

Rental Agreement, Waiver of Liability and Release

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE.

In consideration of Your use of any of the Services provided by Operator, Operator requires that You (“Rider,” “You,” or “Your”) (acting for all of Rider’s family, heirs, agents, affiliates, representatives, successors, and assigns) agree to all terms and conditions in this Rental Agreement, Waiver of Liability and Release (“Agreement”).

For purposes hereof, “Operator” shall mean Saira 2.0 LLC dba The IOT Solutions and “gu-yoyo” its trademark (including any subsidiaries or affiliates of Saira 2.0 LLC, collectively, IOT Solutions/”gu-yoyo”).

The services provided by Operator include, among other things, (1) the rental and/or use of the Electric Kick Personal Assistive Mobility Device (“EPAMD” or “Electric Kick Scooter”) it operates, (2) the rental and/or use of the bicycle it operates, and (3) all other related equipment, support, services, and information provided or made available by Operator (collectively, the “Services”).

In addition, use of Services may require use of a mobile application (“App”) developed and owned by a provider of technology services (the “Technology Service Provider”). The App is subject to the Technology Services Provider’s Terms of Service, which you expressly agreed to when you signed up for the App. You further understand and agree that all personal information that is held by Technology Services Provider and pertains to Riders, including all names, addresses, phone numbers, email addresses, passwords, payment information, and other information will be kept by Technology Services Provider in accordance with its Privacy Policy.

Where Saira 2.0 LLC is the Technology Service Provider, please refer to its Privacy Policy located here: www.gu-yoyo.com.

You should CAREFULLY READ all terms and conditions before entering into this Agreement. Here is a partial list of some of the terms that Operator wants to bring to Your initial attention in the event You are on a smartphone or other device with a small screen. Capitalized terms have the meanings given to them where defined in this Agreement.

THIS AGREEMENT CONTAINS RELEASES, DISCLAIMERS, ASSUMPTION-OF-RISK PROVISIONS, AND A BINDING ARBITRATION AGREEMENT THAT MAY LIMIT YOUR LEGAL RIGHTS AND REMEDIES. FOR MORE DETAILS, PLEASE REFER TO SECTIONS 9 AND 15 BELOW

You must end each ride on the App at the conclusion of the ride. If you fail to do so, you will continue to be charged. The maximum charge for a single trip under such circumstances is \$150 for 24 hours. For more details, please refer to Section 2(c) below.

Upon conclusion of Your ride, the Electric Kick Scooter or Bicycle must not be parked at a prohibited parking spot, i.e., unauthorized private property, in a locked area, blocking the right of way, or in any other unapproved non-public space.

All applicable laws and regulations (including, without limitation, those applicable to traffic, bicycles pedestrians, vehicles, parking, and charging Electric Kick Scooters) must be obeyed, including any helmet laws in Your area. See Section 1(g).

You must promptly report any damaged or malfunctioning Electric Kick Scooters or Bicycles to Operator via the App or e-mail.

Operator expressly agrees to let, and the Rider expressly agrees to take on, rental of the Electric Kick Scooter or Bicycle subject to the terms and conditions set out herein. Unless otherwise indicated, all monetary values set forth in this Agreement shall be deemed to be denominated in United States dollars.

1) **GENERAL RENTAL AND USE OF EQUIPMENT.**

- a) **Rider is Sole User.** Operator and the Rider are the only parties to this Agreement. Except as expressly permitted by IOT Solutions/"gu-yoyo" under Section 1(r): (a) The Rider is the sole renter and is solely responsible for compliance with all terms and conditions contained herein; (b) You understand that when You activate the Electric Kick Scooter, Bicycle, or other Operator equipment, the equipment must be used only by You; and (c) You must not allow others to use the Electric Kick Scooter, Bicycle, or other Operator equipment that You have activated.
- b) **Age of Rider.** The Rider represents and certifies that he/she is at least 16 years old or has adult supervision if the Rider is between the ages of 12 to 15 years old. The Rider may be between the ages of 12 to 15 years old so long as they are accompanied and supervised by an adult who is at least 18 years old.
- c) **Rider is a Competent Operator.** Rider represents and certifies that he/she is familiar with the operation of the Electric Kick Scooter and Bicycle, is reasonably competent and physically fit to ride the Electric Kick Scooter and Bicycle, and has reviewed the safety information provided by Operator via the App and/or through other means of information. By choosing to ride an Electric Kick Scooter and/or Bicycle, Rider assumes all responsibilities and risks for any injuries or medical conditions. You are responsible for determining weather conditions, including, without limitation, rain, fog, snow, hail, ice, heat or Electric storms, make it dangerous to operate an Electric Kick Scooter and/or Bicycle. You are advised to adjust Your riding behavior and braking distance to suit the weather, visibility, surrounding environment, and traffic conditions.
- d) **Equipment is the Exclusive Property of Operator.** Rider agrees that the Electric Kick Scooter, Bicycle and any Operator equipment attached thereto, at all times, remain the exclusive property of Operator and/or its lessors/licensors. You must not dismantle, write on, or otherwise modify, repair or deface an Electric Kick Scooter or Bicycle, any part of an Electric Kick Scooter, Bicycle, or other Operator equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on an Electric Kick Scooter or Bicycle in any way. You must not use an Electric Kick Scooter, Bicycle, or other Operator equipment, for any advertising or other commercial purpose without the express written permission of Operator.
- e) **Operating Hours and Equipment Availability.** Rider agrees and acknowledges that the Electric Kick Scooters and Bicycles may not be available 24 hours a day, 7 days/week, 365 days per year. Electric Kick Scooters and Bicycles must be rented during operating hours and within the maximum rental time limits set forth. The number of Electric Kick Scooters and Bicycles are

limited and their availability is never guaranteed. Rider agrees that Operator may require Rider to return an Electric Kick Scooter or Bicycle at any time.

- f) **Operating Area.** Rider agrees not to use, operate, and/or ride the Electric Kick Scooter or Bicycle in any no-ride zone or outside permitted service areas, and further agrees not to move or transport the Electric Kick Scooter or Bicycle except as expressly authorized by Operator.
- g) **Rider Must Follow Laws Regarding Use and/or Operation of Electric Kick Scooter and Bicycle.** Rider agrees to follow all laws pertaining to the use, riding, parking, charging, and/or operation of a vehicle, Electric Kick Scooter and Bicycle, including all state and local laws and the rules and regulations pertaining to vehicles, Electric Kick Scooters and Bicycles in the area where You are operating the Electric Kick Scooter or Bicycle, including any helmet laws. Rider also agrees to act with courtesy and respect toward others while using the Services.
- h) **Prohibited Acts.** Rider agrees to the following:
 - (1) Operator recommends against operation of an Electric Kick Scooter or Bicycle while carrying or holding a briefcase, backpack, bag, or other item that can alter balance, add extra weight, or impair safe operation of the Electric Kick Scooter or Bicycle. If You choose to use such an item, you do so at your own peril; Operator recommends that You ensure the item fits snugly to Your body or is otherwise secured, and does not impede Your ability to operate the Electric Kick Scooter or Bicycle safely.
 - (2) You must not place any objects on the handlebar of the Electric Kick Scooter or Bicycle, such as backpacks or bags.
 - (3) While riding an Electric Kick Scooter or Bicycle, you must not use any cellular telephone, text messaging device, portable music player, or other device that may distract You from operating the Electric Kick Scooter or Bicycle safely.
 - (4) You must not operate an Electric Kick Scooter or Bicycle while under the influence of any alcohol, drugs, medication, or other substance that may impair Your ability to operate an Electric Kick Scooter or Bicycle safely.
 - (5) You must not carry a second person or child on an Electric Kick Scooter or Bicycle.
 - (6) You may only use locking mechanisms provided by Operator. You may not add another lock to the Electric Kick Scooter or Bicycle or lock an Electric Kick Scooter or Bicycle other than in accordance with Operator's instructions.
 - (7) The Electric Kick Scooter or Bicycle must not be parked at a prohibited parking spot. The Electric Kick Scooter or Bicycle cannot be parked on unauthorized private property, in a locked area, blocking the right of way, or in any other unapproved non-public space. You should not park the Electric Kick Scooter or Bicycle in heavily trafficked areas if the Electric Kick Scooter or Bicycle is in danger of being knocked down.
 - (8) The Electric Kick Scooter or Bicycle must be parked in a space that is visible, and in an upright position using the kickstand.
- i) **Equipment is Intended for Only Limited Types of Use.** Rider agrees that he/she will not use the Electric Kick Scooter or Bicycle for racing, mountain riding, or stunt or trick riding. Rider agrees that he/she will not operate and/or use the Electric Kick Scooter or Bicycle on unpaved roads,

through water (beyond normal urban riding), or in any location that is prohibited, illegal, and/or a nuisance to others. Rider agrees that he/she will not use the Electric Kick Scooter or Bicycle for hire or reward, nor use it in violation of any law, ordinance or regulation.

- j) **Weight and Cargo Limits.** You must not exceed the maximum weight limit of 220 lbs for the Electric Kick Scooter or Bicycle.
- k) **No Tampering; No Unauthorized Use.** You must not tamper with, attempt to gain unauthorized access to, or otherwise use the Services other than as specified in this Agreement.
- l) **Reporting of Damage or Crashes; Traffic Violations and Enforcement.** Rider must report any accident, crash, damage, personal injury traffic violation, or stolen or lost Electric Kick Scooter or Bicycle to Operator as soon as possible. If a crash involves personal injury, property damage, or a stolen Electric Kick Scooter or Bicycle, Rider shall file a report with the local police department within 24 hours. **Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Electric Kick Scooter or Bicycle.**
 - (1) Rider agrees that traffic violations and related citations, fines or impound charges are at the risk and expense of the Rider, including in connection with improper or unauthorized parking at the end of the rental period.
 - (2) Rider agrees and acknowledges that Operator may cooperate with law enforcement to provide any information necessary as they may request or may otherwise be required.
- m) **YOUR INSURANCE POLICIES MAY NOT PROVIDE COVERAGE FOR ACCIDENTS INVOLVING OR DAMAGE TO THIS ELECTRIC KICK SCOOTER OR BICYCLE. TO DETERMINE IF COVERAGE IS PROVIDED, YOU SHOULD CONTACT YOUR INSURANCE COMPANY OR AGENT. TO THE EXTENT YOU HAVE ANY INSURANCE THAT WOULD COVER ANY CLAIMS, YOU AGREE THAT SUCH INSURANCE WOULD BE PRIMARY AND NON-CONTRIBUTORY. OPERATOR DOES NOT PROVIDE INSURANCE COVERAGE TO THE RIDER FOR ANY CLAIMS OR ACCIDENTS INVOLVING THE USE OF THE ELECTRIC KICK SCOOTER OR BICYCLE.**
- n) **Rider Responsibility for Equipment Use and Damage.** Rider agrees to return the Electric Kick Scooter or Bicycle to Operator in the same condition in which it was rented. Operator reserves the right to charge You for damage to the Electric Kick Scooters or Bicycles caused by you or others (including any vandalism), water damage, or theft, up to the value of the Electric Kick Scooter or Bicycle plus administrative and processing fees. Rider will not be responsible for normal wear and tear incurred in the ordinary use of the Electric Kick Scooter or Bicycle.
- o) **Electric Kick Scooter.** The Electric Kick Scooter requires periodic charging of its battery in order to operate. Rider agrees to use and operate the Electric Kick Scooter safely and prudently in light of the Electric Kick Scooter being an Electric Kick Scooter and all of the limitations and requirements associated therewith. Rider understands and agrees with each of the following:

- (1) The level of charge power remaining in the Electric Kick Scooter will decrease with use of the Electric Kick Scooter (over both time and distance), and that as the level of charge power of the Electric Kick Scooter decreases, the speed and other operational capabilities of the Electric Kick Scooter may decrease (or cease in their entirety).
 - (2) The level of charging power in the Electric Kick Scooter at the time Rider initiates the rental or operation of the Electric Kick Scooter is not guaranteed and will vary with each rental use.
 - (3) The rate of loss of charging power during the use of the Electric Kick Scooter is not guaranteed and will vary based on the Electric Kick Scooter, road conditions, weather conditions, and other factors.
 - (4) It is Rider's responsibility to check the level of charge power in the Electric Kick Scooter and to ensure that it is adequate before initiating operation of the Electric Kick Scooter.
 - (5) The distance and/or time that Rider may operate the Electric Kick Scooter before it loses charging power is never guaranteed.
 - (6) The Electric Kick Scooter may run out of charging power and cease to operate at any time during Rider's rental of the Electric Kick Scooter, including before reaching Rider's desired destination.
- p) **No Charging of Electric Kick Scooter.** If the Electric Kick Scooter runs out of charging power during a rental, Rider shall conclude the ride in compliance with all terms of this Agreement.
- (1) **Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, property or fire or other damages, injuries, costs, and expenses, penalties, attorney's fees, judgments, suits, or disbursements of any kind or nature whatsoever related to Rider charging or attempting to charge the Electric Kick Scooter. By choosing to charge a Electric Kick Scooter, Rider assumes full and complete responsibility for all related risks, dangers, and hazards, and Rider agrees that Operator and all other Released Persons (defined below in Section 15) are not responsible for any injury, damage, or cost caused by Rider with respect to any person or property, including the Electric Kick Scooter itself, directly or indirectly related to the charging of the Electric Kick Scooter.**
- q) **Mobile Device Requirements and Active Internet Connection.** Unless otherwise instructed by Operator in writing, to activate Services with the App, you must use a smartphone or any other (mobile) device that meets the technical requirements for and is compatible with the App. Certain functions of the App, such as the possibility to register with the Technology Services Provider, to unlock, rent and end the rental of the Electric Kick Scooter or Bicycle require that the App has an active network connection. You are responsible for the availability and costs of Your mobile data communication services. You are also responsible for ensuring that your mobile device has adequate battery capacity. Neither Operator nor Technology Services Provider shall be responsible if You are unable to unlock, use or end the ride of the Electric Kick Scooter or Bicycle as a result of lost or interrupted network connection, mobile device malfunction, or depleted battery. You shall remain responsible for and Operator may charge You all costs (including rental fees) incurred until the ride is ended.

- r) **Group Rides.** Operator and/or Technology Services Provider may permit You (“Host”) to activate multiple Electric Kick Scooters or Bicycles for rental.
- (1) Host obligations. The Host shall be jointly and severally liable for compliance with all terms and conditions of this Rental Agreement by all guest riders (“Guests”), for payment of all and other charges associated with such Electric Kick Scooters or Bicycles, and for all claims, injuries or other damage caused or suffered by Guests. Host acknowledges and agrees that each Guest shall personally read and agree to this Agreement and the applicable Privacy Policy. In addition, Host shall certify that it has read and agrees to this Agreement and acknowledges its responsibilities and certifies that:
 - (a) All Guests are 16 years of age or older
 - (b) Host assumes full responsibility for damages and injuries caused by Host or Guest(s)
 - (c) One rider per Electric Kick Scooter and Bicycle
 - (d) Host will pay for all of the rides using its account
 - (e) Host agrees to indemnify Operator, Technology Services Provider, and compensate any Guest for any bodily injuries
 - (f) Host has provided Guests with the opportunity to review this Agreement on its mobile device.
 - (g) Host agrees to be responsible for parking of all Electric Kick Scooters and Bicycles; fees incurred as a result of bad parking may be passed onto Host.
 - (2) Guest Obligations. Prior to riding an Electric Kick Scooter or Bicycle as a Guest, Guest shall enter its email address in the App and agree to all applicable terms and conditions of this Agreement.

2) **PAYMENT AND FEES.**

- a) **Fees.** Rider may use the Electric Kick Scooter or Bicycle in accordance with the pricing described in the App, which may include a ride start fee, fees based on distance or time (with time rounded up to the nearest minute), and/or a required minimum fee. Pricing is subject to change. In each case, fees and other charges may include applicable taxes and other local government charges. You will be charged (through credit card, debit card, or another agreed payment method) the amount of the fees as described in this Agreement and the App, including any recurring payment you choose.

Rider agrees that Operator may, in its sole discretion, pay all traffic tickets, impound fees, fines and/or charges on Rider’s behalf directly to the appropriate authority or applicable party. If Operator is required to pay and/or process such fees or associated costs, Rider agrees that Operator may charge You for the amount paid plus a reasonable administration charge for dealing with these matters; You will be provided notice of any such costs or fees.

In the event Operator uses a third-party collection and/or administrative agent to resolve any tickets, damages, infringements of law or of this Agreement, fines and/or penalties, Rider agrees to pay all costs and collection fees including, but not limited to, administrative and legal costs to such agent upon demand without protest.

- b) **Referral and/or Promotional Codes.** Operator may, in its sole discretion, create referral and/or promotional codes (“Promo Codes”) that may be used for discounts or credits on Services or other features or benefits provided by Operator, subject to any additional terms that Operator establishes. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, unless expressly permitted by Operator; (iii) may be disabled by Operator at any time for any reason without liability to Operator; (iv) may only be used pursuant to the specific terms that Operator establishes for such Promo Code (and to the extent applicable, the Technology Services Provider); (v) are not valid for cash; (vi) may be subject to quantity or value limits; and (vii) may expire prior to your use. Operator reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by you or any other user in the event that it determines or believes that the use of the referral system or use or redemption of the Promo Code was in error, fraudulent, illegal, or otherwise in violation of this Agreement or specific terms applicable to such Promo Codes.
- c) **Maximum Rental Time and Charges.** Rider agrees that Rider will deactivate the Electric Kick Scooter or Bicycle rental within 24 hours of renting an Electric Kick Scooter or Bicycle. Rider may then rent again. Rider agrees that he/she is solely responsible for being aware of the length of any elapsed ride time. After return of the Electric Kick Scooter or Bicycle, Rider will be charged the accumulated rental charges.

Rental time will be calculated from the moment of unlocking the Electric Kick Scooter or Bicycle through the App until the Rider receives the confirmation through the App that the ride has been ended. If You end the ride incorrectly, this may result in the ride not being terminated. If the ride is not ended properly, the ride will continue and the Rider will continue to be charged. If you have technical issues terminating a ride for any reason, you should report this through the App or by contacting the phone number provided immediately. Failure to report an issue in terminating a ride may result in continued charges.

Electric Kick Scooters or Bicycles not returned (with the ride concluded) within 48 hours will be considered lost or stolen, and Rider may be charged up to the value of the Electric Kick Scooter or Bicycle plus administrative and processing fees. Operator may also charge additional service fees for rentals in excess of 24 hours where the Electric Kick Scooter or Bicycle is not lost or stolen.

- d) **Valid Payment Method.** To be registered to use the Services, Rider must provide a valid credit, debit card or prepaid card number and expiration date or other valid payment method information. Rider represents and warrants to Operator that Rider is authorized to use any credit, debit or prepaid card or other payment method information Rider furnishes to Operator. By providing your payment method, you agree that Operator is authorized (through the Technology Services Provider and/or any third-party payment providers) to charge You for your ride and any other fees incurred by Rider under this Agreement, including all applicable governmental and regulatory charges and applicable sales and other taxes.

When you provide a payment method or in accordance with Operator policies, our system will attempt to verify the information you entered. We may do this by processing an authorization hold, which is a standard practice. We do not charge you in connection with this authorization hold. If Your payment method expires and You do not update your information or cancel your account, you authorize us to continue billing, and You will remain responsible for any uncollected amounts. We reserve the right to retry billing all payment method(s) on file after any failed billing attempt. You will remain liable for all such amounts and all costs incurred in connection with the collection of these amounts, including, without limitation, bank overdraft fees, collection agency fees, reasonable attorneys' fees, and arbitration or court costs.

If Rider disputes any charge on Rider's payment method, then Rider must contact Operator within 10 business days from the end of the month with the disputed charge, and provide to Operator all trip information that is necessary to identify the disputed charge, such as the date of the trip and the approximate starting and ending times of the ride associated with the disputed charge. Rider agrees to immediately inform Operator of all changes relating to the payment method.

If You have agreed to make automatic or recurring payments, such payments will continue until You cancel or Your account is terminated. You can cancel by following the instructions on the App. If You cancel, you may use any remaining balance on your account but may not be able to continue using Services until You have reauthorized an applicable payment method. Operator may continue to charge your payment method for any additional fees or charges incurred under this Agreement.

- e) **Pick Up Fees.** If You are unable to return an Electric Kick Scooter or Bicycle to a valid area (i.e., You deactivate the Electric Kick Scooter or Bicycle on private property, a locked community, or another unreachable area), and request that the Electric Kick Scooter or Bicycle be picked up by Operator staff, Operator, at its sole discretion, may charge You a pick-up fee. If any Electric Kick Scooter or Bicycle accessed under Your account is abandoned without notice, you will be responsible for all trip fees until the Electric Kick Scooter or Bicycle is recovered and deactivated, plus a service charge to recover the Electric Kick Scooter or Bicycle. Fees are subject to change.

3) **ADDITIONAL TERMS OF USE.**

- a) **Safety Check.** Before each use of an Electric Kick Scooter or Bicycle, Rider shall conduct a basic safety inspection of the Electric Kick Scooter or Bicycle, which includes inspecting the following: (i) trueness of the wheels; (ii) safe operation of the throttle, all brakes and lights; (iii) good condition of the frame; (iv) sufficient battery charge power; and (iv) any sign of damage, unusual or excessive wear, or other open and obvious mechanical problem/maintenance need. Rider agrees not to ride the Electric Kick Scooter or Bicycle if there are any noticeable issues, and to immediately notify customer service to alert Operator of any problems.
- b) **Lost or Stolen Equipment.** A Electric Kick Scooter or Bicycle may be deemed lost or stolen if (a) the Electric Kick Scooter or Bicycle is not returned within 24 consecutive hours, (b) the Electric

Kick Scooter or Bicycle's GPS unit is disabled, (c) the Electric Kick Scooter or Bicycle is parked on unauthorized private property, in a locked area, or in any other non-public space for more than ten minutes after a ride ends, (d) the Electric Kick Scooter or Bicycle moves more than thirty feet after a rental has ended and Operator believes such movement was not caused by another Rider or authorized third party, or (e) other facts and circumstances that suggest to Operator in its reasonable, good faith determination that an Electric Kick Scooter or Bicycle has been lost or stolen. Operator and You agree that the last Rider of an Electric Kick Scooter or Bicycle shall be responsible for a lost or stolen Electric Kick Scooter or Bicycle unless facts and circumstances suggest otherwise to Operator in its reasonable, good faith determination. If Operator deems an Electric Kick Scooter or Bicycle lost or stolen, Operator shall have the authority to take any and all actions it deems appropriate (with respect to the last Rider of an Electric Kick Scooter or Bicycle or otherwise), including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. Rider agrees the data generated by Operator's systems (including those provided by Technology Services Provider) is conclusive evidence of the period of use of an Electric Kick Scooter or Bicycle by a Rider. Rider agrees to report Electric Kick Scooter or Bicycle disappearance or theft to Operator immediately or as soon as possible.

- c) **Helmets; Safety.** Riders shall comply with all applicable helmet laws and regulations. Operator recommends that all Riders wear a helmet meeting appropriate standards (Snell, CPSC, ANSI or ASTM approved, or meeting Federal Motor Electric Kick Scooter Safety Standard No. 218 (49 C.F.R. Sec. 571.218), as applicable). Operator and all other Released Persons (defined below in Section 15) do not represent or warrant the quality or safety characteristics of any helmet, and Rider agrees that none of the Released Persons is liable for any injury suffered by Rider while using any of the Services, whether or not Rider is wearing a helmet at the time of injury. Rider assumes all risk of not wearing a helmet or other protective gear. Rider may need to take additional safety measures or precautions not specifically addressed in this Agreement.
 - d) **Electric Kick Scooter/Bicycle Routes.** Rider agrees that Operator does not provide or maintain places to ride Electric Kick Scooters or Bicycles, and that Operator does not guarantee that there will always be a safe place to ride an Electric Kick Scooter or Bicycle. Roads, sidewalks, Electric Kick Scooter lanes, Bicycle paths, and Electric Kick Scooter routes may become dangerous due to weather, traffic, or other hazards.
 - e) **Limitations on Electric Kick Scooter/Bicycle Rental.** Rider agrees that Operator is not a common carrier. Alternative means of public and private transportation are available to the general public and to Rider individually, including public buses and rail service, taxis, and pedestrian paths. Operator provides Electric Kick Scooters and Bicycles only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate an Electric Kick Scooter or Bicycle on their own and who have agreed to all terms and conditions of this Agreement.
- 4) **TERMINATION.** At any time and from time to time, and without Rider's consent, Operator may unilaterally terminate Rider's right to use the Services, in Operator's sole discretion and without any

notice or cause. Rider may terminate Rider's use of the Services at any time; provided, however, that (i) no refund will be provided by Operator, (ii) the term of this Agreement continues in accordance with this Agreement, and (iii) Rider may still be charged any applicable additional fees in accordance with this Agreement. This Agreement remains in full force and effect, in accordance with its terms and conditions, after any termination of Rider's right to use any of the Services, regardless of how the Agreement is terminated.

- 5) **CONFIDENTIALITY OF INFORMATION; PRIVACY POLICIES.** You understand and agree that all personal information that is held by Operator (or shared with Operator by Technology Services Provider in accordance with its Privacy Policy) and that pertains to Riders, including all names, addresses, phone numbers, email addresses, passwords, payment information, and other information, will be kept by Operator in accordance with its privacy policy.
- 6) **LICENSE TO IMAGE AND LIKENESS.** For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, You do hereby knowingly, voluntarily, and irrevocably: (1) give Your full and unconditional consent to Operator and its affiliates, successors, and assigns to use at any time and from time to time, without any restriction, Your appearance and voice in photographs, videos, and other recordings related to Your use of the Services, on all websites and for all press, promotional, advertising, publicity, and other commercial purposes, including all formats and media, whether now known or hereafter devised, throughout the world and in perpetuity; (2) grant to Operator and its affiliates, successors, and assigns (a) the right to photograph, videotape, and otherwise record Your appearance and voice related to Your use of the Services, at any time and from time to time, (b) all rights, copyrights, title, and interests in the results of such photographs, videos, and other recordings, as a work for hire for copyright purposes, and (c) the right to use, reproduce, exhibit, distribute, transmit, alter, and exploit, at any time and from time to time and as Operator may decide in its sole discretion, such photographs, videos, and other recordings, or any component thereof, and all related merchandising, promotions, advertising, and publicity; and (3) waive, release, and discharge all Released Persons from all Claims (defined below in Section 15) that You have or may have for any libel, defamation, invasion of privacy, right of publicity, infringement of copyright, or violation of any right granted by You in this paragraph.
- 7) **NOTICE.** Operator may be contacted by emailing info@theiotsolutions.net or by mail at 150 Addeng St. Suite 101 Dededo, Guam 96929.
- 8) **CHOICE OF LAW; DISPUTE RESOLUTION.** Except as set forth in this paragraph 8 and paragraph 9, this Agreement is governed by, and must be construed and enforced in accordance with, the laws of the Territory of Guam, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the Territory of Guam and agrees that those courts have personal jurisdiction over each party; (iii) venue must be in the Territory of Guam.

- 9) **ARBITRATION.** All disputes, controversies, or differences which may arise between the parties, out of or in relation to or in connection with this Agreement or the breach hereof, which cannot be satisfactorily resolved by the parties themselves, shall be finally settled by arbitration held in the Territory of Guam in accordance with the Commercial Arbitration Rules of the American Arbitration Association, by which each party is bound. The arbitral tribunal shall consist of three arbitrators. Rider and Operator shall each appoint an arbitrator and these two arbitrators shall then select the third arbitrator. Any arbitration shall be conducted in the English language. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND OPERATOR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.
- 10) **WAIVER AND SEVERABILITY.** No waiver of any breach of any provision of this Agreement is a waiver of any other breach or of any other provision of this Agreement. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- 11) **CUMULATIVE REMEDIES.** All rights and remedies granted under or referred to in this Agreement are cumulative and nonexclusive, and resort to one does not preclude the availability or applicability of another or to any other right or remedy provided by law.
- 12) **FINAL AGREEMENT; MODIFICATION BY OPERATOR.** This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement supersedes all other prior agreements, written or oral, relating to such subject matter. Except for Section 9, providing for binding arbitration and waiver of class action rights, Operator reserves the right, at its sole discretion, to modify or replace this Agreement at any time. The most current version of this Agreement will be posted on Operator's website. You shall be responsible for reviewing and becoming familiar with any such modifications. If a revision to this Agreement, in Operator's sole discretion, is material, Operator will notify you by contacting you through the email address associated with your account or via the App. Use of the Services by you after any modification to this Agreement constitutes your acceptance of this Agreement as modified. Pricing terms set forth on the Website or App supersedes all pricing set forth in this Agreement.
- 13) **CONTRACT INTERPRETATION.** The headings in this Agreement do not affect the interpretation of this Agreement. "Or" is not to be exclusive in its meaning. "Including" means "including, but not limited to." Unless the context otherwise requires, words in the singular number or in the plural number shall each include the singular number or the plural number. All pronouns include the masculine, feminine, and neuter pronoun forms.
- 14) **VOLUNTARY EXECUTION OF THIS AGREEMENT.** This Agreement is entered into voluntarily, with consideration, and without any duress or undue influence on the part or behalf of Operator. Rider acknowledges that he/she (a) has read this Agreement; (b) understands the terms and consequences

of this Agreement, including the releases it contains; and (c) is fully aware of the legal and binding effect of this Agreement.

15) RELEASES; DISCLAIMERS; ASSUMPTION OF RISK.

In exchange for Rider being allowed to use Services, Electric Kick Scooters, Bicycles, and other equipment or related information provided by Operator, Rider agrees to fully release, indemnify, and hold harmless Operator, Technology Services Provider and all of its and their owners, managers, affiliates, employees, contractors, fleet management service providers, officers, directors, shareholders, agents, representatives, successors, assigns, and to the fullest extent permitted by law any Municipality (including its elected and appointed officials, officers, employees, agents, contractors, and volunteers) in which Rider utilizes Services, and every property owner or operator with whom Operator has contracted to operate Services and all of such parties' owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, and assigns (collectively, the "Released Persons") from liability for all "Claims" arising out of or in any way related to Rider's use of the Services, Electric Kick Scooters, Bicycles, App, or related equipment, including, but not limited to, those Claims based on Released Persons' alleged negligence, breach of contract, and/or breach of express or implied warranty, except for Claims based on Released Persons' gross negligence or willful misconduct. Such releases are intended to be general and complete releases of all Claims.

"Claims" means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorney's fees, whether incurred at trial, on appeal, or otherwise), damages (including but not limited to, for personal injury, wrongful death, property damage, and injury to rider or to third parties, consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the Services, including any of the Electric Kick Scooters, Bicycles, placement, equipment, maintenance, related information, App, this Agreement or (b) Rider's use of any of the foregoing.

To the fullest extent permitted by law, and as to Rider's use of any of the Services, Electric Kick Scooters, Bicycles, App, or related equipment, Operator and all other Released Persons disclaim all express and implied warranties, including warranties of merchantability and fitness for a particular purpose. All of the Services, Electric Kick Scooters, Bicycles, App, and related equipment are provided "as is" and "as available," and Rider relies on them at Rider's own risk.

Rider is aware that Rider's use of any of the Services, Electric Kick Scooters, Bicycles, App, and related equipment involves obvious and not-so-obvious risks, dangers, and hazards that may result in injury or death to Rider or others and damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. Risks, dangers, and hazards, include, but are not limited to:

- Electric Kick Scooters, bicycles and other objects;
- pedestrians;

- traffic;
- Electric Kick Scooter, bicycle or component malfunction;
- road conditions;
- weather conditions;
- failure to follow applicable laws regarding use and/or operation of the Electric Kick Scooter or Bicycle pursuant to Section 1(g);
- commission of any of the prohibited acts listed in Section 1(h);
- failure to perform the required safety check pursuant to Section 3(a);
- failure to wear a helmet where required by law; and
- negligent acts or omissions by Operator, any other Released Person, Rider, or third party.

Rider is solely and fully responsible for the safe operation of Electric Kick Scooter or Bicycle at all times. Rider agrees that Electric Kick Scooters and Bicycles are machines that may malfunction, even if the Electric Kick Scooter or Bicycle is properly maintained and that such malfunction may cause injury. Rider assumes full and complete responsibility for all related risks, dangers, and hazards.

To the fullest extent permitted by law, this release and hold harmless agreement includes any and all Claims related to or arising from the sole or partial negligence of Operator, the Released Parties, any Municipality or any other party. Rider hereby expressly waives any claims against the Released Parties, any Municipality or any other party which Rider does not know or suspect to exist in his or her favor at the time of use of Services, and expressly waives Rider's rights under any statutes that purport to preserve Rider's unknown claims.

RIDER ACCEPTANCE OF AGREEMENT

I certify that I have read and expressly agree to the terms and conditions of Section 15 Releases; Disclaimers; Assumption of Risk, and I acknowledge that this section limits my legal rights and remedies. I intend my assent to this Agreement to be a complete and unconditional release of all liability to the greatest extent permitted by law. I represent and certify that I am familiar with the operation of the Electric Kick Scooter or bicycle, and am reasonably competent and physically fit to ride the Electric Kick Scooter or Bicycle.

I certify that I am the Rider, I am 16 years old or over, for Bicycles-I will wear a helmet where required by law, I will not ride an Electric Kick Scooter or Bicycle with another occupant, I will obey all traffic laws, I will ride at my own risk, operator does not provide insurance coverage to the rider for any claims or accidents involving the use of the electric kick scooter or Bicycle, and I have read and expressly agree to the terms and conditions set forth in this Agreement.