

Flow Down - Additional Terms For Grover Business Terms

Company, as agreed to in the Grover Business Terms, is authorized by Grover to sublease its electronics to its employees or agents. As a condition to its subletting of high-risk items, such as e-scooters and drones, Company agrees to flow down, or present to, its end-users terms substantially similar to these below. Notwithstanding the foregoing, any federal regulatory requirements must be flowed down verbatim.

1. Special Terms and Conditions of Use for Drones

The use of drones must comply with the relevant laws, regulations and rules as specified by the Federal Aviation Administration (“FAA”) as well as the manufacturer's operating instructions.

The end-user must assure that he/she:

- flies a drone for purely recreational purposes (enjoyment); Flying the drone for any non-recreational purpose is strictly forbidden as this is subject to different requirements as regulated under Part 107 rules (14 CFR Part 107 Small Unmanned Aircraft Systems). follows the safety guidelines of an FAA-recognized Community Based Organization (CBO);
 - Note: FAA has not yet begun officially recognizing CBOs. Recreational flyers are directed to follow the safety guidelines of existing aeromodeling organizations or use the FAA provided safety guidelines per Advisory Circular 91-57B.
- has familiarized himself with the contents of the user manual prepared by the manufacturer;
- keeps the drone within the visual line of sight or uses a visual observer who is co-located (physically next to) and in direct communication with him;
- gives way to and does not interfere with manned aircraft;
- flies at or below 400' in controlled airspace (Class B, C, D, and E) only with prior authorization by using LAANC or DroneZone;
- flies at or below 400 feet in Class G (uncontrolled) airspace; Note: Flying drones in certain airspace is not allowed. Classes of airspace and flying restrictions can be found on the FAA's B4UFLY app or the UAS Facility Maps webpage.
- takes The Recreational UAS Safety Test (TRUST) and carries proof of test passage.
- complies with applicable registration requirements, i.e. registers with FAA as a drone operator and affixes his registration number on the drone, as exemplified by FAA here **(to be removed before the drone is returned to Grover)** and carries proof of registration when flying;

- exercises the necessary duty of care particularly but not limited to ensuring that he - unless required differently on an exceptional basis - does not use the drone over crowds of people and in inclement weather conditions, does not operate a drone under the influence of drugs or alcohol and does not interfere with emergency response or law enforcement activities
- observes the relevant data protection requirements when recording, publishing and distributing image and video recordings produced with the help of drones and safeguards the privacy rights of persons depicted on these recordings.
- complies with the minimum age requirements (as prescribed a minimum age of 13 years);

In case the end-user violates any of these rules, and/or operates in a dangerous manner, he may be subject to FAA enforcement action. For further information, please read Advisory Circular 91-57B.

2. Special Terms and Conditions of Use for e-Scooters

The use of e-Scooters is state-specific. Each end-user must familiarize themselves with the regulations of their state.

Regulations include:

- Whether a driver license is required;
- The minimum age the driver must be;
- Whether bicycle lanes or road lanes may be used;
- The maximum allowable speed; and
- Whether a helmet is required.

In many jurisdictions, driving on the sidewalk is prohibited, and a maximum speed limit must be obeyed.

3. Assumption of Risk; Waiver and Release of Claims.

End-user acknowledges that (a) there are risks associated with the use of the services/products; (b) the products may be used by other people both before and after end-user's use of such products; (c) end-user's use of certain products may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial or total paralysis, other ailments that could cause serious disability, mental or physical anguish, or death. End-user agrees on behalf of themselves, their personal representatives and their heirs, to expressly assume all risks and accept all responsibility for any accident, personal injury, property damage, death or disability that they may suffer as a result of using the services/products for any such injuries, losses, and/or damages.

End-user hereby expressly agrees to waive and release Grover from any and all claims (including those in contract, tort (including negligence), statutory and/or any other grounds), including without limitation claims for or relating to any accident, personal injury, property damage, death or disability that may be suffered as a result of using our services or products. The waiver and release includes any claims for injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial or total paralysis, other ailments that could cause serious disability, mental or physical anguish, or death.