

EZ SCOOT / NYOTA Terms of Agreement, Liability Waiver, Release, Indemnification, and Voluntary Assumption of Risk (the "Release")

THIS RELEASE CONTAINS RELEASES, TERMS OF AGREEMENT, WARRANTY LIMITATIONS, ASSUMPTION OF RISK PROVISIONS, AND INDEMNITY PROVISIONS, ALL OF WHICH LIMIT YOUR LEGAL RIGHTS AND REMEDIES. YOU SHOULD READ THIS RELEASE CAREFULLY AND UNDERSTAND ITS BINDING EFFECTS.

Summary

As provided in greater detail in this Release (and without limiting the express language of this Release), You acknowledge the following:

- You fully release the operators and sponsors of the Services, and the City of New York from all Claims You have or may have against them arising out of Your use of the Services;
- Your use of the Services is at your sole risk;
- The Services, including the bicycles, e-bikes, and moped scooters are provided "as-is" and we make no promises that they will be in good repair or defect-free;
- You will perform a safety inspection before riding, and are competent to do so, and You will not ride a bike share bicycle or moped scooter that is damaged or defective;
- There are significant risks and dangers inherent in riding a bike share bicycle or moped scooter and You assume those risks;
- You understand that electric pedal-assist bicycles and moped scooters provide a different user experience and may pose different risks and dangers, and You assume those risks with respect to electric pedal-assist bicycles and moped scooters in the EZ Scoot program;

- You are responsible for all injuries or damages that You cause to other people or property; and
- We can provide Department of Transportation (DOT) certified safety helmets upon request at a fee with our Services, and we recommend that You wear it, but we cannot guarantee its effectiveness.

In consideration of Your use of any of the Services (defined below), You ("You," "Your" or "Yourself") agree to all terms and conditions in this Release.

[I. Releases; No Warranties; Assumption of Risk; Indemnification.](#)

- **Section 1 Releases; No Warranties.**

IN EXCHANGE FOR YOUR BEING ALLOWED TO USE ANY OF THE SERVICES, BICYCLES, SCOOTERS, STATIONS, OR BIKE DOCKS YOU (ACTING FOR YOURSELF AND FOR ALL OF YOUR FAMILY, HEIRS, AGENTS, AFFILIATES, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS) DO FULLY AND FOREVER RELEASE, HOLD HARMLESS, PROMISE NOT TO SUE, AND DISCHARGE ALL RELEASED PERSONS FROM ALL CLAIMS THAT YOU HAVE OR MAY HAVE AGAINST ANY RELEASED PERSON ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THE SERVICES. Such releases are intended to be general and complete releases and waivers of all Claims arising out of or in any way related to Your use of the Services. The Released Persons may plead such releases as a complete and sufficient defense to any Claim, and may do so as intended third-party beneficiaries of such releases, if appropriate.

WITHOUT LIMITATION OF THE FOREGOING GENERAL RELEASES, YOU ACKNOWLEDGE AND AGREE THAT, EXCEPT AS MAY OTHERWISE BE LIMITED OR EXPANDED BY APPLICABLE LAW, EZ SCOOT AND ALL OTHER RELEASED PERSONS ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, INCLUDING THOSE THAT ARISE OUT OF OR RELATE TO (A) ANY RISK, DANGER, OR HAZARD DESCRIBED IN THIS RELEASE, (B) YOUR USE OF, OR

INABILITY TO USE, ANY OF THE SERVICES, SCOOTERS, STATIONS, OR BIKE DOCKS, (C) YOUR BREACH OF THIS RELEASE, INCLUDING BUT NOT LIMITED TO YOUR VIOLATION OF ANY PROHIBITED ACT SET OUT IN THE THIS RELEASE, OR YOUR VIOLATION OF ANY LAW, OR OF GOOD SAFETY PRACTICES, (D) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION BY YOU OR BY EZ SCOOT OR ANY RELEASED PERSON, (E) YOUR FAILURE TO WEAR A BICYCLE HELMET OR OTHER PROTECTIVE GEAR OR CLOTHING WHILE USING BICYCLE OR SCOOTER, OR THE FAILURE OF SUCH HELMET OR PROTECTIVE GEAR OR CLOTHING TO PREVENT DEATH OR INJURY, OR (F) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION OF ANY THIRD PARTY. YOU RELEASE AND WAIVE ALL CLAIMS WITH RESPECT TO ANY OF THE FOREGOING, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, EVEN IF EZ SCOOT OR ANY OF THE OTHER RELEASED PERSONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS.

WITHOUT LIMITING THE BREADTH OF THE FOREGOING, YOU AGREE TO RELEASE EZ SCOOT AND ALL OTHER RELEASED PERSONS FOR ANY INJURY, DAMAGES OR LOSSES CAUSED BY THE ALLEGED NEGLIGENCE OF EZ SCOOT OR ANY OTHER RELEASED PERSON.

YOU FURTHER SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF ANY OF THE SERVICES, BICYCLES, SCOOTERS, STATIONS, OR BIKE DOCKS IS AT YOUR SOLE RISK. To the fullest extent permitted by law, and with respect to Your use of any of the Services, Scooters, Stations, or Bike Docks, EZ Scoot and all other Released Persons disclaim all express and implied warranties, including warranties of merchantability and fitness for a particular purpose. **ALL OF THE SERVICES, SCOOTERS, STATIONS, AND BIKE DOCKS ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND YOU RELY ON THEM SOLELY AT YOUR OWN RISK.** EZ Scoot, and all other Released Persons do not

represent or warrant that any of the Services, Scooters, Stations, Bike Docks, or related information will be in good repair or error or defect-free. **YOU**

ACKNOWLEDGE AND AGREE THAT DELAYS, OMISSIONS, INTERRUPTIONS, DEFECTS, OR INACCURACIES COULD EXIST WITH RESPECT TO ANY OF THE SERVICES, SCOOTERS, STATIONS, OR BIKE DOCKS. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS FOR USING ANY OF THE SERVICES, EZ SCOOT SCOOTERS, STATIONS, OR BIKE DOCKS, AND EZ SCOOT AND ALL OTHER RELEASED PERSONS ARE NOT LIABLE FOR ANY CLAIM ATTRIBUTABLE TO ANY OF THE FOREGOING. YOU ASSUME FULL AND COMPLETE RESPONSIBILITY AND LIABILITY FOR ALL CONSEQUENCES AND CLAIMS OF ANY KIND OR NATURE WHATSOEVER RELATED TO YOUR STOLEN OR LOST EZ SCOOT SCOOTER OR E-BIKE.

- **Section 2 Assumption of Risk; Indemnification.**

YOU ARE SOLELY AND FULLY RESPONSIBLE FOR THE SAFE OPERATION OF THE SCOOTER OR E-BIKE AT ALL TIMES. YOU UNDERSTAND THAT THIS AND OTHER SECTIONS IN THIS RELEASE DESCRIBE AND RELATE TO THE RISKS RELATING TO YOUR USE OF THE SERVICES. YOU AFFIRM THAT YOU HAVE READ, UNDERSTAND, AND ACCEPT THE ENTIRE RELEASE. YOU AGREE THAT SCOOTERS OR E-BIKE ARE MACHINES THAT MAY MALFUNCTION, EVEN IF THE SCOOTER OR E-BIKLE IS PROPERLY MAINTAINED, AND THAT SUCH MALFUNCTION MAY CAUSE INJURY. YOU FURTHER AGREE THAT, BEFORE ANY USE OF THE SERVICES, YOU WILL PERFORM A SAFETY INSPECTION, AND YOU WILL NOT USE A SCOOTER OR E-BIKE THAT FAILS THE SAFETY INSPECTION AND WILL NOTIFY EZ SCOOT, AS APPLICABLE, OF SUCH FAILURE. YOU AGREE THAT RIDING A SCOOTER OR E-BIKE INVOLVES MANY INHERENT, OBVIOUS AND NOT-SO-OBVIOUS RISKS, DANGERS, AND HAZARDS, WHICH MAY RESULT IN INJURY OR DEATH TO YOURSELF OR OTHERS, AS WELL AS DAMAGE TO PROPERTY,

AND THAT SUCH RISKS, DANGERS, AND HAZARDS CANNOT ALWAYS BE PREDICTED OR AVOIDED. Such risks, dangers, and hazards include and relate to, but are not limited to:

- other vehicles
- bicycles
- pedestrians
- other third parties
- buildings
- objects
- potholes
- wheelstops
- curbs
- docking plates
- delineators
- pavement cracks
- ruts
- uneven or unstable roadways or bike paths
- light rail or rail road tracks
- weather conditions
- road conditions
- animals
- road kill
- vegetation
- other permanent or temporary obstructions on or near roadways or bike paths
- the possibility of colliding with station elements, street fixtures, or other fixed objects
- the possibility of criminal or other third-party acts or omissions
- bicycle or component malfunction
- negligent acts or omissions by any released person
- Your or any third person's negligent acts or omissions, and
- Your underlying known or unknown health conditions.

YOU AGREE THAT ALL SUCH RISKS, DANGERS, AND HAZARDS, WHETHER KNOWN OR UNKNOWN, ARE YOUR SOLE RESPONSIBILITY AND YOU ASSUME ALL RELATED RISKS.

You further agree that if Your use of any of the Services causes any injury or damage to another person or property, then You may be liable for all resulting

injuries, damages, and related costs, and You agree to indemnify the Released Persons with respect to any such claims. By choosing to ride a Scooter or e-bike, You assume full and complete responsibility for all related foreseeable and unforeseeable risks, dangers, and hazards, and You agree that EZ Scoot and all other Released Persons are not responsible for any death, injury, damage, or cost caused by You with respect to any person or property, including the Scooter or e-bike itself.

YOU AGREE, WITHOUT LIMITATION, TO INDEMNIFY AND HOLD HARMLESS ALL RELEASED PERSONS FROM ANY DEATH, INJURY, OR DAMAGE TO YOURSELF, ANOTHER PERSON OR PERSONS, OR PROPERTY ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR USE OF THE SERVICES.

II. Miscellaneous.

- **Section 3 Helmets; Safety.**

EZ Scoot in certain instance can provide or strongly recommends that all users of the Services wear Department of Transportation (DOT) certified safety helmets and attached eye protector screens (the “**Helmets**”) that have been properly sized, fitted, and fastened, according to the manufacturer’s instructions. Wearing the Helmets properly sized, fitted, and fastened, while cycling may protect against an injury or may lessen the severity of an injury caused by an impact to the head; however, bicycle helmets are not 100% effective, do not protect against all head injuries, and do not protect against other injuries. **EZ SCOOT AND THE OTHER RELEASED PERSONS DO NOT REPRESENT OR WARRANT THE QUALITY OR SAFETY CHARACTERISTICS OF ANY PROVIDED HELMET OR OTHER PROVIDED EQUIPMENT OR ACCESSORIES, AND YOU AGREE THAT EZ SCOOT AND THE OTHER RELEASED PERSONS ARE NOT LIABLE FOR ANY INJURY YOU SUFFER WHILE USING ANY OF THE SERVICES, WHETHER OR NOT YOU ARE WEARING A HELMET AT THE TIME OF INJURY. YOU ASSUME ALL RISK OF NOT WEARING A HELMET OR OTHER PROTECTIVE CLOTHING**

AND GEAR. You agree that, when using any of the Services, You might need to take additional safety measures and precautions that are not specifically addressed in this Release.

- **Section 4 Electric Pedal-Assist Bicycles; Moped Scooters.**

The Services may include pedal bicycles, electric pedal-assist bicycles which amplify Your effort with a motor, and moped scooters which are low-speed limited use, two wheeled electric vehicles. You agree that You understand how electric pedal-assist works and that You are competent to use an electric pedal-assist bicycle. You agree that You understand how moped scooters work and that You are competent to use a moped scooter.

- **Section 5 Term and Termination.**

After accepting our e-bike upon delivery or pick up, one would be considered the one and only e-bike rider. The rider's term period is the period starting from delivery or pick up to return or drop off-of the e-bike.

During the term period, the rider takes full responsibility for the e-bike.

Our e-bike riders need to follow the rules and regulations applicable to e-bikes and bicycles according to their classifications and in this case (for our specific fleet), the rules in accordance with to the administrative codes 10-157 and 10-157.1 in effect in New York City. Our e-bike rider will need to comply as well with the rules and regulations of the city or country in which he will be operating our e-bikes. In case of a failure to comply with the laws and regulations of its current location, the e-bike rider becomes the sole responsible for the resulting fines and penalty. EZ Scoot reserves the right to discontinue term period, requesting his e-bike back after a third warning for failure to respect those rules and regulations. We suggest you read the content of this [link](#) to familiarize with the NYC traffic rules and regulations.

It is the responsibility of the e-bike rider to inform EZ Scoot in less than 24 hours of any damages occurring during the rider's term period. In such instance, in case of an inability to date the occurrence of the damages to a date prior to the start of the

term period, he would be responsible for the repairs of the e-bike, up to a billable value of \$350.

For any discovered damages up to 72 hours after the end of the term period will be the responsibility of the e-bike rider.

In case of theft, the e-bike rider will have to inform Ez Scoot almost immediately and in less than 24 hours. In case of theft or failure to return the e-bike when requested within 72 hours, the rider will be billed up to a value of \$2500.

The term of this Release begins when You first access the Services, and ends 10 years after Your last use of the Services. For the avoidance of doubt, the terms of this Release apply to any and all of Your use of the Services for any period of time.

You may terminate Your use of the Services at any time; provided, however, that the term of this Release continues in accordance with this Section. This Release remains in full force and effect, in accordance with its terms and conditions, after any termination of Your right to use any of the Services, regardless of how Your use of the Services is terminated.

- **Section 6 Notices.**

You may contact EZ Scoot by calling or emailing at the address listed below:

Customer Service: 1-(646) 481-9374
admin@grabnyota.com

- **Section 7 Choice of Law; Dispute Resolution.**

This Release is governed by, and must be construed and enforced in accordance with, the laws of New York State, excluding principles of conflicts of laws. For every dispute regarding this Release: (i) each party consents to the jurisdiction of the courts of New York State and agrees that those courts have personal jurisdiction over each party; (ii) venue must be in New York State; and (iii) the parties must

submit the dispute to mandatory mediation held in New York State. Every mediation must be completed within 6 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 6-month period, then the parties may continue seeking to resolve the dispute by use of any process, including litigation by trial.

- **Section 8 Waivers.**

No waiver of any breach of any provision of this Release is a waiver of any other breach or of any other provision of this Release. The terms of this Release may be waived or amended only in writing and only by the party that is entitled to the benefits of the term being waived or amended.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, You do hereby knowingly, voluntarily, and irrevocably: (1) give Your full and unconditional consent to EZ Scoot, the Released Persons, and their respective affiliates, successors, and assigns to use at any time and from time to time, without any restriction, Your appearance and voice in photographs, videos, and other recordings, but in each such instance only to the extent recorded during Your use of the Services (a) for purposes of maintaining the safety and functionality of the Services and (b) for purposes of promoting or marketing the use of the Services; (2) grant to EZ Scoot, the Released Persons, and their respective affiliates, successors, and assigns (a) the right to photograph, videotape, and otherwise record Your appearance and voice, at any time that You are using the Services, (b) all rights, copyrights, title, and interests in the results of such photographs, videos, and other recordings, as a work for hire for copyright purposes, and (c) the right to use, reproduce, exhibit, distribute, transmit, alter, and exploit, at any time and from time to time and as EZ Scoot or the Released Persons may decide in their sole discretion in connection with the promotion or marketing of the Services, the photographs, videos, and other recordings, or any component thereof, and all related merchandising, promotions, advertising, and publicity; and (3) waive, release, and discharge all Released Persons from all Claims that You

have or may have for any libel, defamation, invasion of privacy, right of publicity, infringement of copyright, or violation of any right granted by You in this paragraph.

- **Section 9 Cumulative Remedies.**

All rights and remedies granted under or referred to in this Release are cumulative and nonexclusive, and resort to one does not preclude the availability or applicability of another or to any other right or remedy provided by law.

- **Section 10. Final Agreement; Modification by EZ Scoot.**

This Release contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Release supersedes all other prior agreements, written or oral, relating to such subject matter. At any time and from time to time, and without Your consent, EZ Scoot may unilaterally amend, modify, or change this Release, in its sole discretion and without any notice or cause, and by continuing to use any Services after any amendment, modification, or change, You have agreed to be bound by all such amendments, modifications, and changes. You must carefully review this Release on a regular basis to maintain awareness of all amendments, modifications, and changes. Whenever a change is made to this Release, EZ Scoot will post a notification on its website.

- **Section 11 Severability.**

If a court deems any provision of this Release illegal or otherwise unenforceable for any reason, You agree that that provision shall be severed from the Release and shall be inoperative, and the remainder of the Release shall remain operative and shall be binding on the parties.

- **Section 12 Definitions.**

"Bike Docks" means the separate stands that allow the docking of bicycles and/or Scooters.

"Claims" or **"CLAIMS"** means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys' fees, whether incurred at or in preparation for trial, appeal, mediation, or otherwise), damages (including

consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the Services, including any of the Scooters, Stations, or Bike Docks, or (b) Your use of any of the foregoing.

"Pay Stations" means the automated EZ Scoot pay stations.

"Released Persons" or **"RELEASED PERSONS"** means, collectively, (i) EZ Scoot and all of its and their owners, managers, affiliates, employees, agents, representatives, successors, and assigns, (ii) the City of New York, (iii) any lender to EZ Scoot and all of such lender's owners, officers, directors, affiliates, employees, agents, representatives, successors, and assigns, (vii) every sponsor of any of the Services and all of the sponsor's owners, officers, directors, affiliates, employees, agents, representatives, successors, and assigns, and (viii) every holder of property on which is located a Station and all of the property holder's owners, officers, directors, affiliates, employees, agents, representatives, successors, and assigns.

"Services" means the EZ Scoot mobile application ("**Mobile Application**"), the EZ Scoot/NYOTA website, grabnyota.com (the "**Website**") (the Mobile Application and the Website, collectively, the "**Platform**"), and the EZ Scoot services which are composed of several elements, including the Stations, Pay Stations, Bike Docks, EZ Scoot bicycles, including EZ Scoot electric pedal-assist bicycles and EZ Scoot dockless bicycles and EZ Scoot moped scooters (collectively, "**Scooters**"), and all related and provided equipment, accessories, personnel, and information.

"Stations" means the Scooter stations and associated street treatments such as wheel stops, kiosks, flexible delineators and pavement markings.

"e-bike" is used interchangeably for bicycles, electric pedal assist bicycle or electric bicycle.

Your Agreement to Release

I certify that I am the person renting a Scooter or e-bike, I am 18 years of age or older with a valid State ID or License, and I have read and agreed to all of the terms and conditions set forth in this Release.

OR

I certify that I am the parent or legal guardian of the user of the Services, who is 16 years of age or older, and I have read and agreed to the terms and conditions set forth in this Release on behalf of myself and the user of the Services, and I authorize the use of the Services by such minor user.