

WHEELS RENTAL AGREEMENT AND RELEASE

Last Updated: January 28, 2020

In consideration of Your use of the Wheels Services (defined below) provided by Wheels Labs, Inc. (“**Wheels**”, or “**We**”), You (“**You**” or “**Your**”) agree to all terms and conditions of this Rental Agreement and Release (“**Agreement**”).

IMPORTANT: PLEASE REVIEW THE MUTUAL ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH WHEELS ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION AND WAIVING YOUR RIGHT TO A CLASS ACTION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS MUTUAL ARBITRATION AGREEMENT AND HAVE TAKEN THE TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

THESE TERMS OF USE ALSO CONTAIN RELEASES, LIMITATIONS ON LIABILITY, AND PROVISIONS ON INDEMNITY AND ASSUMPTION OF RISK, ALL OF WHICH MAY LIMIT YOUR LEGAL RIGHTS AND REMEDIES. PLEASE REVIEW THEM CAREFULLY.

By accessing or using our Services (defined below), You agree to be legally bound by this Agreement and the Additional Terms as described below.

The Wheels “**Services**” are composed of several elements, including: (1) Wheels scooters and bicycles (collectively “**Vehicle(s)**”), (2) Wheels mobile application (“**Mobile Application**”) and the Wheels websites www.wheels.co and www.takewheels.com (“**Website**”) (the Mobile Application and the Website are collectively referred to as the “**Platform**”), and (3) all related information, personnel, and equipment. For purposes of this Agreement and only when capitalized, the term “Use” means “riding, operating, activating, parking or any other action in connection with or on a Vehicle.”

1. Additional Terms.

Our **Privacy Notice**, **Terms of Use**, and other any notices applicable to Your use of the Platform are incorporated by reference into this Agreement (the “Additional Terms”), as updated from time to time. BY ACCESSING OR USING THE SERVICES, YOU ACCEPT THESE ADDITIONAL TERMS. We will make Additional Terms available for You to read through the Platform. If You do not agree to abide by the Additional Terms, You automatically opt out of and are prohibited from using the Platform. If You violate the provisions of the Additional Terms, Wheels may, in its sole discretion, suspend, discontinue, or change Your account or any aspect of Your access to

or use of the Services in whole or in part. By continuing to use the Services, You agree to the Additional Terms and any future amendments and additions to the Additional Terms as published from time to time through the Platform. Please review the Additional Terms periodically to ensure You are up-to-date with any changes

2. Rental and Use of Vehicle.

2.1. Sole User of the Services. You certify and expressly agree that You are the sole renter and user of the Vehicle and You are responsible for compliance with all terms and conditions in this Agreement. You understand that when You activate and/or Use a Vehicle via Your account, the Vehicle must only be Used by You. You must not allow anyone other than You to Use a Vehicle that You have activated, and this includes, without limitation, transporting other adults, children or pets on a Vehicle. For the sake of clarity, Vehicles are intended to carry one adult person only and at all times.

2.2. At Least 18 Years Old. **YOU CERTIFY AND REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU HAVE A VALID DRIVER'S LICENSE.** OPERATION OR USE OF THE SERVICES OR ANY VEHICLE BY A MINOR IS EXPRESSLY PROHIBITED. If You allow a minor to use the Services or Use a Vehicle You have activated, You shall be responsible for any and all misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, attorneys' fees, judgments, suits and/or disbursements of any kind, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown. The Services are for individuals ages 18 and older only. As such, depending on Your location, You may be required to upload a photograph of Your valid driver's license or government-issued identification, the collection and use of which is governed by our **Privacy Notice**, in order for us to verify Your age before You can Use the Vehicles (defined hereafter).

2.3. Competent Vehicle Operator. You certify and represent that You are familiar with the operation of the Vehicle, and You are reasonably competent and physically fit to use the Services and Use the Vehicle. You assume all responsibilities and risks for any injuries and/or medical conditions as detailed further below. You are responsible for determining whether conditions such as (but not limited to) rain, snow, hail, fog, ice, electrical storms, heat, or wind and/or any other conditions, whether caused by the weather or otherwise, make it dangerous to Use a Vehicle. You are advised to adjust Your riding behavior and braking distance to suit all conditions and variables, including weather and traffic.

2.4. Vehicle is the Exclusive Property of Wheels. You agree that the Vehicles and any equipment attached thereto, at all times, remain the exclusive property of Wheels. You must not dismantle, write on, or otherwise modify, repair or deface any Vehicle or any part of any Vehicle in any way. You must not Use any Vehicles for any advertising or commercial purpose.

2.5. Only Use Vehicles Where Allowed. You expressly agree that You will only Use the Services and Vehicles in areas where the Vehicles are legally permitted, and You are solely responsible for determining whether an area permits the Use of the Vehicles. You agree that You will not Use Vehicles in any restricted areas (such as cities that prohibit Vehicles in certain places or throughout) (each a "Restricted Area"), and

You assume all responsibility and liability for any Use of any Vehicle in any Restricted Area, including all fines or fees as a result of Your Use of any of the Vehicles in any Restricted Areas. If You use the Services or Use the Vehicles in any Restricted Areas, Wheels reserves the right to charge You , including for actual fees incurred by such Use and to immediately terminate Your access to the Services in its sole and absolute discretion.

2.6. Compliance with Laws. You agree to follow, and are solely responsible for determining, all laws, rules, regulations, and/or ordinances pertaining to the Use, riding, parking, and/or operation of the Vehicles, including those pertaining to the Vehicles in the area where You are Using the Vehicles, including, without limitation, any and all applicable helmet laws. You also agree to act with courtesy and respect towards others while using the Services or Using the Vehicles.

YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY VIOLATION OF THIS AGREEMENT, AND ANY LAWS, RULES, REGULATIONS, AND/OR ORDINANCES WHILE USING THE SERVICES, INCLUDING IMPROPER RIDING AND/OR PARKING, AND YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY AND ALL CONSEQUENCES AND CLAIMS (AS SET FORTH IN SECTION 7.1(a)(i) (INCLUDING IMPOUNDING FEES CHARGED BY ANY LOCAL GOVERNMENT) OF ANY KIND, OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER KNOWN OR UNKNOWN, AS A RESULT OF USING ANY OF THE SERVICES.

2.7. Payment of Fines and Fees. You agree to pay any fines, fees, penalties, impounding charges, and/or any other charges incurred by Wheels, that result from You Using any Vehicle improperly, or as a result of Your violation of any law, rule, regulation and/or ordinance while using the Services.

2.8. Helmets; Safety. **WE STRONGLY RECOMMEND THAT YOU WEAR A SNELL, CPSC, ANSI, OR ASTM APPROVED HELMET THAT HAS BEEN PROPERLY SIZED, FITTED, AND FASTENED, ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS WHILE OPERATING A VEHICLE.** Wearing such a helmet may protect against an injury or may lessen the severity of an injury caused by an impact to the head; however, helmets do not protect against all head injuries and do not protect against other injuries and may not be 100% effective. You agree that, when Using any Vehicles, You may also need to take additional safety measures and precautions that are not specifically addressed in this Agreement and that should be independently assessed and determined by You.

2.9. Prohibited Acts. YOU EXPRESSLY CERTIFY AND AGREE THAT YOU WILL NOT:

- (a) Allow a minor to use the Services;
- (b) Ride a Vehicle while carrying any briefcase, backpack, bag or other item if it impedes Your ability to safely Use the Vehicle;
- (c) Use or wear any cellular phone, table, laptop, text messaging device, portable music player, or other handheld or other device that may distract You from safely Using the Vehicle;

(d) Operate or Use a Vehicle under the influence of any alcohol, drugs, medication, or other substance that may impair Your ability to safely operate the Vehicle;

(e) Carry, tow, or otherwise transport a second person (including a child or pet) while Using a Vehicle;

(f) Dock or lock any Vehicle other than by using the locking mechanisms provided by Wheels;

(g) Bring or transport a Vehicle in a car, ferry, or train;

(h) Violate any applicable federal, state, or local law, or any command or instruction from law enforcement personnel, including those for bicycle or scooter riders;

(i) Attach anything to a Vehicle, including, but not limited to, baskets, cup holders, electric drives, child seats, trailers, or tandem bicycles;

(j) Exceed the maximum weight limit for a Vehicle or otherwise use any included basket improperly with regard to type of contents or any visual obstruction or riding impediment;

(k) Allow others to Use a Vehicle You have activated;

(l) Park or place any Vehicle in an unlawful manner or a manner that prevents Wheels from accessing it; and

(m) Park or place any Vehicle on private party, in a locked area, in a heavily trafficked area if the Vehicle impedes the flow of pedestrian or vehicular movement, or is in danger of being knocked down, or any other unapproved non-public space, including without limitation sidewalks.

YOU UNDERSTAND AND ASSUME THE RISKS OF YOUR VIOLATION OF ANY PROHIBITED ACT SET OUT IN THIS SECTION. SUCH RISKS ARE SIGNIFICANT AND MAY INCLUDE INJURY OR DEATH TO YOU AND OTHERS, DAMAGE TO OR DESTRUCTION OF YOUR AND OTHERS' PROPERTY, AND THE POTENTIAL THAT YOU WILL BE CITED OR ARRESTED FOR VIOLATION OF APPLICABLE LAWS.

2.10. Vehicles Intended Only for Limited Types of Use. You agree that You will not Use the Vehicle for racing, mountain riding, stunt, or trick riding. You agree that You will not operate and/or Use any Vehicles on unpaved roads, through water, or in any location that is prohibited, illegal and/or a nuisance to others, or in any location that would reasonably be deemed unfit for the Use of a Vehicle. You agree not to Use the Vehicles for hire or reward, or Use the Vehicles or Service in a manner that violates any law, rule regulation and/or ordinance. Wheels does not provide or maintain places to ride the Vehicles, and does not guarantee that there will always be a safe place to ride any particular Vehicle. Roads, bicycle lanes, and routes may become dangerous due to weather, traffic, and/or other hazards outside of Wheels' control, and without limitation, Wheels will not be liable for any of the foregoing. YOU ARE SOLELY RESPONSIBLE

FOR CHOOSING A RESPONSIBLE AND SAFE ROUTE, OBEYING ALL LAWS AT ALL TIMES IN CHOOSING A ROUTE, AND BEING FAMILIAR WITH THE APPLICABLE LAWS, RULES, REGULATIONS, AND/OR ORDINANCES OF THE JURISDICTION IN WHICH YOU ARE USING THE VEHICLE OR SERVICES.

(a) No Common Carrier. You represent, warrant and agree that Wheels is not a common carrier. Alternative means of public and private transportation are available to the general public and to You, including public buses and rail services, taxis, and pedestrian paths. Wheels provides Vehicles only as a convenience and recreational activity, not as a public service, and such rental availability is intended to be used only by those persons who are able and qualified to operate a Vehicle on their own and who have agreed to all the terms and conditions of this Agreement.

2.11. Reporting Damage and Accidents. You agree to immediately report any accident, crash, damage, personal injury, stolen or lost Vehicle to Wheels. If any personal injury is sustained relating to Your Use of the Vehicle, You shall file a report with the local police department and notify Wheels of the same within 24 hours. **YOUR INSURANCE POLICIES MAY NOT PROVIDE COVERAGE FOR ACCIDENTS INVOLVING THE USE OF THE BICYCLE OR VEHICLE. TO DETERMINE IF COVERAGE IS PROVIDED YOU SHOULD CONTACT YOUR INSURANCE COMPANY OR AGENT.**

2.12. Vehicle Damage; Vandalism. You agree to return any Vehicle to Wheels in the same condition in which such Vehicle was activated by You. You agree that You will be responsible for the cost of repairing and/or replacing any Vehicle that You damage and/or cause damage to. If any Vehicle is damaged or vandalized as a result of Your Use, You shall be liable for up to \$3,000 in Wheels' sole and absolute discretion and no matter the extent of the damage. You will not be responsible for normal wear and tear of the Vehicles.

2.13. Lost or Stolen Vehicle. A Vehicle may be deemed lost or stolen if (i) it is not returned within 24 consecutive hours, (ii) the Vehicle's GPS unit is disabled, (iii) the Vehicle is parked on unauthorized private property, in a locked, area, in any other non-public space, or is otherwise inaccessible to Wheels for more than ten (10) minutes after the ride ends; (iv) the Vehicle moves more than thirty (30) feet after a rental has ended and Wheels believes such movement was due to Your failure to secure or return the Vehicle properly; or (v) other circumstances or facts that suggest to Wheels in its reasonable and good faith determination that a Vehicle has been lost or stolen. You agree to report any Vehicle theft or disappearance immediately to Wheels. As the last User of the Vehicle, You agree that You shall be responsible for a lost or stolen Vehicle and that Wheels shall have the authority to take any and all actions it deems appropriate (with respect to You as the last User of the Vehicle), including (without limitation) obtaining restitution and other appropriate compensation and damages, and filing a police report with the relevant authorities. You agree that any data generated by the Vehicle computer is conclusive evidence of the period of Use of a Vehicle by You.

2.14. Availability of Vehicles and Services. While Wheels endeavors to provide the Services on an ongoing basis, You agree and acknowledge that the Service or

Vehicles may not be available at all times, as force majeure events or other circumstances might prevent Wheels from providing the Services from time to time. Access to the Services is also conditioned on the availability of and level of charge remaining in the Vehicle as applicable. As certain Vehicles may require periodic charging in order to operate, Vehicle operational capabilities may decrease (or cease in their entirety) and level of charge or rate of loss of charging power is not guaranteed and will vary based on the Vehicle, road conditions, weather conditions, and/or other factors. It is Your responsibility to check the level of charge power in the Vehicle to ensure it is adequate for the ride before initiating operation of the Vehicle. Wheels may require You to return a Vehicle at any time, and You agree to do so when requested.

2.15. Safety Inspection. Before each Use of a Vehicle, You agree to conduct a safety inspection of the Vehicle, which You acknowledge You are competent to do, and which may include, but is not limited to, inspecting for: (i) proper tire pressure; (ii) trueness of wheels; (iii) safe operation of all brakes and lights; (iv) proper attachment of the battery, seat, pedals, and basket; (v) alignment of fender and metal rods holding fender in place; (vi) good condition of the frame; and (vii) no sign of damage, unusual or excessive wear, or other mechanical problem or maintenance need. You may not ride the Vehicle if You notice any mechanical or other problem or safety issue; and, in such case, You must promptly notify Wheels of all problems and issues. **DO NOT ATTEMPT TO REPAIR ANY VEHICLE.**

3. Payment and Fees.

3.1. Fees. You may Use the Vehicle in accordance with the fee schedules that are provided to You from time to time by Wheels including through the Platform. Each Use of a Vehicle begins when You activate the Vehicle and terminates when You click "Trip Completed" or equivalent on the Platform . In each case, fees and other charges may be subject to applicable taxes and other local and/or state government charges, which may be charged and collected directly by Wheels. Wheels will charge Your credit card or debit card (collectively, Your "**Card**") or other agreed payment methods the amount of the fees for Your Use of the Vehicle.

3.2. Coupon Codes. If You have received a coupon or discount code for Wheels, You may use the code in accordance with the User rules provided on or with such code. Wheels reserves the right to modify or cancel such codes at any time, subject to applicable laws.

3.3. Maximum Rental Time and Charges. Maximum rental time is 24 consecutive hours. You agree that You will return the Vehicle within 24 hours of the time that activation and rental of the Vehicle began. You may then rent again. You agree that You are solely responsible for being aware of any elapsed time related to timely return of the Vehicle. The maximum charge is \$100 for any Vehicle based on a 24-hour period. After return of the Vehicle, You will be charged the accumulated rental charges or the maximum 24-hour charge, whichever is less. Vehicles unreturned (with trip concluded through the Platform) after 24 hours from the time of activation will be considered lost or stolen, and You may be charged up to \$3,000 for each Vehicle and a police report may be filed against You. For rentals returned in excess of 24 hours where the Vehicle is not considered lost or stolen, Wheels may also charge a service fee of \$100, in our sole discretion.

3.4. Valid Card. You must input a valid Card number and expiration date before You will be registered to use the Services. You represent and warrant to Wheels that You are authorized to use any Cards You furnish to Wheels. YOU AUTHORIZE WHEELS, ONE TIME AND ON A RECURRING BASIS, TO CHARGE THE CARD FOR ANY AND ALL FEES INCURRED BY YOU, INCLUDING ANY APPLICABLE SALES TAXES OR OTHER GOVERNMENT CHARGES, WHICH FEES ARE DETERMINED BY YOUR USE OF THE SERVICES AS FORTH HEREIN. If You dispute any charge on Your Card, You must contact Wheels within ten (10) business days from the end of the month with the disputed charge and provide all necessary trip information to identify the disputed charge (such as the date of the trip, and approximate start and end times). You agree to immediately inform Wheels of all changes relating to Your Card.

3.5. Pick Up Fees. If You are unable to return any Vehicle to a valid area (i.e., You deactivate a Vehicle on private property, a locked community, and/or any other unreachable area), then Wheels, in its sole and absolute discretion, may charge You a pick-up fee up to \$120. If any Vehicle accessed under Your account is abandoned without notice, You will be responsible for all fees until the Vehicle is recovered and deactivated, plus a service charge of up to \$120, to recover the Vehicle.

3.6. Refund Policy. All purchase transactions made through the Services are subject to Wheels' refund policy in effect at the time of purchase. Currently, Wheels' refund policy is to not offer refunds for purchases through the Services, except in Wheels' sole and absolute discretion.

3.7. Modification to Prices or Billing Terms. The rental of Vehicles and/or use of the Services is subject to availability. Vehicles and Services displayed on the Platform may not be available at all times and may be substituted or discontinued at any time. Wheels reserves the right, at any time, to change its prices and billing methods for Service, and such changes will be effective immediately upon posting on the Platform or by electronic delivery to You.

4. Term; Termination.

4.1. Term and Termination. This Agreement, and any Additional Terms, will continue to apply until terminated by either You or Wheels; *provided, however*, that Your personal financial responsibility under Section 3.4 of this Agreement expires one (1) year after Your last use of the Services. At any time, and without Your consent, Wheels may unilaterally terminate Your right to use any of the Services, in Wheels' sole discretion and without any notice of cause. You may terminate Your use of the Services at any time. To learn how to terminate Your Wheels account, please contact us at support@wheels.co.

4.2. Effect of Termination. Whether terminated by You or by Wheels, You acknowledge and understand that (i) no refund will be provided to You, (ii) the term of this Agreement continues in accordance with this Section, and (iii) You may still be charged any applicable additional fees arising under this Agreement. This section will be enforced to the fullest extent permissible by applicable law. Any sections of this Agreement, including but not limited to Sections 1, 3, 4.2 and 6 through 11, that either explicitly or by their nature, must remain in effect even after termination of this Agreement, shall survive termination

5. Privacy. You understand and agree that all personal information that is (i) provided by You to Wheels or (ii) pertains to You and is collected by Wheels in connection with the Services will be used and kept by Wheels in accordance with its **Privacy Notice**.

5.1. Consent to Receive Calls, Text Messages, Emails and Other Communications. You expressly consent to receive and accept communications from Wheels, including via e-mail, telephone calls and text messages as set forth in the **Terms of Use**. Any personal information collected via such communications is processed as outlined in our **Privacy Notice**.

6. Intellectual Property.

6.1. Ownership. All of the content featured or displayed in connection with the Services or on the Platform, including, without limitation, logos, text, graphics, photographs, images, sound, and illustrations ("**Content**"), is owned by Wheels, or its licensors, vendors, agents, and/or Content providers. All trademarks, service marks, and trade names of Wheels used in relation with the Services (including but not limited to: Wheels Labs, Wheels , the Services name, the Services design, and/or any logos (collectively, "**Marks**") are trademarks or registered trademarks of Wheels or its affiliates, partners, vendors, or licensors. All elements of the Services, including, without limitation, the general design, the Content, and the Marks are protected by trade dress, copyright, moral rights, trademark and/or other laws relating to intellectual property rights.

6.2. Limitations on Use; No Endorsement. Except as permitted by law, You may not modify any of the Content and You may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell Content, Marks or any information contained on the Services. Except as authorized under applicable laws, You are responsible for obtaining permission before reusing any copyrighted material that is available on the Services. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify the Content or Marks in any way without Wheels' prior written consent. You shall not use the Content or Marks or any language, pictures or symbols in any manner whatsoever which could, in Wheels' judgment, imply Wheels' endorsement, sponsorship, or affiliation of such use where such endorsement, sponsorship, or affiliation does not exist. You will not remove any copyright, trademark or other proprietary notices or materials found on the Vehicles or Services.

7. Releases; Limitation of Liability; Assumption of Risk; Indemnification

7.1. Releases. **IN EXCHANGE FOR BEING ALLOWED TO USE ANY OF THE SERVICES, INCLUDING YOUR USE OF ANY VEHICLES AND OTHER EQUIPMENT OR RELATED INFORMATION PROVIDED BY WHEELS, YOU (ACTING FOR YOU AND FOR ALL OF YOUR FAMILY, HEIRS, AGENTS, AFFILIATES, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS) HEREBY FULLY AND FOREVER WAIVE, RELEASE, HOLD HARMLESS, PROMISE NOT TO SUE, AND DISCHARGE ALL RELEASED PERSONS (DEFINED BELOW) FROM ANY AND ALL CLAIMS (ALSO DEFINED BELOW) THAT YOU HAVE OR MAY HAVE AGAINST ANY RELEASED PERSON ARISING OUT OF IN ANY WAY RELATED TO YOUR USE OF**

THE SERVICES OR USE OF THE VEHICLES. Such releases are intended to be general and complete releases of all Claims. The Released Persons may plead such releases as a complete and sufficient defense to any Claim, as intended third party beneficiaries of such releases.

(a) Definitions.

(i) **"Claims"** means collectively, and without limitation, 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 pre-litigation, pre-trial, at trial, on appeal, or otherwise), damages of any kind whatsoever (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, non-asserted, fixed, conditional, or contingent) that arise from or relate to (i) any of the Services, including any of the Vehicles, equipment or related information and/or (ii) Your use of any of the foregoing, including without limitation Your Use of any Vehicles.

(ii) **"Released Persons"** means, collectively, Wheels and all of its owners, managers, affiliates, employees, agents, representatives, successors, and assigns and to the fullest extent permitted by law any municipality (including its elected and appointed officials, officers, employees, agents, contractors, and volunteers) which has contracted with Wheels to provide the Services.

7.2. Waiver of California Civil Code Section 1542. You expressly agree and acknowledge that You may discover facts or law different from, or in addition to, the facts or law that You know or believe to be true with respect to the Claims and the Released Persons. Nonetheless, You expressly agree and acknowledge that Section 7.1 and Section 7.3 shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of them. **YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542 ARE EXPRESSLY WAIVED.** California Civil Code Section 1542 provides:

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

You also agree to waive any similar or analogous rights under the laws of any other state.

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

OR INABILITY TO USE, ANY OF THE SERVICES, (III) YOUR BREACH OF THIS AGREEMENT AND ANY RELEASE, INCLUDING BUT NOT LIMITED TO YOUR VIOLATION OF ANY PROHIBITED ACT SET OUT IN THE AGREEMENT, OR YOUR VIOLATION OF ANY LAW, OR OF GOOD SAFETY PRACTICES, (IV) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION BY YOU OR BY WHEELS OR ANY RELEASED PERSON, (V) YOUR FAILURE TO WEAR A BICYCLE HELMET OR OTHER PROTECTIVE GEAR OR CLOTHING WHILE USING VEHICLE, OR THE FAILURE OF SUCH HELMET OR PROTECTIVE GEAR OR CLOTHING TO PREVENT DEATH OR INJURY, OR (VI) 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 WHEELS, OR ANY OF THE OTHER RELEASED PERSONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS.

7.4. Voluntary Assumption of the Risk. You are solely and fully responsible for the safe operation of the vehicle at all times. You understand that this release and other sections in this Agreement describe and relate to the risks relating to Your use of the Services and Use of the Vehicles. You affirm that You have read, understand, and accept the entire release and the Agreement. You agree that the Vehicles are machines that may malfunction, even if properly maintained, and that such malfunction may cause injury. You further agree that, before any Use of a Vehicle, You will perform the safety inspection described in Section 2.15, and You will not Use a Vehicle that fails the safety inspection and will immediately notify Wheels of such failure. You agree that Using a Vehicle involves many inherent, obvious and not-so-obvious risks, dangers, and hazards which may result in injury or death to You or to 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, buildings, objects, potholes, curbs, pavement cracks, ruts, uneven or unstable roadways or bike paths, light rail or rail road tracks, weather/road conditions, animals, road kill, vegetation, component malfunction or failure, the possibility of criminal or other third-party acts or omissions, negligent acts 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, including without limitation Your Use of the Vehicles, causes any injury or damage to another person or property, than 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 Use a Vehicle, You assume full and complete responsibility for all related foreseeable and unforeseeable risks, dangers, and hazards, and You agree that Wheels, 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 Vehicle itself.

7.5. Indemnification. You agree to defend, indemnify, and hold harmless the Released Persons from and against any and all Claims, including all consequences,

demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, attorneys' fees, judgments, suits settlements, and/or disbursements of any kind, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown, that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Released Person, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) Your use or misuse of the Services, including without limitation Your Use of the Vehicles; (ii) Your activities in connection with Your use of the Services, including without limitation Your Use of the Vehicles; (iii) Your breach or alleged breach of this Agreement; (iv) Your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with Your use of the Services (including without limitation Your Use of the Vehicles) or Your activities in connection with the Services; and (vii) any misrepresentation made by You (all the foregoing "**Losses**"). You will cooperate as fully required by the Released Persons in the defense of any of the foregoing. Notwithstanding the foregoing, the Released Persons retain the exclusive right to settle, compromise, and pay any and all Claims or Losses, with all costs to be covered by You. Released Persons reserve the right to assume the exclusive defense and control of any Claims or Losses, with all costs to be covered by You. You will not settle any Claims or Losses without, in each instance, the prior written consent of an officer of a Released Persons.

8. Disclaimers.

8.1. Disclaimer of Warranties. **TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITH RESPECT TO YOUR USE OF ANY OF THE SERVICES, VEHICLES OR RELATED EQUIPMENT, WHEELS AND ALL OTHER RELEASED PERSONS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8.2. Service Provided As-Is. **ALL OF THE SERVICES, VEHICLES, AND RELATED EQUIPMENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" (AND YOU RELY ON THEM SOLELY AT YOUR OWN RISK).** The Released Persons hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to:

(a) the Services (including the Vehicles, the Content, and the equipment rented through the Services);

(b) the functions, features, or any other elements on, or made accessible through the Services;

(c) any instructions offered, referenced, or linked through the Services, or that any information (including instructions) on the Services is accurate, complete, correct, adequate, useful, timely or reliable;

(d) whether the Services or the servers that make the Services available are free from any harmful components (including viruses, Trojan horses, or other technologies that could adversely impact Your use of the Services or Your personal property;

(e) whether any defects to or errors on the Services will be repaired or corrected;

(f) whether the Services will be available at any particular time or location, or whether Your access to the Services will be uninterrupted; and

(g) whether Your use of the Services, including without limitation Your Use of the Vehicles, is lawful in any particular jurisdiction.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions' laws are applicable. However, in those jurisdictions, Wheels expressly disclaims any and all warranties to the fullest extent permitted by applicable law.

9. Notice. You may contact **Wheels Labs, Inc.** by writing or emailing as follows:

8730 Sunset Blvd., Suite 290
Los Angeles, California 90069
support@wheels.co

10. **BINDING ARBITRATION; CLASS ACTION WAIVER.**

10.1. Dispute Resolution. Certain portions of this Section 10 are deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act ("**FAA**"). You and Wheels expressly agree and intend that this Section 10 satisfies the "writing" requirement of the Federal Arbitration Act. This Section 10 can only be amended by mutual agreement.

10.2. Informal Resolution of Disputes and Excluded Disputes. If any Claim or Losses arises out of or relates to the Services or this Agreement, then You and Wheels agree to send notice to the other providing a reasonable description of the Claim or Losses, along with a proposed resolution of it. Wheels notice to You will be sent to You based on the most recent contact information that You provide Wheels. If no such information exists or if such information is not current, Wheels has no obligation under this Section 10.2. For a period of sixty (60) days from the date of receipt of notice from the other party, You and Wheels will engage in a dialog to attempt to resolve the Claim or Losses, though nothing will require either You or Wheels to resolve the Claim or Losses on terms with respect to which You and Wheels, in each of our sole discretion, are not comfortable.

10.3. **BINDING ARBITRATION AND CLASS ACTION WAIVER.** If You and Wheels cannot resolve a Claim or Losses, within sixty (60) days of the receipt of the notice, then You agree that that any such Claim or Losses and all other disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement are void or voidable, or whether a claim is subject to arbitration relating to Your use of the Services or Your Use of the Vehicles, will be resolved by binding arbitration, rather than in court. The FAA, not state law, shall govern the arbitrability of such disputes, including the class action waiver below. However, You and Wheels agree that California state law or United States federal law shall apply to, and govern, as appropriate, any

and all Claims or Losses arising between You and Wheels regarding this Agreement and the Services, including Your Use of the Vehicles, whether arising or stated in contract, statute, common law, or any other legal theory, without regard to choice of law principles. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator must follow the terms of this Agreement as a court would. This Section 10 and provisions on binding arbitration and class action waiver shall survive any termination of Your Account or the Services.

(a) Initiating Arbitration. To begin an arbitration proceeding, You must send a letter requesting arbitration and describing Your claim to Wheels at 8730 Sunset Blvd., Suite 290, Los Angeles, California 90069. The arbitration will be conducted by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. Payment of all filing, administration and arbitrator fees will be governed by JAMS's rules. The arbitration shall take place in San Jose, California or at such other venue (and pursuant to such procedures) as is mutually agreed upon. You can obtain JAMS procedures, rules, and fee information as follows: JAMS: 800.352.5267 and <http://www.jamsadr.com>.

(b) Fees. You and Wheels will pay the administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require Wheels to pay a greater portion or all of such fees and costs in order for this Section 10 to be enforceable, then Wheels will have the right to elect to pay the fees and costs and proceed to arbitration. Arbitration rules may permit You to recover attorneys' fees. Wheels will not seek to recover attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

(c) **Class Action Waiver. YOU AND WHEELS EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. YOU AND WHEELS EACH AGREE THAT SUCH PROCEEDING SHALL TAKE SOLELY BY MEANS OF JUDICIAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.**

(d) Exclusions; Venue. Notwithstanding the agreement to resolve all disputes through arbitration, You or Wheels may bring suit in court to enjoin infringement or other misuse of intellectual property rights (including patents, copyrights, trademarks, trade secrets, and moral rights, but not including privacy rights). You or Wheels may also seek relief in small claims court for Claims or Losses within the scope of that court's jurisdiction. In the event that the arbitration provisions above are found not to apply to You or to a particular Claim or Losses, either as a result of Your decision to opt-out of the arbitration provisions or as a result of a decision by the arbitrator or a court order, You agree that the venue for any such Claim or dispute is exclusively that of a state or federal court located in Santa Clara County, California. You and Wheels agree to submit to the personal jurisdiction of the courts located within

Santa Clara County, California for the purpose of litigating all such Claims, Losses or any other disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement or Your use of the Services in the event that the arbitration provisions are found not to apply. In such a case, should Wheels prevail in litigation against You to enforce its rights under this Agreement, Wheels shall be entitled to its costs, expenses, and reasonable attorneys' fees (whether incurred at or in preparation for trial, appeal or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which Wheels may be entitled.

(e) **Limited Time to File Claims.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WHEELS WANT TO ASSERT A DISPUTE AGAINST THE OTHER, THEN YOU OR WHEELS MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH HEREIN) **WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES OR IT WILL BE FOREVER BARRED.**

Commencing means, as applicable: (i) by delivery of written notice as set forth herein; (ii) filing for arbitration with JAMS as set forth herein; or (iii) filing an action in state or federal court. This provision will not apply to any legal action taken by Wheels to seek an injunction or other equitable relief in connection with any Losses (or potential Losses) relating to the Services, any Content, intellectual property rights of Wheels, and/or Wheels' operation of the Vehicles and/or Services.

(f) Your Right to Opt-Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of Your decision to opt-out to: support@wheels.co with the subject line "WHEELS ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of Your first use of the Services, otherwise You shall be bound to arbitrate any disputes in accordance with the terms of this Agreement providing for binding arbitration. If You opt-out of these arbitration provisions, Wheels also will not be bound by them.

11. Miscellaneous.

11.1. Reservation of Rights. Wheels reserves the right, without any limitation to: (i) investigate any suspected breach of the Services' security or information technology or other systems or networks; (ii) investigate any suspected breach of this Agreement; (iii) investigate any information obtained by Wheels in connection with reviewing law enforcement databases or complying with criminal laws; (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters; (v) prosecute violators of this Agreement; and (iv) discontinue the Services, in whole or in part, or suspend or terminate Your access to it, in whole or in part, without notice, for any reason and without any obligation to You or any third party. Any suspension or termination will not affect Your obligations to Wheels under this Agreement.

11.2. Waivers. No waiver or any breach of any provision this Agreement is a waiver of any other breach or of any other provision of this Agreement. To the extent permitted by applicable law, You agree to waive, and You hereby waive, any applicable

statutory and common law that may permit a contract to be construed against its drafter.

11.3. Headings. The headings within this Agreement are a matter of convenience and for reference purposes only. The headings are not to be used as an aid in interpretation or in any way define, limit, construe or describe the scope or intent of such section.

11.4. Survival. All sections, which by their context ought to survive this Agreement, shall survive any termination or expiration of this Agreement.

11.5. Severability. If a court deems any provision of this Agreement, including but not limited to the binding arbitration and class action waiver provisions, illegal or otherwise unenforceable for any reason, You agree that such provision shall be severed from the Agreement and shall be inoperative, and the remainder of the Agreement shall remain operative and shall be binding on the parties.

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

11.7. Updates to Terms. **AS THE WHEELS SERVICES EVOLVE, THE TERMS AND CONDITIONS UNDER WHICH WHEELS OFFERS SERVICES MAY BE MODIFIED. AS SUCH, YOU EXPRESSLY AGREE TO THE FOLLOWING:**

(a) At any time and from time to time, and without Your consent, Wheels may unilaterally amend, modify, or change this Agreement, in its sole discretion and without any notice or cause. Wheels may cease offering the Services under the terms for which they were previously offered.

(b) Whenever a change is made to this Agreement, Wheels will post a notification on the Platform. You agree that the revised Agreement will be effective as to new use and transactions as of the time that such updates are posted, or such later date as may be specified in them or in any other notice to You by Wheels.

(c) You agree to check the Platform and keep the contact information that You provide to Wheels up to date. You agree that any update to this Agreement and notice to You via such contact information is a reasonable manner of providing You notice. In the event any notice to You of new, revised or additional terms is determined to be insufficient, the prior agreement between You and Wheels shall continue until sufficient notice to establish a new agreement occurs.

(d) 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 can reject any new, revised or additional terms by discontinuing use of the Services and related services.

11.8. California Consumer Rights. Residents of California are entitled to the following specific consumer rights information: You may contact the Complaint

Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 400 R St., Suite 1080, Sacramento, California, 95814, by telephone at (916) 445-1254, or visit their website at <http://www.dca.ca.gov>.

11.9. Final Agreement. This Agreement constitutes the sole and entire agreement between the You and Wheels with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.