DoorDash Crimson Cover
Program Terms of Service

IMPORTANT: PLEASE REVIEW THIS AGREEMENT CAREFULLY. IN PARTICULAR, PLEASE REVIEW THE MUTUAL ARBITRATION PROVISION IN SECTION 7, AS APPLICABLE, AS EACH REQUIRES THE PARTIES TO RESOLVE DISPUTES ON AN INDIVIDUAL BASIS, TO THE FULLEST EXTENT PERMITTED BY LAW, THROUGH FINAL AND BINDING ARBITRATION (UNLESS CONTRACTOR VALIDLY OPTS OUT OF ARBITRATION, AS PROVIDED BELOW). BY AGREEING TO ARBITRATION, THE PARTIES WAIVE THEIR RIGHT TO SEEK RELIEF IN COURT AND HAVE A JURY TRIAL ON THEIR CLAIMS, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. BY ACCEPTING THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND HAVE TAKEN THE TIME AND SOUGHT ANY ASSISTANCE NEEDED TO COMPREHEND THE CONSEQUENCES OF ACCEPTING THIS AGREEMENT.

These Terms of Service (the "Agreement") outlines the terms and conditions under which you may use our Crimson Cover advance ("Advance") service ("Service"). These terms and conditions are subject to and should be read in conjunction with the **DoorDash Crimson Deposit Account Agreement**, **Independent Contractor Agreement**, **Dasher Privacy Policy**, **Payment Authorization**, and **the E-Sign consent** (section 6 of this Agreement). These terms and conditions supplement but do not supersede your Dasher Independent Contractor Agreement.

Please read this Agreement carefully and keep it for future reference. By using or authorizing the use of the Service, you represent and warrant to us that: (i) you are at least 18 years of age (or have attained the age of majority if you reside in a state where the age of majority is over 18); (ii) you are a U.S. citizen located in Michigan with a valid Social Security number or Individual Tax Identification number; (iii) you are a Dasher in good standing with DoorDash, subject to the Independent Contractor Agreement; (iv) the personal information that you provide to us in connection with the Account is true, correct, and complete; and (v) you agree to receive all communications electronically (section 6 of this Agreement) and you received a copy of this Agreement and agree to be bound by and to comply with its terms. The headings contained in this document are for reference purposes only. You should print a copy of this Agreement for your records.

You acknowledge that you have read, agree with, and accept all terms and conditions contained in this Agreement. In consideration of the promises and the respective representations, warranties, covenants, agreements and conditions contained below and on the following pages, you and DoorDash enter into this Agreement and agree with, and accept, the terms and conditions set forth herein.

1. Parties to this Agreement

This Agreement is a contract between you (“you”, “your”) and DoorDash, Inc. (“DoorDash”, “we”, “us”, “our”) (each individually a “Party”, and collectively the “Parties”. This Agreement is a legally binding agreement between you and DoorDash governing your non-transferrable (unless with our prior written consent) use of DoorDash Services, including use of the DoorDash Crimson Cover Service, DoorDash website and mobile application, and any features and products that DoorDash may make available to you through the DoorDash mobile application or website (collectively, the “Services”). We may transfer or assign this Agreement, and any rights under this Agreement, to a third party without notice to you or without your consent.

2. The Service

2.1. DoorDash provides a Service that allows you to receive proceeds to yourDoorDash Crimson Demand Deposit Account (“Crimson Account”), offered by Starion Bank, Member FDIC, in an amount equal to the amount you select. In exchange, you agree to all terms and conditions contained in this Agreement. This Service is offered directly by DoorDash and not by Starion Bank.

Eligible Crimson customers may choose to receive an Advance. Advances start at $20 and may increase over time. You can only receive one Advance at a time. The Advance may be paid back within 30 days from when the Advance funds are credited into your Crimson Account (the “Term”). Once the Advance is fully paid off, you may be eligible to take another Advance.

2.2. We offer the Advance on a non-recourse basis. We warrant that with respect to any Advance we provide to you, (i) we will not engage in any debt collection activities if you do not pay back in full; (ii) we will not place the amount of the Advance as a debt with, or sell it to, a third party; and (iii) we will not report the Advance to any consumer reporting agency. However, we will not provide you any further Advances while any payment remains outstanding or if you do not pay back your Advance after 30 days. After 30 days, if you do not pay back your Advance in full, we will no longer seek repayment.

2.3. Any Advance not repaid by the end of the Term will be treated as a payment of income to you, and, accordingly, will be subject to reporting to the Internal Revenue Service and state tax authorities on applicable forms, including, but not limited to IRS Form 1099.

2.4. DoorDash does not waive any rights regarding fraudulent activity or any rights under your Crimson Terms of Service or other Agreement that you hold with DoorDash. DoorDash will pursue instances of fraud.

3. Eligibility

The Service is intended solely for legal residents of the state of Michigan and natural persons that are eighteen (18) years of age or are of the legal age in their state of residence. Further, your DoorDash account address must be a valid residential address in Michigan and not a P.O. Box.

Any registration by, use of, or access to, the Service by any nonresident or person under 18 or under the legal age in their state of residence is unauthorized, unlicensed and in violation of these Terms of Service. By using the Service, you represent and warrant that, you are a legal resident of Michigan and at least 18 years old or are of legal age in your state of residence.

Eligibility for the Advance is wholly determined by DoorDash, which may include deposit behavior to your Crimson Account and activity on DoorDash. We may change our eligibility criteria at any time without notice to you. For example, if we determine that fraud has occurred related to your transaction, you may no longer be eligible for an Advance.

In order to become eligible, you must have completed more than 200 lifetime deliveries with DoorDash and earn or direct deposit a combined $500 every month into your Crimson Account. An eligible direct deposit is an Automated Clearing House (ACH) deposit from your employer, payroll provider, gig-economy payer, or benefits provider, or an Original Credit Transaction (OCT) deposit from a gig-economy payer. Bank ACH transfers, verification or trial deposits, peer-to-peer payments (such as PayPal, Cash App, or Venmo), cash deposits, and one-time deposits like tax refunds are not considered eligible direct deposits.

4. Fees

DoorDash does not charge any fees or interest at the time of origination or thereafter on your Advance or for the use of this Service. You will not be subject to any late fees if you do not pay back your Advance.

5. Payment

Your Advance can be repaid by paying a percentage of your Dasher payouts (“Dasher payout”). Payments are typically debited on the same day as the payment is successfully completed in your Dasher app.

Failure to pay your Advance in full will not subject you to any late fees or other penalties. You may no longer be eligible for future Advances if you do not pay your Advance in full by the end of your term.

Dasher Payout

You may choose to pay using a set percentage of your Dasher payout, which will automatically be paid towards your outstanding Advance. You can select a percentage option displayed in your app. The percentage options are subject to change at our discretion without prior notice to you. If such options change and your previously selected percentage amount is no longer available, this will not impact your prior selection. Your selected payout amount will be paid towards your outstanding Advance until the full balance is paid. You can change your payment percentage at any time.

6. Communications

6.1. By entering into this Agreement, You agree: (a) to accept and receive communications from or on behalf of DoorDash and its corporate affiliates, Merchants, partners, or other third parties

providing services to You or to or on behalf of DoorDash, including communications via email, SMS/text message, direct message, chat, calls, and push notifications to the contact information that You provides in connection with Your relationship or interaction with DoorDash and/or its corporate affiliates, and (b) that SMS/text messages and calls (including pre-recorded/automated message calls) may be delivered to Your phone or device including via an automatic telephone dialing system. The communications may include, without limitation, commercial or marketing messages; transactional or relationship messages (e.g., messages about Contracted Services, security, responses to communications initiated by You, earnings for Contracted Services, updates to policies/legal agreements (e.g., privacy policies, terms of service)); newsletters; research; and customer support. The communications may be sent regardless of whether You have performed any Contracted Services (e.g., if You have started but not completed signing up to be a You). You acknowledge that receiving commercial or marketing messages (e.g., emails, SMS/text messages, push-notifications) or calls is not a requirement or condition for You to perform or engage in the Contracted Services. Message and data rates may apply and message frequency may vary. If there are changes to Your contact information (e.g., email address, phone number), You agree to update Your account to help prevent or limit DoorDash inadvertently communicating with someone else.

6.2. The opt-out options for communications are set out below. If You opt-out of receiving communications via one channel (e.g., email, SMS/Text message) that opt-out will only apply to the specific channel for which the opt-out is submitted (e.g., if You opt-out of receiving email communications, it will not apply to SMS/text messages that DoorDash may send). Please see the following for more information:
a. For email communications that permit an opt-out (e.g., commercial/marketing messages), there is an opt-out mechanism in the messages. For certain transactional or relationship email messages (e.g., messages about Contracted Services, security, responses to communications initiated by You, earnings for Contracted Services, updates to policies/legal agreements (e.g., privacy policies, terms of service)) the only opt-out option is to delete Your account.
b. For SMS/text messages, You can opt-out of receiving all non-transactional SMS/text messages (e.g., commercial/marketing messages) from DoorDash by replying “STOP” to a message or sending “STOP” to 87424. To opt-out of transactional SMS/text messages, the only option is to delete Your account. If you opt-out, DoorDash may send a one-time SMS/text message confirming the opt-out.
c. For phone calls, You can submit a request to be added to DoorDash’s internal do not call list by making the request during the call or contacting DoorDash Support at help.doordash.com.
d. For promotional push notifications, You can toggle or slide off these notifications in the Dasher App.
6.3. For support or help, You can contact DoorDash Support at help.doordash.com. For more information about DoorDash’s practices, contact information, and opt-out options, You may review the DoorDash Privacy Policy.

7. Mutual Arbitration Provision

7.1. You and DoorDash agree to this Mutual Arbitration Provision, which is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) (“FAA”) and requires arbitration of any and all

disputes arising out of or relating to this Agreement, including but not limited to Your classification as an independent You, Your provision of Contracted Services to Consumers, Merchants, or other individuals or businesses, the payments received by You for providing services, the termination of this Agreement, and all other aspects of Your relationship with DoorDash, past, present or future, whether arising under federal, state or local statutory and/or common law, including without limitation harassment, discrimination or retaliation claims and claims arising under or related to the Civil Rights Act of 1964 (or its state or local equivalents), Americans With Disabilities Act (or its state or local equivalents), Age Discrimination in Employment Act (or its state or local equivalents), Family Medical Leave Act (or its state or local equivalents), Federal Credit Reporting Act (or its state or local equivalents), Telephone Consumer Protection Act (or its state or local equivalents), or Fair Labor Standards Act (or its state or local equivalents), state and local wage and hour laws, state and local statutes or regulations addressing the same or similar subject matters, and all other federal, state or local claims arising out of or relating to Your relationship or the termination of that relationship with DoorDash. Arbitration is a dispute-resolution process in which a neutral third party (the arbitrator) makes a final and binding decision resolving the dispute. There is no judge or jury in arbitration, and court review of an arbitration award is limited.

7.2. Class, collective, and/or representative actions have been filed against DoorDash and/or may be filed in the future, and your agreement to arbitrate may affect your rights with respect to those actions. You have the right to consult with counsel of your choice about this Mutual Arbitration Agreement (and any other provision in this Agreement).

7.3. This Mutual Arbitration Provision extends to disputes between You and any DoorDash affiliates, subsidiaries, successors, related entities, agents, employees, Yous, insurers, licensees, assignees, vendors, any financial institutions holding accounts into which Advances are disbursed, and suppliers (including but not limited to Persona, Checkr, Blue Star, Stripe, Fiserv, and their affiliates) (“Related Third Parties”) that arise out of or relate to this Agreement or the DoorDash Platform. This Mutual Arbitration Provision is expressly intended to inure to the benefit of, and be enforceable by, the Related Third Parties. To the maximum extent permitted by law, this Mutual Arbitration Provision also applies to claims brought by an association or organization of which You or DoorDash is a member, if the association’s or organization’s claims are asserted in a representative capacity, the association or organization seeks to redress harm allegedly suffered by You or DoorDash, or the claim would otherwise be covered by this Mutual Arbitration Provision if the claim were brought directly by You or DoorDash. The parties agree that upon learning of such claims brought by an association or organization, the parties must take all reasonable steps to move the dispute into arbitration, including, but not limited to (1) requesting that the party’s association or organization resolve the dispute in arbitration under this Mutual Arbitration Provision, and (2) informing the relevant court or tribunal of the existence of this Mutual Arbitration Provision and requesting the court or tribunal to compel arbitration. This Mutual Arbitration Provision does not apply to any claims that cannot be arbitrated under applicable law, including but not limited to individual claims of sexual assault or sexual harassment, after accounting for FAA preemption.

7.4. The parties expressly agree that this Mutual Arbitration Provision shall be governed by the FAA even if You, DoorDash, or the Agreement are otherwise exempted from the FAA. Any disputes regarding the FAA’s application shall be resolved exclusively by an arbitrator. If for any

reason the FAA does not apply, the state law governing arbitration agreements in the state in which You have performed the majority of Contracted Services shall apply, or, if You have not performed any Contracted Services, the state law governing arbitration agreements in the state in which Your primary residence is located shall apply.

7.5. To the extent the parties have related arbitrable and non-arbitrable disputes, the arbitrable disputes shall proceed first in arbitration and the non-arbitrable disputes shall be stayed, and any applicable statutes of limitations tolled, pending completion of the arbitration.

7.6. Informal Dispute Resolution. You and DoorDash agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. You and DoorDash therefore agree that, before either You or DoorDash demands arbitration against the other, they will offer to personally meet and confer, via telephone or videoconference, in a good-faith effort to resolve informally any claim covered by this Mutual Arbitration Provision. The informal dispute resolution conference shall be individualized such that a separate conference must be held each time either party intends to commence arbitration; multiple individuals or entities initiating claims cannot participate in the same informal dispute resolution conference, unless mutually agreed to by the parties. If a party is represented by counsel, the party's counsel may participate in the conference, but both parties (You and DoorDash) shall also fully participate in the conference. The party initiating the claim must give notice to the other party in writing of their intent to initiate an informal dispute resolution conference, which shall occur within 60 days after the other party receives such notice, unless an extension is mutually agreed upon by the parties. To notify DoorDash that You intend to initiate an informal dispute resolution conference, email dasher.informal.resolution@doordash.com, providing Your name, the telephone number associated with Your Dasher App account (if any), the email address associated with Your Dasher App account, and a description of Your claims. If DoorDash intends to initiate an informal dispute resolution conference, DoorDash shall do so by emailing the email address associated with Your Dasher App account, and providing a description of DoorDash's claims. In the interval between the party receiving such notice and the informal dispute resolution conference, the parties shall be free to attempt to resolve the initiating party's claims. If the party receiving the informal dispute resolution notice declines to engage in an informal dispute resolution conference or fails to respond to the claimant's notice, then the claimant may initiate an arbitration 60 days after first providing notice. For sake of clarification only, if the party receiving the informal dispute resolution notice declines to engage in an informal dispute resolution conference or fails to respond to the claimant's notice, that shall not constitute a breach of, or failure to comply with, this provision.

7.7. The arbitrator shall dismiss any arbitration filed without fully and completely complying with these informal dispute resolution procedures. If an arbitration is dismissed because a party willfully failed to comply with these informal dispute resolution procedures, the arbitrator may order the non-compliant party to pay any arbitration filing fees and costs incurred by the other party. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process. Likewise, if the party receiving the informal dispute resolution notice declines to engage in an informal dispute resolution conference or fails to respond to the claimant's notice, then the statute of limitations and any filing fee deadlines shall be tolled during the 60 day period between when the claimant provides notice and when the claimant is permitted to initiate the arbitration.

7.8. If, following the informal dispute resolution process, either You or DoorDash wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or hand delivery within the applicable statute of limitations period (after accounting for any tolling, including the tolling provided for in the prior section). This demand for arbitration must include (1) the name and address of the party seeking arbitration, (2) a statement of the legal and factual basis of the claim, (3) a description of the remedy sought, (4) the amount in controversy, and (5) the personal signature of the party seeking arbitration. Any demand for arbitration by You must be delivered to the counsel who represented DoorDash in the informal dispute resolution process, or if there was no such counsel, then to General Counsel, 303 2nd Street, South Tower, Suite 800, San Francisco, CA 94107.

7.7. Arbitration Class Action Waiver. You and DoorDash mutually agree to waive their right to have any dispute or claim brought, heard or arbitrated as, or to participate in, a class, collective, consolidated, and/or representative action ("Arbitration Class Action Waiver"). If applicable law (after taking into account FAA preemption) allows parties to waive the right to seek a public injunction, then the parties mutually agree to waive their right to public injunctive relief. You and DoorDash agree that all disputes and claims shall be resolved in arbitration on a non-consolidated individualized basis only, and that any such proceeding may not be used to resolve the claims or rights of others. Further, any dispute or claim belonging to a party, for the benefit of a party, or seeking relief owed to a party brought by anyone (including but not limited to claims by government entities or officials for restitution) shall be resolved in arbitration on an individual basis only. If any provision, portion, or application of this Arbitration Class Action Waiver is found to be unenforceable or unlawful for any reason, (1) the unenforceable provision, portion, or application shall be severed from this agreement; (2) the rest of this Arbitration Class Action Waiver shall remain valid; and (3) the class, collective, consolidated, or representative action must be litigated in a civil court of competent jurisdiction and not in arbitration (but stayed pending the completion of arbitration of any arbitrable disputes per section 7.5 above). With respect to claims under California's Private Attorneys General Act ("PAGA"), the parties intend that this agreement achieve the same result as in *Viking River Cruises, Inc. v. Moriana*, 142 S. Ct. 1906, 1925 (2022)—i.e., that individual PAGA claims be decided in individual arbitration and that non-individual PAGA claims subsequently be decided by a court of competent jurisdiction (to the extent the plaintiff has standing to maintain such a claim). Nothing in this paragraph shall be construed to prohibit settlements on a class-wide, collective, and/or representative basis.

7.10. **All disputes with respect to whether this Mutual Arbitration Provision is unenforceable, unconscionable, applicable, valid, void or voidable shall be determined exclusively by an arbitrator, and not by any court. However, notwithstanding any other clause contained in this Agreement or the JAMS Rules, as defined below, any claim that all or part of the Arbitration Class Action Waiver is unenforceable, unconscionable, inapplicable, invalid, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.**

7.11. Any arbitration shall be governed by JAMS (the "Administrator") in accordance with its Comprehensive Arbitration Rules and Procedures and, if applicable, the JAMS Mass Arbitration Procedures and Guidelines (together, the "JAMS Rules"), except as follows:

a. The arbitration shall be heard by one arbitrator (the "Arbitrator") selected in accordance with the JAMS Rules. The Arbitrator shall be an attorney with experience in the law underlying the

dispute. Nothing in this Agreement or the JAMS Rules is intended to override or displace any statutory rights to disqualify an arbitrator.
b. If the parties cannot otherwise agree on a location for the arbitration, the arbitration shall take place within 45 miles of Your residence as of the effective date of this Agreement.
c. JAMS' fee schedule will apply with the following exceptions. Unless applicable law provides otherwise, DoorDash and You shall equally share filing fees and other similar and usual administrative costs, as are common to both court and administrative proceedings, but Your share of such fees and costs will not exceed the filing fee to file the case in a court of competent jurisdiction embracing the location of the arbitration. If required by applicable law, DoorDash shall pay any costs uniquely associated with arbitration, such as payment of the fees of the Arbitrator, as well as room rental.
d. The Arbitrator may issue orders (including subpoenas to third parties, to the extent permitted by law) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes. For example, the parties agree that the Apex Doctrine shall apply and therefore preclude depositions of either party's current or former high-level officers absent a showing that the officer has unique, personal knowledge of discoverable information and less burdensome discovery methods have been exhausted.
e. Except as provided in the Arbitration Class Action Waiver, the Arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The Arbitrator shall apply the applicable state or federal substantive law, or both, as is applicable.
f. The Arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the Federal Rules of Civil Procedure governing such motions.
g. The Arbitrator's decision or award shall be in writing and shall include findings of fact and conclusions of law.
h. The Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information. Subject to the discretion of the Arbitrator or agreement of the parties, any person having a direct interest in the arbitration may attend the arbitration hearing. The Arbitrator may exclude any non-party from any part of the hearing.
i. The award shall be binding only among the parties to the arbitration and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. The Arbitrator's decision is final and binding on You and DoorDash.
j. Either You or DoorDash may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this paragraph may be rendered ineffectual.
k. The Parties agree that, in order to make arbitration more cost effective and efficient, the arbitration administrator may assign up to 50 similar arbitration claims to the same arbitrator. Multiple claims assigned to the same arbitrator shall each be resolved on an individual basis by the arbitrator.
7.12. If JAMS is unavailable or for any reason declines to administer the arbitration, then the arbitration shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and, if applicable, its Mass Arbitration Supplemental Rules (the

"AAA Rules"). If both JAMS and AAA are unavailable, the parties shall meet and confer to select an arbitrator; absent agreement, either party may invoke 9 U.S.C. § 5 to request that a court of competent jurisdiction appoint an arbitrator.

7.13. Nothing in this Mutual Arbitration Provision prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Nothing in this Mutual Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Mutual Arbitration Provision. Nothing in this Mutual Arbitration Provision prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. DoorDash will not retaliate against You for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under section 7 of the National Labor Relations Act. Disputes between the parties that, after taking into account FAA preemption, may not be subject to predispute arbitration agreement, including as provided by an Act of Congress or lawful, enforceable Executive Order, are excluded from the coverage of this Mutual Arbitration Provision.

7.14. The JAMS Rules may be found at www.jamsadr.com, and the AAA Rules may be found at www.adr.org, or by asking DoorDash's General Counsel to provide a copy (by submitting a written request to General Counsel, 303 2nd Street, Suite 800, San Francisco, CA, 94107).

7.15. Your Right to Opt Out of Arbitration. Arbitration is not a mandatory condition of your contractual relationship with DoorDash, and therefore you may notify DoorDash that you wish to opt out of this Mutual Arbitration Provision. To opt out, you must notify DoorDash in writing of your intention to opt out by sending a letter, by First Class Mail, to General Counsel, 2261 Market Street, Ste. 22628, San Francisco, CA 94114. Any attempt to opt out by email or by mail to any address other than the one listed above will be ineffective. The letter must state your intention to opt out and must be postmarked within 30 days of the effective date of this Agreement. The letter must be signed by you, and not by any agent or representative. The letter may opt out, at most, only one You, and letters that purport to opt out multiple Yous will not be effective as to any. No You (or their agent or representative) may effectuate an opt out on behalf of other Yous. If you opt out as provided in this paragraph, you will not be subject to any adverse action from DoorDash as a consequence of that decision and you may pursue available legal remedies without regard to this Mutual Arbitration Provision. If you do not opt out within 30 days of the effective date of this Agreement, you and DoorDash shall be deemed to have agreed to this Mutual Arbitration Provision.

7.16. Except as specified in the prior paragraph, this Mutual Arbitration Provision supersedes any and all prior arbitration agreements between You and DoorDash and is the full and complete agreement relating to the formal resolution of disputes covered by this Mutual Arbitration Provision. In the event any portion of this Mutual Arbitration Provision is deemed unenforceable, the remainder of this Mutual Arbitration Provision will be enforceable. The award issued by the Arbitrator may be entered in any court of competent jurisdiction.

8. Litigation Class Action Waiver

To the extent allowed by applicable law, separate and apart from the Mutual Arbitration Provision found in section 7, as applicable, You and DoorDash agree that any proceeding to

litigate in court any dispute arising out of or relating to this Agreement, whether because You opted out of the Mutual Arbitration Provision or any other reason, will be conducted solely on an individual basis, and the parties agree not to seek to have any claim or dispute heard as a class, collective, consolidated, or representative action ("Litigation Class Action Waiver"). If a court of competent jurisdiction determines that all or part of this Litigation Class Action Waiver is unenforceable, unconscionable, void or voidable, the remainder of this Agreement shall remain in full force and effect. For sake of clarification only, nothing in this section shall be construed to prohibit settlements on a class-wide, collective, and/or representative basis.

9. Proprietary Rights and Licenses

9.1. All copyright, database rights, trademarks (whether registered or unregistered), design rights (whether registered or unregistered), patent applications, patents, and other intellectual property rights of any nature in the DoorDash Platform, together with the underlying software code and any and all rights in, or derived from, the DoorDash Platform, are proprietary and owned either directly by DoorDash or by DoorDash's licensors and are protected by applicable intellectual property and other laws. You agree that they will not use nor share such proprietary information, materials, or intellectual property rights in any way whatsoever except for by use of the DoorDash Platform to perform the Contracted Services in compliance with the terms of this Agreement. No portion of the DoorDash Platform may be reproduced in any form or by any means, except as expressly permitted in the terms of this Agreement. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the DoorDash Platform or any intellectual property rights therein in any manner, and You shall not exploit the DoorDash Platform or any intellectual property rights therein in any unauthorized way whatsoever.

9.2. DoorDash hereby grants You a non-exclusive, non-transferable, non-sublicensable, revocable license to use the DoorDash Platform solely for their lawful use to perform the Contracted Services in accordance with these terms of this Agreement. DoorDash retains all rights, title, and interest in and to the DoorDash Platform and its other intellectual property rights therein. Any such license shall terminate upon termination of this Agreement.

9.3. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information ("Submissions") provided by You to DoorDash regarding the DoorDash Platform are provided freely and shall become the sole property of DoorDash. DoorDash shall own exclusive rights of such Submissions, including all intellectual property rights therein, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to You.

9.4 You will not and will not permit or authorize any third party to (a) circumvent or disable any security or other technological features or measures of, or otherwise gain or attempt to gain unauthorized access to the DoorDash Platform; or (b) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or the underlying ideas, algorithms, structure, or organization of the DoorDash Platform unless such actions are authorized by compulsory provisions of applicable law.

10. Legal Processes Affecting Dasher App Accounts

10.1. If legal action such as a garnishment, levy or other state, provincial, or federal legal process ("Legal Process") is brought against Your Dasher App account, DoorDash will not

contest on Your behalf any such Legal Process and may take action to comply with such Legal Process as DoorDash determines to be appropriate in the circumstances without liability to You. You agree that DoorDash may honor Legal Process that is served personally, by mail, email or facsimile transmission at any DoorDash facility or at the office of any agent authorized by appointment or by law to receive service on behalf of DoorDash, even if such service is insufficient under law.

10.2. If Legal Process is brought against Your Dasher App account, DoorDash may prohibit You from utilizing payment options other than weekly direct deposits (e.g., prohibiting use of Fast Pay, DasherDirect or other payment alternatives that DoorDash may offer to You) or remove access to this Service. Separate from this Service but specific to Your Dasher App account, You shall be liable to DoorDash for any amounts received by You through payment options other than weekly direct deposit that otherwise would have been withheld pursuant to such Legal Process, and DoorDash may recoup or offset such amounts from any obligation owed by DoorDash to You.

10.3. You acknowledge that the Legal Process against your Dasher App account may result in delays in payments to You. DoorDash shall not be liable to You on account of any losses resulting from such delay.

11. Entire Agreement, Transferability, and Waiver

This Agreement shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and shall not be modified, altered, changed or amended in any respect, unless in writing and signed by both parties, or unless DoorDash modifies the Agreement pursuant to section 13. Before accepting any modifications, alterations, changes or amendments, you shall have the right to discuss any proposed changes with DoorDash and consider whether to continue their contractual relationship with DoorDash. This Agreement may not be assigned by either party without written consent of the other and shall be binding upon the parties hereto, including their heirs and successors, provided, however, that DoorDash may assign its rights and obligations under this Agreement to an affiliate of DoorDash or any successor(s) to its business and/or purchaser of substantially all of its stock or assets. References in this Agreement to DoorDash shall be deemed to include such successor(s).

The failure of you or DoorDash in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option herein shall not be construed as a waiver or relinquishment of such term or option and such term or option shall continue in full force and effect.

12. Governing Law

Except for the Mutual Arbitration Provision in section 7, as applicable, which, with respect to section 7, is governed by the Federal Arbitration Act, the choice of law for interpretation of this Agreement, and the right of the parties hereunder, as well as substantive interpretation of claims asserted pursuant to section 7, as applicable, shall be the rules of law of the state, territory, or province in which Contractor has performed the majority of Contracted Services, or, if Contractor has not performed any Contracted Services, the rules of law of the state, territory, or province in which Contractor’s primary residence is located.

13. Changes to this Agreement

We may amend this Agreement from time to time. If you do not have a DoorDash Account, it is your responsibility to review this Agreement, available on the DoorDash website from time to time to see if it has changed. If you do not agree with the changes, do not use the Service.

14. Termination and Survival

This Agreement is effective until terminated by either party. You may terminate this Agreement by no longer using the Service or contacting DoorDash to remove access to the Service. The privileges granted to you under this Agreement will terminate immediately and automatically without notice from us if, in our sole discretion, you fail to comply with any term or provision of this Agreement.

The following provisions of this Agreement shall survive termination of your use or access to the Services: all sections concerning Dispute Resolution and Indemnification, Legal Processes Affecting Dasher App Accounts, Entire Agreement, Transferability, and Waiver, and Governing Law, Survival of Obligations, and any other provision that by its terms survives termination of your use or access to the Service.