



## VEORIDE USER AGREEMENT

Updated Feb. 26, 2019

This User Agreement is a legally binding contract between you (“You”, “Your” and in some instances “User”) and Veoride, Inc., an Indiana corporation d/b/a Veoride (“Veoride”), governing Your access to and use of Veoride’s Services. This User Agreement together with Veoride’s Privacy Policy, all other terms incorporated by reference, and any other updates, supplements, policies and rules regarding the Services published from time-to-time by Veoride constitute this “Agreement” between You and Veoride.

Veoride’s services (“Services”) are comprised of several elements, including: (1) Veoride vehicles, including, without limitation, electronic assist bicycles and scooters (“E-Vehicles”), pedal bicycles, ADA compliant bicycles and tricycles, and other mobility devices which may be offered from time-to-time (each, together with E-Vehicles, a “Vehicle”); (2) Veoride’s website located at [www.veoride.com](http://www.veoride.com), all versions thereof, and Veoride’s mobile application (the “Online Services”); and (3) all other related services, equipment, personnel, and information provided or made available by Veoride.

Veoride agrees to rent You Vehicles, and otherwise provide the Services to You, subject to the terms of this Agreement. By accessing and/or using the Services, you acknowledge and agree to be bound by the terms of this Agreement and, as such, You should carefully read all of its terms and conditions prior to use of the Services.

IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT USE THE SERVICES. VEORIDE RESERVES THE RIGHT TO MODIFY OR AMEND THIS AGREEMENT FROM TIME TO TIME WITHOUT NOTICE. YOUR CONTINUED USE OF THE SERVICES FOLLOWING THE PUBLICATION OF ANY SUCH CHANGE WILL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT AS MODIFIED.

## 1. ONLINE SERVICES; YOUR ACCOUNT

1.1. License to Use the Online Services. Subject to Your continued compliance with the terms and conditions of this Agreement, VeoRide hereby grants to You a limited, revocable, nontransferable right to access and use the VeoRide App and VeoRide's website(s) solely for the purposes permitted herein. The Online Services are provided for Your personal, non-commercial use.

1.2. Registration. In order to access some of the Services, You may be required to create an account and password (an "Account") that can be created, accessed, and maintained via the Online Services. Creation of an Account may require specific information or documentation, including, without limitation, Your first and last name, email address, phone number, gender, birth date, and address, and You are required to maintain and update Your information as requested or as may be necessary. By registering, You agree that all Account information provided is true and accurate and that You will maintain and update this information in order to keep it current, complete, and accurate.

You are solely responsible for maintaining the confidentiality of Your Account password, and for any and all orders, statements, or omissions that occur through the use of Your Account. Therefore, You must take steps to ensure that others do not gain access to Your Account. VeoRide will never ask You for Your password. You may not transfer or share Your Account with anyone, and VeoRide reserves the right to immediately terminate Your Account in the event of any unauthorized transfer or sharing thereof.

1.3. Privacy Policy. Your use of the Services is subject to VeoRide's Privacy Policy, which may be modified from time to time and is incorporated into this Agreement by reference. For more information, see the VeoRide Privacy Policy at [www.veoride.com/privacy](http://www.veoride.com/privacy). You understand that through Your use of the Services You consent to the collection and use, as set forth in the Privacy Policy, of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by VeoRide and its affiliates.

1.4. Children. The Online Services are not intended for persons under 13 years of age. By using the Services, You certify that You are at least 18 years of age (or, if older, that You meet the minimum permitted

age and other qualifications, if any for use of the Services as permitted by local law, rule, or regulation), or in the alternate, You certify that You are the parent or legal guardian of any minor permitted by You to access or use the Services, have read and agreed to the terms and conditions set forth herein on Your behalf and on behalf of such minor, and such minor's use of the Services is permitted by this Agreement. Notwithstanding the foregoing, no person under the age of 18 may access or use (i) the Services without the supervision of a parent or legal guardian, or (ii) an E-Vehicle, in any event.

1.5. Payment of Fees.

A. VeoRide only accepts payments through approved payment service providers or by check; provided, VeoRide reserves the right to update its credit card service provider at a time. You agree to be bound by VeoRide's credit card service provider's terms and conditions.

B. If You rent or reserve a Vehicle or subscribe to any reoccurring or renewing Services that require payment of a fee (Your "Subscription" as further provided Section 3), You agree to pay all fees associated with such Services in accordance with this Agreement, billed in advance. You agree to provide VeoRide with accurate and complete billing information, including valid account or credit card information and Your name, address and telephone number, and to update such information within one day of any change in Your Account (as approved by VeoRide, Your "Designated Payment Method"). By providing Your Designated Payment Method information, (i) You represent and warrant to VeoRide that You are an authorized user of such Designated Payment Method and (ii) You are authorizing VeoRide to charge all fees incurred by You as provided in this Agreement to the Designated Payment Method. All fees are subject to applicable sales taxes and other local government charges, which may be charged and collected by VeoRide.

C. VeoRide will automatically renew and bill Your Designated Payment Method for all fees incurred in accordance with this Agreement. If requested by You, and agreed to by VeoRide, VeoRide will issue an invoice to You for amounts due as provided herein. You hereby consent to VeoRide charging Your Designated Payment Method as amounts are due and VeoRide shall not be required to obtain any further consent from You in

order to charge such Designated Payment method. You further agree that until Your Subscription is terminated, You will continue to accrue charges for which You remain responsible, even if You do not access or use Your Account or Subscription. Unless VeoRide in its discretion determines otherwise, You will be billed and shall pay in U.S. dollars. You shall be responsible to reimburse VeoRide for any costs of collection of amounts due hereunder, including attorney's fees and court costs.

D. If You dispute any VeoRide charge, then You must (a) contact VeoRide within 10 calendar days from the end of the month with the disputed charge, and (b) provide to VeoRide all Vehicle use information that is necessary to identify the disputed charge (such as the date of the trip and the approximate starting and ending times).

E. If for any reason Your credit card company or financial institution refuses to pay any amount billed or collectable by VeoRide in accordance with this Agreement, You agree that VeoRide may, at its option, suspend or terminate Your Account, including any Subscription (as defined below), and require You to pay the overdue amount by other means acceptable to VeoRide. In addition, VeoRide may charge a fee for reinstatement of suspended or terminated Accounts. In the event legal action is necessary to collect on balances due, You agree to reimburse VeoRide for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

1.6. Changes in Services and Pricing. VeoRide is constantly updating and revising its offerings of products and services, and may discontinue or alter its products and services at any time without notice. All pricing for the products and services available via the Services is subject to change. For all of VeoRide's prices and products, including those provided for in this Agreement, VeoRide reserves the right to make adjustments due to changing market conditions, errors in advertisements, or for any other reason, in its sole discretion; provided, no pricing change will be applied retroactively (unless charged in error).

1.7. Chargeback Policy. All references to a "chargeback" refer to a reversal of a credit/debit card charge. There is no reason for a chargeback to ever be filed. If a credit is due, simply contact VeoRide for payment. You agree to immediately contact VeoRide if You feel that Your credit/debit card was used fraudulently in connection with the

Services. You agree to repay VeoRide all costs and expenses incurred as a result of any chargeback your file.

YOU AGREE THAT YOU WILL NOT CHARGEBACK ANY AMOUNTS CHARGED TO YOUR CREDIT/DEBIT CARD BY VEORIDE IN CONNECTION WITH THE SERVICES AND PURSUANT TO THIS AGREEMENT. IF YOU CHARGEBACK A CREDIT/DEBIT CARD CHARGE FOR A PAYMENT INITIATED BY YOU, YOU AGREE THAT VEORIDE MAY RECOVER THE AMOUNT OF THE CHARGEBACK, IN ADDITION ANY CHARGEBACK FEES LEVIED BY A PAYMENT SERVICE PROVIDER, BY ANY MEANS DEEMED NECESSARY, INCLUDING BUT NOT LIMITED TO RECHARGING YOUR CREDIT/DEBIT CARD OR HAVING THE AMOUNT RECOVERED BY A COLLECTION AGENCY.

1.8. Intellectual Property Rights Reserved. You acknowledge and agree that the Services and any necessary software used in connection with the Online Services contain proprietary and confidential information that is protected by applicable intellectual property law and other laws. You further acknowledge and agree that content contained in advertisements or information presented to You through the Services or by advertisers is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. As between You and VeoRide, and except as expressly provide in this Agreement, all right, title and interest in and to any intellectual property incorporated, used, or made viable in connection with to the Services will remain solely with VeoRide. Except as expressly permitted by applicable law or as authorized by VeoRide or the applicable licensor, such as an advertiser, You agree not to modify, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the Services, in whole or in part.

1.9. Submitted Content. VeoRide does not claim ownership of any information which You submit, disseminate, or otherwise make available through the Online Services or communicate to VeoRide (collectively "Submissions"). However, subject to VeoRide's Privacy Policy, You hereby grant to VeoRide a worldwide, royalty-free, perpetual, non-exclusive, sublicensable, and transferable license to use, distribute, reproduce, modify, adapt, publicly perform, and publicly display, in whole or in part, Submissions for any purpose, and to incorporate Submissions into other works in any format or medium known or later developed. You agree to the Submission rules found here as part of this Agreement and/or provided through the Services. VeoRide shall not treat any

Submission as confidential and shall not incur any liability as a result of any similarities that may appear in future VeoRide services or products. You acknowledge that You are fully responsible for all Submissions, including their legality, reliability, appropriateness, originality, and copyright. You hereby represent and warrant that Your Submissions do not infringe the rights of any third party.

1.10. Inappropriate Material. You are prohibited from transmitting any unlawful, infringing, threatening, defamatory, libelous, obscene, pornographic or profane material, any material that infringes or misappropriates third party intellectual property, or any “spam” materials via the Online Services. In addition to any other legal remedies that VeoRide may have, VeoRide may suspend or terminate Your Account, including Your access to the Services, in the event VeoRide, in its sole discretion, determines or believes You to be in violation of this provision. VeoRide will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone transferring or submitting such materials.

1.11. Map Integration. The map data provided to You via the App and otherwise in connection with the Services is based on the current map information available to VeoRide by one or more third parties (currently through the incorporation Google Maps API, but subject to change at any time in VeoRide’s sole discretion) and may be inaccurate or incomplete. By Your use of the Services, You acknowledge and agree to be bound by such third party provider’s term of services (for Google Maps, available at [https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html)).

1.12. Third Party Interactions. During use of the Online Services, You may enter into correspondence with, purchase services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Services. Additionally, certain of our Services may be provided through third party service providers (in which case those third parties will be clearly identified to You). Any such activity, and any terms, conditions, warranties, or representations associated with such activity, is solely between You and the applicable third-party. VeoRide shall have no liability, obligation, or responsibility for any such transaction, correspondence, purchase, or promotion between You and any such third party. VeoRide does not endorse any sites on the Internet that are linked through its Services. VeoRide provides these links to You only as a matter of convenience, and in no event shall VeoRide be responsible for any content, products, or other materials on or available from such sites. VeoRide provides products to You pursuant to the terms

and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware, or services used in connection with the Services may require Your agreement to additional or different license or other terms prior to Your use of or access to such software, hardware, or services.

## **2. RENTAL AND USE OF VEHICLES.**

2.1. Rental of Vehicles; Service Areas. VeoRide may rent Vehicles to You from time to time pursuant to the terms of this Agreement. You agree to only use, operate, and ride Vehicles in the applicable designated area on the VeoRide App (“Service Area”). In the event You operate or use the Vehicle outside of the Service Area, VeoRide may charge You a fee up to the replacement cost of the Vehicle. If you take a Vehicle outside of the Service Area, You will continue to be charged for the rental of the Vehicle until that Vehicle is returned to the Service Area and Your rental of that Vehicle is deactivated. You agree to return any rented Vehicle to VeoRide, at a location within the Service Area; provided, in the case that VeoRide’s local partner may require Vehicles be returned to specific location within the Service Area (as designated by posted sign or within the App), You agree to do the same or be subject to additional fees as provided herein. All Vehicles must be returned in the same condition in which it was rented, normal wear and tear excepted.

2.2. You are the Sole User. You and VeoRide are the only parties to this Agreement. You are the sole authorized renter (“User”) of Vehicles pursuant Your Account, and You are solely responsible for compliance with all terms and conditions contained herein. You understand that, subject to Section 2.3, when You activate a Vehicle, the Vehicle must be used only by You and you may not permit any other party to use that Vehicle until Your rental is deactivated.

2.3. You Must be at Least 18 Years Old. You represent that You are at least 18 years old. Except for E-Vehicles, minors who are at least 13 years of age may use other Vehicles pursuant to Your Account, but only if You are the minor’s parent or legal guardian. By authorizing use of the Service by a minor, You agree that You are fully responsible and liable for, and agree to defend, indemnify, and hold VeoRide harmless from, all injuries, damages, costs and expenses arising from or related to the minor’s use of the Services. Further, You represent and warrant to VeoRide, and shall ensure that, such minor accepts and complies with this Agreement as a User. Minors under the age of 18 are not permitted to use E-Vehicles.



2.4. Vehicles are the Exclusive Property of VeoRide. You agree that the Vehicles, and any VeoRide equipment attached thereto or otherwise provided, are and shall remain the exclusive property of VeoRide. You must not dismantle, write on, or otherwise modify, repair or deface a Vehicle, any part thereof, or any other VeoRide equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Vehicle in any way. You must not use a Vehicle or any other VeoRide equipment or property for any advertising or similar commercial purpose.

2.5. Reserving VeoRide Vehicles. You may either reserve a Vehicle through a reservation via the Online Services, or Vehicles may be available on a first-come-first-served basis. You shall make all reservations through the Online Services in advance of Your use and will be billed at the time of reservation. You may cancel or change an existing reservation through the Online Services until 10 minutes after the reservation was made.

2.6. You are a Competent Vehicle Operator. As a User, You represent and certify to VeoRide that You are familiar with the operation of the Vehicle, and are reasonably competent and physically fit to ride the Vehicle. By choosing to ride a Vehicle, You assume all responsibilities and risks for any injuries or medical conditions. You are hereby advised that certain weather conditions, including snow, hail, ice, excessive wind or rain and electrical storms, make Vehicle operation potentially dangerous, and You assume such risks by Your use of a Vehicle under such conditions. You are advised to adjust Your riding behavior and braking distance to suit the weather and traffic conditions.

2.7. Safety Check. Before each use of a Vehicle, You shall conduct a basic safety inspection, which includes inspecting for the following: (i) trueness of the wheels; (ii) safe operation of all brakes and lights; (iii) proper attachment of the handlebars, seat, base, pedals, and basket (as applicable); (iv) good condition of the frame; (v) with respect to E-Vehicles, battery charge, and (vi) any sign of damage, unusual or excessive wear, or other mechanical problem or maintenance need. You agree not to operate a Vehicle if there are any noticeable issues, and to immediately notify customer service to alert VeoRide of any problems.

2.8. Helmets. VeoRide recommends that all Users wear a Snell, CPSC, ANSI or ASTM approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. You agree that none of VeoRide and its Released Parties (defined below) are liable



for any injury suffered by You while using the Services, whether or not You are wearing a helmet at the time of injury. You may need to take additional safety measures or precautions not specifically addressed in this Agreement.

2.9. You Must Follow Laws Regarding Use and Operation of Vehicles. You agree to follow all laws pertaining to the use, riding and operation of the Vehicles, including all applicable state and local laws and the rules and regulations pertaining to the location where You are operating the Vehicle, including, without limitation, any applicable helmet and E-Vehicle licensing laws.

2.10. Vehicle Intended for Only Limited Types of Use. You agree that You will not operate or use any Vehicle (i) for racing, mountain bike riding, stunt or trick riding; (ii) on unpaved roads, through water (beyond normal urban riding), or in any location that is prohibited, illegal and/or a nuisance to others; (iii) for hire or reward; or (iv) or in violation of any applicable federal, state or local law, order, ordinance, regulation or other rule or requirement.

2.11. Vehicle Routes. You agree that VeoRide does not provide or maintain places to ride Vehicles, and that VeoRide does not guarantee that there will always be a safe place to ride a Vehicle. Roads, bicycle lanes, bicycle routes, trails and other pathways may become dangerous due to weather, traffic, or other hazards.

2.12. No Tampering. You are not permitted to, and will not, tamper with, attempt to gain unauthorized access using, or otherwise use the Vehicle or other VeoRide equipment other than for purposes permitted by and pursuant to this Agreement and in connection with Your Account.

2.13. Weight and Cargo Limits. You must not exceed the maximum weight limit for Vehicle (300 pounds or as otherwise provided in the VeoRide App) or the cargo basket on the Vehicle, if equipped (10 pounds), and You must not otherwise use the cargo carrier improperly with regard to the type of contents or any visual obstruction or riding impediment. You acknowledge that the front cargo basket of an equipped Vehicle is intended for light goods only, and that You will not carry people or animals anywhere on a Vehicle.

2.14. Vehicle Operating Hours and Availability. VeoRide makes reasonable efforts to provide the Services 24 hours a day, 7 days a week,

365 days per year, but does not guarantee that the Services will be available at all times, as force majeure events or other circumstances might prevent VeoRide from providing the Services. Access to the Service is also conditioned on the availability of Vehicles. VeoRide does not represent or warrant the availability of any Services or the availability of any Vehicle at any time. The number of Vehicles is limited and Vehicle availability is never guaranteed. Vehicles must be rented within the maximum rental time limits set forth herein and You agree that VeoRide may require for You to return a Vehicle at any time.

2.15. Prohibited Conduct. As a User of a Vehicle, You agree as follows:

- A. You will not operate a Vehicle in violation of any applicable federal, state or local law, order, ordinance, regulation or other rule or requirement;
- B. You will not operate a Vehicle while carrying any briefcase, backpack, bag, or other items if it impedes Your ability to operate the Vehicle safely;
- C. You will not operate a Vehicle on any public sidewalk unless permitted by local rule or ordinance;
- D. You will not attach or adhere the Vehicle to a bus, car, or any other similar mode of transportation;
- E. While riding a Vehicle, You will not use any cellular telephone, text messaging device, portable music player, or other devices that may distract You from safe operation of the Vehicle;
- F. You will not operate a Vehicle while under the influence of any alcohol, drugs, medication, or other substance that may impair Your ability to safely operate the Vehicle;
- G. You will not carry a second person on a Vehicle;
- H. You will deactivate Your rental and lock the Vehicle within the Service Area as required herein;
- I. You will only use locking mechanisms provided by VeoRide and You will not add another lock to a Vehicle; and

J. You will park the Vehicle at a lawful parking spot following Your use (i.e. the Vehicle cannot be parked on private property or in a locked area or in any other non-public space).

In the event of your violation of this Agreement, You may incur additional fees as provided in Section 3 below. In addition, and without limitation, VeoRide may suspend, cancel, or terminate Your Account, including Your access to the Services.

2.16. E-Vehicles Specific Terms. As a User of an E-Vehicle, in addition to the prohibited conduct above, You acknowledge and agree as follows:

A. You assume sole responsibility for checking and E-Vehicle's charge level before use, and monitoring during use, to ensure it is adequate for Your intended operation (including the return of the E-Vehicle as provided herein);

B. VeoRide does not guarantee that any displayed E-Vehicle charge level is accurate, or that E-Vehicle performance at various charge levels will be consistent from E-Vehicle to E-Vehicle;

C. E-Vehicle charge level, and the rate that it decreases, is impacted by certain external factors (weather, road conditions, age of the power source, etc.) and VeoRide cannot guarantee any specific level of performance at any charge level;

D. E-Vehicle features and operations, including speed, may decrease (or cease) with use commensurate with its charge level and You will monitor and modify (and cease) Your use of an E-Vehicle accordingly; and

E. An E-Vehicle may not have sufficient charge to operate until Your intended destination.

2.17. Reporting of Damage or Crashes. You must report any accident, crash, damage, or personal injury involving a Vehicle, or any or stolen or lost Vehicle, to VeoRide as soon as possible. In the event of a stolen Vehicle, or if a crash involves personal injury or property damage, You must file a report with the local police department within 24 hours.

2.18. Lost or Stolen Vehicle. If a Vehicle is not returned within 48 consecutive hours, then the Vehicle may be deemed lost or stolen by VeoRide, and a police report may be filed with local authorities. The data

generated by the Services' computer is conclusive evidence of the period of use of a Vehicle by a User. You must report any Vehicle disappearance or theft to VeoRide immediately or as soon as possible. You agree that You are 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 Vehicle during Your rental or reasonably resulting from your breach of this Agreement.

2.19. Limitations on Rental. You agree that VeoRide is not a common carrier. Alternative means of public and private transportation are available to the general public and to You individually, including public buses and rail service, taxis, and pedestrian paths. VeoRide provides Vehicles only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate a Vehicle on their own and who have agreed to all terms and conditions of this Agreement.

### **3. SUBSCRIPTIONS AND AUTORENEWALS; OTHER FEES**

3.1. Subscription Term. Your subscription for Services (Your "Subscription") will commence as of the date that Your payment for the Subscription is received and will continue in full force for the length of the term You purchase (the "Initial Term") and will renew as provided below for successive Renewal Terms (day-to-day, month-to-month, semester-to-semester, or annually) until such time as You cancel Your Subscription ("Subscription Term"), except as otherwise provided herein.

3.2. Auto-renewal. Your Subscription will automatically renew at the end of Your Subscription Term continuously and indefinitely for period equal to the Initial Term (each a "Renewal Term") without action by You, and the Subscription membership fee will be charged to You at the time of renewal. By payment of Your initial membership fee, You are agreeing to pay a reoccurring subscription fee automatically (at the then-current rate in the VeoRide App) unless you cancel prior to the expiration of the current Initial Term or Renewal Term, as the case may be. Fees will be charged to Your original payment method automatically at the beginning of Your Subscription Term, and at the beginning of each Renewal Term thereafter on the calendar day corresponding to the commencement of Your current Subscription Term, unless You cancel Your Subscription.

3.3. Subscription Termination. You may cancel Your Subscription at anytime; provided, a cancellation will only be effective at the expiration for the then-current Initial or Renewal Term, as applicable. In such event, You will not be entitled to receive a refund for the unused portion of the remainder of the Subscription Term. In order to cancel Your Subscription please call customer service at 855-836-2256 or by sending an email to [hello@veoride.com](mailto:hello@veoride.com).

3.4. Promotional Codes. Lucky Ride and other discount promotional codes are one-time only offers and can only be redeemed via the VeoRide App. VeoRide reserves the right to modify or cancel discounts or promotional ride amounts at any time. Discounts are limited to one per User and Account, and may not be combined with other offers. Discounts are non-refundable, non-transferable and may not be resold. The Lucky Ride discount promotional codes will only be sent out after a Vehicle is locked or parked within the Service Area as provided herein.

3.5. Maximum Rental Time and Charges. The maximum continuous rental time for a Vehicle is 48 hours. You agree that You will deactivate the Vehicle rental within 48 hours and return the Vehicle to the Service Area as provided herein following Your initial rental of any specific Vehicle; provided You may then rent that Vehicle again immediately thereafter. The maximum daily charge for Vehicle rental is \$48 and is based on a calendar day. After the return of the Vehicle, You will be charged the accumulated rental charges, or the maximum daily charge; whichever is less. Vehicles not returned (locked and a Your use concluded) within 48 hours may be considered lost or stolen, and the last User of such Vehicle may be charged up to \$600 per pedal bike, \$1,400 per electric scooter, \$1,600 per fat-tire bike, and \$2,600 per electric bike, and a police report may be filed. VeoRide may also charge a service fee of \$30 for Your Vehicle rentals in excess of 24 hours where the Vehicle is not lost or stolen.

3.6. Pick Up Fees. If You do not return a rented Vehicle to the Service Area as provided herein (including, without limitation, in the event You deactivate the Vehicle on private property, a locked community, or another unreachable area), and request that the Vehicle be picked up by VeoRide, VeoRide may, at its sole discretion, charge You a pickup fee up to \$120. If any Vehicle rented through Your Account is abandoned (i.e., You do not timely deactivate Your rental of a Vehicle), You will be responsible for all fees incurred with respect to such Vehicle

until it is recovered and deactivated, plus a service charge (currently \$120.00) to recover the Vehicle.

3.7. Insufficient Vehicle Rental Time. If You have prepaid your Vehicle rental time and the remaining balance is less than your actual Vehicle rental time, you incur fees (including, but not limited to those fees provided in Sections 3.5 and 3.6) such that Your VeoRide account reaches a negative balance, or, for any other reason, Your VeoRide account reaches a negative balance, You acknowledge and agree that VeoRide will charge for the fees incurred and Services used, at rates as may be provided from time to time via the App, payable in accordance with this Agreement.

3.8. No Refunds. All fees paid or payable by You to VeoRide, including the fees as discussed above and other costs and fees as provided in this Agreement and the VeoRide App, are final and nonrefundable except in VeoRide's sole and absolute discretion.

#### **4. ASSUMPTIONS OF RISK AND RELEASE**

4.1. Assumption of Risk. You are solely and fully responsible for Your safe operation of the Vehicles at all times. You agree that Vehicles are machines that may malfunction, even if the properly maintained, and that such malfunction may cause injury. You agree that operating a Vehicle involves many obvious and not-so-obvious risks, dangers, and hazards, which may result in injury or death to You or others, as well as damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. You agree that such risks, dangers, and hazards are Your sole responsibility, including, but not limited to, choosing whether to wear a helmet, whether or not required by law, or utilize other protective gear. You agree that if Your use of any of the Services causes any injury or damage to another person or property, then You may be liable for all resulting injuries, damages, and related costs. By choosing to operate a Vehicle, You assume full and complete responsibility for all related risks, dangers, and hazards, and agree that VeoRide and all other Released Persons are not responsible for any injury, damage, or cost caused by You with respect to any person or property, including the Vehicle itself.

YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT YOUR USE OF ANY OF THE SERVICES, INCLUDING ANY VEHICLE OR RELATED EQUIPMENT, IS AT YOUR SOLE RISK.

4.2. Release. Except for Claims caused by the Released Person's gross negligence or willful misconduct, and in exchange for You being allowed access to and use of the Services, You (for yourself and Your heirs, agents, affiliates, representatives, successors, and assigns) do hereby fully and forever release and discharge all Released Persons for all Claims that You have or may have against any Released Person, whether caused by the sole or partial negligence of VeoRide and/or the negligence of others, whether based upon breach of contract, breach of warranty, active or passive negligence or any other legal theory, in consideration for using and/or operating a Vehicle. Such releases are intended to be general and complete releases of all Claims. The Released Persons may plead such releases as a complete and sufficient defense to any Claim, as intended third party beneficiaries of such releases.

"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 attorneys' fees, whether incurred at trial, on appeal, or otherwise), damages (including 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 Vehicle, equipment or related information, or (b) Your use of any of the foregoing.

"Released Persons" means, collectively VeoRide and all of its owners, directors, officers, affiliates, employees, agents, representatives, successors, and assigns, and (ii) every sponsor of any of the Services (including any third party giving VeoRide permission or a license to use its owned or controlled property in connection with the Services) and all of the sponsor's owners, officers, directors, affiliates, employees, agents, representatives, successors, and assigns.

## **5. INDEMNIFICATION; WARRANTY WAIVER AND LIMITATIONS ON LIABILITY**

5.1. Indemnification. You agree to indemnify, defend and hold Released Persons harmless from and against all third-party Claims that may be asserted arising out of or in any way connected with Your access to or use of the Services, including Your Vehicle use.



5.2. No Warranties. ALL OF THE SERVICES, INCLUDING ANY VEHICLE OR RELATED EQUIPMENT, ARE PROVIDED “AS IS” AND “AS AVAILABLE” (AND YOU RELY ON THEM SOLELY AT YOUR OWN RISK). TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITH RESPECT TO YOUR USE OF ANY OF THE SERVICES, VEHICLES, OR RELATED EQUIPMENT, VEORIDE AND ALL OTHER RELEASED PERSONS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VEORIDE AND ALL OTHER RELEASED PERSONS DO NOT REPRESENT OR WARRANT THAT ANY OF THE SERVICES, INCLUDING ANY VEHICLE OR RELATED EQUIPMENT, WILL BE IN GOOD REPAIR OR ERROR-FREE, AND DELAYS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES COULD EXIST WITH RESPECT TO ANY OF THE SAME.

5.3. Limited Liability. YOU HEREBY ACKNOWLEDGE AND AGREE THAT, EXCEPT AS MAY OTHERWISE BE LIMITED BY LAW, VEORIDE AND ALL OTHER RELEASED PERSONS ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, THAT ARISE OUT OF OR RELATE TO (A) ANY RISK, DANGER, OR HAZARD DESCRIBED OR CONTEMPLATED IN THIS AGREEMENT, (B) YOUR USE OF, OR INABILITY TO USE, ANY OF THE SERVICES, INCLUDING ANY VEHICLE OR RELATED EQUIPMENT, (C) YOUR BREACH OF THIS AGREEMENT OR YOUR VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAW, ORDER, ORDINANCE, REGULATION OR OTHER RULE OR REQUIREMENT, (D) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION BY YOU, (E) YOUR FAILURE TO WEAR A HELMET WHILE USING A VEHICLE, OR (F) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION OF ANY THIRD PARTY. THESE LIMITATIONS ARE EFFECTIVE EVEN IF VEORIDE OR ANY OF THE OTHER RELEASED PERSONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS.

THE AGGREGATE LIABILITY OF VEORIDE AND ALL OTHER RELEASED PERSONS TO YOU, FOR ALL CLAIMS IN THE AGGREGATE, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHER GROUNDS, IS LIMITED TO THE SUM OF \$100.

SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES; AND, IF ANY OF THOSE LAWS APPLY TO YOU, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS IN THIS SECTION 5 MIGHT NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## 6. TERMINATION

6.1. Generally. In addition to Your ability to terminate Your Account, Your Subscription and this Agreement as provide herein, Your Subscription will automatically end 10 years after Your last login to your las Vehicle rental; provided, however, that Your personal financial responsibility under this Agreement expires one year after the Your last use of the Services.

6.2. Termination by VeoRide. VeoRide may unilaterally terminate Your Account or Your Subscription, including this Agreement and your access to and/or right to use the Services, at any time and from time to time, in VeoRide's sole discretion and without any notice or cause.

6.3. Survival of Terms. The provisions of this Agreement that are intended to survive termination, and all of Your financial obligations hereunder (regardless of whether charged or incurred during or after the Subscription Term, will remain in full force and effect regardless of how this Agreement is terminated.

## 7. DISPUTE RESOLUTION; BINDING ARBITRATION; CLASS ACTION WAIVE

YOU SHOULD READ THIS SECTION CAREFULLY AS IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

7.1. Governing Law. This Agreement is governed by the laws of the State of Indiana, excluding principles of conflicts of laws.

7.2. Initial Resolution Attempts. You and VeoRide will engage in good faith negotiation to resolve any dispute, claim, or question, and use their respective best efforts to settle the same, as a condition precedent to either party initiating any court action, lawsuit, mediation, or arbitration.

7.3. Binding Arbitration. If the no resolution is reached in the initial resolution process, either party may initiate binding arbitration as the sole means to resolve claims, as provided herein. All claims arising out of or relating to this Agreement, including access to and use of the Services, and use and rental of any Vehicle, shall be finally settled by binding arbitration administered by JAMS under the applicable

commercial arbitration rules, excluding any rules or procedures governing or permitting class actions.

The arbitrator shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, non-appealable, and binding on the parties, and may be entered as a judgment in any court of competent jurisdiction.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, VeoRide will pay the additional cost. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

7.4. Location. Arbitration in connection with this Agreement shall take place in Tippecanoe County, Indiana, unless otherwise mutually agreed to by the parties. With respect to any matter not subject to arbitration in connection with this Agreement, the parties mutually consent to the exclusive jurisdiction of the state and federal courts located in Tippecanoe County, Indiana, and further agree to accept service or process by mail.

7.5. Class Action Waiver. YOU AGREE THAT YOU MAY ONLY BRING CLAIMS AGAINST VEORIDE IN YOUR INDIVIDUAL CAPACITY, , AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The parties 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. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then Section 7.3 shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

7.6. Opt-Out Rights. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth

above by sending written notice of your decision to opt-out to [hello@veoride.com](mailto:hello@veoride.com). The notice must be sent within 30 days of your Account creation, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, Section 7.3 will be deemed void and removed from this Agreement.

7.7. Intellectual Property Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights).

7.8. Changes to this Section. Notwithstanding anything in this Agreement to the contrary, VeoRide will provide prior written notice of any changes to this Section 7. Changes will become effective only after prior written notice and will apply prospectively only to any claims arising after the notice period.

## **8. MISCELLANEOUS TERMS**

8.1. Permitted Disclosures. All personally identifiable information that is held by VeoRide and pertains to Users, including all names, addresses, phone numbers, and email addresses will be kept by VeoRide in accordance with its privacy policy linked to [www.veoride.com/privacy](http://www.veoride.com/privacy) provided, however, that (i) if there is any accident where a User is unable to communicate personal information to the appropriate authorities, then VeoRide may, in its sole discretion, provide a User's name, address, phone number, and other important information to such authorities, (ii) if VeoRide receives a subpoena from any court or other authority, then VeoRide will provide all requested information in accordance with applicable law, and (iii) VeoRide may disclose aggregate and other data about Users in accordance with applicable law, including, without limitation, general latitude and longitude data for User addresses (provided this would not allow any individual's address to be separately identified).

8.2. License to Image and Likeness. You hereby knowingly, voluntarily, and irrevocably (i) give Your full and unconditional consent to VeoRide 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; (ii) grant to VeoRide 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 VeoRide 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 (iii) waive, release, and discharge all Released Persons from all Claims 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.

8.3. Notice. VeoRide may be contacted by emailing [hello@veoride.com](mailto:hello@veoride.com).

8.4. 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.

8.5. 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.

8.6. Modifications. Except as expressly provided above, VeoRide may, at any time and from time to time, and without Your prior notification or consent being required, unilaterally amend, modify, or change this Agreement, in its sole discretion by posting such amended or modified Agreement on its Online Services. By continuing to use any Services after any amendment, modification, or change, You agree to be bound by all such amendments, modifications, and changes. You must carefully review this Agreement on a regular basis to maintain awareness of all amendments, modifications, and changes. Notwithstanding the foregoing, in the event any notice to You of

modification to this Agreement is determined to be insufficient or otherwise not binding on You, the prior agreement between You and Us shall continue until sufficient notice to establish a new agreement occurs.

8.7. Entire Agreement. This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement and the within referenced VeoRide agreements supersede all other prior agreements, written or oral, relating to such subject matter.

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