

Terms of Service

TeamX Technologies Inc. (“**Zap Bike**”, “**we**”, “**us**” or “**our**” as applicable) is pleased to offer you (“**you**”, “**user**”, “**your**” as applicable) the use of its “Zap Bike” web or mobile application (in any case, the “**App**”) including content on the Site (as defined in Section 3(a)) and customer service (collectively, the “**Services**”) in relation to your use of any vehicle or other transportation device provided by Zap Bike, including but not limited to, electric bicycles and electric scooters (collectively, “**Zap Bike Bicycle**”). If you use the Services or a Zap Bike Bicycle you must abide all the terms and conditions set out below as well as our Privacy Policy, located on the App or the Site, which also applies to you (collectively, these “**Terms**”).

PLEASE READ THESE TERMS CAREFULLY - they are a legally binding contract between you and Zap Bike, and describe:

- your and our respective obligations;
- dispute resolution mechanisms (we only resolve disputes using arbitration and you waive your right to a jury trial in all instances of a dispute);
- our disclaimers (you are using the Services “as is” and “as available”); and
- payment and liability related items.

Your legal rights may vary depending on the jurisdiction you are in. Certain items (e.g. liability limits, our preference for dispute resolution, disclaimers) contained in these Terms may not apply to the extent stated here, depending on your jurisdiction and its Applicable Laws.

If you do not wish to abide by these Terms for whatever reason, or if you cannot reasonably meet the obligations and requirements of these Terms, please delete the App, do not register for an Account and do not use the Services.

1. **Your Use of the Zap Bikes and other Services**

- (a) You and Zap Bike are the only parties to these Terms and, except as set out below, you are therefore the only authorized operator of a Zap Bike Bicycle that is rented through your Account.
- (b) With respect to your use and operation of a Zap Bike Bicycle, you represent, warrant and covenant that:
 - (i) before each use of a Zap Bike Bicycle, you will conduct a basic safety inspection of such Zap Bike Bicycle, which includes inspecting: safe operation of brakes and lights; proper direction of wheels; condition of the frame; sufficient battery charge (if applicable); and any signs of damage, disrepair, unusual or excessive wear, or other signs of mechanical and/or maintenance needs (each, a “**Safety Issue**”). You shall immediately notify Zap Bike if you identify a Safety Issue and are prohibited from riding any Zap Bike Bicycle on which there is a Safety Issue.
 - (ii) You are familiar with the operation of the Zap Bike Bicycles, are physically fit to use a Zap Bike Bicycle, and do not have any health problems or medical conditions that would make using a Zap Bike Bicycle unsafe in any way.
 - (iii) for the duration of your operation of a Zap Bike Bicycle, you will not use any Handheld, cellular telephone, text messaging device, portable music player, or

any other device in a manner that may distract you from operating the Zap Bike Bicycle safely, including the use of hands-free technology.

- (iv) You will not use a Zap Bike Bicycle when environmental conditions (i.e. weather, road surface, congestion, etc.) are unsafe, on any unpaved roads, through water, through uneven terrain (including, without limitation, on mountains), through unsafe traffic conditions, on highways or freeways, or in any location where use of a Zap Bike Bicycle is prohibited, illegal, and/or is a nuisance. You acknowledge and agree that Zap Bike does not provide or maintain places at or on which to ride Zap Bike Bicycles and that Zap Bike makes no representation, warranty, covenant, or guarantee with respect to the conditions of any road, sidewalk, vehicle lane, vehicle route, or other thruway you may access in connection with your use of a Zap Bike Bicycle.
- (v) You will not ride a Zap Bike Bicycle while under the influence of drugs, alcohol, medication, and/or any other substance that may impair your ability to ride the Zap Bike Bicycle.
- (vi) You will not race the Zap Bike Bicycle, perform stunts with the Zap Bike Bicycle, or use the Zap Bike Bicycle to propel or tow any vehicle, trailer, or other object.
- (vii) You will not place anything on the Zap Bike Bicycle or use the Zap Bike Bicycle while holding anything that impedes your ability to safely use it.
- (viii) You will not place any objects on the Zap Bike Bicycle or use the Zap Bike Bicycle while holding any object that impedes your ability to safely use it. These objects include, without limitation, backpacks, bags, briefcases, and/or any other item that can alter the balance of the Zap Bike Bicycle or otherwise impede your ability to safely ride it.
- (ix) You will not exceed the weight limit of the Zap Bike Bicycle (264.5 pounds unless otherwise indicated).
- (x) You will wear proper equipment, including a helmet, while using the Zap Bike Bicycle. You represent, warrant, and covenant that, at all times while using a Zap Bike Bicycle, you will wear appropriate equipment, including, without limitation, suitable footwear (e.g., tied sneakers, no sandals) and a helmet that is properly fitted and fastened in accordance with the manufacturer's instructions and meets CPSC, Snell, or ASTM, or CE helmet standards or a comparable standard (a "**Helmet**"). Notwithstanding the foregoing, Zap Bike does not make any representation, warranty, covenant, or guarantee with respect to the safety, quality, or other characteristics of any Helmet.
- (xi) You will not tamper with, alter, or vandalize the Zap Bike Bicycle.
- (xii) You will use the Zap Bike Bicycle in compliance with all Applicable Laws. It is your sole responsibility to be familiar with the Applicable Laws of the jurisdiction in which you are using the Zap Bike Bicycle.
- (xiii) You will park the Zap Bike Bicycle in accordance with our instructions and in compliance with all applicable laws, rules, regulations, and ordinances. Without limiting the generality of the foregoing sentence, you will park the Zap Bike Bicycle indoors whenever reasonably possible or outdoors provided the Zap Bike Bicycle is secured against theft or unauthorized use using an appropriate locking mechanism. In all cases, you will park the Zap Bike Bicycle in lawful parking spots in an upright position and will not park the Zap Bike

Bicycle on unauthorized private property, in a locked area, in heavily trafficked areas, or in any other unapproved space. You will return the Zap Bike Bicycle using the return feature on the App or the Site.

- (xiv) You will use the Zap Bike Bicycle in accordance with the "rules of the road", will obey all street signs, signals, rights-of-way, and markings, will use the Zap Bike Bicycle with courtesy and respect towards third parties, including, but not limited to pedestrians and other vehicles, and will not block sidewalks, access ramps, bus stops, or landscaped areas.
 - (xv) You will return the Zap Bike Bicycle in the condition in which you rented it, except for any ordinary wear and tear.
 - (xvi) You will report any accident, crash, damage, personal injury, traffic violation, or stolen or lost Zap Bike Bicycle as soon as possible through the Ride Dashboard feature on the App or the Site. If a crash involves personal injury, property damage, or a stolen Zap Bike Bicycle, you shall file a report with the local police department within 24 hours. You agree that you are responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorneys' fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Zap Bike Bicycle.
 - (xvii) You will return the Zap Bike Bicycle promptly if requested by Zap Bike using the return feature on the App or the Site.
- (c) THE FOREGOING LIST IS NOT INTENDED TO BE EXHAUSTIVE AND ANY UNREASONABLE OR INAPPROPRIATE USE OF A ZAP BIKE BICYCLE, AS DETERMINED BY ZAP BIKE IN ITS SOLE DISCRETION, OR ANY VIOLATION OF APPLICABLE LAWS, RULES, REGULATIONS, AND/OR ORDINANCES WILL BE DEEMED TO BE A VIOLATION OF THESE TERMS. WITHOUT LIMITING THE FOREGOING, THE FOREGOING REPRESENTATIONS, WARRANTIES, AND COVENANTS ARE CUMULATIVE TO EACH OTHER AND NOT EXCLUSIVE OF EACH OTHER, AND NO REPRESENTATION, WARRANTY, OR COVENANT IN THIS SECTION 1 WILL LIMIT ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT IN THIS SECTION 1 OR THESE TERMS.
- (d) You acknowledge and agree that Zap Bike does not control, and has no right to control, you or other third parties with whom you may come into contact while using the Zap Bike Bicycle or the Services, including, without limitation, pedestrians, bikers, other users of Zap Bike Bicycles, or other vehicles.
- (e) YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY MISUSE, CONSEQUENCES, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES, DAMAGES, INJURIES, HARM, FEES, COSTS AND EXPENSES, PENALTIES, ATTORNEYS' OR LEGAL FEES, JUDGMENTS, SUITS AND/OR DISBURSEMENTS OF ANY KIND, OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER KNOWN OR UNKNOWN, AS A RESULT OF USING ANY OF THE SERVICES INCLUDING, WITHOUT LIMITATION, YOUR USE OF THE ZAP BIKE BICYCLE.
- (f) We may use GPS tracking devices to track or locate Zap Bike Bicycles which may be unavailable for their scheduled pick-up, reported stolen, suspected of being lost, stolen, or abandoned or as may be required or requested by law enforcement or when we have a good faith belief that there is an emergency that poses a threat to your safety

or the safety of another person, or as necessary to defend, protect or enforce our rights in connection with the use of the Services and/or the Zap Bike Bicycle. You should have no expectation of privacy or confidentiality as to the places where the Zap Bike Bicycle is operated while rented to you.

- (g) If you permit another person (a “**Third Party**”), either alone, or together with you, to use any Zap Bike Bicycle rented by you or through your Account, or any Services obtained by you or through your Account, or if you rent, lease, sell, resell, assign, timeshare, offer in a service bureau, or otherwise make any part of the Services available to any Third Party, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:
- (i) YOU ALONE ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THESE TERMS, AND FOR ENSURING COMPLIANCE WITH THESE TERMS BY EACH THIRD PARTY;
 - (ii) YOU ALONE ARE SOLELY RESPONSIBLE FOR ANY BREACH OF THESE TERMS BY YOU OR A THIRD PARTY;
 - (iii) YOU ALONE ARE SOLELY RESPONSIBLE FOR ANY DAMAGE AND/OR LIABILITY ARISING FROM YOUR OPERATION OF ANY ZAP BIKE BICYCLE OR ANY THIRD PARTY'S USE OF ANY ZAP BIKE BICYCLE RENTED THROUGH YOUR ACCOUNT; AND
 - (iv) YOU ALONE ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY MISUSE, CONSEQUENCES, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES, DAMAGES, INJURIES, HARM, FEES, COSTS AND EXPENSES, PENALTIES, ATTORNEYS' OR LEGAL FEES, JUDGMENTS, SUITS AND/OR DISBURSEMENTS OF ANY KIND, OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER KNOWN OR UNKNOWN, AS A RESULT OF USING ANY OF THE SERVICES BY A THIRD PARTY INCLUDING, WITHOUT LIMITATION, THE THIRD PARTY'S USE OF THE ZAP BIKE BICYCLE.

2. **The Services**

- (a) We grant a number of rights under Section 3 of these Terms to allow such users to use the App and receive other services, including Materials and support. If you have questions about your use of the Services or a Zap Bike Bicycle, please consult our Frequently Asked Question page at <https://zap.bike/faq>.
- (b) The Services may contain links to, or functionality supplied by, third party websites and services (together, “**Third Party Links**”). Please see our disclaimer (Section 6 below) in respect of such items. We may also use third party subcontractors to provide some Services on our behalf.
- (c) We aim to update the Services regularly and may change the content at any time. If the need arises, we may suspend your access to the Services, in whole or in part, temporarily or permanently, at no cost or liability to you and at our sole discretion.

3. **Rights granted under these Terms**

- (a) **We grant you the right to use.** We grant you a non-exclusive, non-transferable, right to access and use (i) the App, and (ii) any website which we provide (including the Zap Bike website at <https://zap.bike/>) (“**Site**”), including for the purposes of setting up to your Account and reviewing support Materials. Since you will need to download the

App from a third party website (the sites for Google Play or Apple's App Store) on your Handheld, you will also need to abide by such app stores' terms, which apply upon the installation of the App on your Handheld.

- (i) If you are using an Apple Inc. branded Handheld that you own or control as permitted by these Terms: (A) you are further subject to [Apple Media Services Terms and Conditions](#); (B) the App may be accessed and used by other accounts associated with you via "Family Sharing" (as defined in the Apple Media Services Terms and Conditions); (C) Apple Inc. is a third party beneficiary under these Terms (see Section 13 of these Terms); (D) we, not Apple, are responsible for addressing any of your or any third party claims relating to the App or the user's possession and/or use of that App, including, but not limited to: (1) product liability claims; (2) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection, privacy, or similar legislation; (E) in the event of any third party claim that the App or your possession and use of the App infringes that third party's Intellectual Property Rights, we, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such Intellectual Property Rights infringement claim; and (F) in the event these Terms are in conflict with the Apple Media Services Terms and Conditions, the latter shall govern to the extent of the conflict.
- (b) **We grant you license to Materials.** We grant you a non-exclusive, non-transferable, non-sublicensable, revocable license during the Term to our Materials, which are subject to copyright, solely for the purpose of your use and enjoyment of the Services. Any paper or digital copies of any Material which you have printed off, downloaded or captured digitally in any way must not be modified, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- (c) **You grant us the right to keep App updated.** We may need to update the App or other parts of the Services to fix issues or conform to requirements by app stores or address any item we feel is important for the provision of Services ("**Updates**"). You agree that we do not need to give you any further notice and can automatically execute Updates. If you do not like any of the Updates we execute, you can choose to uninstall the App (if applicable) or otherwise no longer use the Services - uninstalling the App (if applicable) will be your exclusive remedy. By continuing to use the Services, you accept the Updates.
- (d) **You grant us rights to use your feedback.** You may interact with us on the App, any Site, or in person as part of the Services - anything you say, write or provide us ("**feedback**") may be used by us and our licensors to improve Services generally or the App specifically. Except in cases where you are providing us personal information, you agree to **NOT** (i) provide us feedback that is either confidential in nature, (ii) share feedback or material that is not owned or is not sublicensable by you, and (iii) violate any Applicable Laws, including copyright law.

We will be free to use, disclose, reproduce, licence or otherwise distribute and exploit any feedback you provide as we sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property Rights or otherwise.

- (e) **You grant us rights to use your data.** You give us a non-exclusive, sublicensable, royalty-free and transferable right to Handle data to (1) provide you the Services, and (2) generate Aggregated Information.
- (i) **Handling Data.** You agree that all such data may be, without notification to, or further consent by, you, Handled by a third-party, including our licensors, for either (1) purposes which serve our or our licensors' business purposes, including transaction processing and data monitoring or storage, or (2) for regulatory or other reasons which are imposed on us in Canada or in any other jurisdiction in which we may otherwise decide to store or process such data.
 - (ii) **Aggregated Information.** We and our licensors will own all Aggregated Information for any purpose we and our licensors see fit, including but not limited to publication of, and creation of derivative works from the Aggregated Information, provided that such usage shall not reveal to a third party any confidential information or the identity of a user.
 - (iii) **Monitoring User Interactions.** We may, solely at our discretion or at the request of a governmental authority, monitor, record or otherwise process all user interactions with the Services. Further information is available in our Privacy Policy located on the App or the Site.
- (f) **You give us permission to contact you.** We use email and other electronic means in the App to stay in touch with users. You agree that when you provide us your email address or personally identifying information (e.g. name, address) during or prior to access or use of the Services, you: (a) consent to receipt of communications from us, our affiliates, our subcontractors, and applicable third party providers in electronic formats, including via the email address you have submitted or other agreed upon contact methods; (b) can opt-out from receiving communication from any such party at any time by changing the settings on the App or Site, or contacting the communicating party via return email, but we do not take on any liability for any communication of another party to you, including any third party providers, particularly if you have provided your contact information to them independently rather than using the communication functions of the App or Site; and (c) agree that these Terms, agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communications would satisfy if they were in writing and physically presented to you.

We may present you with an option to receive push notifications from us in order to stay informed in relation to the activities, Materials or other items potentially relevant to the you as we see fit. You may choose to cancel the push notification by changing the Account settings on the App or the Site.

To prevent fraud, if you receive communication that bears our logos or appears to be from our representatives and is accompanied by demands for immediate payment or confirmation of your personal information for reasons you cannot understand, we encourage you to go to your Account or contact us at the applicable support number instead of complying to such request.

- (g) **No other IP Rights from us.** We and our licensors reserve all right, title and interest in and to the Services, the Zap Bike Bicycle and all Intellectual Property Rights in such Services and the Zap Bike Bicycle.

- (h) **Rights granted to other parties.** We will utilize your information according to our Privacy Policy located on the App or the Site. You may use, in conjunction with the Services, certain other parties' services or products – if you do so, you may be providing them certain rights according to their product/service terms. Please consult such terms as applicable. If we utilize any party as a subcontractor to provide you the Services, they will follow the terms and conditions set out in these Terms.

4. **Your Obligations**

- (a) **Your Accounts.** Any Account you open with us for use of Services will require you to use the Account only as allowed under these Terms, keep your login credentials safe (use reasonable endeavours to prevent any unauthorised access to, or use of, the Services) and in the event of any unauthorised access or use, immediately notify us. If you feel or know that your credentials are compromised, please reset your login. We may disable your Account for any reason, including for security purposes but we do not have any such obligation. You must cooperate with us if we inform you that you need to reset your password.
- (b) **Compliance with Laws.** Your use of the Services and the Zap Bike Bicycle must comply with the Applicable Laws in the jurisdiction where you utilize the Services or the Zap Bike Bicycle, as applicable.
- (c) **Restricted Behaviours.** You covenant that you shall not:
 - (i) register for more than one Account;
 - (ii) misrepresent your identity (e.g. represent to anyone in relation to any user that you are someone else or you are affiliated with someone that you are not);
 - (iii) in regards to fees, circumvent the payment methodology of the Services;
 - (iv) share your Account log-in details with any person other than those expressly authorized by you;
 - (v) make use of the Services to do anything other than to carry out activities which are normally related to activities conducted using the Services;
 - (vi) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms in any part of the Services;
 - (vii) damage, disable, overburden or impair our servers or network, or interfere with any other party's use and enjoyment of the Services;
 - (viii) access the Services in order to build a commercially available product or service which competes with the Services;
 - (ix) copy any features, functions, integrations, interfaces or graphics which are part of the Services;
 - (x) violate any Applicable Laws;
 - (xi) make statements on any part of the App or the Internet on any topic associated with us, particularly regarding Materials and the Services, which could reasonably be considered false or misleading;

- (xii) wilfully tamper with the security of the Services, including attempting to probe, scan or test the vulnerability of the App or to breach its security or authentication measures;
 - (xiii) share any sensitive data with us which, in the normal course of events, would demand special Handling and introduce a security burden on us that is not agreed upon by us in writing in advance of receipt of such data;
 - (xiv) transmit any information, through the Services or in any other manner, which may be: (1) unlawful, threatening, abusive, libelous, defamatory, harassing, fraudulent, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane; (2) in violation of a third party's Intellectual Property Rights or is subject to Intellectual Property Rights; (3) refutes or is contrary to what is set out anywhere in the Services; (4) is considered "spam" (including machine or randomly-generated, constitutes unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation or any form of lottery or gambling); (5) contains or installs any viruses, worms, malware, Trojan horses or other content that is designed or intended to disrupt, damage or limit the function of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; and (6) violates the privacy of any third party;
 - (xv) attempt to gain unauthorized access to the Services or our computer systems or networks through hacking, password mining or any other means;
 - (xvi) misuse any information received about a user for any purpose other than the use of the Services in the ordinary course.
- (d) By breaching subsection (c), you may commit a criminal offence and we may report any such breach to the relevant law enforcement authorities - you agree to co-operate with those authorities. In the event of such a breach, your right to use the Services will cease immediately. We shall not be liable for any costs, expenses or liabilities resulting from your failure to cooperate or provide information as needed to resolve an issue in relation to your breach of these Terms.

5. **Our Obligations**

- (a) We are not obligated to monitor the access or use of the Services, but we reserve the right to do so for our business purposes and to ensure compliance with these Terms. We may consult with and disclose unlawful conduct to law enforcement authorities and pursuant to valid legal process, including cooperating with law enforcement authorities as part of an investigation and/or to prosecute users who violate the law.
- (b) In addition to any of our other rights or remedies, we reserve the right to suspend or terminate your access to all or a portion of the Services without any liability if we suspect that your use of the Services is harming or threatening to harm any of our property, any person, or in our reasonable opinion you have violated your responsibilities herein.
- (c) We reserve the right to investigate any violation of these terms and any conduct that affects the Services.

6. **Warranty and Disclaimer**

- (a) You represent and warrant that (i) you are 18 years of age or older or have been authorized by someone who has opened an account for the use of Services and has granted you permission to use the Services; (ii) if you are entering into these Terms on someone's behalf, you have obtained their consent or are authorized to do so - the Account holder will be responsible for all actions and any violation of these Terms will also be deemed to be the Account holder's violation, (iii) your use of the Services shall (A) be solely for purposes that are permitted by these Terms, (B) not infringe or misappropriate the Intellectual Property Rights of any third party, (C) comply with all Applicable Laws, and (D) not violate any other agreement with any party.
- (b) We do not provide any warranty for our App, the Service or the Zap Bike Bicycle. We also disclaim any role and you agree to waive any rights to enforce a remedy against us in respect of:
- (i) the security related to the payments made over App, including in respect of monies you have paid into your Account - in the event of theft, fraud or your account being compromised in any other manner, including by phishing or other misconduct that compromises your credentials, you agree to cooperate with us for support, provided we do not provide insurance for any funds you may lose for any reason other than our gross negligence;
 - (ii) determining whether any party using the App is genuine, reliable, trustworthy, safe, up-to-code, utilizing surveillance, providing commentary on the other party on any social media site or the Internet, giving honest reviews, able to perform any function or fulfil a promise, fit for any role (including as an employer/employee), under any suspicion of a crime, or subject to or impacted by any other trait, habit, ailment, cause, affliction or personality that ought to satisfy the other party's expectations, norms of an industry, or Applicable Laws;
 - (iii) any injury, death, dismemberment, or any other kind of suffering and loss, whether in respect of an individual or property, suffered by a user in relation to, or arising from the Services, your use of a Zap Bike Bicycle or a third party's use of a Zap Bike Bicycle; and
 - (iv) any issue, non-performance, or action or non-action apart from ability to utilize the App and have the features of App function in accordance with our warranties set out herein.
- (c) THE SERVICES AND THE ZAP BIKE BICYCLE ARE PROVIDED FOR YOUR CONVENIENCE, "AS IS" AND "AS AVAILABLE", AND PROVIDER AND ITS AFFILIATES, LICENSORS AND SUPPLIERS, EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT. FULL USE OF OUR APP IS DEPENDENT UPON YOUR USE OF A FUNCTIONAL HANDHELD (AS DEFINED).
- (d) WE DO NOT WARRANT ANY THIRD PARTY, ITS PRODUCTS, OR SERVICES, INCLUDING THIRD PARTY LINKS. WE DO NOT VERIFY THE ACCURACY OR RELIABILITY OF ANY INFORMATION ON ANY THIRD PARTY PROPERTY, INCLUDING MATERIALS AND PERSON'S COMMENTS ON ANY SITE, AND DO NOT REVIEW, APPROVE, MONITOR, ENDORSE, WARRANT, OR MAKE ANY REPRESENTATIONS OF ANY KIND IN RESPECT OF SUCH MATERIALS.

- (e) WE DO NOT WARRANT THAT A MESSAGE OR INFORMATION YOU SEND ON OUR SITE OR APP WILL BE COMPLETELY PRIVATE OR SECURE, EVEN IF THERE IS A SPECIAL NOTICE THAT A PARTICULAR TRANSMISSION IS ENCRYPTED.
- (f) YOUR ONLY REMEDY WITH RESPECT TO ANY DISSATISFACTION WITH OUR APP, OTHER SERVICES, ANY MATERIALS OF THE ZAP BIKE BICYCLE, WILL BE TO CANCEL YOUR ACCOUNT AND TO STOP USING THE SERVICES, INCLUDING OUR APP.
- (g) WE REGRET ANY DOWNTIME, ERRORS, OR OTHER PROBLEMS YOU MAY HAVE WITH THE SERVICES. THE APP MAY NOT PERFORM AS WE INTEND IT TO FOR MANY REASONS, INCLUDING PERFORMANCE AND CONNECTIVITY ISSUES ON YOUR HANDHELD – NON-PERFORMANCE OF THE APP MAY BE DIFFICULT FOR US TO PINPOINT SINCE THE CAUSE MAY BE RELATED TO WI-FI SERVICE, CELLULAR CARRIERS, OTHER THIRD PARTY PROVIDERS, OR OTHER ACTIVITIES, DEVICES AND PRODUCTS IN YOUR ENVIRONMENT THAT ARE CAUSING INTERFERENCE WITH THE SIGNALS AND FUNCTIONING OF THE APP OR YOUR HANDHELD. YOU AGREE THAT YOU ARE NOT RELYING ON THE SERVICES SOLELY FOR ANY CRITICAL NEED.
- (h) WE DO NOT PROMISE THAT THE SERVICES OR THE ZAP BIKE BICYCLE WILL SATISFY YOU, OR ACTUALLY ACCOMPLISH OUR GOALS. DESPITE OUR GOALS TO PROVIDE YOU A GOOD SERVICE EXPERIENCE, WE DO NOT WARRANT THAT THE SERVICES: WILL BE ERROR FREE; HAVE NO DATA LEAKS OR BREACHES; BE FREE OF BUGS OR MALICIOUS CODE; THE APP WILL HAVE NO DOWNTIME; THE APP WILL NOT HAVE ANY NEGATIVE IMPACT ON YOUR HANDHELD; AN UPDATE WILL KEEP THE SAME USER EXPERIENCE YOU ENJOYED BEFORE AN UPDATE OR AN UPDATE WILL KEEP ALL FEATURES YOU USE; OR THE APP WILL REMAIN FUNCTIONAL AT ALL.
- (i) IF THE APP OR A SITE CONTAINS SUGGESTIONS ON HOW TO USE THE APP, OR ANY PART OF THE SERVICE, THEY ARE SUGGESTIONS ONLY. PLEASE PRACTICE SAFETY IN YOUR ENGAGEMENT WITH OTHER USERS.

7. **Payments and Fees**

- (a) **Fees Payable by Users.** Service charges may vary based on the exact nature of the Services and may include, without limitation, rental charges, applicable taxes, service fees, and/or other charges set forth in these Terms or otherwise described in the Fees and Charges page of the Site (<https://zap.bike/fees-charges>) ("**Fees**"), which Fees are incorporated herein by reference. You agree to pay all Fees when due. You hereby authorize Zap Bike to charge your debit, credit card (a "**Card**") or other payment method acceptable to Zap Bike via the App or via an authorized third-party payment processor. Prior to charging Fees, we may seek pre-authorization of your Card or other payment method in order to verify its validity or the existence of sufficient funds. It is your responsibility to update and replace your Card or other payment method if they expire or are no longer valid. You represent and warrant that you are authorized to use any Card or payment method you furnish to us.
- (b) **Deposits.** In addition to the Fees, we reserve the right to ask you for a deposit (the "**Deposit**"), the amount of which may change from time to time in our discretion. The Deposit will be refunded to your Card as soon as reasonably possible after you return the Zap Bike in compliance with these Terms, less the cost of any repairs,

replacements, or maintenance required to be performed on your rented Zap Bike or any accessories and less any Fees or other applicable charges that remain outstanding. Any Deposit collected by us shall not be kept in an interest-bearing account and no interest shall be paid or be payable to you upon our refund of your Deposit.

- (c) **Refunds.** We will not be responsible for any reimbursement process once a payment is made by a user. We do not anticipate the need for an opportunity to demand or need a refund. If you have been charged incorrectly somehow by the App please contact us.
- (d) **Fee Changes.** We may in the future implement a new fee, or modify an existing fee, for certain current or future services we offer. If we revise our fees, we shall notify you by posting the revisions on the App at <https://zap.bike/fees-charges> or by sending you an email.
- (e) **Currency.** All fees and transactions shall be in Canadian dollars.
- (f) **Third Party Payment Processors.** Users acknowledge that all transactions involving payments must comply with the terms and conditions of the third party payment service provider. We do not provide those payment services, are not a party to any license or agreement you may have with the applicable third party payment provider, and shall not be liable or responsible for your use of those third-party payment services. You authorize us and/or our third-party payment providers to store information about your Card or other payment method for the purpose of charging you Fees. If your payment details change, your Card provider may provide us with updated Card details. We may use these new details to prevent any interruption to your use of the Services.

8. **Indemnification and Limitation of Liability**

- (a) You agree to indemnify, defend, and hold us, our subsidiaries and affiliates, subcontractors, licensors and each of their officers, directors, employees, agents, successors, permitted assigns (collectively the "**Zap Bike Indemnitees**") harmless from and against any and all claims and expenses, including legal or other professional fees and disbursements, arising out of: (a) your violation of any of the provisions in these Terms; (b) any allegation of facts that, if true, would constitute your breach of any of your representations, warranties or obligations under these Terms; (c) negligence or wilful misconduct by you or any third party on your behalf in connection with the Services or your use of a Zap Bike Bicycle; (d) misuse of any personal information of a user; and (e) your infringement or violation of any Intellectual Property Rights or other rights of any person or entity.
- (b) Zap Bike Indemnitee may, at our sole discretion and expense, choose to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without our written consent.
- (c) Except for release of applicable pay that may be paid by a party to you and be waiting to be released from our accounts, you agree that you will not receive any compensation whatsoever or seek any penalties or other remuneration, for the failure of the App and any non-performance of a Service by us.
- (d) IN NO EVENT WILL PROVIDER INDEMNITEES BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF USE, DATA, INFORMATION, OR REVENUE,

PROFITS OR BUSINESS INTERRUPTION, WHATSOEVER IN RELATION TO OR ARISING UNDER THESE TERMS, WHETHER SUCH DAMAGES ARE BASED IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF A PROVIDER INDEMNITEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- (e) Without limiting the foregoing, if a Zap Bike Indemnatee should be found liable to you for any loss or damage that arises out of or is in any connected with the Services or Materials, our cumulative liability will in no event exceed CAD \$1.00.
- (f) Should a jurisdiction that does not allow the exclusion of indirect, punitive, incidental, special or consequential damages apply to these Terms, the total liability to you or any person in connection with any indirect, punitive, incidental, special or consequential damages shall be limited to amounts under subsection (e).

9. Term and Termination

- (a) These Terms will apply to the parties on the earlier of the installation of the App or when you start to open an Account on a Site. Subject to the “Surviving Provisions” section below, these Terms shall terminate upon your cancellation or deactivation of your Account through the means provided on the App or our Site.
- (b) We may terminate your access to all or any part of the Services at any time, with or without cause and with or without notice, effective immediately and for any reason deemed appropriate in our sole discretion. We may close your Account and delete any data and information associated with the Account.
- (c) You may cancel your Account at any time. Upon cancellation, termination or deactivation of your Account, (i) all rights, licenses, consents and authorizations granted pursuant to these Terms shall immediately terminate, (ii) we may disable all access to the Services except as set out in these Terms, and (iii) pay out any amounts to which you are entitled and in respect of which monies are present in your Account.
- (d) Notwithstanding anything to the contrary in these Terms, with respect to information and materials in our possession or control at the time of cancellation, termination or deactivation of your Account: (i) we may retain any of your data in our backups, archives and disaster recovery systems until such data is deleted in the ordinary course; and (ii) all information and materials described in the foregoing clause shall remain subject to all confidentiality, security and other applicable requirements of these Terms.

10. Amendment of these Terms

- (a) To the extent permitted by Applicable Law, we reserve the right, at our sole discretion, to amend these Terms at any time. You may not amend or modify these Terms.
- (b) We shall post the amended Terms on the App and/or Site. Although we shall take reasonable steps to notify you of amendments, you are expected to check the App periodically for any amendments to these Terms. Your continued access and use of the Services following such amendments shall constitute your affirmative acknowledgement of these Terms, as amended, and agreement to be bound by these

such amended Terms. If at any time you choose not to accept our amended Terms, including following receipt of notification of any amendments made hereto, then you must terminate and deactivate your Account.

11. **Governing Law**

These Terms and any access to or use of the Services shall be governed by, and are to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

12. **Dispute Resolution through Arbitration**

- (a) All disputes, disagreements, controversies, questions or claims arising out of or relating to these Terms, including with respect to its formation, execution, validity, application, interpretation, performance, breach, termination or enforcement, (“**Disputes**”), will, except when resolvable by the parties, be determined by a sole arbitrator (the “**Arbitrator**”) under the *Arbitration Act, 1991* (Ontario) (the “**Arbitration Act**”) in English in the city of Toronto, Ontario pursuant to the law of the Province of Ontario. The Arbitrator will have the right to determine all questions of law and jurisdiction, including questions as to whether a Dispute is arbitrable, and will have the right to grant legal and equitable relief including permanent and interim injunctive relief, and final and interim damages awards. The Arbitrator will also have the discretion to award costs of the arbitration, including reasonable legal fees and expenses, reasonable experts’ fees and expenses, reasonable witnesses’ fees and expenses, and pre-award and post-award interest and costs, provided that the Arbitrator will not make an award of costs on a distributive basis. The fees of the Arbitrator will be paid equally by the parties and subject to section 44 of the Arbitration Act, the Arbitrator’s determination of a Dispute will be final and binding and there will be no appeal of that determination on any ground.
- (b) Prior to the appointment of the Arbitrator, the parties may apply to the courts for interim relief. A request for interim relief by a party to court will not be considered to be incompatible with Section 11.1 or as a waiver of that provision.
- (c) The Arbitrator may award declaratory or injunctive relief only in favour of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. Subject to the exception set out in respect of the parties who may be a named party to a claim, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND PROVIDER 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 GROUP LITIGATION OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless all affected parties agree otherwise, the Arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or group proceeding. If a court decides that Applicable Law precludes enforcement of any of this subsection’s limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

13. **Waiver of Class Proceedings**

You hereby waive any right you may have to commence or participate in any class action lawsuit against us, our affiliates, their respective officers, directors and shareholders, and licensors or suppliers, related to any claim, dispute or controversy and, where applicable, users hereby agree to opt out of any class proceeding against us otherwise commenced.

14. Third Party Beneficiary

You acknowledge and agree that Apple Inc., and Apple Inc.'s subsidiaries are all third party beneficiaries under these Terms and upon your acceptance of these Terms, these parties will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

15. Severability

If any portion or provision of these Terms shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of these Terms, or the application of such portion of provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of these Terms shall be valid and enforceable to the fullest extent permitted by law.

16. Assignment

You may not assign, in whole or in part, any of your rights or obligations under these Terms. We may, without prior notice or consent, assign these Terms or any of our rights or obligations hereunder. You give your approval to Zap Bike to assign these Terms, in whole or in part, and upon such assignment the assignee shall assume all our rights and obligations and Zap Bike shall be released from these Terms.

17. Further Assurances

You agree to execute and deliver all such further documents and instruments and do all acts and things as we may reasonably require to carry out the full intent and meaning of these Terms.

18. Relationship between the Parties

There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms or access or use of the Services or the Material.

19. Headings and Summaries

The headings, captions and summaries in these Terms are for convenience only and in no way define or describe the scope or content of any provision of these Terms.

20. Notices

Except as otherwise stated in these Terms or as expressly required by law, any notice to us, including for purposes of termination, shall be given in writing by email to hello@zap.bike.

Any notice to you shall be given to the most current email address in your Account.

21. Other Rules of Interpretation

Any reference to gender includes all genders; words importing the singular number only shall include the plural and vice versa; the word "or" "is not exclusive; the words "including", "includes" and "include" mean "including without limitation"; and "shall" means "will" and "must", all three of which can be changed interchangeably and shall not mean "may".

22. No Waiver of Covenants

Failure by any party to insist upon the strict performance of any of the covenants, agreements, terms, provisions or conditions contained in these Terms or to exercise any election shall not be construed as a waiver or relinquishment of such covenant, agreement, term, provision or condition but the same shall

continue and remain in full force. No waiver shall be deemed to have been made unless expressed in writing.

23. **Surviving Provisions**

Notwithstanding the expiration or termination of these Terms, those rights and obligations that are stated to or which by their nature are intended to survive such expiration or termination shall survive, including, but not limited to Sections 3(e), 6, 7, 8, 9, 10, 11, 12, 13 and this Section 23.

24. **Force Majeure**

Without limiting anything else in these Terms, if a default or delay by Zap Bike under these Terms is caused by, or if Zap Bike is unable to make the Services and/or the Material available for, any reason or circumstances beyond our reasonable control of Zap Bike, including, but not limited to fire, flood, earthquake, elements of nature, acts of God, epidemic (whether or not declared), pandemic (whether or not declared), explosion, power failure, third party caused damage to network infrastructure, war, terrorism, cyber terrorism/warfare, revolution, civil commotion, cyber terrorism/warfare, acts of public enemies, law, order, regulation, ordinance or requirement of any government or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing or boycotts, Zap Bike shall not be liable for that default or delay, or inability to make the Services and/or the Material available, and shall be excused from further performance of its affected obligations.

25. **Entire Agreement**

These Terms and anything else incorporated or referred to herein constitute the entire agreement between you and us and supersede all prior communications, agreements and understandings, written or oral, with respect to the subject matter of these Terms.

26. **Language**

You and us have requested that these Terms and all correspondence and all documentation relating to these Terms be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.

27. **Definitions.** In these Terms, the following expressions shall have the following meanings:

“Account” means a profile that is generated for you on our system for the purposes of your use of Services.

“Applicable Laws” means any statute, ordinance, regulation, rule, code, constitution, treaty, common law, governmental order or other requirement or rule of law of any governmental authority.

“Handheld” means any mobile device, such as a phone, tablet, or any other console or computer that may be used to access the App.

“Handle” means to process, record, transfer, access, receive, use, disclose, retain, dispose of, destroy, manage, collect, store, or otherwise handle and any variation of “Handle” and “Handling” has the same meaning depending on the context.

“Intellectual Property Rights” means all rights in inventions, discoveries, or improvements (whether patented or able to be patented and whether or not reduced to practice), including patents, patent applications, certificates of invention, utility models, continuations, continuations-in-part, provisionals, divisions, reissues, renewals, re-examinations and extensions thereof; trade secrets, know-how, designs, methodologies, processes, rights in data, and similar rights; semiconductor chip protection and mask work right; the protection of works of authorship or expression and copyright (whether or not

registered); trademark, trade names, service marks, logos, domain names and trade dress; and similar rights under any laws or international conventions throughout the world, whether now existing or hereafter arising or developed, including the right to apply for registrations, certificates, or renewals with respect thereto, the rights to prosecute, enforce, and obtain damages.

“Materials” means any information, text, document, articles, blogs, links, reports, data, databases, tools, e-mail, code, photographs, pictures, audio, video, postings, graphics (including illustrations and animations), comments, interfaces, webpages, files, software, product names, trade-names, trademarks, logos, trade names, or other materials.