

Rideshare Incentives for Driving Electric (RIDE) Program

Applicant Terms & Conditions

(September 9, 2026, Version 1.0)

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DEFINITIONS

Applicant – An individual formally applying to receive a RIDE Program incentive. The Applicant is the individual driver who purchases or leases the vehicle or on whose behalf the application is submitted.

Automated Clearing House (ACH) – An electronic funds transfer system used to deposit payments directly into a bank account.

Battery Electric Vehicle (BEV) – A car that runs entirely on electricity stored in a large rechargeable battery pack, which powers an electric motor instead of an internal combustion engine. These vehicles must be plugged in to charge and produce zero tailpipe emissions, making them a cleaner alternative to gasoline-powered cars.

Calendar Days – Every consecutive day on the calendar, including weekends and public holidays. All dates and schedules in the RIDE Program are measured in Calendar Days.

California Air Resources Board (CARB) – The state's primary agency for controlling and reducing air pollution, protecting public health from harmful air pollutants, and addressing climate change.

California Public Utilities Commission (CPUC/Commission) – A state agency that regulates investor-owned utilities, ensuring they provide safe, reliable service at reasonable rates. It has authority over a variety of industries, including electric, natural gas, telecommunications, and water, as well as transportation services like passenger and freight carriers.

Center for Sustainable Energy (CSE) – A nonprofit organization that works to advance sustainable energy solutions by accelerating the adoption of clean transportation and distributed energy through program design and administration and serves as the Program Administrator for the RIDE Program.

Clean Miles Standard (CMS) – A California regulation that requires ride-hailing companies, like Uber and Lyft, to reduce greenhouse gas (GHG) emissions from their services.

Clean Miles Standard Regulated Entities (CMS Regulated Entities) – Participating Platforms or TNCs; for purposes of the RIDE Program refers only to Uber, Lyft, and HopSkipDrive.

Contracting Agent – Refers to Uber, the entity that holds the contract between the Program Administrator and CPUC.

Driver's License (DL) – A valid form of identification permitting an individual to operate a motor vehicle.

Electric Vehicle (EV) – Any vehicle that uses one or more electric motors for propulsion, powered by electricity stored in batteries or from an external power source.

Federal Poverty Level (FPL) – A measure of income updated annually by the Department of Health and Human Services (HHS) used to determine eligibility for federal programs and subsidies.

Fuel Cell Electric Vehicle (FCEV) – An electric vehicle that uses a fuel cell to generate electricity from hydrogen, powering an electric motor.

HopSkipDrive, Inc. (HopSkipDrive) – A TNC registered with the CPUC.

Household – Any person(s) living under the same roof who are related by birth, marriage, or adoption. Income of non-dependents is verified as part of the household income.

Household Summary Form (HSF) – A form detailing the Adjusted Gross Income of all adult household members who are not full-time students, and the most recent tax year's Tax Return Transcript for themselves and all household members aged 18 years or older that are not listed as dependents of the Applicant. Calculations include gross income minus contributions to a traditional IRA, student loan interest, and certain business expenses for the self-employed.

Hybrid Electric Vehicle (HEV) – A vehicle that combines a gasoline engine with an electric motor and battery to improve fuel efficiency and reduce emissions. An HEV's battery is recharged through its gasoline engine and by capturing energy from braking, a process called regenerative braking.

Identification number (ID) – A number that identifies an individual with the application or pre-qualification received.

Incentive Transfer Acknowledgement Form – A form signed by both the Applicant or Applicant's representative, and the Dealership representative present at the transaction when the purchase or lease agreement is signed. This form indicates the formal transfer of the pre-qualification ID from Applicant to dealer and confirms the incentive was deducted from the price of the vehicle. Once the form is signed, the dealer is responsible for submitting the final application documents.

Lease Buyout - The purchase of a previously leased vehicle by the lessee upon the end of a lease term.

Lease Buyback – The purchase of a previously leased vehicle by the dealership upon the end of a lease term.

Low- and Moderate-Income (LMI) – For purposes of the RIDE Program, defined as a driver whose Household income is equal to or below 400% of the FPL.

Lyft, Inc. (Lyft) – An on-demand TNC that connects passengers with drivers using a mobile app to provide rides.

Minimum Driving Threshold (MDT) – A standard set by the CPUC under D.24-03-001 that established the minimum number of rides a driver must take to be eligible to receive incentives under the RIDE Program.

New ZEV – Unrebated Rollback, Unwind, Floor Model, or Test Drive vehicles and is listed as “New” on the Sales Agreement.

Ongoing Charging Incentive – RIDE Program incentive received for up to four (4) years, offering funding for charging costs for ZEVs incentivized under the RIDE Program.

Original Equipment Manufacturer (OEM) – A company that produces components or products that are then sold to another company, which incorporates them into its own final product and sells it under its own brand name. In this context, OEMs refer to national automobile manufacturers such as Ford, General Motors, or Tesla.

Participating Dealership – A licensed participating dealership responsible for submitting application documentation on behalf of Applicant when the incentive is applied at the time of vehicle purchase or lease.

Participating Platforms – CMS Regulated Entities; TNCs: Uber, Lyft, and HopSkipDrive.

Program Administrator (RIDE PA) – Center for Sustainable Energy (CSE), a nonprofit organization.

Personally Identifiable Information (PII) – Any data that can be used to identify a specific individual, either directly or indirectly.

Plug-in Hybrid Electric Vehicle (PHEV) – A vehicle that combines an internal combustion engine with an electric motor and a large battery that can be recharged by plugging into an external power source.

Point-of-Sale (POS) – In this context, refers to a “cash-on-the-hood” sale of a vehicle at a dealership or online retailer, where the incentive is applied at the point of purchase.

Post-Purchase – Refers to an incentive that is processed after the purchase of the vehicle is final, processed by Applicant.

Rollback - A vehicle that has been returned by a purchaser or lessee to the dealer.

Rideshare Incentives for Driving Electric Program (RIDE/RIDE Program) – Established under CPUC D.24-03-001 to provide financial assistance to drivers on CMS Regulated Entity platforms to transition to ZEVs, under the purview of the Clean Miles Standard.

RIDE Program Handbook – Outlines the Program eligibility requirements and application processes.

RIDE Program Implementation Plan – Outlines the Program design, key requirements, and components.

Sales Agreement – Signed purchase or lease agreement.

RIDE Program Terms & Conditions (T&Cs) – The most recent version posted to the RIDE Program Website (www.rideca.org) will be considered the RIDE Program Terms & Conditions and will supersede any previous versions.

Tax Return Transcript - A document issued upon request by an individual to the Internal Revenue Service (IRS) that includes information such as an individual's tax filing status, Adjusted Gross Income, and any tax credits or deductions claimed on a tax return.

Transportation Network Companies (TNCs) – Companies that provide prearranged transportation services for compensation using an online-enabled platform, like a smartphone app, to connect passengers with drivers using their personal vehicles.

Uber Technologies, Inc. (Uber) – An American multinational technology company that provides on- demand ride-hailing, food delivery, and freight transport services through a digital platform, the Contracting Agent.

Unique Identifier (UID) – A number, code, or string that uniquely identifies a single entity within a system, such as an individual person. A Unique ID may refer to a Driver's License number, or an application ID issued by the RIDE PA.

Unwind – A canceled sale of a vehicle wherein the purchaser does not take possession of the vehicle and the transaction is voided.

Upfront ZEV Purchase /Lease Incentive– RIDE Program incentive offering funding for the purchase or lease of a New or Used ZEV.

Used ZEV - A vehicle that has been fully registered to a previous owner prior to the Applicant's purchase or lease; and the Sales Agreement indicates that the ZEV is "Used."

Vehicle Cost – May include the base price of the vehicle, additional features and packages (including but not limited to battery upgrades, autonomous upgrades, wheel and tire packages, paint options, and audio and infotainment system), and sales tax.

Zero-Emission Vehicle (ZEV) – A vehicle that produces no tailpipe emissions from its onboard power source, utilizing electricity or hydrogen to power motors instead of burning gasoline or diesel.

RIDE PROGRAM OVERVIEW

The Rideshare Incentives for Driving Electric (RIDE) Program is part of California's broader efforts to reduce emissions from Transportation Network Company (TNC) rideshare services. It was created to help low- and moderate-income (LMI) drivers transition to zero-emission vehicles (ZEVs).

Administered by Center for Sustainable Energy (CSE, RIDE PA, or Program Administrator), who can be contacted at contact@rideca.org.

These Terms & Conditions outline the roles and responsibilities of a RIDE Program Applicant.

SECTION 1: EFFECTIVE DATE

RIDE Program incentives are offered until approved annual program funding is exhausted or March 11, 2029, whichever comes first.

SECTION 2: INCENTIVES

RIDE Program offers two incentives: the Upfront ZEV Purchase/Lease Incentive and the Ongoing Charging Incentive. Incentive amounts and eligibility criteria are subject to change.

2.1 UPFRONT ZEV PURCHASE/LEASE INCENTIVE

The Upfront ZEV Purchase/Lease Incentive offers funding for an Applicant to purchase or lease a New or Used ZEV. The Upfront ZEV Purchase/Lease Incentive can be obtained either at the Participating Dealership Point-of-Sale or Post-Purchase.

The Upfront ZEV Purchase/Lease Incentive cannot exceed 100% of the total eligible Vehicle Cost. Additional federal, state, and local incentives or rebates may be stacked with the RIDE Program incentives. The total amount of the Upfront ZEV Purchase/Lease Incentive and any additional incentives cannot exceed Applicant's total eligible Vehicle Cost. All applied incentives and rebates, including the Upfront ZEV Purchase/Lease Incentive, should be shown as a line item on an itemized receipt.

Table 1: Available Incentives for Purchase or Lease

Upfront New ZEV Purchase/Lease Incentive	\$20,300
Upfront Used ZEV Purchase/Lease Incentive	\$14,200

Eligible Vehicles Cost may include the base price of the vehicle, additional features and packages (including but not limited to battery upgrades, autonomous upgrades, wheel and tire packages, paint options, and audio and infotainment system), and sales tax. The Vehicle Cost does not include any OEM or dealership discounts, applicable non-sales taxes, registration fees, vehicle pre-order or ordering fees, documentation fees or additional maintenance or repair packages purchased from the dealership.

2.2 ONGOING CHARGING INCENTIVE

The Ongoing Charging Incentive offers funding for Applicant's charging and fueling costs for the ZEV incentivized by the Upfront ZEV Purchase/Lease Incentive. Up to four (4) Ongoing Charging Incentives may be available to Applicant, conditioned upon available Program funding and Applicant's continued compliance with these Terms & Conditions.

SECTION 3: APPLICANT ELIGIBILITY

Applicant must meet all RIDE Program requirements. It is Applicant's responsibility to review and understand these requirements before applying for an incentive. Applicant may be eligible if they meet the following criteria:

- Applicant must be an individual and a resident of California;
 - Businesses, nonprofits, public entities, municipalities, and any other non-individual entities are ineligible.
 - If a vehicle is purchased or leased through a trust, the individual submitting the application is subject to all eligibility requirements.
- Applicant's Household income is equal to or below 400% of the FPL;
- Applicant meets the Minimum Driving Threshold (MDT) of 4,500 trips over the previous 12-month period in aggregate across CMS Regulated Entity platforms; and
- Applicant must continue to drive the incentivized ZEV on a CMS Regulated Entity platform for the full duration of those thirty-six (36) months.

Applicant is not eligible if they received a RIDE Program Upfront ZEV Purchase/Lease Incentive within the past twelve (12) months or if they currently own and drive a ZEV for CMS Regulated Entities.

3.1 HOUSEHOLD INCOME

Household size and annual household income reported on an application must be current. Income verification is completed for Applicant and all household members aged 18 years or older not listed as Applicant's dependents. If Applicant is claimed or can be claimed as a dependent they are ineligible for the RIDE Program, regardless of their income.

Applicant must provide documentation confirming income eligibility either through income verification or proof of participation in an eligible income-qualifying program.

3.2 INCOME VERIFICATION

Applicant must submit a completed Household Summary Form¹ and the most recent tax

¹ The Household Summary Form is available for download on the application portal.

year's Tax Return Transcript² for themselves and all household members aged 18 years or older who are not listed as Applicant's dependents. Applicants must upload the documentation through the secure application portal.

3.3 PARTICIPATION IN ELIGIBLE INCOME-QUALIFYING PROGRAM

Applicant must provide documentation confirming their current and active participation in an eligible income-qualifying program.³

SECTION 4: VEHICLE QUALIFICATIONS

A qualified ZEV must:

- Be a battery electric vehicle (BEV) or a fuel cell electric vehicle (FCEV).
 - Traditional hybrids (HEVs) and plug-in hybrids (PHEVs) are NOT eligible.
- Be purchased or leased at a licensed dealership, a licensed third-party retailer, or an OEM.
 - Private sales or leases are not permitted.
- Be New or Used:
 - A New ZEV is defined as a vehicle that has never been registered in the State of California or any other state.
 - ZEVs determined by the RIDE PA to be unrebated Rollback or Unwind vehicles are considered New.
 - A Used ZEV is defined as a vehicle that meets both of the following criteria:
 - The ZEV has been fully registered to a previous owner prior to Applicant's purchase or lease; and
 - The Sales Agreement indicates the ZEV is "Used."
- Be certified by CARB as a ZEV as defined in the California ZEV Regulation Section 1962 and Section 1962.2, Title 13, California Code of Regulations (CCR) for 2018 through 2025 model years and Section 1962.45, Title 13, CCR for 2026 and subsequent model years. Vehicles in the ZEV category include electric-drive, all-BEVs and FCEVs up to 10,000 pounds gross vehicle weight rating.
- Be certified by the manufacturer that the vehicle model complies with all applicable federal safety standards for new motor vehicles and new motor vehicle equipment issued by the National Highway Traffic Safety Administration (NHTSA). Federal Motor Vehicle Safety Standards are found in

² Instructions on how to download the most recent Tax Return Transcript may be found here.

³ A list of eligible income-qualifying programs may be found here.

Title 49 of the Code of Federal Regulations (CFR) Part 571. If a written statement and documentation have been previously provided to CARB while applying for the CARB certification of the vehicle model, no additional written statement is required.

- Meet the current California regulations for TNC vehicles, including vehicle age requirements, safety inspection requirements, vehicle seat capacity, etc., as published on the CPUC website.
- Meet the current TNC regulations for the ZEV as applicable to the area(s) in which Applicant drives.
- Applicant must not make or allow any modifications to the ZEV's emissions control systems, hardware, or software calibrations.

SECTION 5: VEHICLE OWNERSHIP AND LEASE REQUIREMENTS

The ZEV must be purchased or leased, taken possession of, and registered in California on or after the RIDE Program launch date. An exception will be made if Applicant purchased or leased the eligible ZEV up to sixty (60) Calendar Days prior to RIDE Program launch, so long as Applicant submits their application no later than thirty (30) Calendar Days following launch.

5.1 OWNERSHIP

Applicant must maintain ownership and California registration of the incentivized ZEV for a minimum of thirty-six (36) consecutive months from the date of purchase. If Applicant transfers title to, sells, or otherwise disposes of the incentivized ZEV during the thirty-six (36) month term, Applicant may be required to repay the incentive amount in whole or in part. Applicant is responsible for notifying RIDE PA in writing of any changes to ownership or registration within the thirty-six (36) month period.

5.2 LEASE

Applicant's lease and California registration must be maintained for a minimum of thirty-six (36) months. Vehicle rentals are not eligible for the RIDE Program. Applicant is responsible for notifying RIDE PA in writing of any changes to the lease or registration within the thirty-six (36) month period.

Lease Buyouts are permitted if the ZEV and Applicant meet the eligibility requirements for a Used ZEV.

Lease Buybacks are not permitted during the required thirty-six (36) month lease term.

5.3 EXCEPTIONS

Applicant may resell a ZEV or return a leased ZEV due to unforeseen or unavoidable circumstances, such as military relocation outside of California, death, or confirmation by the RIDE PA that the ZEV was totaled. Exceptions may be requested in writing to the RIDE PA and may be granted on a case-by-case basis at the RIDE PA's and CPUC's discretion.

SECTION 6: PARTICIPATING DEALERSHIPS

If Applicant chooses the Point-of-Sale process they must purchase or lease the eligible ZEV from a Participating Dealership. Participating Dealerships are knowledgeable about the Upfront ZEV Purchase/Lease Incentive application process and may assist Applicant with applying stackable incentives and rebates at the Point-of-Sale, identify other financial support, and assist with charging education. A list of Participating Dealerships may be found [here](#).

SECTION 7: APPLICATION PROCEDURE

Applicant may choose between the Point-of-Sale process (completed by the Participating Dealership) or the Post-Purchase process (completed by Applicant).

Applicant is highly encouraged to pre-qualify for the RIDE Program prior to purchasing or leasing an eligible ZEV. Upon approval, Applicant will receive a pre-qualification ID, and the RIDE PA will reserve the applicable Upfront ZEV Purchase/Lease Incentive and initial Ongoing Charging Incentive for ninety (90) days. If Applicant does not purchase or lease an eligible ZEV within ninety (90) days, the funds will be forfeited and returned to the RIDE Program, and Applicant must determine if they are eligible to reapply.

Applications are processed on a first-come, first-served basis, and subject to availability of RIDE Program funds.

Applicant who purchases or leases a ZEV prior to pre-qualifying does so at their own risk, as eligibility is not guaranteed without a pre-qualification ID.

7.1 PRE-QUALIFICATION PROCESS

To pre-qualify, Applicant must submit a pre-qualification application along with all required supporting documentation:

- A. Proof of California Residency:
 - 1. A valid California Driver's License; or
 - 2. For active-duty military members or their dependents stationed in California, but with permanent residency in another state, military orders may be used as proof of residency, along with a valid out-of-state Driver's License.

- B. Applicant Household Income Eligibility Documentation:
 - 1. Tax Return Transcript and Household Summary Form; or
 - 2. Proof of Participation in Income-Qualifying Assistance Program.

Applicant must be pre-qualified if they choose the Point-of-Sale process. The RIDE PA will notify Applicant of pre-qualification approval and will send Applicant's pre-qualification ID via the application portal and via email. The pre-qualification ID will be provided in the following format: R-XXXXXX.

7.2 PARTICIPATING DEALERSHIP POINT-OF-SALE PROCESS

After becoming pre-qualified, Applicant may purchase or lease an eligible ZEV at a Participating Dealership. The Point-of-Sale process is as follows:

- 3. Applicant presents a valid pre-qualification ID to the Dealerships within ninety (90) days of approval;
- 4. Applicant submits an Incentive Transfer Acknowledgement Form in which they assign their right to the Upfront ZEV Purchase/Lease Incentive to the Participating Dealership;
- 5. Participating Dealership applies the Upfront ZEV Purchase/Lease Incentive amount to the purchase or lease price;
- 6. The purchase or lease is completed; and
- 7. Participating Dealership completes and submits the Point-of-Sale reimbursement application and all required supporting documentation within thirty (30) Calendar Days following the date of purchase or lease.

The RIDE PA will issue the Upfront ZEV Purchase/Lease Incentive within thirty (30) Calendar Days of application approval.

7.3 POST-PURCHASE PROCESS

After Applicant purchases or leases an eligible ZEV , they may choose the Post-Purchase process. The Post-Purchase process is the only process available to Applicant if they purchase or lease their vehicle from a non-Participating Dealership, OEM, or third-party retailer. Applicant is not required— but is encouraged— to pre-qualify prior to engaging in the Post-Purchase process. The Post-Purchase process is as follows:

- 1. Applicant may pre-qualify prior to Post-Purchase incentive pathway;
- 2. Applicant completes the purchase or lease of an eligible ZEV; and
- 3. Applicant submits a Post-Purchase application and all required supporting documentation within thirty (30) Calendar Days following the date of purchase or lease.

The RIDE PA will issue the Upfront ZEV Purchase/Lease Incentive within thirty (30) Calendar Days of application approval.

7.4 APPLICATION DOCUMENTATION

Due to security and privacy concerns, Applicant is required to submit all supporting documentation via the secure RIDE Program application portal. Documents submitted by email or mail will not be accepted.

7.5 PARTICIPATION IN OTHER FEDERAL, STATE, OR UTILITY INCENTIVE PROGRAMS (INCENTIVE STACKING)

Applicant may combine the RIDE Program incentive with other incentives offered by state agencies, utilities, or other entities. These may include incentives related to vehicle scrappage, vehicle cost, home charger installation, or public charging expenses.

All incentives related to scrappage and vehicle cost must be disclosed in the application. The total combined incentives may not exceed the total Vehicle Cost.

If the total of combined incentives exceeds the Vehicle Cost, the RIDE Program incentive will be reduced accordingly to ensure the incentive total does not surpass 100% of the actual Vehicle Cost.

7.6 APPLICATION REVIEW, CURE, AND DENIAL

If the RIDE PA determines that an application or required supporting documentation is incomplete, illegible, or missing required information, the RIDE PA will notify Applicant of the error via the portal and email. Applicant shall have ten (10) Calendar Days from the date of notification to correct any errors or omissions. Applicant's failure to timely correct the errors or omissions within the ten (10) Calendar Days will result in cancellation of the application and any reserved funds will be released back to the RIDE Program.

If the RIDE PA determines a vehicle or Applicant is ineligible, the RIDE PA will cancel the application and notify Applicant via the portal and email. Applicant may contact the RIDE PA to determine if they are eligible to reapply.

7.7 PAYMENT

All incentives will be issued via ACH transfer unless Applicant requests a paper check. Applicant is responsible for ensuring the account and routing numbers provided in their application are correct.

SECTION 8: ONGOING CHARGING INCENTIVE

Applicant may be eligible to receive up to four (4) Ongoing Charging Incentives after they receive the Upfront ZEV Purchase/Lease Incentive.

The initial Ongoing Charging Incentive will be automatically paid to Applicant within thirty (30) days of application approval. For subsequent years, Applicant must submit an Ongoing Charging Incentive application annually via the online application portal.

Applicant must continue driving on a CMS Regulated Entity platform and continue to meet the MDT to receive the Ongoing Charging Incentive(s). Applicant's failure to meet these requirements will disqualify Applicant from receiving the Ongoing Charging Incentive in subsequent years and may result in Applicant being liable for repayment of incentives.

SECTION 9: ENFORCEMENT

If it is determined that Applicant provided false, misleading, or incomplete information during the application or eligibility verification process or otherwise failed to comply with these Terms & Conditions, the RIDE PA reserves the right to revoke Applicant's participation and seek repayment of incentives.

Repayment may be required in circumstances including, but not limited to:

- Failure to meet income eligibility requirements at the time of application.
- Vehicle does not meet eligibility criteria at the time of application.
- Failure to retain ownership or lease of the ZEV for at least thirty-six (36) months and/or failure to continue to drive the incentivized vehicle on at least one CMS Regulated Entity platform.
- Falsification or misrepresentation of a Driver's License, Unique ID, pre-qualification ID, or any information in the application or supporting documents.

If Applicant experiences unforeseen circumstances which prevents them from meeting the ownership and/or driving requirements, Applicant may submit a written request for an exemption to the RIDE PA. The RIDE PA may request supporting documentation demonstrating proof of qualifying circumstances. Exemptions will be granted on a case-by-case basis in the RIDE PA's sole discretion.

The RIDE PA will notify Applicant in writing of the incentive amount subject to repayment. Applicant shall remit payment to the RIDE PA within thirty (30) Calendar Days of receiving written notice. Failure to repay the requested amount may result in referral to appropriate authorities and the exercise of all available legal remedies.

SECTION 10: APPEALS PROCESS

The RIDE PA will consider appeals on a case-by-case basis. To request an appeal, Applicant must contact the RIDE PA at contact@rideca.org and initiate the appeals process within thirty (30) Calendar Days following the RIDE PA's decision. The written appeal must include all facts and required supporting documents that form the basis for the appeal.

An appeal of a decision based on Applicant's MDT may be escalated to the applicable TNC(s) for review.

If the only basis for an appeal is that Applicant disagrees with the policies set forth in the RIDE Program Handbook, Terms & Conditions, any relevant guidelines, or other program policies, the RIDE PA's original decision will be final and the appeal will be denied.

Payment of an incentive is subject to and conditioned upon Applicant's compliance with these Terms & Conditions. The RIDE PA reserves the right to make a final determination of Applicant's qualification, eligibility, compliance, and incentive amount.

SECTION 11: GENERAL TERMS & CONDITIONS

11.1 RIDE PROGRAM NOTICES

RIDE Program communications will be sent via email. It is Applicant's responsibility to ensure the provided email address is accurate, ensure receipt of RIDE Program emails, and check their email account regularly for status updates and requests for additional information. Denial of an application due to failure to respond to electronic communication, including failure to respond due to RIDE Program emails being filtered as spam, is not appealable.

11.2 CONSENT TO RECEIVE EMAILS

Applicant consents to receive RIDE Program and marketing emails from the RIDE PA. These emails may include information about programs, services, promotions, and events. Email addresses will not be shared with third parties without explicit consent, except as required by law. Applicant has the right to opt-out of receiving marketing emails at any time. The RIDE PA will promptly remove email addresses from its marketing list upon request by Applicant. To unsubscribe from marketing emails, Applicant should follow the instructions provided in the footer of any marketing email or contact the RIDE Program directly at contact@rideca.org to request removal from RIDE PA mailing lists. Applicant may not unsubscribe from RIDE Program emails related to administration and compliance.

11.3 DISCLOSURE

Any information provided in applications may be used internally by the RIDE PA for non-commercial purposes other than application processing.

11.4 CHECK DEPOSIT

If Applicant requests payment by check, payments will be issued within thirty (30) Calendar Days directly to Applicant at the address listed on the application and may not be endorsed, assigned, or transferred to another person or entity. Checks must be deposited within 180 days of the date on the check, or funds will be forfeited and returned to the RIDE Program.

If Applicant's check becomes void, they may contact the RIDE PA to request issuance of a replacement check. Any request for reissuance must be submitted in the manner and within the timeframe specified by the RIDE PA. Reissuance of a voided check is not guaranteed and will be considered, if at all, solely at the RIDE PA's discretion, subject to RIDE Program requirements, available funding, and any other factors the RIDE PA deems relevant.

11.5 REPRESENTATIONS AND WARRANTIES

The RIDE PA makes no representations or warranties regarding Applicant's eligibility to receive an incentive. Furthermore, the RIDE PA makes no representations, expressed or implied, regarding the design, construction, reliability, efficiency, performance, operation, maintenance, or use of any vehicle, discussed, selected, rejected, purchased, leased or otherwise considered by Applicant. Any decisions regarding the selection, design, purchase, lease, use and operation of any vehicle shall be at the sole discretion and are the sole responsibility of Applicant. The RIDE PA does not guarantee energy or bill savings as a result of purchasing a ZEV and receiving an incentive.

11.6 RIDE PROGRAM TERM

The RIDE Program is expected to run through March 11, 2029, or until approved annual program funding is exhausted, whichever comes first. RIDE Program funding is subject to change and may be terminated at any time by the CPUC.

11.7 WAITLIST

Waitlisted Applicant will be subject to the Terms & Conditions and RIDE Program Handbook in place at the time of application submittal. Waitlisted Applicant understands and agrees that they may be subject to updated Terms & Conditions and RIDE Program Handbook requirements, should funding become available.

Issuance of incentives is dependent on the availability of RIDE Program funding. Once RIDE Program funding is exhausted, incentives will not be issued. There is no guarantee that an Applicant will receive an incentive.

Applications are processed on a first-come, first-served basis. For the Post-Purchase pathway, incentive funds are issued to eligible applicants in two separate payments. Delays beyond normal processing times may occur.

11.8 GOVERNING LAW

These Terms & Conditions and all incorporated and related documents, and all matters arising out of or relating to the RIDE Program, whether sounding in contract, tort, or statute

are governed by, and construed in accordance with, the laws of the State of California, United States of America (including its statutes of limitations), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or relating to the RIDE Program shall be instituted in the courts of the State of California in each case located in the County of San Diego, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

11.9 STATUTORY COMPLIANCE

Applicant shall comply with all federal, state and local laws, regulations, statutes, and policies applicable to participation in the RIDE Program.

11.10 DISPUTE RESOLUTION

Applicant understands and acknowledges that the RIDE PA is a third-party non-profit contracted to implement the RIDE Program on behalf of the CPUC. Applicant may engage in the appeals process as set forth in Section 10, however the RIDE PA's decision on appeal is final and there shall be no right to remedy or appeal of any kind, administrative, judicial, arbitration, mediation or otherwise.

11.11 LIMITATION OF LIABILITY

The RIDE PA, CPUC, as well as the applicable CMS Regulated Entity shall not be held liable for any decision to reject an Application on the basis that it does not meet the RIDE Program's eligibility requirements. Additionally, the RIDE PA, CPUC, as well as the applicable CMS Regulated Entity is not a party to any transaction between Applicant and/or a Participating Dealership.

Accordingly, the RIDE PA, CPUC, the applicable CMS Regulated Entity bear no responsibility for any disputes, issues, claims, or liability arising from such transactions. No employment relationship, joint venture, or principal and agent relationship will be created between an Applicant or Participating Dealership and any member of the RIDE PA, CPUC, as well as the applicable CMS Regulated Entity solely by virtue of participation in the RIDE Program.

11.12 INDEMNIFICATION

Applicant agrees to release and hold harmless the RIDE PA, CPUC, the applicable CMS Regulated Entity their officers, directors, employees and contractors from and against any and all causes of action, damages, losses, claims, expenses, demands, costs (including attorneys' fees and expenses and all court, arbitration or other dispute resolution costs), or any of them, resulting from, arising out of, or in any way directly connected with the RIDE Program, failure to receive an incentive, or any taxes associated therewith. The RIDE PA, CPUC, and the applicable CMS Regulated Entity makes no representations or warranties regarding whether Applicant will or will not qualify to receive an incentive.

11.13 TAXES

Applicant acknowledges and agrees to be solely responsible for the payment of any and all local, state, and federal income taxes, and any other applicable taxes, duties, or levies, that may arise or become due in connection with their participation in the RIDE Program.

11.14 AMENDMENT AND WAIVER

The RIDE PA reserves the right to amend these Terms & Conditions from time-to-time in its sole discretion. Any such amendment shall be effective upon posting or other notice as determined by the RIDE PA. The Terms & Conditions posted at the time of application submission shall apply.

Failure of the RIDE PA at any time to require performance of any provision of these Terms & Conditions shall not be deemed a waiver of future performance of that or any other provision. Any waiver of a breach of these Terms & Conditions must be in writing and shall apply only to the specific breach expressly identified and waived. No waiver of any breach shall be deemed a waiver of any subsequent breach, whether of the same or a different provision. All rights and remedies under these Terms & Conditions are cumulative and may be exercised separately or concurrently.

11.15 DATA DISCLOSURE AND CONSENT

Applicant consents to the RIDE PA's collection, use, and disclosure of application information for program administration, eligibility verification, MDT verification with CMS Regulated Entities, compliance monitoring, audits, reporting to oversight bodies, and as required by law.

The RIDE PA will comply with all applicable data protection laws and regulations and implement robust information security measures to protect all data it receives. The RIDE PA will maintain a comprehensive written information security program that includes policies to detect, prevent, and mitigate data breaches or identity theft. This information security program will include data loss prevention strategy, access controls, and disaster recovery or business continuity plans.

Additionally, the RIDE PA will ensure that access to the data is restricted to those who require it for their roles and must use effective authentication methods. Government access to the data is only permitted where required by law. The RIDE PA will enter into a Data Processing Agreement (DPA) with any CMS Regulated Entity providing data to the RIDE PA as requested. Upon termination or expiration of a DPA, all data provided by a CMS Regulated Entity will be returned or destroyed by the RIDE PA per the CMS Regulated Entity's instructions.

Signature

Applicant hereby acknowledges that they have read, understand, and agree to comply with the requirements and responsibilities set forth in these Terms & Conditions and the RIDE Program Handbook. Applicant further certifies, represents, and attests, under penalty of program disqualification, repayment of incentives, and any other remedies available to the RIDE PA, that:

1. Applicant does not currently own and drive a ZEV on a participating CMS Regulated Entity platform. If the Applicant does own a ZEV but does not drive that ZEV on a CMS Regulated Entity platform, the Applicant must attest to such a circumstance here.
 - a. For Post Purchase applications, ownership of a ZEV does not apply to the vehicle purchased for which the Applicant is applying for a RIDE Program incentive.
2. Applicant has disclosed all federal, state, local, utility, manufacturer, dealer, and other incentives, rebates, grants, discounts, or financial assistance received or expected to be received in connection with the purchase or lease of the ZEV.
3. Applicant has not received, and will not accept, combined incentives, rebates, grants, discounts, or other financial assistance in an amount that exceeds the total vehicle cost paid or payable by Applicant for the ZEV.
4. All information provided by Applicant in connection with the RIDE Program application is true, complete, and accurate to the best of Applicant's knowledge.
5. Applicant understands that providing false, misleading, or incomplete information, or failing to comply with these attestations, may result in denial or cancellation of the application, disqualification from the RIDE Program, repayment of incentive amounts, and/or any other remedies available to the RIDE PA.

Applicant First and Last Name: _____

Applicant Signature: _____

Date: _____