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RAILZ & LINKA GO Scooter/bike Share & Operator Rental Agreement & Waiver

Please read these terms and conditions of use carefully before renting or using a scooter/bike ("Scooter/bike") from LINKA GO Scooter/bike Share, a scooter/bike share service brand provided by RAILZ, LLC which is referenced herein as "Operator". By renting or using a scooter/bike, you agree to all of the terms and conditions contained herein, including, but not limited to, the waivers, releases and limitations of liability set forth herein. If you do not agree with all of the terms and conditions of use, you are not permitted to rent or use a scooter/bike from operator or its affiliates, parties, consideration and program description.

1 AGREEMENT

These Scooter/bike Rental Terms and Conditions of Use (this "Agreement") are between you ("You" or "Rider") and Operator. "You" or "Rider" is the person who agreed on this Agreement and registered the membership to use the LINKA GO Scooter/bike Share. The term "Rider" pertains as follows:

- For persons 18 years of age or older the term Rider refers to the person riding/operating the scooter/bike and agreeing to all aspects of this agreement.
- For persons under the age of 18 years the term Rider refers to the person riding/operating the scooter/bike and the legal adult supervising the Rider and agreeing to all aspects of this agreement.

1.1 CONSIDERATION

In consideration of Operator renting a Scooter/bike to Rider, Rider agrees to the terms and conditions of this Agreement.

1.2 EQUIPMENT

Operator maintains a network of GeoBlock zones ("Drop Zones") where Scooter/bikes are using an electronically controlled lock ("Lock"). All of the foregoing equipment and other equipment located at a Drop Zone or that consists of any Scooter/bike, in whole or part, shall be referred to as "Operator Equipment."

1.3 HOW IT WORKS

(I) Purchase a pass plan (a membership) or store an acceptable form of payment through the LINKA GO APP from commercial outlets by the Operator, Operator's website or directly through the LINKA GO APP. (II) Once Rider purchases a membership or enters an acceptable form of payment through

the LINKA GO APP, Rider can access one or more scooters/bikes at a time, by activating their Bluetooth connection on their smartphone, turning on the LINKA GO APP using the Operator sub-account and scanning the QR code on the scooter/bike OR entering a scooter/bike number manually into the app. (III) The Rental begins once the Lock is unlocked is released from the station and ends when the Lock is locked in the designated Drop Zone. Rider must wait for ride summary indicating the ride is completed/finished prior to leaving the Scooter/bike. Additional fees will apply if the Scooter/bike is not returned to a designated Drop Zone. Rental Periods will be rounded up and then prorated to the next highest minute.

1.4 BOUNDARIES

Scooter/bike may not be left outside of the Drop Zones designated by the Operator. The Lock will not lock and ride will not end if Rental ending is attempted outside of the Drop Zone.

2 SCOOTER/BIKE RENTAL PLANS AND FEES.

2.1 RENTAL PASS PLANS

Operator offers 1 plan type:

2.1.1 Flat Rate: \$0.12 USD per minute.

2.2 MAXIMUM RENTAL TIME

If a Scooter/bike is not returned to a designated Drop Zone and Rental ending within 12 hours, Operator may deem the Scooter/bike to be stolen and charge Rider the amount of \$300.00.

2.3 REPAIR FEE

If a Scooter/bike is damaged during Rider's use of the Scooter/bike, beyond regular wear and tear, as a result of negligent or intentional conduct on the part of Rider, Rider shall be charged a fee that is equal to the cost of repairing such damage.

2.4 STOLEN SCOOTER/BIKE FEE

If Rider leaves a Scooter/bike unlocked or unattended or it is stolen, Operator may charge Rider a replacement cost equal to \$300.00.

2.5 VIOLATIONS

Rider shall be completely responsible, and shall indemnify Operator, for any tickets or fees assessed against the Scooter/bike or Operator during Rider's Rental Period or as a result of the location where Rider parked the Scooter/bike. Rider is responsible for all tickets and moving violations

incurred during the Rental Period. Rider agrees to reimburse Operator for any costs, expenses and/or attorney's fees for processing, pursuing and/or defending any such claims.

2.6 CREDIT CARD OR DEBIT CARD

Rider must provide Operator a valid credit or debit card number and expiration date before being registered to use a Scooter/bike. Rider represents and warrants to Operator that Rider is authorized to use the credit or debit card information provided. Rider authorizes Operator to charge the credit or debit card for which information is provided for all fees incurred by Rider under this Agreement, and all fees are subject to applicable sales taxes and other local government charges, which may be charged and collected by Operator. In the event Rider's payment method on file with Operator is declined for any reason, Rider would need to update payment information to allow access to a Scooter/bike.

3 RESTRICTIONS AND OTHER TERMS AND CONDITIONS OF SCOOTER/BIKE USE.

3.1. REPRESENTATIONS AND WARRANTIES.

As a condition precedent to Operator's agreement to allow Rider to participate in the Program and to rent a Scooter/bike, Rider represents and warrants to Operator that: Rider meets the minimum age requirements: (1) is 18 years of age or older to check out a Scooter/bike with a credit card; and (2) is 18 years of age or older to ride; and (3) persons under 18 years of age must be supervised and permitted by a legal adult guardian to check out a Scooter/bike with a credit card; and (4) persons under 18 years of age must be supervised and permitted by a legal adult guardian to ride. Rider is experienced and familiar with the safe and competent operation of a scooter/bike, and that he/she is physically and mentally fit to ride the Scooter/bike Rider is familiar with all applicable local, and state rules, regulations, codes and laws that relate to the safe and legal operation of a scooter/bike.

3.2. ACKNOWLEDGEMENTS AND AGREEMENTS.

As a condition precedent to Operator's agreement to allow Rider to participate in the Program and to rent a Scooter/bike, Rider acknowledges and agrees as follows:

- Access to and use of the aerial lifts will be limited to ONLY those lifts that accept foot passengers.

- Rider is fully aware that riding a scooter/bike on streets poses a risk of accident due to motorists, pedestrians, and road conditions, and rider must keep a proper lookout to avoid such accidents.
- Rider is fully trained and capable of operating and riding a Scooter/bike and is not relying on Operator or LINKA to learn how to operate or ride a Scooter/bike.
- Failure to use a helmet and protective gear or to use the scooter/bike in a careful and reasonably competent manner may result in bodily injury or death.
- Rider is solely responsible for obtaining and using a helmet and protective gear.
- Rider is solely responsible for operating and riding a Scooter/bike in a careful and reasonably competent manner.
- A helmet and protective gear, even when used, does not eliminate the risk of bodily injury in the event of an accident
- All Scooter/bikes are and shall remain the exclusive property of Operator at all times.
- Rider is solely responsible for any moving violations and/or fines incurred by Rider while using the Scooter/bike, including any fees for parking the Scooter/bike in prohibited locations.
- Operator is not obligated to provide insurance of any kind related to Rider or Rider's use of the Scooter/bike, and in the event that Operator, at its option, carries insurance, Rider shall remain liable for any liability, property damage, personal injury, injury to others, damages, penalties, fines, losses, and/or expenses of any kind whatsoever.
- If Rider causes damage to property or injury to another party while operating or in possession of the Scooter/bike, Rider is solely liable for such damage or injury.
- Rider shall return the Scooter/bike to Operator in the same condition as when received
- Rider is liable for any and all damages resulting from improper use or abuse of the Scooter/bike and the cost of such damages.
- Operator provides Scooter/bikes as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate a Scooter/bike on their own and who have agreed to all terms and conditions of this Agreement.

SAFETY & WARNING STATEMENTS

- Always wear safety equipment such as helmet, knee pads and elbow pads.
- A safety leash/lanyard should be securely attached between the scooter/bike and the rider at all times.

- Always wear a helmet when riding your scooter and keep the chinstrap securely buckled.
- Always wear shoes.
- Ride away from motor vehicles.
- Avoid sharp bumps, drainage grates, and sudden surface changes. Scooter may suddenly stop.
- Avoid streets and surfaces with water, sand, gravel, dirt, leaves, and other debris. Wet weather impairs traction, braking, and visibility.
- Avoid riding on surfaces with exposed soil, rocks and other debris that may contain hidden obstacles.
- Do not ride at night unless permitted by the riding facility and with proper lighting.
- Avoid excessive speed associated with downhill rides.
- Avoid excessively steep terrain. Do not steer straight down a slope, steer across sloped terrain.
- Adults must assist children with safe and proper riding
- Obey all local traffic and scooter riding laws and regulations.
- Watch out for pedestrians.
- Watch for other riders.
- Check and secure all fasteners before every ride.
- Adults must assist children with inspection of scooter/bike prior to riding.
- To be used under adult supervision.
- Observe all warning and use at your own risk.
- Scooters/Bikes: Ages 5+ and maximum rider weight of 220lbs (100kg).

3.3. REQUIREMENTS.

As a condition precedent to Operator's agreement to allow Rider to participate in the Program and to rent a Scooter/bike, Rider shall do the following during any use of a Scooter/bike ("Use Requirements"):

- Access to and use of the aerial lifts will be limited to ONLY those lifts that accept foot passengers.
- Carefully inspect the Scooter/bike that Rider wishes to rent prior to use to ensure the Scooter/bike is good operating condition.
- Test the Scooter/bike's operating components before proceeding with the intended use, including, but not limited to the brakes, tires, gears, pedals, lights, frame and saddle.
- Promptly notify Operator customer service of any defect, malfunction or needed repair to a Scooter/bike. Rider may contact the Operator via customer service hotline or email.
- Adjust Scooter/bike riding behavior for safe operation according to weather conditions.
- Adjust Scooter/bike riding behavior so that it is that of a reasonably experienced and prudent scooter/bike rider.

- Contact Operator and local Police immediately in the event of theft of the Scooter/bike or an accident that occurred during Rider's use of the Scooter/bike resulting in bodily injury.

3.4. RESTRICTED USES.

Rider shall not do any of the following acts ("Restricted Uses"):

- Access to and use of the aerial lifts will be limited to ONLY those lifts that accept foot passengers.
- Use any Scooter/bike if Rider is younger than 18 years of age unless supervised by a legal adult guardian.
- Use any Scooter/bike if Rider has any existing physical or mental condition that would prohibit Rider from safely operating the Scooter/bike.
- Operate a Scooter/bike while carrying any item that impedes Rider's ability to safely operate the Scooter/bike.
- Operate a Scooter/bike while under the influence of alcohol, drugs, or any other substance that impair Rider's ability to safely operate the Scooter/bike.
- Use any cell phone or mobile electronic device, including, but not limited to, for the purposes of phone calls, text messages, music or any other use that distracts Rider from the safe operation of the Scooter/bike.
- Allow any other person to use the Scooter/bike or allow more than one person to be carried on the Scooter/bike.
- Violate any applicable federal, state, or local law.
- Operate or use a Scooter/bike in any manner during adverse weather conditions, including but not limited to: hail, dust storms, fog, heavy rains, or lightning storms.
- Ride or operate a Scooter/bike that has any defect, fails to operate as a properly functioning scooter/bike or that needs repair.
- Continue using the Scooter/bike if it, or any component of it, should become defective or malfunction.
- Use the Scooter/bike for racing, tricks riding, jumping, stunt riding and/or, off-road riding.
- Use the Scooter/bike for any commercial purposes.
- Tow, pull, carry or push any person or object with a Scooter/bike.
- Remove or modify any accessories, parts or components of any Scooter/bike.
- Ride the Scooter/bike without paying applicable user fees at the time they become due.

4.0 SERVICE LIMITATIONS.

Rider acknowledges and agrees that from and after the date that Operator makes Scooter/bikes available to the public for rental, Operator may suspend all or part of its Scooter/bike rental program at any time, may relocate Drop Zones, reduce the number of Scooter/bikes available for rent and otherwise operate its Scooter/bike rental program in its sole discretion. Rider further acknowledges that Operator may suspend the availability of Scooter/bikes during adverse weather conditions, or may be required to suspend the rental of Scooter/bikes in which the Scooter/bikes are located. Rider shall not be entitled to a refund of any fees for unused rental periods unless Operator's Scooter/bike rental service shall have been suspended for more than 15 days. Operator does not represent or warrant that Scooter/bikes will be available for rental at any Station at any time. Operator may require the return of its Scooter/bikes at any time.

5.0 RELEASE AND LIMITATION OF LIABILITY.

5.1 For and in consideration of rental and use of the scooter/bike, rider, for itself and on behalf of rider's heirs, executors, administrators and assigns, forever releases and relinquishes and discharges

- i. Operator and operator's officers, boards and commissions, members, managers, employees, suppliers, agents, representatives,
- ii. Any municipality with which operator has contracted with to provide a scooter/bike sharing program, and
- iii. Any owner of property with which municipality or RAILZ, LLC has contracted with to provide real property on which a scooter/bike share facility, including, without limitation, stations, drop zones, racks, intended for scooter/bike share use (all, collectively, the "operator parties") from any and all claims, demands, disputes, losses, liabilities, debts, liens, charges, penalties, proceedings, causes of action and damages including for personal injury, wrongful death, property damage, and injury to Rider or to third parties (collectively, "claims"), including unknown or unanticipated claims, which arise from or are related directly or indirectly to this agreement or the rental, maintenance, design, use and/or operation of the operator equipment, including the scooter/bikes, or the operator website, including any and all claims related to the sole or partial negligence of operator, the operator parties or any other party. Rider hereby expressly waives any claims against the operator parties which Rider does not know or suspect to exist in his or her favor at the time of renting a scooter/bike, and expressly waives Rider's rights under any statutes that purport to preserve Rider's unknown claims.

5.2 In no event will operator or the operator parties be liable for exemplary, incidental, indirect, special, or consequential damages of any kind arising out of this agreement or the rental, maintenance, design, use and/or operation of the operator equipment, including the scooter/bikes, or the operator website, including without limitation loss of profit, loss of use, loss of savings, or loss of revenue, whether or not operator or the operator parties have been advised of the possibility of such loss, however caused, and on any theory of liability. If operator or the operator parties are deemed to have any liability under this agreement or arising out of Rider's use of the operator equipment, including the scooter/bikes, or the operator website, such liability shall not exceed the amount of the membership or rental paid to operator by Rider.

5.3 In no event will Rider claim that operator parties individually or collectively did not adequately train Rider, or provide Rider with adequate instructions necessary, to ride the scooter/bike in the same manner as a person who is an experienced scooter/bike rider who has been trained to ride a scooter/bike in a safe and careful manner.

6.0 ASSUMPTIONS OF RISKS; DISCLAIMER.

Rider expressly acknowledges and accepts that Rider's rental and use of the scooter/bike is at his/her own risk. Rider accepts the scooter/bike for use after exercising his/her own free choice to participate voluntarily in this activity and after having inspected the scooter/bike and certifying that it is in good operating condition. Rider understands that scootering/bicycling may be a hazardous activity. Rider acknowledges, understands and assumes all risk relating to the rental, maintenance, design, use and/or operation of the operator equipment, including the scooter/bikes, and the operator website and understands that scootering/bicycling involves risk to the *Rider and* others including damages, bodily injury, partial or total disability, paralysis and death to Rider or others, and that Rider has full knowledge of said risks and dangers, including such risks, damages and injuries that may arise from the negligence of others or as a result of roadway or riding surface conditions. All scooter/bikes and other operator equipment are provided "as is" and without any warranty of any kind, whether express or implied, written or oral, including, without limitation, any warranty of merchantability, quality or fitness for a particular purpose. Operator and the operator parties hereby disclaim any claim in tort (including negligence, product liability or strict liability).

7.0 DISPUTE RESOLUTION.

Rider agrees that operator, at its sole discretion, may submit any disputes whatsoever arising out of, resulting from, and/or relating to this agreement, Rider's use of operator's equipment, including, without limitation, scooter/bikes, and/or the operator website, to final and binding arbitration under the rules of the arbitration association, by one or more arbitrators appointed in accordance with the said rules. In the event that operator submits such dispute to arbitration, then such arbitration shall be mandatory and binding on the parties. Such proceeding shall be held in by the state laws without regard to choice of law principles. All arbitration proceedings will be conducted in the English language. Should operator elect to submit any dispute or claim to arbitration, to the maximum extent permitted by law, operator and rider each waive any right to trial by jury in any litigation or to have a jury participate in resolving any dispute arising out of or with respect to this agreement or Rider's use of operator's equipment, including, without limitation, scooter/bikes, and/or the operator website.

8 INDEMNIFICATION.

Rider shall indemnify, defend and hold harmless the operator and affiliates, including RAILZ, LLC. and LINKA TECHNOLOGIES, LLC., from and against any and all claims related to or arising out of this agreement, including, but not limited to Rider's breach of any representations, warranties or covenants set forth in this agreement, and the rental, maintenance, design, use or operation of the scooter/bike, the locks, the stations and/or the operator website, even where caused in whole or in part by operator's negligence, and/or the negligence of others, whether presently known or unknown. At operator's option, Rider will assume control of the defense and settlement of any claim subject to indemnification by Rider (provided that, in such event, operator may at any time elect to take over control of the defense and settlement of any such claim). In no event may Rider settle any claim without operator's prior written consent.

9.0 ASSIGNMENT.

Operator may assign its rights and duties under this Agreement to any party at any time without notice to Rider.

10.0 NO WAIVER.

Operator's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any part of this Agreement. No waiver by Operator shall be construed as a waiver of any proceeding or succeeding breach of any provision in this Agreement.

11.0 TERMINATION OF AGREEMENT.

Operator may terminate this Agreement at any time, without cause, legal process, or notice to the Rider and Rider's use of the System is "at the will" of Operator. Rider waives all claims, causes of actions, expenses, and/or damages connected and/or related to any such termination. Rider shall not be entitled to a refund of any amount paid for unused rental periods if this Agreement is terminated for cause. Rider may terminate Rider's rental plan at any time; provided, however, that no refund will be provided by Operator for time already used by Rider.

12.0 SEVERABILITY.

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Agreement shall remain in full force and effect.

13.0 SURVIVAL.

All provisions of this Agreement relating to limitation and exclusion of liability, waivers, assumption of risk, warranties and indemnification obligations shall survive the termination of this Agreement, and all amounts unpaid at the time of termination or expiration of this Agreement shall remain due and payable.

14.0 PRIVACY POLICY.

Rider may access Operator's privacy policy applicable to this Agreement at: <https://www.linkalock.com/pages/privacy-policy>

15.0 ENTIRE AGREEMENT.

This Agreement constitutes the final and entire Agreement between Operator and Rider and prevails over any prior or contemporaneous, conflicting or additional, communications, unless otherwise agreed to by the Parties in writing. Operator shall have the right to revise, change and modify the terms and conditions contained in this Agreement at any time without prior written notification by posting the revised Agreement on www.linkafleets.com, and such changes shall apply to all future use of Scooter/bikes after the date of such changes. Riders shall be solely responsible for reviewing and becoming familiar with any modification to this Agreement. Use and/or operation of the Scooter/bike by Rider following any modifications to this Agreement constitutes Rider's acceptance of the terms and conditions as modified.

