agencies;
- Infrastructure owners or operators;
- Payment processors;
- Enforcement authorities acting within their lawful authority; and
- Technical vendors, auditors, consultants, or contractors.

All such disclosures are:

- Limited to the minimum data reasonably necessary for the intended purpose;
- Subject to contractual confidentiality and purpose limitations; and
- Consistent with applicable law.

- 8. Third-Party Services and Links.** The Services may contain links to, integrate with, or rely on third-party websites, services, software development kits (SDKs), or technologies that are not owned or controlled by Carma (“Third-Party Services”). Carma does not control and is not responsible for the content, functionality, security, or privacy practices of any Third-Party Services.

Your interactions with Third-Party Services are governed by the applicable third party’s terms of service and privacy policies, not this Carma Agreement. Carma encourages you to review those policies before providing any information or using such services. Carma disclaims all liability arising from your use of or reliance on Third-Party Services.

- 9. User Responsibilities.** You are responsible for:

- Maintaining accurate account and vehicle information;
- Complying with all applicable laws, rules, and GoMoneyMiles (Terms of Service) Agreement and
- Ensuring that any declarations, inputs, or attestations you provide are truthful and accurate

You acknowledge that misreporting, misuse, or unauthorized use of the Services may result in loss of benefits, charges, penalties, suspension, termination, or referral for enforcement under applicable Program Terms.

- 10. Acceptable Use and Prohibited Conduct.** You agree to use the Services only for lawful purposes and in accordance with this Carma Agreement and applicable Program Terms. You agree not to, directly or indirectly:

- a) falsify, misrepresent, or manipulate trip data, occupancy declarations, eligibility inputs, or any other information used to determine pricing, access, incentives, or compliance;
- b) attempt to defeat, bypass, interfere with, or reverse engineer any eligibility, verification, pricing, audit, or enforcement-support logic used by the Services;
- c) access or use the Services through automated means, scraping, bots, scripts, or other non-authorized technologies;
- d) interfere with, disrupt, compromise, or overload the integrity, security, or performance of the Services or underlying infrastructure;
- e) impersonate another person or entity, create multiple accounts for improper purposes, or conceal your identity to evade program rules;
- f) use the Services for any unlawful, fraudulent, or unauthorized purpose.

Carma may investigate suspected violations and take appropriate action, including suspension, termination, retroactive adjustments, or referral to program sponsors or authorities, as permitted by applicable GoMoneyMiles Program Terms.

11. Audits, Verification, and Review. Carma may conduct automated or manual reviews of Service Data to:

- Validate system accuracy and integrity;
- Detect misuse, anomalies, or fraud; and
- Support audits required by program sponsors or applicable law.

Such reviews may occur retrospectively and do not constitute real-time monitoring unless expressly stated in applicable Program Terms.

Audit, verification, and review activities may occur on a retrospective basis and may result in retroactive adjustments, reversals, denials of benefits, or referrals in accordance with applicable Program Terms. Users acknowledge that initial determinations may be provisional and subject to subsequent verification.

12. No Guarantee of Outcomes. Carma does not guarantee:

- Accurate trip detection or classification in all circumstances;
- Eligibility for incentives, discounts, benefits, or access;
- Avoidance of penalties, or enforcement actions; and
- Continuous, uninterrupted, or error-free operation of the Services.

13. No Advice. The Services are provided for informational and operational purposes only. Nothing in the Services constitutes legal, financial, tax, transportation, or regulatory advice. You are solely responsible for understanding and complying with all applicable laws, regulations, and Program Terms that apply to your travel, vehicle use, payments, incentives, or compliance obligations.

14. Data Retention. Unless otherwise required by law or applicable Program Terms, identifiable Service Data will be retained only for as long as reasonably necessary to operate the Services, satisfy audit or legal obligations, and resolve disputes, after which it will be deleted or anonymized.

15. User Consent and Control. By using the Services, you consent to the collection, use, and disclosure of Service Data as described in this Carma Agreement.

You may disable certain features or withdraw from specific Programs through the Services; however, doing so may limit or terminate your ability to access certain Services or receive benefits under applicable Program Terms.

16. Suspension, Termination, and Service Availability. Carma may, in its sole discretion and without liability, suspend, restrict, or terminate access to the Services or any portion thereof, with or without notice, if:

- a) Required to comply with law, regulation, or government request;
- b) Necessary to protect system integrity, security, or operational reliability;
- c) Carma reasonably suspects misuse, fraud, or violation of this Carma Agreement or applicable Program Terms; or
- d) A Program sponsor suspends or terminates a Program.

Carma may modify, interrupt, or discontinue the Services or any feature thereof at any time. You acknowledge that the Services may be unavailable from time to time due to maintenance, updates, system limitations, or events beyond Carma's control.

17. Intellectual Property. All software, documentation, and technology underlying the Services are owned by or licensed to Carma and are protected by intellectual property laws. You are granted a limited, non-exclusive, non-transferable license to use the Services solely as permitted by this Carma Agreement.

18. Government Use and Export Compliance. The Services and related software originate in the United States and may be subject to U.S. export control laws and regulations. You agree to comply with all applicable export and import laws.

If the Services are accessed or used by or on behalf of a government entity, the Services are provided as commercial items, and all use, duplication, or disclosure is subject to the terms of this Carma Agreement and applicable law.

19. Disclaimers the services are provided "as is" and "as available." Carma disclaims all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

20. Limitation of liability. To the extent permitted by applicable law, we exclude all representations, warranties, conditions, and terms (whether express or implied by statute, common law or otherwise) to the fullest extent permitted by law.

To the extent permitted by applicable law, in no event, including, without limitation, negligence, will Carma or any of its affiliated companies be liable for any damages, claims, or losses incurred (including without limitation compensatory, incidental, indirect, special, consequential, or exemplary damages), however caused, and under any theory of liability arising in connection with or related to this agreement or use of the services whether or not reasonably foreseeable, even if Carma or its representatives are advised of the possibility of such damages, claims, or losses and notwithstanding any failure of essential purpose of any limited remedy. Without limiting the foregoing, Carma shall have no liability for any loss of, or damage to, any goods in or on the vehicle or in or on any third party vehicle, any loss, damage, injury or death in relation to any user or

any third party arising from the use of services, loss or damage incurred by the user as a result of any claims made by a third party, or loss or damage incurred by the user arising from or in relation to use of the services.

To the extent permitted by applicable law, Carma and its affiliated companies will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen contingency beyond its reasonable control, including, without limitation, internet outages, communications outages, fire, flood, or war.

These exclusions shall be governed by and construed in accordance with the law of the United States of America. If any provision of these disclaimers and exclusions shall be unlawful, void, or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

- 21. Duties and responsibilities.** Carma shall not be held responsible for any loss of, or damage to, any goods in or on the vehicle, nor shall it be responsible for any loss or damage resulting to third parties for the actions taken by any user during his or her use of services.

Carma shall not be responsible for direct, indirect, incidental or consequential damage or injuries arising from the use of any hardware supplied by Carma.

- 22. Force Majeure.** Carma shall not be liable for any failure or delay in performance resulting from events beyond its reasonable control, including but not limited to internet outages, communications failures, power failures, acts of God, natural disasters, labor disputes, acts of government, war, terrorism, or failures of third-party infrastructure or service providers.

- 23. Indemnification.** You agree to indemnify and hold harmless Carma and its officers, directors, employees, and agents from any claims, damages, liabilities, losses, or expenses arising from your misuse of the Services or violation of this Carma Agreement or applicable Program Terms.

- 24. Assignment.** You may not assign or transfer this Carma Agreement, in whole or in part, without Carma's prior written consent. Carma may assign this Carma Agreement without restriction in connection with a merger, acquisition, corporate reorganization, sale of assets, or by operation of law. This Carma Agreement will bind and inure to the benefit of the parties and their permitted successors and assigns.

- 25. Governing Law.** This Carma Agreement is governed by the laws of the State of California, without regard to conflict-of-law principles, unless otherwise specified in applicable Program Terms.

- 26. Entire Agreement.** This Carma Agreement, together with any applicable Program Terms, constitutes the entire agreement between you and Carma regarding the Services and supersedes all prior or contemporaneous agreements or understandings relating to the Services. In the event of a conflict, applicable Program Terms control solely with respect to that Program.
- 27. Severability and Waiver.** If any provision of this Carma Agreement is held unlawful, void, or unenforceable, that provision will be deemed severable and will not affect the validity or enforceability of the remaining provisions.

No failure or delay by Carma in exercising any right or remedy shall constitute a waiver of that right or remedy, nor shall any single or partial exercise preclude any further exercise.

- 28. Modifications.** Carma may update this Carma Agreement from time to time upon prior approval by SBCTA. Material changes will be communicated through the Services or by other reasonable means. Continued use of the Services after notice constitutes acceptance of the revised Carma Agreement.

DRAFT

GOMONEYMILES CONSENT SCREEN TEXT (FINAL VERSION)

Header:

Before You Continue

Please review how your commute and telework data will be used.

Body Text (three concise sentences):

By joining GoMoneyMiles, you agree that the GoCarma app may collect commute and mode data including during and outside your traditional commute hours to calculate rewards and administer the GoMoneyMiles Program.

Your participation is governed by the GoMoneyMiles Terms of Service between you and the San Bernardino County Transportation Authority (SBCTA).

You can read the full documents anytime at: gocarma.com/legal/gomoneymiles and;

Checkbox + Button:

☐ I have read and agree to the GoMoneyMiles Agreement (Terms of Service). I also agree that I may withdraw consent or delete my account at any time. Ability to accumulate and access incentives ends when either of these occur.