

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 (defined below) provided by Operator (defined below), 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 Mount Locks, Inc. d/b/a Mount. “Property Owner” shall mean the owner of any parcel of real property upon which Vehicles (defined below) may be located and available for rental. “Property Manager” shall mean any entity or individual who manages any property or vehicles on behalf of the Property Owner.

The services provided by Operator include, among other things, (1) the rental and/or use of the electric vehicles it operates (whether owned or leased) (“Vehicle” or “Vehicles”), and (2) 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 third-party provider of technology services (the “Technology Service Provider”). The App is subject to the Technology Services Provider’s Terms of Service, which you expressly acknowledge and agree that you have read, understood, and provided your assent thereto. You further understand and agree that all personal information that is held by the 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 (found here: [HYPERLINK](#)).

Where Mount Locks, Inc. is the Technology Service Provider.

You should CAREFULLY READ ALL TERMS AND CONDITIONS before entering into this Agreement. Immediately below 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. The summary is provided for Your convenience, and is not intended to cover all matters covered by this Agreement. Please carefully read this Agreement in its entirety. 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 \$100 for 24 hours. For more details, please refer to Section 2.3 below.

- Upon conclusion of Your ride, the Vehicle 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. If the Vehicle is improperly parked, you will be unable to end the ride and will continue to incur charges.
- All applicable laws and regulations (including, without limitation, those applicable to traffic, pedestrians, parking, and charging Vehicles) must be obeyed, including any helmet laws in Your area. See Section 1.7.
- You must promptly report any damaged or malfunctioning Vehicles to Operator via the App or e-mail.

Operator expressly agrees to permit, and the Rider expressly agrees to accept, rental of the Vehicle 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 VEHICLE.

1.1 Rider is Sole User. Operator and the Rider are the only parties to this Agreement. Except as expressly permitted by Mount under Section 1.17: (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 a Vehicle, the Vehicle must be used only by You; and (c) You must not allow others to use a Vehicle that You have activated.

1.2 Rider is At Least 18 Years Old. Rider represents and certifies that Rider is at least 18 years old.

1.3 Rider is a Competent Vehicle Operator. Rider represents and certifies that he/she is familiar with the operation of the Vehicle, is reasonably competent and sufficiently physically fit to ride the Vehicle, and has reviewed the safety materials provided by Operator via the App and/or other materials prior to activating the Vehicle. By choosing to ride a Vehicle, Rider expressly assumes all responsibilities and risks for any injuries or medical conditions that may be caused or exacerbated by Your choice to activate or ride the Vehicle. You are responsible for determining whether traffic and weather conditions, including, without limitation, rain, fog, snow, hail, ice, heat or electrical storms, make it dangerous to operate a Vehicle. You are advised to adjust Your riding behavior and braking distance to suit the weather, visibility, surrounding environment, and traffic conditions.

1.4 Vehicle is the Exclusive Property of Operator. Rider agrees that the Vehicle and any Operator equipment attached thereto, shall, at all times, remain the exclusive property of Operator and/or its lessors/licensors. You shall not destroy, damage, dismantle, write on, or otherwise modify, repair or deface a Vehicle, any part of a Vehicle, or other Operator equipment in any way. You shall not write on, peel, or

otherwise modify or deface any sticker on a Vehicle in any way. You shall not use a Vehicle, or other Operator equipment, for any advertising or other commercial purpose without the express written permission of Operator.

1.5 Vehicle Operating Hours and Vehicle Availability. Rider agrees and acknowledges that the Vehicles may not be available 24 hours a day, 7 days/week, 365 days per year. Vehicles must be rented during operating hours and within the maximum rental time limits set forth below. The number of Vehicles are limited and Operator cannot and does not guarantee any level of Vehicle availability. Rider agrees that Operator reserves the right to require Rider to return a Vehicle at any time and for any reason.

1.6 Operating Area. Rider agrees not to use, operate, and/or ride the Vehicle in any no-ride zone or outside permitted service areas, and further agrees not to move or transport the Vehicle except as expressly authorized by Operator.

1.7 Rider Must Follow Laws Regarding Use and/or Operation of Vehicle. Rider agrees to follow all laws pertaining to the use, riding, parking, charging, and/or operation of the Vehicle, including all state and local laws and the rules and regulations pertaining to Vehicles in the area where You are operating the Vehicle, including any helmet laws. Rider also agrees to use reasonable caution, act with courtesy and respect toward others while using the Services, and to ride the Vehicle responsibly.

1.8 Prohibited Acts. Rider agrees to the following:

- The Rider shall not operate a Vehicle while carrying or holding a briefcase, backpack, bag, or other item that can alter balance, add extra weight, occupy Your hands, or otherwise impair safe operation of the Vehicle. If You choose to use such an item, You do so at your own peril, and Operator shall not be liable for any harm or injury to the Rider or Vehicle resulting from the Rider's unsafe operation thereof.
- You must not place, attach, or hang any objects on the handlebar of the Vehicle, such as backpacks or bags.
- While riding a Vehicle, You must not use any cellular telephone, text messaging device, portable music player, or other device that may distract You from operating the Vehicle safely or from the road, traffic and weather conditions.
- You must not operate a Vehicle while under the influence of any alcohol, drugs, medication, or other substance that may impair Your ability to operate a Vehicle safely.
- You must not carry a second person or child on a Vehicle.
- You may only use locking mechanisms provided by Operator. You may not add another lock to the Vehicle or lock a Vehicle other than in accordance with Operator's instructions. In the event You attach a prohibited locking device to the Vehicle, and Operator must remove the locking device, Operator shall not be liable for any damage to or destruction of the locking device, and Operator may

hold You liable for the cost to repair any damage to the Vehicle, up to and including the full replacement cost of the Vehicle.

- The Vehicle must not be parked at a prohibited parking spot. You shall not park the Vehicle on unauthorized private property, in a locked area, blocking the right of way, or in any other unapproved non-public space. You shall not park the Vehicle in heavily trafficked areas if the Vehicle is in danger of being knocked down, or likely to obstruct the path of pedestrians or other vehicles.
- The Vehicle must be parked in a space that is visible, and in an upright position using the kickstand.

1.9 Vehicle is Intended for Only Limited Types of Use. Rider agrees that he/she will not use the Vehicle for racing, mountain riding, or stunt or trick riding. Rider further agrees that he/she will not operate and/or use the Vehicle 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 Vehicle for hire or reward, nor use it in violation of any law, ordinance or regulation.

1.10 Weight and Cargo Limits. You must not exceed the maximum weight limit for the Vehicle, which is 200 lbs.

1.11 No Tampering; No Unauthorized Use. You must not tamper with, attempt to gain unauthorized access to, or otherwise use the Vehicle or Services other than as specified in this Agreement.

1.12 Reporting of Damage or Crashes; Traffic Violations and Enforcement. Rider shall report any accident, crash, damage, personal injury, traffic violation, or stolen or lost Vehicle to Operator as soon as possible. If a crash involves personal injury, property damage, or a stolen Vehicle, Rider shall file a report with the local police department within 24 hours. **Rider agrees that he/she is responsible and liable for any negligence, 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.**

- **YOUR AUTOMOTIVE INSURANCE POLICIES MAY NOT PROVIDE COVERAGE FOR ACCIDENTS INVOLVING, OR DAMAGE TO, THIS VEHICLE. TO DETERMINE IF COVERAGE IS PROVIDED, YOU SHOULD CONTACT YOUR AUTOMOTIVE INSURANCE COMPANY OR AGENT. TO THE EXTENT YOU HAVE AUTOMOTIVE OR ANY OTHER INSURANCE THAT WOULD COVER ANY CLAIMS RELATED TO THIS AGREEMENT, YOU AGREE THAT SUCH INSURANCE WOULD BE PRIMARY AND NON-CONTRIBUTORY.**

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.

Rider agrees and acknowledges that Operator may cooperate with law enforcement to provide any information as they may request or may otherwise be required.

1.13 Rider Responsibility for Vehicle Use and Damage. Rider agrees to return the Vehicle to Operator in the same condition in which it was rented. Operator reserves the right to charge You for damage to the Vehicle caused by You or others (including any vandalism), water damage, or theft, up to the value of the Vehicle plus administrative and processing fees. Rider will not be responsible for normal wear and tear incurred through the ordinary use of the Vehicle in compliance with this Agreement.

1.14 Electric Vehicle. The Vehicle is an electric vehicle that requires periodic charging of its battery in order to operate. Rider agrees to use and operate the Vehicle safely and prudently in light of the Vehicle being an electric vehicle and all of the limitations and requirements associated therewith. Rider understands and agrees with each of the following:

- The level of charge power remaining in the Vehicle will decrease with use of the Vehicle (over both time and distance), and that as the level of charge power of the Vehicle decreases, the speed and other operational capabilities of the Vehicle may decrease (or cease in their entirety).
- The level of charging power in the Vehicle at the time Rider initiates the rental or operation of the Vehicle is not guaranteed and will vary with each rental use.
- The rate of loss of charging power during the use of the Vehicle is not guaranteed and will vary based on the Vehicle, road conditions, weather conditions, and other factors.
- It is Rider's responsibility to check the level of charge power in the Vehicle and to ensure that it is adequate before initiating operation of the Vehicle. Operator makes no guarantee that an activated vehicle will have sufficient charge power to complete Your ride.
- The distance and/or time that Rider may operate the Vehicle before it loses charging power is never guaranteed.
- The Vehicle may run out of charging power and cease to operate at any time during Rider's rental of the Vehicle, including before reaching Rider's desired destination.

1.15 No Charging of Vehicle. If the Vehicle runs out of charging power during a rental, the Rider shall conclude the ride in compliance with all terms of this Agreement. You shall not attempt to charge the Vehicle on your own.

Rider agrees that he/she is responsible and liable for any negligence, 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 Vehicle. By choosing to charge a Vehicle in breach of this Agreement, Rider expressly 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 Vehicle itself, directly or indirectly related to the charging of the Vehicle.

1.16 Mobile Device Requirements and Active Internet Connection. Unless otherwise instructed by Operator in writing, to activate the 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, and the ability to unlock, rent and end the rental of the Vehicle require that the App has an active network connection. You agree that the Operator may contact you by telephone, SMS or text message at the phone numbers You have provided in relation to or in connection with the Services (including for marketing purposes). 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 Vehicle 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. Operator recommends that, after activating the Vehicle, You refrain from using Your mobile device during operation of the Vehicle and store it safely until You have completed your ride, the Vehicle has come safely to a complete stop, and You end the ride. Operator shall not be responsible or liable for any damage to or destruction of Your mobile device resulting from Your decision to use it while operating the Vehicle.

1.17 Third Party Links. From time to time, the Services may contain links to websites that are not owned, operated, or controlled by the Operator or its affiliates. All such links are provided solely as a convenience to You. If You use these links, you will leave the App. Operator is not responsible for any content, materials, or other information located on or accessible from any other website. Neither Operator nor any of Operator's affiliates endorse, guarantee, or make any representations or warranties regarding any other website, or any content, materials, or other information located or accessible from any other websites, or the results that You may obtain from using any other websites. If You decide to access any other websites linked to or from the Services, You do so entirely at Your own risk.

2. PAYMENT AND FEES.

2.1 Fees. Rider may use the Vehicle 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 incurred by Rider 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 on behalf of Rider, Rider agrees that Operator may charge You for the amount paid plus all administrative or legal charges associated therewith (including reasonable attorney's fees); 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 hereby authorizes Operator to pay, on Rider's behalf and at Rider's sole expense, all costs and collection fees including, but not limited to, administrative and legal costs to such agent.

2.2 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.

2.3 Maximum Rental Time and Charges. Rider agrees that Rider will deactivate the Vehicle rental upon completion of the ride, but in any event, always within 24 hours of initiating the rental of the Vehicle. 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 Vehicle, Rider will be charged the accumulated rental charges.

Rental time will be calculated from the moment of unlocking the Vehicle through the App until the Rider receives 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 immediately. Failure to report an issue in terminating a ride may result in continued charges.

Vehicles 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 Vehicle plus administrative

and processing fees. Operator may also charge additional service fees for rentals in excess of 24 hours where the Vehicle is not lost or stolen.

2.4 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 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. Operator reserves the right to suspend Your access to the Services in the event of any problem with or expiration of Your payment method or payment information.

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.

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

2.6 Payment Facilitator. You agree, understand, and acknowledge that Operator may engage third-party payment processors/gateway service providers to facilitate processing of payments. Accordingly, You may be required to follow any terms and conditions of such third-party payment processors/gateway service providers, as communicated to You, from time to time.

3. ADDITIONAL TERMS OF USE.

3.1 Safety Check. Before each use of a Vehicle, Rider shall conduct a basic safety inspection of the Vehicle, which includes inspecting the following: (i) structural integrity and alignment 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 or maintenance need. Rider agrees not to ride the Vehicle if there are any noticeable issues, and to immediately notify customer service to alert Operator of any problems.

3.2 Lost or Stolen Vehicle. A Vehicle may be deemed lost or stolen if (a) the Vehicle is not returned within 24 hours of activation, (b) the Vehicle's GPS unit is disabled, (c) the Vehicle 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 Vehicle 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 suggest to Operator, in its reasonable, good faith determination, that a Vehicle has been lost or stolen. Operator and You agree that the last Rider of a Vehicle shall be responsible for a lost or stolen Vehicle unless facts and circumstances suggest otherwise to Operator in its reasonable, good faith determination. If Operator deems a Vehicle lost or stolen, Operator shall have the authority to take any and all actions it deems appropriate (with respect to the last Rider of a Vehicle 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 a Vehicle by a Rider. Rider agrees to report Vehicle disappearance or theft to Operator immediately or as soon as possible.

3.3 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 Vehicle Safety Standard No. 218 (49 C.F.R. Sec. 571.218), as applicable) that has been properly sized, fitted and fastened according to the manufacturer's instructions. **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 shall be 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 expressly 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.

3.4 Vehicle Routes. Rider agrees that Operator does not provide or maintain places to ride Vehicles, and that Operator does not guarantee that there will always be a safe place to ride a Vehicle. Roads, sidewalks, vehicle lanes, and vehicle routes may become dangerous due to weather, traffic, or other hazards.

3.5 Limitations on Vehicle 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 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.

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 shall survive Rider's termination of the Services and continue in accordance with this Agreement, and (iii) Rider may still be charged any applicable or additional fees in accordance with this Agreement. This Agreement shall survive 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), or 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 (a copy of which can be found here: [[HYPERLINK](#)]).

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 "work made 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, moral rights, or violation of any right granted by You in this paragraph.**

7. **Notice.** Operator may be contacted by emailing mountlocks@gmail.com.

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 State of Delaware, 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 State of Delaware and agrees that those courts have personal jurisdiction over each party; (iii) venue must be in Denver, Colorado. Interpretation and enforcement of paragraph 9, including Sections 9.1 to 9.7, shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq with respect to interpretation and enforcement of all provisions of this Agreement pertaining to arbitration.

9. **Binding Arbitration and Class Action Waiver**

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

9.1 **Initial Dispute Resolution.** Rider Support is available via the App to address any concerns you may have regarding your use of a Vehicle, the Services, and/or this Agreement. The parties shall use their best efforts through this support process to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition precedent to either party initiating mediation, arbitration, or a lawsuit.

9.2 **Binding Arbitration**

If the parties do not reach an agreed upon solution through the support process, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to use and rental of a Vehicle, this Agreement, and the parties' relationship with each other shall be finally settled by binding arbitration. The substantive law of the State of Delaware shall govern the underlying dispute, but the Federal Arbitration Act, 9 U.S.C. § 1 et seq., shall govern the interpretation and enforcement of all provisions of this Agreement pertaining to arbitration (Sections 9.1 to 9.7). The arbitration shall be administered by JAMS, or alternatively a mutually agreed upon arbitrator or arbitration service, under the applicable commercial arbitration rules for JAMS or the mutually agreed upon arbitration service, excluding any rules or procedures governing or permitting class actions.

The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable, or 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, 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, Operator will pay the additional cost. The arbitration rules also permit you to recover attorney's fees in certain cases. The parties acknowledge and 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. Nevertheless, the parties knowingly consent to the arbitration provisions contained herein.

9.3 Location. The arbitration will take place in Denver, Colorado or a mutually agreed upon location.

9.4 Class Action Waiver. 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.

9.5 Litigation of Intellectual Property and Small Claims Court 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 (as used herein, "intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

9.6 Right to Opt Out. 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 the following address: Mount Locks, Inc., 4331 E. Perry Pkwy, Greenwood Village, Colorado 80121. The notice must be sent within 30 days of your first use of the Service following the Effective Date of this Agreement, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. Exercising your right to opt out shall not affect the enforceability of any arbitration provisions in previous versions of this Agreement from which you did not opt out. If you opt-out of these arbitration provisions, Operator also will not be bound by them.

9.7 Changes to this Section

Operator will provide prior written notice of any changes to this Section 9. Changes will become effective only after prior written notice and will apply prospectively only to any claims arising after the notice period.

For any dispute not subject to arbitration you and Operator agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Denver, Colorado. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

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 severable 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 (accessible at [[HYPERLINK](#)]). 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. INDEMNIFICATION; RELEASES; DISCLAIMERS; ASSUMPTION OF RISK.

In exchange for Rider being allowed to use Services, Vehicles, and other equipment or related information provided by Operator, Rider agrees to fully release, indemnify, and hold harmless Operator, Technology Services Provider, Property Owner, and Property Manager, and all of its and their owners, managers, affiliates, employees, contractors, fleet management service providers, officers, directors, shareholders, members, 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, Vehicles, 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, in settlement, 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 Vehicles, 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, Vehicles, 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, Vehicles, 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, Vehicles, 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:

- **vehicles and other objects;**
- **pedestrians;**
- **traffic;**
- **Vehicle or component malfunction;**
- **road conditions;**
- **weather conditions;**
- **failure to follow applicable laws regarding use and/or operation of the Vehicle pursuant to Section 1.7;**
- **commission of any of the prohibited acts listed in Section 1.8;**
- **failure to perform the required safety check pursuant to Section 3.1;**
- **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 the Vehicle at all times. Rider agrees that Vehicles are machines that may malfunction, even if the Vehicle is properly maintained and that such malfunction may cause injury. Rider expressly 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.

16. LIMITATION OF LIABILITY.

16.1 No Consequential or Indirect Damages. IN NO EVENT SHALL OPERATOR OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT RIDER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

16.2 If Remedy Fails of Essential Purpose. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF RIDER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

You acknowledges and agree that the parties entered into the Agreement in reliance upon the limitations of liability set forth in this Section, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

17. INTELLECTUAL PROPERTY.

17.1 Ownership of Intellectual Property. The Services are Operator's exclusive property, and Your use of them does not transfer any ownership rights to You. Using Operator's Services does not give you ownership of any intellectual property rights in the Services or the content You access, and except for the limited license granted to You below, all rights therein (including all intellectual property) belong to Operator or Operator's licensors. You may not use content from the Services without Operator's express prior permission or as otherwise permitted by law. These Terms do not grant You the right to use any trademarks, branding or logos used in the Services or otherwise, including in any advertising or publicity or to imply Operator's endorsement in any way. Please do not obscure or alter any legal notices displayed in, along with or in connection with the Services.

17.2 Operator's Grant of Limited License to You. Subject to this Agreement, Operator grants to You a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the App and our related software and services on Your personal device solely for Your use of the Services. Such rights are for Your personal, noncommercial use only. Any rights not expressly granted herein are reserved by Operator and Operator's licensors. You are not allowed to copy, modify, distribute, sell or lease any part of the Services or included software, nor may You reverse engineer or attempt to extract the source code of the Services or software, unless laws prohibit these restrictions or you have Operator's written permission to do so. You shall not do anything that places an unreasonably large load on the Services' infrastructure, use any robots, spiders, scrapers or other automated means to access the Services, try to interfere with the proper working of the Service or attempt to bypass any of Operator's security measures to access the Services.

17.3 Digital Millennium Copyright Act & Claims of Copyright Infringement. Claims of copyright or trademark infringement should be sent to our designated agent at [mountlocks@gmail.com].

Addendum for Personal Rental Program

The following terms apply with respect to the rental of Vehicles under the Personal Rental Program ("Personal Rentals"). With respect to Personal Rentals, the terms of this Addendum shall take priority over any inconsistent or contradictory terms in the Agreement. All other terms of the Agreement shall apply.

General. Under the Personal Rentals program, Operator may rent a Vehicle to You for Your personal use on an extended basis, such as on a weekly or monthly basis. Except as specified in this Addendum, You are responsible for the rented Vehicle during the entire Personal Rentals period, including safeguarding the Vehicle at all times, storing the Vehicle securely overnight and when not in use, and ensuring the Vehicle has adequate charge for Your use. As a Personal Rental, the Vehicle shall not be available for rent by other Riders. In addition, you may not use the Vehicle for commercial purposes without Operator's consent.

Availability. The Personal Rentals program may only be available in select markets and for select time periods, in Operator's discretion. Operator may suspend or terminate the program at any time.

Delivery & Pick-Up. The rented Vehicle will be delivered at a permissible designated location on an available delivery date that You request, subject to availability and weather conditions. For Vehicle pick-up, You must place the Vehicle at a permissible designated location during available pick-up dates in accordance with instructions provided to You. Upon return of the Vehicle, You will also be required to return any provided equipment such as power cords and locks. You shall be responsible and fully liable for all costs associated with failure to return a Vehicle at the scheduled date and time and in the same condition it was delivered to you (ordinary wear and tear excepted), and for any failure to return all other equipment provided to you.

Damage to Vehicles. In addition to Your potential liability for damage to Vehicles in accordance with Section 1.13: You should report any damage, malfunction or other functional impairment of the Vehicle through the App. Operator will review the information you provide and may request additional information. After review, Operator may, in its discretion, offer to swap the Vehicle for another Vehicle or request return of the Vehicle, in which case it will schedule an appropriate drop-off & delivery time with You.

Charging the Vehicle. Notwithstanding Section 1.15, you are responsible for charging the Vehicle using a charging cord approved by Operator to ensure the Vehicle has adequate battery capacity for your intended use.

Do not charge the vehicle when wet. If the vehicle becomes submerged in water or there is any risk of water intrusion into the battery, do not ride or charge the vehicle – report to Operator immediately.

With regard to Personal Rentals:

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 Vehicle. By choosing to charge a Vehicle, 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 Vehicle itself, directly or indirectly related to the charging

of the Vehicle.

Fees. Fees for Personal Rentals shall be as specified in the App and are non-refundable. Fees will be charged beginning on the date the Vehicle is delivered. Fees may continue on a recurring basis until cancelled or otherwise terminated.

Maximum Rental Time. Section 2.3 of the Agreement shall not apply to Personal Rentals.

Lost or Stolen Vehicle. Section 3.2 is hereby replaced with this paragraph. A Vehicle may be deemed lost or stolen if (a) the Vehicle is not returned upon the expiration of the Personal Rentals term; or (b) Operator otherwise has reasonable basis to believe the Vehicle may be lost or stolen. If Operator deems a Vehicle lost or stolen, Operator shall have the authority to take any and all actions it deems appropriate, including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. Rider agrees to report Vehicle disappearance or theft to Operator immediately or as soon as possible.

Property Owner and Property Manager are not associated with the scooter rentals and shall not be held liable under this Agreement for any bodily harm or property damage caused to the Rider.

RIDER ACCEPTANCE OF AGREEMENT

I certify that I have read, understood, 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 Vehicle, and am reasonably competent and physically fit to ride the Vehicle.

I certify that I am the Rider, I am 18 years old or over, I will wear a helmet where required by law, I will not ride a Vehicle with another occupant, I will obey all traffic laws, I will ride at my own risk, and I have read, understood, and expressly agree to the terms and conditions set forth in this Agreement, and intend to be legally bound thereby.