

iDrive NYC Mobile Application Terms of Use

Effective Date: October 27, 2026

Supersedes the Terms of Use effective October 14, 2026.

These Terms of Use (“Terms”) govern your access to and use of the iDrive NYC mobile application, websites, software, marketplace services, CRM systems, administrative portals, and related services (collectively, the “Platform”) owned and operated by IDRIVE NYC LLC (“iDrive NYC,” “Company,” “we,” “our,” or “us”).

Insurance brokerage services made available through the Platform — including obtaining quotes, placing and servicing policies, processing policy changes, and issuing insurance identification cards — are provided by our affiliate, iDrive NYC I Inc, a licensed New York insurance broker (the “Agency”). The Agency acts as your insurance broker; the Platform is the means through which you work with it.

By downloading, installing, accessing, browsing, registering for, or using the Platform, you agree to be legally bound by these Terms. If you do not agree to these Terms, you must not access or use the Platform.

These Terms contain a binding arbitration provision and a waiver of class actions in Section 20. Please read that section carefully; it affects how disputes between you and iDrive NYC are resolved.

1. Scope of Services

The Platform is designed to support individuals and businesses operating within the New York City transportation, TLC, insurance, and fleet industries. Services and features may include:

- Driver management
- Vehicle management
- Insurance policy management
- Billing and payment management
- Marketplace listings for vehicle rentals
- Driver-to-vehicle matching
- Insurance document management
- Electronic signatures
- TLC compliance support tools
- CRM and customer management
- Administrative portals

- Communication and notification tools
- Third-party integrations
- Ordering of state motor vehicle records
- Display of insurance identification cards
- Tracking of vehicle violations and tickets
- Renewal and compliance reminders
- Guided account setup
- Automated assistance with document reading and correspondence

The Platform may be modified, expanded, suspended, or discontinued at any time without notice.

2. Eligibility

You may use the Platform only if:

- You are at least eighteen (18) years old;
- You possess legal authority to enter binding agreements;
- Your use complies with all applicable laws and regulations.

If you use the Platform on behalf of a company or organization, you represent that you have authority to bind that entity.

3. Acceptance of Modifications

iDrive NYC reserves the right to modify these Terms at any time. Continued use of the Platform after modifications constitutes acceptance of the revised Terms. Where a modification is material, we will present the revised Terms to you within the Platform and record your acceptance. Users should periodically review these Terms.

4. No Insurance Guarantee

The Platform itself does not provide insurance coverage. Insurance products referenced through the Platform may be offered by third-party carriers, managing general agents, brokers, or underwriting entities, and are placed and serviced by the Agency.

Use of the Platform does not guarantee:

- Insurance approval;
- Policy issuance;
- Policy renewal;
- Claim payment;

- Regulatory compliance;
- Marketplace transaction completion.

All underwriting and claims decisions remain solely with the applicable insurer.

5. Marketplace Services Disclaimer

The Platform may permit users to advertise vehicles for rent, search for rental vehicles, connect with drivers, post transportation-related listings, and exchange communications.

iDrive NYC is not responsible for transactions between users unless expressly stated otherwise. We do not guarantee:

- Vehicle condition;
- User identity;
- Driver qualifications;
- TLC eligibility;
- Payment performance;
- Insurance validity;
- Transaction legality.

Information you publish in a listing, including any contact phone number, is visible to other Platform users. Users are solely responsible for their own due diligence.

5A. Records and Automated Extraction

Driving records made available through the Platform are produced by state motor vehicle departments and delivered by a third-party vendor. We do not create, verify, or control their contents, and we do not warrant that any record is accurate, complete, or current. Fees paid to retrieve a record are not refundable once retrieval has begun. If you believe a record is inaccurate, you must pursue the matter with the issuing authority.

The Platform uses automated systems to read information from documents you upload and to pre-fill forms with the results. Automated extraction is an aid and may be wrong. You remain responsible for reviewing and correcting any pre-filled information before you submit it, and for the accuracy of everything you submit. We do not warrant that extracted information is accurate or complete, and no automated output constitutes advice about insurance, licensing, or compliance.

6. User Accounts and Password Security

Certain portions of the Platform require account registration, usernames, passwords, or other credentials. You agree that:

- You are responsible for maintaining confidentiality of your credentials;
- You are responsible for all activity under your account;
- You will immediately notify iDrive NYC of unauthorized access or suspected security breaches.

iDrive NYC may suspend or block access without prior notice if we reasonably believe unauthorized access or misuse has occurred.

7. Electronic Communications and Electronic Signatures

Your agreement to these Terms is consent to receive communications relating to your account, your policies, and your transactions, including:

- Notices;
- Disclosures;
- Verification codes and security alerts;
- Billing information;
- Policy documents;
- Insurance endorsements;
- Agreements;
- Service notifications.

It is **not** consent to receive promotional text messages. Promotional texts are sent only where you have separately given prior express consent, which you may withdraw at any time by replying STOP. Consent to promotional messages is not a condition of using the Platform or of obtaining insurance through us. See Section 4 of our Privacy Policy.

The Platform may permit legally binding electronic signatures for insurance endorsements, agreements, acknowledgements, and related documents. Electronic signatures shall have the same legal force and effect as handwritten signatures to the fullest extent permitted by law.

8. Document Uploads and User Content

Users may upload documents and content including driver licenses, insurance documents, TLC records, vehicle information, images, PDFs, and signed forms.

You represent and warrant that:

- You own or are authorized to upload such materials;
- The materials do not violate law or third-party rights;
- Information submitted is accurate and not fraudulent.

Documents you upload may be processed by automated systems as described in Section 5A and in Section 17 of our Privacy Policy. We reserve the right to remove content or suspend accounts for suspected fraud, abuse, or unlawful conduct.

9. Submitted Ideas Policy

If you submit ideas, feedback, concepts, suggestions, marketing materials, designs, or other submissions (“Submissions”) to iDrive NYC, you grant iDrive NYC a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, publish, distribute, and exploit such Submissions without compensation or restriction. This Section does not apply to documents and information you submit in order to obtain or service insurance, which are governed by our Privacy Policy.

10. Payments and Billing

Certain Platform features may involve insurance premiums, installment payments, marketplace payments, subscription fees, administrative fees, record retrieval fees, and financing arrangements.

Payment card details are transmitted directly to our payment processor and are not stored on our systems.

Billing responsibility may belong to parties other than the insured, including drivers, fleet owners, businesses, or third parties.

Failure to pay may result in service interruption, suspension, cancellation, additional fees, or restricted Platform access.

11. Intellectual Property Rights

Except where otherwise indicated, all Platform content, software, code, graphics, logos, trademarks, workflows, interfaces, text, databases, and technology are owned by or licensed to iDrive NYC and protected by copyright, trademark, and intellectual property laws.

The iDrive NYC name and logos are proprietary service marks of iDrive NYC. Users are granted a limited, revocable, non-transferable license to use the Platform solely for its intended purposes.

Except as expressly authorized, users may not copy, modify, reverse engineer, republish, create derivative works, frame the Platform, scrape data, build competing databases, or redistribute Platform materials.

12. Copyright Infringement / DMCA

iDrive NYC respects intellectual property rights and complies with the Digital Millennium Copyright Act (“DMCA”).

If you believe material on the Platform infringes your copyright, you may submit a DMCA notice including:

- Your signature;
- Identification of the copyrighted work;
- Identification of the allegedly infringing material;
- Your contact information;
- A good faith statement;
- A statement under penalty of perjury regarding accuracy and authorization.

DMCA notices should be sent to:

DMCA Agent

IDRIVE NYC LLC

Email: idrivenyc@gmail.com

Subject line: DMCA NOTICE

Include “DMCA” in the subject line. Notices marked this way are excluded from automated response and are reviewed by a person.

iDrive NYC reserves the right to remove allegedly infringing materials and terminate repeat infringers.

13. Third-Party Services and Links

The Platform may contain links or integrations to third-party websites, applications, services, insurers, payment processors, artificial intelligence providers, or governmental databases (“Third-Party Services”). The service providers we currently use are identified in Section 7 of our Privacy Policy.

iDrive NYC is not responsible for third-party content, third-party services, third-party privacy practices, external website functionality, or third-party compliance. Users should review applicable third-party policies independently.

14. Geographic Location Identification

The Platform may identify a user’s approximate geographic location using IP address recognition technologies to provide localized functionality. Such identification generally does not reveal precise personal location information.

Where you grant location permission on your device, precise location is used only to show nearby relief stands, as described in Section 2H of our Privacy Policy.

15. Privacy and AI Processing

Use of the Platform is also governed by the iDrive NYC Privacy Policy. By using the Platform, you consent to the collection, storage, processing, and sharing of information consistent with the Privacy Policy.

AI processing. By accepting these Terms, you authorize iDrive NYC to send the following to Anthropic, PBC, our artificial intelligence service provider, so that it can be processed on our behalf: documents you upload (for example driver licenses, TLC licenses, vehicle registrations, proof of ownership, and insurance declarations pages); your conversations with the in-app assistant (“Ida”); the information, photos, and statements you provide in an accident report; and the driver, vehicle, and insurance details on your account that are relevant to those requests. This lets the Platform read your documents, fill in your records and requests, and answer your questions without a separate permission prompt each time.

AI-generated results may be incomplete or inaccurate. They are a convenience, not advice, and they do not decide coverage, eligibility, premium, or claims; our staff review information before relying on it. How our provider handles your content is described in Section 17 of our Privacy Policy.

You may withdraw this authorization at any time in the app under Account → Privacy & account deletion. After you withdraw it, AI-powered features will ask for your permission again before they are used, and you can instead contact our office for help.

16. Prohibited Conduct

Users may not:

- Submit false information;
- Upload fraudulent documents;
- Violate applicable laws;
- Access unauthorized systems;
- Use automated scraping tools;
- Interfere with Platform operations;
- Upload malicious code;
- Harass or abuse users;
- Circumvent security features.

We reserve the right to investigate violations and cooperate with law enforcement.

17. Disclaimer of Warranties

THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, IDRIVE NYC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING:

- MERCHANTABILITY;
- FITNESS FOR A PARTICULAR PURPOSE;
- NON-INFRINGEMENT;
- SECURITY;
- RELIABILITY;
- ACCURACY;
- AVAILABILITY.

We do not warrant uninterrupted or error-free operation.

18. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IDRIVE NYC SHALL NOT BE LIABLE FOR:

- INDIRECT DAMAGES;
- INCIDENTAL DAMAGES;
- CONSEQUENTIAL DAMAGES;
- LOST PROFITS;
- LOST DATA;
- POLICY CANCELLATIONS;
- CLAIM DENIALS;
- MARKETPLACE DISPUTES;
- REGULATORY ACTIONS;
- UNAUTHORIZED ACCESS NOT CAUSED BY OUR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

Our aggregate liability shall not exceed the greater of one thousand U.S. dollars (\$1,000) or amounts paid by you to iDrive NYC during the prior twelve (12) months.

Nothing in these Terms limits liability that cannot be limited under applicable law, including liability for gross negligence, intentional misconduct, or fraud.

19. Indemnification

You agree to defend, indemnify, and hold harmless iDrive NYC and its affiliates, officers, employees, contractors, agents, and partners from claims arising from:

- Your use of the Platform;
- Your uploaded content;
- Your marketplace activities;
- Violations of law;
- Breach of these Terms.

20. Governing Law and Arbitration

These Terms shall be governed by the laws of the State of New York without regard to conflict-of-law rules.

All disputes arising from or relating to these Terms or the Platform shall be resolved through confidential binding arbitration in New York pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Arbitration awards may be entered in any court of competent jurisdiction.

Users waive participation in class actions or class arbitration.

Nothing in this Section prevents either party from bringing an individual claim in small claims court, or from seeking injunctive relief in a court of competent jurisdiction to protect intellectual property rights.

21. Severability

If any provision of these Terms is found invalid or unenforceable, the remaining provisions shall remain fully enforceable.

22. Apple App Store Terms

If downloaded through the Apple Inc. App Store:

- Apple is not responsible for the Platform;
- Apple has no maintenance or support obligations;
- Apple is a third-party beneficiary of these Terms.

Users must comply with applicable App Store rules.

23. Google Play Terms

If downloaded through Google LLC Google Play, users acknowledge that Google is not responsible for Platform operation or support. Users must comply with Google Play policies.

24. Termination

We may suspend or terminate access at any time for violations of these Terms, suspected fraud, security concerns, regulatory concerns, non-payment, or illegal activity. Termination does not eliminate outstanding obligations.

25. Contact Information

IDRIVE NYC LLC

Email: idrivenyc@gmail.com

Phone: (718) 332-2300

For a legal notice, a DMCA notice, or a privacy request, write **LEGAL NOTICE**, **DMCA NOTICE**, or **PRIVACY REQUEST** in the subject line. Messages marked this way are excluded from automated response and are reviewed by a person.

26. Entire Agreement

These Terms constitute the complete agreement between you and iDrive NYC regarding the Platform and supersede prior agreements, communications, or understandings relating to use of the Platform.