



# WELCOME TO ZOOMO

[www.ridezoomo.com](https://www.ridezoomo.com)

## RIDER AGREEMENT

We are excited to have you ride with us. A Zoomo subscription means more than just access to a world-class electric bike. Enjoy peace of mind with preventative maintenance and online customer support, all accessible through our Rider Hub.

Whether you plan on using your Zoomo E-Bike for deliveries or commuting, to get the most out of your Zoomo experience, we ask all of our riders to adhere to the following rules.



Your rental for a Zoomo E-Bike ("Bike") and battery and any other accessories are governed by the Terms & Conditions as fully set forth in this Agreement. The following provisions are spelled out to make sure that you are comfortable with certain Terms & Conditions prior to rental. Your in-store associate will walk through each of these provisions with you. Should you have any questions regarding the following policies, or the main Terms & Conditions, please ask your in-store associate at the time of onboarding, or contact Zoomo through your MyZoomo App.

## PLAN OVERVIEW

### PLAN AGREEMENT

- You are required to read, agree to and understand the Terms & Conditions for your rental.
- You are required to read, agree to and understand the specific plan and payment schedule that you select.
- An early termination fee will apply to certain plans (see below)

Plan	Commitment Term	Early Termination Fee	Servicing Inclusions
<b>Flex</b>	2 weeks	Fees payable for use of Bike up until date of termination + 50% of remaining fees owing under relevant plan	Wear and Tear Only

Plan	Payment Term	Deposit	Starter Fee	Price excl tax (USD)
<b>Flex</b>	Weekly	\$150	\$49	\$59

## RIDER RESPONSIBILITIES

### ACCOUNT

- Over the course of your rental, you are the only one authorized to ride the bike. Failure to adhere to this policy will result in termination of your subscription, and return of the bike.
- Zoomo retains the right to cancel your rental at any time for any violation of this Agreement, your contract, or the Terms & Conditions.
- If any of your contact information changes over the course of your rental, you are required to notify us immediately. You agree that Zoomo may contact you from time to time with important updates and promotional / advertising materials.
- Your primary method of contacting Zoomo will be through the MyZoomo App.
- Our subscriptions are billed weekly or monthly, depending on the plan you choose.



## SAFETY

- Always properly wear a helmet while riding. Zoomo advises that you wear a helmet whenever you're riding your bike, regardless of local laws.
- Always obey all traffic laws, including stopping at stop signs and red lights.
- Never ride against the flow of traffic.
- Make yourself visible: Consider wearing bright cycling clothes. Always use equipped lights between sundown and sunrise.
- Understand and follow the guidelines regarding battery care, use, operation and charging, and never use or charge a damaged or non-functional battery.

## MAINTENANCE AND REPAIR

- You are required to bring the bike in for maintenance. If you are unwilling to do so, you will be responsible for all repair costs. In extreme cases where basic maintenance is neglected, Zoomo has the right to repossess the bike.
- In order to obtain service, maintenance or repairs, you **must make an appointment** through the MyZoomo App.
- We require a tune-up every 6 weeks, during which we will conduct a multi-point inspection, and ensure that the bike is in excellent shape. Any other damage or necessary repairs are the rider's responsibility.
  - ◆ It is your obligation to ensure that you complete the required maintenance.
  - ◆ Failure to follow a six-week maintenance schedule may result in poorer performance or safety issues as a result of improper maintenance.
  - ◆ Zoomo reserves the right to cap or lower the speed settings on your bike should you fail to adhere to the maintenance requirements, or if Zoomo believes there may be a safety issue with your bike.
- Zoomo, at no cost to you, will perform maintenance and repair for any general wear and tear items.
- You are responsible for the cost of any damage outside of general wear and tear for **both the bike and the battery**. For clarity, please refer to the repair/replacement cost list which can be found via the QR code below.
- If a repair is estimated to take longer than 24 hours during working days, it will be determined if a replacement bike is needed on a case by case basis. A replacement bike will become your new vehicle and can not be voluntarily swapped for any other vehicle. Minor repairs may be handled on site after an initial assessment.
- Once a repair is complete, you have 72 hours to retrieve the bike. After that, **Zoomo may terminate my contract** and rent the bike out to another customer.
- You will follow a code of conduct while in any Zoomo space that contributes to a safe, respectful, solution-oriented atmosphere. Zoomo reserves the right to refuse service or in extreme circumstances, cancel this contract, at its discretion, with any customer that acts inappropriately (this includes hostile, threatening or disrespectful behavior toward Zoomo staff, customers or partners).
- Current repair/replacement costs can be found below via the QR code below. We will provide you with an exact total cost for any repair we complete before charging you. The repair/replacement costs may be subject to change at any time, along with what parts are included or excluded from general wear and tear classification.

Scan to learn more



## THEFT PREVENTION AND POLICIES

Your plan may include Theft Coverage. Under this coverage, if your bike is stolen, through no fault of your own, you will not have to pay the entire cost of the bike, only a portion. Please ask your associate if this plan applies to your bike.

### THEFT PREVENTION AND LOCKING

E-bikes are common targets for thieves, and it is your responsibility to take every precaution to avoid having your bike stolen. You are required to do the following:

- Be mindful of your surroundings. Never leave the bike unattended in an area that could be potentially unsafe.
- Lock the U-Lock to the bike frame (never just the wheel or seatpost), and to a secure rack or pole.
- Lock the bike whenever you step away from it, whether for 5 seconds or 5 hours. You never know who is watching. Our staff will advise you on the best placement of the lock.
- NEVER leave the bike outside overnight, even if it is locked.
- If any of these steps are not properly followed, your theft coverage will be invalidated and you may be responsible for the full cost of the bicycle.

### TERMS OF COVERAGE

If you have opted in or your plan includes Theft Coverage, you must adhere to the above and the following:

- The theft must be reported to Zoomo within 24 hours. We will email you a form that we require you to fill out.
- The theft must be reported to the police within 72 hours. We will require a police report to be submitted to your local Zoomo store.
- All keys, batteries and accessories must be returned. You will be charged separately for unreturned accessories.
- You must be current with your payments.

Theft Liability Matrix			
Bike Returned	Battery Returned	Customer liability (excl. taxes)	
		With theft cover	Without theft cover
x	x	\$500	\$1,500
x	✓	\$250	\$1,250

### ADDITIONAL THEFT INFORMATION

- If a member of the Zoomo team recovers your stolen bike on your behalf, you will be liable for a \$250 recovery fee on top of the liability you already owe, payable immediately upon recovery.
- You are responsible for returning all batteries (including spares if received). Theft cover only protects your first battery and does not protect additional spare batteries. **A lost or stolen spare battery will result in a \$500 liability charge regardless of theft coverage.**
- In the event that your bike is stolen and you offboard, your initial security deposit will be used towards any theft-related charges (e.g. damages, recovery fee, replacement cost). If you seek a replacement rental, Zoomo requires an additional security deposit of \$150 to begin a new contract.



## NON-PAYMENT

We understand financial situations change, and want to make renting with us easy. However, keep in mind that failure to make a payment on a Zoomo electric bike in your possession for more than **3 days** will result in the property being considered stolen and legal action may be taken. Additionally, there will be a 5% fee for all payments that are late by 3 days or more.

- Stealing an e-Bike is considered a crime.
- If you find yourself unable to continue making payments, please make immediate arrangements to return the bike to the workshop. Failure to do so will result in the bike being reported stolen and your information being forwarded to the police.
- If you fail to adhere to the rules, a dedicated team member(s) may be making contact with you via the address you have provided on file and may repossess the bike.

If you find yourself temporarily unable to pay, please communicate with our Zoomo Customer Service team and we will do our best to accommodate your request.

## GPS LOCATION TRACKING

**YOUR BIKE MAY CONTAIN LOCATION TRACKING TECHNOLOGY. BY RENTING YOUR BIKE, YOU CONSENT TO SHARE LOCATION DATA WITH ZOOMO. YOU MAY REVOKE THIS CONSENT VIA A WRITTEN REQUEST TO ZOOMO AND SWAPPING THE BIKE FOR ONE THAT IS NOT GPS-ENABLED, IF AVAILABLE. ZOOMO AGREES NOT TO SHARE YOUR LOCATION DATA WITH ANY THIRD PARTY WITHOUT YOUR CONSENT OR WITHOUT REMOVING YOUR IDENTITY. YOUR PERSONAL DATA AND ZOOMO'S COLLECTION, USE, STORAGE, AND TRANSFER THEREOF WILL AT ALL TIMES BE GOVERNED BY THE ZOOMO PRIVACY POLICY.**

For further information regarding the privacy policy and your rights please visit <https://www.ridezoomo.com/policies/privacy>.

## THIRD PARTY CREDIT CARD AUTHORIZATION

By signing this agreement you authorize this business to keep a credit card on file for any future transactions until you request a cancellation.

You understand that this authorisation will remain in effect until I request that it be terminated. I acknowledge that I am responsible for making this request to the Business in writing.



# ZOOMO RENTAL AGREEMENT – TERMS AND CONDITIONS

Last Updated: March 2024

These terms and conditions constitute a legally binding agreement (the "Agreement") between Zoomo USA Inc. (DE 6789850) of 252 W. 38th Street, New York, New York 10018 ("Zoomo", "we", "us", "our") and the person renting an e-bike ("Bike") from us, as named in the Zoomo app profile filled in at the time of rental (referred to in this Agreement as the "Renter", "you", and "your"). You and Zoomo are collectively referred to as "the parties."

This Agreement is a lease agreement, under which we will rent you a Bike, in exchange for payment from you. The terms of the Agreement which govern our relationship are set out below. Please ensure that you have read these terms before you agree to them. Under applicable law and regulation, you are entitled to review this Agreement for up to forty-eight (48) hours prior to signing. You will be given a fully completed copy of the signed Agreement upon execution.

Defined terms used in this Agreement are set out in clause 35 or defined elsewhere in the Agreement.

## 1. Term of this Agreement

The Start Date of this Agreement is the date on which you take possession of your Bike from a Zoomo shop or partner shop and pay the Deposit in accordance with clause 3 below.

The Term of this Agreement will end on the End Date of this Agreement. The End Date of this Agreement will be the earlier of (a) the date set out in your Order Confirmation; and (b) one year from the Start Date, unless otherwise terminated earlier in accordance with clause 11 or 12 of this Agreement, in which case Zoomo will communicate an Expiry Date to you in accordance with clause 13.

You and Zoomo have the right to terminate this Agreement before the end of the Term – see clauses 11 and 12.

## 2. Rental of Zoomo's Bike

You have agreed to rent from us a bike with the serial number set out in your Order Confirmation (the "Bike").

As Renter, you have no obligation to purchase the Bike from Zoomo.

## 3. Fees

You agree to pay Zoomo the following:

- (a) Weekly or Monthly Fees for the rental of the Bike for the relevant plan selected through our Zoomo website or app as set out at clause 4 below;
- (b) any add-ons selected through the Zoomo website or app;

- (c) the Deposit as set out in clause 5 below, and

- (d) any late fees and/or administrative fees incurred in accordance with this Agreement, including but not limited to and break or exit fees; (each a "Fee").

## 4. Weekly or Monthly Fees

Weekly or Monthly Fees are payable in advance. Some plans may have a weekly fee component, while others may provide for monthly fee payments.

You are required to select the appropriate Zoomo rental plan through the Zoomo website or app, prior to taking possession of the Bike.

Details about the relevant plans offered by Zoomo for payment of the Monthly or Weekly Fees are set out in the Zoomo website or app and may be updated from time to time. You can find out more about the relevant plans at <https://www.ridezoo.com/us/plans>.

The relevant plan must be selected by you upon checkout or in any applicable order form or within the Zoomo app. Your selected plan will be set forth in the Order Confirmation. Zoomo reserves the right to change plan pricing at the end of the term, or upon renewal of your contract.

## 5. Security Deposit

We may require you to provide a security deposit (the "Deposit") for non-Ride To Own ("RTO") plans.

The Deposit is payable by you on taking possession of the Bike and will be retained by Zoomo as security for the Bike and any other related items that will be in your



possession for the duration of the rental.

In the event of loss or damage to the Bike or Lock for which you are liable, Zoomo will (on giving notice to you), apply the Deposit (or part thereof) to the cost of necessary repairs or replacement.

Please refer to our website (<https://www.ridezoomo.com/us/plans>) or visit your closest store for our current pricing. All Plans set forth on our website are incorporated into and made a part of this Agreement by reference.

In the event of outstanding rental or repair fees or other obligations owing to Zoomo under this Agreement, Zoomo will (on giving notice to you), apply the Deposit (or part thereof) to the satisfaction of the same.

In the absence of damage, loss, outstanding fees or other obligations owing to Zoomo, the Deposit will be refunded to you in full within 10 Business Days of the Expiry Date of this Agreement.

Notwithstanding the foregoing, Zoomo is not obliged to hold the Deposit in trust for you, and you agree that Zoomo is free to treat the Deposit as its own monies and you have no proprietary right to the Deposit. Zoomo will not hold the Deposit in a separate account.

#### **6. Payment Terms**

You authorise Zoomo to debit your nominated debit or credit card with the amount of the Weekly or Monthly Fees and any other Fee incurred as and when they fall due.

You must pay all sums that you owe to Zoomo under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

#### **7. Acknowledgment**

You acknowledge that:

(a) you have read and understood this Agreement, the Zoomo Privacy Policy (<https://www.ridezoomo.com/privacy>) (the "Privacy Policy"), and participated in any onboarding offered by Zoomo at the time of entering into this Agreement and agree to comply with all obligations under the same;

(b) If you intend to use the Bike to make deliveries for a delivery company, you authorise us to share your details with the delivery companies you work for to confirm that you have an active account on their platform. Your personal data will at all times be governed by the Zoomo Privacy Policy, which is incorporated into and made a part of this Agreement by this reference;

(c) you have been advised that a properly fitted helmet must be used at all times when using the Bike; and

(d) you have been advised by Zoomo that it is recommended you obtain and maintain appropriate liability insurance coverage for loss or damage caused to persons or property in connection with your use of the Bike.

#### **8. Upon Receipt of the Bike**

Where the Bike is protected by packaging material, such material shall be disposed of by you at your cost, unless otherwise required by Zoomo.

#### **9. Legal Title**

Zoomo, or its parents, subsidiaries, or affiliates, shall at all times retain title and ownership of the Bike and you shall not allow anything to occur which might adversely affect Zoomo's right, title or interest in the Bike unless and until you have purchased the Bike and taken legal title thereto. The Bike is and at all times shall remain separately identifiable personal property. Zoomo shall have a continuing security interest in the Bike pursuant to the Uniform Commercial Code ("UCC"). The Bike may be covered by a UCC financing statement and you hereby authorize Zoomo, its agents, attorneys, assigns, and/or representatives to file such UCC financing statements. You agree that Zoomo may take such steps as may be available to Zoomo under applicable law including, without limitation, filing UCC financing statements, amendments, continuations, and/or terminations in any and all appropriate filing offices and jurisdictions listing Zoomo as the secured party and/or you as the debtor; delivering authenticated notices to the holders of any conflicting security interests in the Bike that states that Zoomo is the owner and record title holder of the



Bike; and seek agreement of any of your secured lenders to waive or subordinate any interests that the lenders may claim in the Bike. You agree that:

- (a) you must not (i) create or allow to be created over the Bike any lien, charge, encumbrance, security interest or other adverse claim in the Bike; (ii) lend, lease or sell or otherwise transfer possession of the Bike to another person; or (iii) store or maintain the Bike with any personal property in such manner or under such circumstances that such Bike might be or become an accession to or confused with such other personal property;
- (b) you must not do anything that may cause any insurance of the Bike that Zoomo has to become void or voidable;
- (c) you must ensure the Bike is clearly identifiable as belonging to Zoomo and not remove any identifying mark on the Bike;
- (d) you must ensure the Bike remains within the State where you rented such Bike (unless otherwise agreed by Zoomo in writing); and
- (e) you will deliver to Zoomo such financing statements (UCC-1s) and all other documents as Zoomo may reasonably request to perfect its interest as owner of the Bike in accordance with the provisions of the UCC.
- (f) you must inform Zoomo immediately if you become or are reasonably likely to become subject to any of the events or circumstances set out in clause 12.

Upon your purchase of the Bike, Zoomo shall prepare and file all necessary documents (UCC-3s or their equivalent) to terminate Zoomo's security interest in the Bike.

#### 10. Risk

While title and legal ownership in the Bike remains at all times with Zoomo until the Bike is purchased by you, risk in the Bike transfers and remains with you from the Start Date and until the Expiry Date of this Agreement or until Zoomo confirms otherwise in writing to you, whichever is the earlier.

#### 11. Termination by Either Party

Either party may terminate this Agreement by giving the other party seven (7) Business Days' notice in writing, except where this date would be on a date later than the End Date of this Agreement. Failure to provide this notice will result in a cancellation fee of \$30. Except as provided for in clause 12, neither party may terminate the Agreement within seven Business Days of the End Date of this Agreement. In addition, you may terminate this Agreement without penalty at any time prior to taking possession of the Bike.

Notwithstanding the foregoing, if you terminate your rental plan with Zoomo prior to the Expiry Date, you will be responsible for payment for all fees up until the date of termination plus fifty (50) percent of all such remaining fees pursuant to your rental plan. This provision does not apply to RTO plans.

#### 12. Termination by Zoomo

Zoomo may terminate this Agreement immediately by giving you notice in writing in the following circumstances:

- (a) a Fee remains outstanding for more than seven (7) Business Days from the date on which it falls due;
- (b) you are in breach of any provision of this Agreement;
- (c) you become bankrupt or insolvent or any filing or application is made against you to assign you into bankruptcy or appoint a trustee-in-bankruptcy, receiver or similar person in respect of a material part of your property;
- (d) you make any proposal to your creditors under applicable bankruptcy laws and regulations, or file of a notice of intention to make such proposal;
- (e) if you are corporation, partnership or other entity and there is a change of control in respect of you; or
- (f) if you are a natural person, you cease to be of





full legal capacity or otherwise become incapable of managing your own affairs for any reason.

If Zoomo terminates this Agreement in accordance with this clause 12, you must immediately return the Bike to Zoomo in accordance with the instructions given in the notice.

### 13. Return of the Bike

On termination of this Agreement by Zoomo under clauses 11 or 12, Zoomo will set out an Expiry Date in the notice of termination provided to you.

If you terminate this Agreement under clause 11, Zoomo will set out an Expiry Date in our acknowledgement of your termination notice.

On or before the Expiry Date, you must return the Bike:

- (a) to a designated Zoomo location, on or before the Expiry Date, during operating hours; and
- (b) in the same condition as it was upon taking possession, save that any ordinary wear and tear;

The Bike will be deemed returned to the possession of Zoomo when Zoomo or their authorised representative acknowledges receipt of the Bike in writing.

Weekly or Monthly Fees will continue to apply for each week between the date of notification of termination and the Expiry Date, including the week of the Expiry Date or, if you fail to return the Bike as set out above or as otherwise instructed by Zoomo, the date that the Bike is returned to Zoomo.

If you do not return the Bike on the Expiry Date (unless the designated Zoomo location is closed that day) then:

- (a) you must pay Zoomo Weekly or Monthly Fees for each week or month between the Expiry Date and the date the Bike is returned, including the week of the Expiry Date;
- (b) after written notice to you and if the location of the Bike is unknown, Zoomo may report the Bike as stolen to the police; and
- (c) you must compensate Zoomo for any reasonable costs incurred in recovering the Bike.

Any payments made by you during the Rental Period are not subject to refund, and will not be returned to

you, including the security deposit, if permitted by applicable law.

### 14. Late, Missed or Overdue Payments

If any Fee is not made for any reason (for example, if there are insufficient funds available in the nominated account), you will incur an administrative fee of 5% of the outstanding balance. The administrative fee applies for every missed payment where an attempt is made to process a payment and it is returned by the relevant financial institution.

Zoomo, without prejudice to its other rights, reserves the right to charge interest on the amount due and unpaid at the rate of 15% per annum as at that date on all amounts outstanding or the highest rate permitted under applicable law, whichever is lower. Interest shall accrue and compound on a daily basis on all unpaid sums and will apply from the due date for payment until actual payment is received by Zoomo in full (whether before or after judgment).

### 16. Repossession

If you fail to return the Bike in accordance with clause 13, Zoomo may, at its option (which shall be exercised in our sole discretion), in addition to the other remedies set out in this Agreement, may (i) repossess the Bike and, for the purpose thereof, enter upon the premises or property where the Bike is located without notice or court order; (ii) seek damages for the replacement cost of the Bike and any other damages suffered by Zoomo as result of your failure to return the Bike, or (iii) exercise any rights and remedies available under applicable law.

Rights and remedies of Zoomo under this Agreement are cumulative and Zoomo shall be entitled to pursue any one or more right or remedy under this Agreement and pursuit thereof shall not exclude Zoomo from pursuing any other right or remedy available. You shall indemnify and hold harmless Zoomo in respect of all costs and expenses (including legal fees and disbursements on a full indemnity basis) incurred by Zoomo in exercising any rights or remedies under this Agreement or evaluating the use of any such rights or remedies.

### 17. Location Sharing

YOUR BIKE MAY CONTAIN LOCATION TRACKING



TECHNOLOGY. BY RENTING YOUR BIKE, YOU CONSENT TO SHARE LOCATION DATA WITH ZOOMO. YOU MAY REVOKE THIS CONSENT VIA A WRITTEN REQUEST TO ZOOMO AND SWAPPING THE BIKE FOR ONE THAT IS NOT GPS-ENABLED, IF AVAILABLE. ZOOMO AGREES NOT TO SHARE YOUR LOCATION DATA WITH ANY THIRD PARTY WITHOUT YOUR CONSENT OR WITHOUT REMOVING YOUR IDENTITY. YOUR PERSONAL DATA AND ZOOMO'S COLLECTION, USE, STORAGE, AND TRANSFER THEREOF WILL AT ALL TIMES BE GOVERNED BY THE ZOOMO PRIVACY POLICY.

#### **18. Authorized Use**

Zoomo authorizes you to use the Bike during the Term for Authorized Business Use and/or Authorized Personal Use (each, an "Authorized Use"), provided that such use must not involve Unauthorized Use.

"Authorized Business Use" includes commercial delivery services, such as document or food delivery, in accordance with local traffic and parking laws, by-laws, rules and legislation.

"Authorized Personal Use" includes operation of the Bike on roads in accordance with local traffic and parking laws, by-laws, rules and legislation.

"Unauthorized Use" includes (but is not limited to) any business or personal use involving:

- (a) the operation of the Bike by any person other than you unless verbal confirmation is provided by the other party;
- (b) the carriage of any person in addition to you;
- (c) the towing of another person, vehicle or other object;
- (d) the operation, use or involvement in any way of the Bike in violation of any laws or for an illegal purpose;
- (e) any race or competition; and
- (f) the operation of the Bike outside of reasonable and safe parameters and in any negligent manner.

#### **19. Zoomo Warranty**

Zoomo represents that, to the best of its knowledge

and belief, the Bike is supplied to you at the commencement of the Term:

- (a) in a reasonably fit condition for Authorized Personal Use or Authorized Business Use; and
- (b) in accordance with the manufacturer's standards.

APART FROM THIS AND ANY OTHER REPRESENTATION, WARRANTY OR GUARANTEE SET OUT IN THIS AGREEMENT, THE BIKE IS PROVIDED "AS IS" AND "AS AVAILABLE," AND NEITHER ZOOMO NOR ITS SUPPLIERS OR AFFILIATES MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SAME OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, AND ZOOMO HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ANY WARRANTIES RELATED TO THE QUALITY, CONDITION OR DESIGN OF THE BIKE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. YOU ACKNOWLEDGE THAT YOU ARE NOT RELYING ON ZOOMO'S SKILL OR JUDGMENT OR ANY OTHER REPRESENTATION BY ZOOMO IN YOUR DECISION TO RENT A BIKE EXCEPT AS SPECIFICALLY SET FORTH ABOVE. TO THE EXTENT THAT ZOOMO MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

#### **20. Limitation of Liability**

Unless required otherwise by applicable consumer protection laws, Zoomo's liability under this Agreement will be limited to resupplying the goods or services again or the cost of replacing the goods or having the services supplied again.

IN NO EVENT WILL ZOOMO BE LIABLE TO YOU, YOUR AFFILIATES, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES



OR PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER ZOOMO WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. FURTHER, ZOOMO'S AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID BY YOU HEREUNDER. NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THIS AGREEMENT MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED.

Notwithstanding the foregoing, nothing in this Agreement is intended to exclude our liability for fraud, negligence of wilful misconduct of us, our employees, agents or contractors.

Zoomo shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it promptly notifies the Renter of the Force Majeure event and its expected duration and uses reasonable endeavours to minimise the effects of that event.

#### **21. Your Warranties**

You represent and warrant that you:

- (a) have been advised by Zoomo that it is recommended you obtain and maintain appropriate liability insurance coverage for loss or damage caused to persons or property in connection with your use of the Bike;
- (b) will only use the Bike for an Authorised Use;
- (c) will not use or permit the Bike to be used for any Unauthorised Use; and
- (d) will, at all times during the Term while the Bike is not in use, lock the Bike using the supplied Lock in accordance with all reasonable directions of Zoomo, including as set out in the Safety, Security and Maintenance Guide, as amended from time to time;
- (e) will not repair or alter the Bike except in accordance with this Agreement or as authorized by Zoomo in writing; and
- (f) have had an opportunity to inspect, and advise Zoomo of any issues or defects with the Bike prior to

the Start Date and the Bike did not have any damage or material faults. If within three (3) days after the Start Date, Customer does not inform Zoomo of any issues or defects, it shall be presumed that any issue with the Bike was damage caused or incurred by the Customer.

#### **22. Indemnification**

You will indemnify, defend, and hold harmless Zoomo and our affiliates, directors, officers, employees, shareholders and other representatives or agents from and against any and all liabilities, losses, damages, penalties, fines, costs, and expenses (including reasonable legal costs) incurred in connection with any third-party claim, action, or proceeding arising in connection with (i) your breach of this Agreement; (ii) any of the liabilities set forth in clause 23 below, (iii) your violation of applicable law, rule, or regulation, or (iv) your negligence or wilful misconduct, including, without limitation, your failure to wear a helmet while using the Bike or to lock the Bike, using the Lock provided, when not in use.

#### **23. Responsibility for and costs incurred as a result of loss and damage including theft**

You hereby acknowledge that you are liable, both directly and in respect of third-party claims pursuant to clause 22 above, for:

- (a) the loss of, and all damage to, the Bike during the Term of this Agreement, including as a result of theft of the Bike; and
- (b) all damage to any person or the property of any person:
  - (i) which is caused or contributed to by you or any person you allow to drive the Bike, including flat tires; or
  - (ii) which arises from the use of the Bike by you or any person you allow to drive the Bike.

If the Bike and/or Battery is lost or stolen, you will be liable to pay Zoomo up to \$2,250, including \$1,250 for the bike, \$250 for the battery, and \$750 for a spare battery (being the replacement value of the Bike ("Loss



or Theft Costs"). Such amounts payable are fair and reasonable and constitute a genuine pre-estimate of the losses suffered by Zoomo in the event of the loss or theft of the Bike. You agree to pay such an amount immediately on demand by Zoomo.

In the event of theft of the Bike, you agree to:

- (a) create a police report and provide details to Zoomo as soon as reasonably practicable after the Bike has been stolen;
- (b) complete our theft form (available from our website) as soon as reasonably practicable after the Bike has been stolen;
- (c) return all the accessories (battery, charger, Lock, keys, etc) which have not been stolen and are in your possession to the nearest Zoomo location as soon as reasonably practicable after the Bike has been stolen;
- (d) provide such reasonable evidence that you locked the Bike correctly, using the Lock provided, by speaking with our Zoomo staff at the nearest Zoomo location.

In the event of loss or damage to the Bike or other loss or damage arising in connection with the use of the Bike other than as a result of theft of the Bike, you must:

- (a) promptly report the incident in writing to Zoomo and provide Zoomo with details of the incident including:
  - (i) an accurate description of the incident e.g. state lost or damaged and the location;
  - (ii) name, address and license number, of any other person involved;
  - (iii) registration of any other vehicles involved;
  - (iv) names and station of any police officers involved; and
  - (v) any other information reasonably requested by Zoomo; and
- (b) return all parts of the Bike which have not been lost or damaged (battery, charger, Lock, keys, etc) to the nearest Zoomo location.

You accept that GPS device services are necessary in order to protect our bikes against theft and enhance recovery. Zoomo may request you to attend your nearest Zoomo location for a GPS device service. Any location data and your personal data will at all times be governed by the Zoomo Privacy Policy.

#### **24. Reduction of Loss or Theft Costs**

On entering into this Agreement, you may have the opportunity to limit your liability for the payment of Loss or Theft Costs by way of entering into a Loss or Theft Plan (separate terms and conditions will apply).

Under a Loss or Theft Plan, your liability for payment of Loss or Theft Costs will be limited in accordance with the plan you have chosen, as long as you are not otherwise in breach of this Agreement and providing you are no more than 1 week in arrears with payment of Weekly or Monthly Fees.

#### **25. Maintenance, Security and Safety**

You hereby agree to comply with the following for the Term:

- (c) maintain the Bike to the same standard in which the Bike is supplied to you in (including by complying with all additional servicing or repairs recommended by Zoomo at any service);
- (d) complete the safety and maintenance checks outlined in the Zoomo guidance;
- (e) keep the Bike locked to an immovable object (e.g. post or railing) using the Lock provided by Zoomo when it is unattended;
- (f) comply with all applicable laws with respect to operation and storage of the Bike (including parking and traffic laws);
- (g) attend at a nominated Zoomo location with the Bike for the Bike to be serviced every 6 weeks;
- (h) attend at a nominated Zoomo location with the Bike as directed by Zoomo for a service within 7 days of being requested to by Zoomo;
- (i) refrain from servicing or causing the Bike to be serviced otherwise than at a designated Zoomo location.



Regular servicing as set out above is necessary for Zoomo to ensure the continued safety of the Bike. It is critical to your ongoing use of the Bike that you attend scheduled services as set out above.

Standard services are provided at no cost to you during the Term, however if Zoomo or their representative identifies any damage requiring repair (apart from ordinary wear and tear), including (but not limited to) a damaged battery, flat or punctured tire, lost keys to Locks or other accidental damage, you will be responsible to pay for such repairs, unless the cost of these repairs is covered by your Plan. Refer to Zoomo's website (<https://www.ridezoomo.com/us/plans>) for current scope of the standard services provided by Zoomo and pricing which may be updated by Zoomo from time to time. Any changes made will feature on <https://www.ridezoomo.com/us/plans>, and it is your responsibility to check it regularly, so you are always aware of the latest services and pricing.

Zoomo is committed to organising additional services if we become aware of any potential issues or faults with the Bike. Accordingly, it is critical to your ongoing use of the Bike that you attend unscheduled services as directed by Zoomo.

## 26. Notice

When a notice must be provided in writing by Zoomo to you or you to Zoomo, it may be provided by letter, email, SMS or via our app.

We may send notices to you at your last known home or email address, telephone number or other contact details.

You must send notices by email to our customer service team at [hello@ridezoomo.com](mailto:hello@ridezoomo.com) or contact Zoomo by accessing the website ([www.ridezoomo.com](http://www.ridezoomo.com)).

Unless specifically stated otherwise in this Agreement, any notice given by Zoomo to you or you to Zoomo will be deemed given and received if:

- (a) delivered by hand to the recipient's last known home or work address, at the time of delivery;
- (b) sent by first class post on a Business Day, the

next Business Day or second Business Day after posting if not sent on a Business Day;

(c) sent by email or via the app on a Business Day before 4pm, one hour after sending; and

(d) sent by email at any other time, 9:00 am on the next Business Day.

## 27. Dispute Resolution

To the extent permitted by law, if a complaint, dispute or claim relating to this Agreement, its subject matter or formation (including non-contractual disputes or claims) (a "Dispute") then, except as specifically stated otherwise in this Agreement, the parties shall follow the procedure set out in this clause 27.

If either party wishes to raise a Dispute, then they must notify the other party in writing as soon as possible. The notification should include details of the Dispute, the outcome the party desires, and any actions that they believe will settle the Dispute.

Once notification of a Dispute has been received, the parties shall attempt to resolve the Dispute in good faith.

If the parties are, for any reason, unable to resolve the Dispute within 20 Business Days of the receipt of the notice, then the Dispute shall be referred to a formal mediation process. The parties must agree on the selection of a mediator or, where agreement cannot be reached, refer the Dispute for mediation to a mediator appointed by JAMS. All applicable JAMS' rules and procedures are available at the JAMS website [www.jamsadr.com](http://www.jamsadr.com).

No party may commence any proceedings in relation to the whole or part of the Dispute (except where they seek urgent interlocutory relief) until it has attempted to settle the Dispute by mediation and either:

- (a) the mediation has terminated; or
- (b) the other party has failed to participate in the mediation having had reasonable opportunity to do so.

All communications made by the parties arising out of this dispute resolution clause are confidential and to the maximum extent possible, must be treated as "without prejudice" negotiations for the purpose of



applicable laws of evidence.

If the parties are unable to resolve the Dispute through mediation, the Dispute may be referred to arbitration in accordance with clause 32, where permitted.

Notwithstanding the above, Zoomo shall not be required to engage in mediation prior to collecting any outstanding rental or repair fees owing by you, repossessing the Bike or enforcing any other rights or remedies in respect of its security interest in the Bike.

This clause 27 survives termination of this Agreement.

#### **28. Assignment**

You shall not assign your rights and obligations under this Agreement to another person, except with Zoomo's written approval (which will not be unreasonably withheld). Such approval may be subject to the provision of additional information and conditions, additional deposits and fees related to the assignment, as may be required by Zoomo. Zoomo's decision on assignment will be final. In the event of an assignment, you must pay all charges up and including the effective date of assignment.

#### **29. Relationship of Parties**

This is a contract for supply of goods and services and is not intended to create any other relationship between the parties.

#### **30. Changes to terms**

Zoomo may, from time to time, update, modify or supplement (each a "Change") any of the terms or conditions of this Agreement by providing you a minimum of thirty (30) days prior written notice of the Change in accordance with applicable law. If you do not agree with the Change, you will be entitled to terminate this Agreement.

#### **31. Severability**

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid and effective under applicable law, but if any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, (a) such provision shall be deemed to be automatically amended to the extent necessary to comply with applicable law and

permit enforcement, and (b) such finding shall not affect the binding effect of the other provisions of this Agreement.

#### **32. Entire Agreement; Waivers**

This Agreement comprises the entire agreement between the parties and shall supersede and replace any and all prior agreements, correspondence and documentation between the parties relating to the renting of the Bike. There is no representation, warranty or collateral agreement relating to the renting of the Bike except as expressly set forth herein, and there are no other implied terms. No failure or delay by either party in exercising any right or remedy under this Agreement will operate, or be deemed to operate, as a waiver of any such right or remedy.

#### **33. Governing Law**

This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of laws rules.

#### **34. Arbitration**

To the extent permissible by law, the parties irrevocably agree that any dispute shall be referred to arbitration governed by the Federal Arbitration Act ("FAA"). A party may commence arbitration following the mediation procedure set forth in clause 27 by delivering notice to the other party of written notice a written notice of arbitration, which shall include a concise description of the dispute submitted for arbitration, the facts supporting the party's position, and the relief sought. Any election to arbitrate, at any time, shall be final and binding on the other party. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. All applicable JAMS' rules and



procedures are available at the JAMS website [www.jamsadr.com](http://www.jamsadr.com). Each party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the State of New York. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. Notwithstanding the foregoing, nothing in this Agreement will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests. Notwithstanding the above, if Zoomo is required to repossess the Bike or enforce any rights and remedies in respect of the security interest in the Bike, it may commence proceedings against you in the courts in the State where you are a resident as may be required in connection with repossessing the Bike or enforcing such rights and remedies.

### 35. Definitions

*Authorized Business Use* has the meaning given to it in clause 18.

*Authorized Personal Use* has the meaning given to it in clause 18.

*Bike* has the meaning given to it in clause 2.

*Business Day* means a weekday on which banks are open for business in New York, New York.

*End Date* means the date on which you are required to return possession of the Bike to Zoomo, should this Agreement continue for its full Term.

*Expiry Date* means the day on which this Agreement

between you and Zoomo ends, either when the Term of this Agreement expires (the End Date) or if terminated earlier under clauses 11 or 12, the date notified to you by Zoomo under clause 13.

*Force Majeure* means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement. Inability to pay and any consequences related to Covid-19 or any pandemic or epidemic and any government restrictions to which a party is subject is not Force Majeure.

*Lock* means the bicycle lock provided to you by Zoomo for the purposes of securing the Bike when leaving it unattended.

*Order Confirmation* means the order confirmation that you receive from us after placing your order for a Bike. Your Order Confirmation is incorporated into and made a part of this Agreement by this reference.

*Safety, Security and Maintenance Guide* means the Zoomo's Safety, Security and Maintenance Guide that will be given to you on your initial collection of the Bike from Zoomo. The Safety, Security and Maintenance Guide may be amended by Zoomo from time to time, and is hereby incorporated into and made a part of this Agreement by reference.

*Start Date* has the meaning given to it in clause 1.

*Term* means: the period between the Start Date and the Expiry Date of this Agreement, which shall not exceed four months.

*Unauthorized Use* has the meaning given to it in clause 18.

*Weekly or Monthly Fees* means the weekly or monthly rental fees payable by you to Zoomo that are agreed upon in your contract.

### 36. Interpretation

In this Agreement the following rules of interpretation apply, unless the contrary intention appears or context otherwise requires:

(a) Headings and subheadings are for convenience only and do not affect the interpretation of this Agreement.



(b) References to clauses, schedules, annexures, appendices, attachments and exhibits are references to the clauses of, and the schedules, annexures, appendices, attachments and exhibits to, this Agreement.

(c) References to parties are references to the parties to this Agreement.

(d) References to a party to any Agreement or document include that party's permitted assignees and successors, including executors and administrators and legal representatives.

(e) Words denoting the singular include the plural and words denoting the plural include the singular.

(f) Words denoting any gender include all genders.

(g) The word 'person' includes any individual, corporation or other body corporate, partnership, joint venture, trust, association and any Government Agency.

(h) A reference to any Agreement or document (including this Agreement) includes any amendments to or replacements of that document.

(i) A reference to a law includes:

(i) legislation, regulations and other instruments made under legislation and any consolidations, amendments, re-enactments or replacements of them;

(ii) any constitutional provision, treaty or decree;

(iii) any judgment;

(iv) any rule or principle of common law or equity, and is a reference to that law as amended, consolidated, re-enacted, replaced or applied to new or different facts.

(j) No provision of this Agreement will be construed adversely to a party because that party was responsible for the preparation of that provision or this

Agreement.

(k) A reference to time is a reference to the time in New York, New York unless otherwise specified.

(l) A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.

(m) If any act is required to be performed under this Agreement by a party on or by a specified day and the act is performed after 5.00 pm on that day, the act is deemed to be performed on the next day.

(n) If any act is required to be performed under this Agreement on or by a specified day and that day is not a Business Day, the act must be performed on or by the next Business Day.

(o) A reference to an amount of dollars, U.S. dollars or \$ is a reference to the lawful currency of the United States, unless the amount is specifically denominated in another currency.

(p) Specifying anything in this Agreement after the terms 'include', 'including', 'includes', 'for example', 'such as' or any similar expression does not limit the sense of the words, description, definition, phrase or term preceding those terms unless there is express wording to the contrary.

(q) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

### 37. Miscellaneous.

No failure or delay by either party in exercising any right or remedy under this Agreement will operate, or be deemed to operate, as a waiver of any such right or remedy.

