

WAYBOTS USER AGREEMENT

Last Revised: March 27, 2018

Welcome to Waybots, provided by Waybots, Inc. (“**Waybots**”, “**we**”, “**our**”, or “**us**”)! The Services we provide (defined below) are made available to You (“**User**” or “**You**”) only on the condition that You agree to the terms and conditions in this User Agreement (“**Agreement**”) between You and Waybots.

PLEASE NOTE: THIS USER AGREEMENT CONTAINS RELEASES, DISCLAIMERS OF WARRANTY, ASSUMPTION OF RISK PROVISIONS, AND INDEMNITY PROVISIONS, ALL OF WHICH LIMIT YOUR LEGAL RIGHTS AND REMEDIES. PLEASE READ THESE TERMS CAREFULLY.

By accepting this Agreement or by using the Services, you acknowledge that you have read, understand, and agree to be bound by this Agreement. If you have any questions regarding this Agreement or the Services, please contact Waybots at hello@waybots.com. This Agreement incorporates by reference the Waybot Terms of Use located at www.waybots.com/terms. In the event of any conflict between the Terms of Use and this Agreement, this Agreement shall govern.

The Services

Waybots provides electric scooter rental and share services pursuant to this Agreement (the “**Services**”). You may use electric scooters provided by Waybots (“**Scooters**”) belonging to Waybots as part of the Services. Waybots is and remains the owner of the Scooter and any other vehicles, devices, accessories (such as helmets or locks) or materials made available by Waybots to you for use with the Services (“**Waybots Materials**”). You do not, by this Agreement or otherwise, acquire any ownership rights in the Waybots Materials.

Waybots provides the Services personal to You. You may not permit any other person to use the Services on Your behalf. Should you wish to permit any other person to use the Services, such person must enter into a Waybots User Agreement with Waybots. Permitting another person to use the Services on your behalf will be considered a material breach of this Agreement.

Eligibility

To be eligible to use the Services, You must:

Own or control a mobile device that is compatible with the Apps and the Scooters. You are responsible for obtaining, at your own expense, such mobile device and all other equipment and services needed to access the Services. You understand that Your wireless carrier may charge it certain fees (including those for data, text messaging, and other wireless access or communications services). Waybots does not guarantee that the Apps can be accessed through all mobile devices or service plans or in all geographic locations.

Be at least 18 years old.

Be a safe and competent electric scooter operator. You represent and warrant that you have sufficient knowledge to operate and are sufficiently physically capable of operating an electric scooter safely without any risk to the health and safety of Yourself or others. You

represent and warrant further that you will comply with all laws relevant to your use of the Services, including but not limited to laws applicable to the operation of electric scooters of the jurisdiction within which You use the Services.

Allow Waybots to track Your movements whenever the App is running on Your mobile device, to the extent permitted by law. Waybots requires information regarding Your location and the location of the Scooters in order to provide the Services. The use and collection of use information is governed by Waybots' Privacy Policy, found at www.waybots.com/privacy. Please refer to the Privacy Policy or email us at hello@waybots.com for any questions about how we use location information.

Agree to follow the Rules. Safe and responsible use of the Services requires that users follow the rules in the Rules Schedule set forth below, as may be updated from time to time. You agree to follow all rules set out in the Rules Schedule, which is expressly incorporated into this Agreement by reference.

PLEASE NOTE: ANY USE OF THE SERVICES THAT IS PROHIBITED BY THE RULES SCHEDULE OR OTHERWISE BY THIS AGREEMENT VOIDS ALL INSURANCE, ACCIDENT, OR LIABILITY COVERAGES, INCLUDING ANY CDW (WHERE PERMITTED BY LAW) AND MAKES USER RESPONSIBLE FOR ALL LOSS OR DAMAGE TO, OR CONNECTED WITH, YOUR USE OF THE SERVICES, TO THE EXTENT THAT SUCH LOSS OR DAMAGE IS CONNECTED TO SUCH PROHIBITED USE.

No Guarantee of Availability; No Responsibility for Personal Property

Waybots does not guarantee the availability or functionality of a Scooter or any Waybots Materials for use by You, whether or not reserved. Use of a Scooter or any Waybots Materials is subject to availability at a given location on a first-come, first-served basis, and due to the nature of the Service, Waybots cannot guarantee that supply of Scooters will be adequate to provide a Scooter to You at any given time.

You must inspect the Scooter and any Waybots Materials and ensure they are in good condition working order prior to your use of the Services, and You should promptly inform Waybots of any Waybots Materials found not to be in good condition or working order. You are responsible for the safe use of the Waybots Materials (including but not limited to helmets and locks).

Waybots is not responsible for any loss of, or damage to, any goods in or on the Scooter, including Your mobile device that is running the App.

Fees

The User agrees to pay to Waybots the fees set forth on Waybots' website or App.

User agrees that Waybots may charge User's selected payment method for any such payments. Waybots accepts payments through payment methods detailed on the applicable payment screen. User may be asked to provide Waybots with a credit card number from a card issuer that Waybots accepts in order to activate and/or pay for any fees related to the Services.

Waybots may seek pre-authorization of User's credit card account prior to a fee or cost becoming due to verify the credit card is valid and/or has the necessary funds or credit available to cover such fees or costs.

No Refunds

All fees relating to the User, including the User Fees and other costs and fees payable by the User are final and nonrefundable.

Disputed Charges

PLEASE NOTE: USER AGREES TO SUBMIT ANY DISPUTES REGARDING ANY CHARGE TO USER IN WRITING TO WAYBOTS WITHIN 30 DAYS OF SUCH CHARGE, OTHERWISE SUCH DISPUTE WILL BE WAIVED AND SUCH CHARGE WILL BE FINAL AND NOT SUBJECT TO CHALLENGE.

Delinquent Accounts

Any User Account which is delinquent will be suspended or terminated solely at Waybots' discretion. Any credit card which is rejected may result in suspension or termination of User's User solely at Waybots' discretion. The User must notify Waybots in the event of the credit card on record being changed, expiring, or being no longer valid and replace it with a valid credit card. Scooter may seek third party assistance with unpaid or delinquent accounts if the User does not pay outstanding charges.

ASSUMPTION OF RISK, RELEASES, DISCLAIMERS OF WARRANTY

Please read the following sections CAREFULLY.

ASSUMPTION OF RISK

You acknowledge and agree that use of the Services (including the Scooters and any other Waybots Materials) involves physical activity and potential risks that may cause risk of major or minor personal injury, death, and/or loss of or damage to property, and that some such risks may not be predictable or avoidable.

PLEASE NOTE: YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THAT YOU KNOWINGLY ASSUME SUCH RISK, INCLUDING BUT NOT LIMITED TO THE ABOVE RISKS, AND ANY OTHER RISKS EXPLAINED IN THIS AGREEMENT OR REASONABLY ASSUMED BY YOUR USE OF THE SERVICES. YOU UNDERSTAND SUCH RISKS AND ACCEPT SOLE AND FULL RESPONSIBILITY FOR SUCH RISKS.

RELEASE

PLEASE NOTE: WAYBOTS PROVIDES THE SERVICES (INCLUDING USE OF THE SCOOTERS AND ANY OTHER WAYBOTS MATERIALS) TO YOU ON THE CONDITION THAT YOU (AND ANYONE CLAIMING ON YOUR BEHALF) HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE WAYBOTS AND ITS AFFILIATES, SUCCESSORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, PARTNERS, AGENTS, AND ANYONE CLAIMING THROUGH THEM OR ON THEIR BEHALF (COLLECTIVELY, THE "**RELEASED PARTIES**") FROM ANY AND ALL CLAIMS, LIABILITIES, OBLIGATIONS, PROMISES, AGREEMENTS, DISPUTES, DEMANDS, DAMAGES, LOSSES, CAUSES OF ACTION OF ANY NATURE AND KIND, KNOWN

OR UNKNOWN, SUSPECTED OR UNSUSPECTED WHICH YOU HAVE OR EVER HAD OR MAY IN THE FUTURE HAVE AGAINST WAYBOTS OR ANY OF THE RELEASED PARTIES (“**CLAIMS**”) ARISING OUT OF OR IN ANY WAY RELATING TO ANY INJURY, ILLNESS, DEATH OR LOSS OF OR DAMAGE TO PROPERTY WHICH YOU (AND ANYONE CLAIMING ON YOUR BEHALF) MAY SUFFER AS A RESULT OF YOUR USE OF THE SERVICES.

YOU ACKNOWLEDGE THAT YOU ENTER INTO THIS RELEASE FREELY, KNOWINGLY, AND VOLUNTARILY, AND THAT YOU INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND WAIVER OF ALL CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THE SERVICES.

The parties acknowledge the language of Section 1542 of the California Civil Code (“Section 1542”), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM/HER MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR.

YOU EXPRESSLY WAIVE THE PROTECTION OF SECTION 1542. YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR INTENTION TO RELEASE ALL OF THE CLAIMS THAT YOU MAY HAVE AS DESCRIBED ABOVE, EXCEPT AS TO THOSE CLAIMS THAT CANNOT LAWFULLY BE RELEASED.

NO WARRANTIES

WAYBOTS AND THE RELEASED PARTIES DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES ARE PROVIDED “AS-IS” AND “AS AVAILABLE” AND YOU RELY ON THEM SOLELY AT YOUR OWN RISK.

WAYBOTS AND THE RELEASED PARTIES MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICES (INCLUDING THE SCOOTERS OR OTHER WAYBOTS MATERIALS) WILL BE IN GOOD REPAIR OR ERROR-FREE.

INDEMNIFICATION OF WAYBOTS BY YOU AND LIMITATION OF LIABILITY

YOU WILL DEFEND, INDEMNIFY AND HOLD HARMLESS WAYBOTS AND THE RELEASED PARTIES FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF OR IN ANY WAY RELATING TO ANY INJURY, ILLNESS, DEATH OR LOSS OF OR DAMAGE TO PROPERTY SUFFERED AS A RESULT OF YOUR USE OF THE SERVICES.

EXCEPT TO THE EXTENT THAT ANY LOSS OR DAMAGE IS DUE SOLELY TO WAYBOTS’S NEGLIGENCE, WAYBOTS IS NOT LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF THE SERVICES OR RELIANCE ON THE SERVICES, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Miscellaneous

Changes to this Agreement

Waybots reserves the right to revise this Agreement in its sole discretion at any time and shall give notice to User of such revisions. Notice will be considered given when the revised Agreement is posted to the Site or on the Apps or when sent by email to the User email address on file with Waybots. Any revisions to the Agreement are effective upon such notification. The Agreement will be identified as of the most recent date of revision. User should visit this page regularly to ensure its continued acceptance of this Agreement. User's continued use of the Services after any revision to these Terms constitutes its binding acceptance of the revised Agreement.

Notwithstanding the preceding sentences of this Section, no revisions to this Agreement will apply to any dispute between User and Waybots that arose prior to the date of such revision.

Term and Termination of the Agreement; Renewal

The Agreement shall be in force until terminated as described below or as otherwise provided in the Agreement, as applicable.

Termination by User. User may terminate this Agreement at any time without cause upon one week written notice to Waybots. In order to be effective, notice of termination must be sent to Waybots by email at hello@waybots.com.

Termination by Waybots Without Cause. Waybots may terminate this Agreement at any time without cause upon one week written notice to User.

For Cause. This Agreement shall be automatically and immediately terminated, upon written notice by Waybots to the User if the User: is not paying its debts as such debts generally become due; becomes insolvent; files, or has filed against it, a petition (or other document) under any bankruptcy law or similar law that is unresolved within sixty (60) days after the filing of such petition (or document); proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors; makes a general assignment for the benefit of creditors; if a receiver, trustee, custodian or similar agent is appointed or takes possession of any of its property or business; or is convicted of a driving-related criminal offense (e.g., such as driving under the influence of alcohol or controlled substances, hit-and-run, reckless driving).

Waybots may, at any time, without notice, immediately terminate the Agreement if the User fails to pay any sum due under the Agreement.

Waybots may, at any time, without notice, immediately terminate the Agreement if the User does not comply with any term or condition specified in the Agreement.

In case of termination, the User agrees to return immediately to Waybots any Scooter, or any other article User might have in its possession under the User. User agrees to pay any attorneys' fees, court costs or costs of other legal procedures necessary for Waybots to recover any amounts due and owing, the Scooter or any other object the User might have in its possession under this Agreement.

User shall be responsible for any fees or costs incurred up to and including the date of termination.

Penalties

In addition to all its other rights and recourses set out in the Agreement, Waybots reserves the right to impose service fees on the User, in case of non-observance by the User of any provision of this Agreement, in the manner and amounts specified in the Agreement .

Choice of Law; Venue

Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the federal laws of the United States and the laws of the State of California, USA for all claims, without regard to or application of choice of laws, rules or principles. The parties hereby consent to the exclusive jurisdiction of the state and federal courts in California, USA, for all claims and both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue. The prevailing party to such dispute shall be entitled to recover its reasonable costs incurred in prosecuting or defending against such dispute, including its reasonable attorneys' fees and experts' fees.

Notices

User must provide any notice required in accordance with this Agreement via the User Account or the following email address: hello@waybots.com. Waybots' routine communications regarding the Services and any legal notices will be sent to the User either electronically (via User Account, the User email address on record or by text message to the User's mobile device using the number provided by User), by United States mail or by courier, except that Waybots may give notice of an amendment to the Agreement by posting the notice on the Site, the User Account, or by email to the email address on record. By providing User's mobile telephone number to Waybots, User consents to receive text messages from Waybots relating to the provision of the Services. Notices are deemed received as of the time delivered. Waybots may periodically send User messages of an informational or advertising nature via email. User may choose to "opt-out" of receiving these messages by selecting the "opt-in" or "opt-out" link, as the case may be, at the foot of every such email. User acknowledges and agrees that notwithstanding User's request to opt out from such messages, Waybots may still send and User may still receive emails or text messages reasonably required for the proper conduct of the Services. If User does not wish to receive any messages from Waybots, User must terminate its User and cease using the Services.

Data Breach Notification

Notwithstanding User's determination to opt-out of receiving electronic messages or cease use of the Services, User agrees that in the event an incident occurs in which a third party obtains unauthorized access to User's personal data provided to Waybots, User agrees that should Waybots become legally obligated to provide notice of such unauthorized access Waybots may provide such notice to User electronically by using the email address or mobile telephone number provided by User.

Privacy

Use of the Services is governed by Waybots' Privacy Policy located at www.waybots.com/privacy, which policy is hereby expressly incorporated into this Agreement by reference.

Corporate User Agreement

Under this Agreement, an employee or member of a business or other legal entity has entered into a Corporate User Agreement shall be treated as a User for purposes of this Agreement. The entity and such User are jointly and severally responsible for their commitments to Waybots and for any claim or other action Waybots might take against them.

Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by User, but may be assigned by Waybots without restriction. Any assignment attempted to be made by User in violation of this Section shall be void. This Agreement will be binding upon and inure to the benefit of the parties hereto, and permitted successors and assigns. No delay or omission by Waybots to exercise any right or power occurring upon any noncompliance or default by the User with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Waybots of any of the covenants, conditions, or agreements to be performed by the User shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

Severability

If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be interpreted so as to reasonably affect the intention of the parties. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

Force Majeure

Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including, a significant failure of the Internet, fire, flood, acts of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, or civil or military authority.

Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter contained herein and the parties acknowledge that they have not relied on any promise, representation, or warranty, express or implied, that is not contained in this Agreement. Waybots is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Waybots.

If there is a conflict between the terms of the Application or a Schedule and the Agreement, the Agreement will govern.

Independent Contractors

Waybots is an independent contractor and neither party is an agent of the other and neither party has the right to bind the other on any agreement with a third party.

Headings; Captions

The headings and captions used herein are for convenience only and are not part of the Agreement.

Rules Schedule

In addition to the rules and obligations set forth in the User Agreement, Users are required to abide by the rules set forth in this Rules Schedule. By becoming a User, you are deemed to have accepted and agree to abide by the rules set forth below. Failure to abide by this Rules Schedule may result in suspension or termination of the User Agreement and your right to use the Services.

Capitalized terms used herein, shall have the same meaning as given in the User Agreement.

Who May Operate a Scooter

- Only Users in good standing may operate a Scooter. Non-Users are expressly prohibited from operating a Scooter. Subletting or re-letting of the Scooter to another person, even to another User, is expressly prohibited.
- Only persons over the age of 18 may become a User and may operate a Scooter.
- Only one person may ride a Scooter at a time.

Prohibited Uses

Scooters shall not be used as follows:

- To propel or tow any vehicle, trailer, or other object;
- To transport animals of any kind or nature, living or otherwise;
- During a race, competition or to perform tricks;
- By a User while under the influence of drugs or alcohol;
- During the commission of a crime or other illegal activity;
- In a negligent or abusive manner or for any use outside the scope of a Scooter's intended purpose (violating a traffic law, or receiving a ticket in an accident is not automatically a violation of this provision, but may be an indication that a violation of this provision has occurred);
- By anyone who has provided Waybots with false information in order to become or remain a User;
- While there is inclement weather, including heavy rain, snow, electrical storms or strong wind, which make it more dangerous to operate a Scooter; or
- While texting, emailing, using a cell phone, or otherwise using a mobile device other than to operate the Scooter that may distract from driving safely or otherwise engaging in any activity that may be prohibited by law.

The foregoing list is not intended to be exhaustive and any unreasonable or inappropriate use of a Scooter, as determined by Waybots in its sole discretion, or any violation of law will be deemed to be a violation of this Rules Schedule.

Reserving Scooters

Scooters are available to Users on a first-come-first-served basis or via reservation.

Users using a Scooter on a first-come-first-served basis will be billed for the time they use the Scooter according to the fees set forth in the App.

If a reservation is made available by Waybots, Users shall make such reservation via the Site or an App in advance of use and will be billed at the time of the reservation. Reservations can be extended via the Site or App. Users may cancel or change an existing reservation via the Site or App until fifteen minutes after the reservation was made.

Scooter Use

User must secure the Scooter in clean and in good working condition after their trip.

Prior to taking possession of a Scooter, User must inspect the Scooter for evidence of damage and disrepair. If any damage or disrepair is discovered, User must notify Waybots immediately to avoid being held responsible for such damage or disrepair. If User fails to report any evidence of damage prior to using the Scooter, User may be liable for the cost of repairing the Scooter. For User's own safety, User is prohibited from operating a Scooter if any of the following equipment is not in good working order: tires, brakes, lights.

Users are responsible for all charges and costs incurred, and any damages, related to the Scooter from the time a User activates a Scooter until the Scooter is returned and secured.

User must notify Waybots immediately in the event that the Scooter: malfunctions; is damaged; or is stolen.

User is responsible for any violations, including but not limited to traffic or moving violations incurred, including fines for late payment and any processing fees, due to User's use of a Scooter. User agrees to pay for all violations incurred. Such violations must be reported to Waybots as soon as reasonably possible, but in any event, in advance of the deadline to respond to the notice of violation. If User fails to pay for any violations incurred, and Waybots pays such violations, member agrees that Waybots may charge member's payment method on record in accordance with the Agreement.