



Colorado Deactivation Policy

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1. **Purpose.** This Deactivation Policy serves as a summary of the reasons a Driver could be deactivated by Roadie, Inc. (“Roadie”) from the Roadie app (“App”) for deliveries completed in Colorado. The Roadie Terms & Conditions (the “T&Cs”) located at www.Roadie.com/terms outline the full scope of obligations when completing Services (as defined in the T&Cs) as a Driver on the App. All capitalized terms shall have the meanings set forth in the T&Cs.
2. **Actions Leading to Deactivation.** Without limiting any other of its remedies at law or in equity, Roadie, in its sole discretion, may temporarily lock a Driver’s account and initiate an investigation potentially leading to a Driver account’s permanent deactivation if:
 - a. The Driver is suspected of breaching, or is credibly alleged to have breached, any of the T&Cs applicable to the Driver, including any of the Driver’s User agreements, representations or warranties, the Non-Discrimination Policy, Respect Others Policy, Driver Fraudulent Use Policy, or any of Roadie’s other policies governing the Driver’s use of the Platform, including those set forth in Support Articles found at www.roadie.com;
 - b. Roadie is unable to verify or authenticate any information the Driver provides to Roadie when using or receiving the Services;
 - c. Roadie believes that the Driver’s actions may cause financial loss or legal liability to any other User, Roadie, its affiliates, or its third-party providers;
 - d. Roadie suspects, finds, or it has been credibly alleged that the Driver has engaged in illegal, dangerous or harmful activity in connection with the Driver’s use of or access to the App, or in connection with the Driver receiving or providing Services, including theft of items in a Gig;
 - e. Driver fails to meet Sender Requirements;
 - f. A Driver cancels Gigs after acceptance without reasonable cause;
 - g. A Driver is a “no-show” to pick up Gigs without reasonable cause; or



- h. A Driver receives multiple complaints or low ratings.
- 3. **Non-Discrimination Policy.** Drivers agree that they may not discriminate against any User, Roadie personnel, Recipient, or other third party based on race, religion, national origin, disability, sexual orientation, sex, marital status, gender identity, age or any other characteristic protected under Applicable Law. All Users should feel safe and welcome, and Roadie does not tolerate any discriminatory conduct from Users.
- 4. **Respect Others Policy.** Drivers agree that they may not stalk, intimidate, threaten, harass, cause physical or mental distress, or otherwise display any aggressive, confrontational, intimidating, threatening or harassing behavior toward or against any User, Roadie personnel, Recipient, or other third party, including without limitation:
 - a. Hitting, hurting, or intending to hurt any person or animal, or threatening to do the same
 - b. Using language or making gestures that could be disrespectful, harassing or threatening.
 - c. Assault, harassment, and misconduct, including sexual, of any kind. Assault includes any intentional bodily contact made without explicit consent of the other person, and sexual harassment and misconduct, includes without limitation, unconsented to advances, behaviors and remarks like nudging, whistling, winking or flirting, discussing Driver's own or someone else's sex life, using explicit language, or making jokes about sex.
 - d. Disrespecting personal space and/or privacy, like standing unnecessarily close, or commenting on personal appearance, perceived gender identity, sexual orientation, or asking unrelated personal questions.
 - e. Failing to respect others may lead to a Driver's deactivation from the Roadie Platform.
- 5. **Driver Fraudulent Use Policy.** Roadie is committed to preventing fraud on the Roadie Platform and will take all appropriate action necessary to do so, including the permanent deactivation and/or legal action. Actions that constitute fraudulent use of or on the Roadie Platform by Drivers, and are therefore prohibited, include but are not limited to:
 - a. Cancellations without reasonable cause. [Click here](#) for a list of cancellations with reasonable cause.
 - b. Creation of return Gigs without reasonable cause. [Click here](#) for a list of returns with reasonable cause.
 - c. Picking up and/or delivering [Prohibited Items](#).
 - d. Indicating that a Gig was delivered at a particular location but subsequently collecting, taking, or otherwise moving the item(s).
 - e. Taking a photo of a Gig delivery that intentionally misleads the Sender, the Recipient or Roadie about the location of the delivered Gig.



Internal Account Deactivation Challenge Procedure

Right to Challenge a Deactivation. If a Driver account is deactivated, a Driver has a right to challenge the deactivation by submitting an appeal [here](#). All appeals must be submitted within 30 days of the date the deactivation email was sent to the Driver. If applicable, a description of the steps a driver can take to correct the issue(s) causing the deactivation will be included in the Notice of Deactivation. Roadie's Trust & Safety team will review the appeal, along with any additional evidence submitted, and provide a final decision within 14 days of receiving the appeal.