

Zebra Terms of Service

Effective Date: October 10, 2019

Last Updated: September 2, 2020

Version: 2

Welcome and thank you for your interest in Turbo Technology, Inc. D/B/A Zebra. Please read this Terms of Service, and any additional terms incorporated by reference herein (collectively, the “**Terms**”) carefully. The Terms govern your access and use of all products and services provided by Zebra, including, without limitation, (i) this website and any other websites of Zebra (the “**Site**”), (ii) Zebra’s proprietary software application accessible via a mobile device (the “**App**”), (iii) Zebra’s shared transportation vehicles, including electric motor-Zebra (each a “**MOPED**” or “**Vehicle**”), and (iv) any other equipment, products or services provided by Zebra in connection with the rental or use of the MOPEDs or enabled via the Site or App (collectively, the “**Services**”). The terms “we”, “our”, “us”, “Zebra”, and “Zebra Now” refer to Turbo Technology, Inc. D/B/A Zebra. The terms “you” and “your” refer to individuals visiting the Site, the App, and/or using the Services (including individuals who have registered for an account on the App to rent MOPEDs, who are referred to as “**Users**”). Please note that users of the “**Zebra On Demand**” service are also subject to the “**Zebra On Demand Addendum**” found below. **We use the term ‘MOPED’ as a generic reference to a two-wheeled, motorized vehicle. It does not convey any legal conclusion or recommendation regarding the requirements to operate this vehicle under local laws. Zebra intends for all customers to comply with their local jurisdiction regarding licensing, registration and safety requirements before riding.**

IF YOU SUBSCRIBE TO THE SERVICES, THEN YOU WILL BE CHARGED THE INITIAL SUBSCRIPTION FEE FOR THE INITIAL TERM. AFTER THE INITIAL TERM, THE SUBSCRIPTION WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL ONE (1) MONTH SUBSCRIPTION PERIODS AT THE APPLICABLE RENEWAL FEE FOR SUCH SUBSCRIPTION UNTIL YOU CANCEL YOUR SUBSCRIPTION IN ACCORDANCE WITH SECTION 10.1 BELOW.

PLEASE NOTE: SECTION 14 OF THIS AGREEMENT GOVERNS HOW DISPUTES BETWEEN YOU AND ZEBRA CAN BE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IT CONTAINS A BINDING AND FINAL ARBITRATION PROVISION AND CLASS ACTION WAIVER. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

BY CLICKING ON THE “I ACCEPT” BUTTON , COMPLETING THE REGISTRATION PROCESS , AND/OR BROWSING THE WEBSITE OR DOWNLOADING THE APP, YOU EXPRESSLY ACKNOWLEDGE THAT (1) YOU HAVE READ, UNDERSTAND AND AGREE, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THE AGREEMENT, INCLUDING ALL POLICIES OF THE SITE AND APP THAT ARE INCORPORATED BY REFERENCE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH ZEBRA, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS PERSONALLY OR ON BEHALF OF A ZEBRA OR OTHER LEGAL ENTITY THAT YOU HAVE NAMED AS THE USER AND TO BIND THAT ENTITY TO THE TERMS. **IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT ACCESS OR USE – AND ARE NOT AUTHORIZED TO ACCESS OR USE – THE SITE OR SERVICES.** Without limiting the foregoing, the Services are not intended for individuals under the age of 18. If you do not qualify for the Services, please do not attempt to register for, or use, the Services.

Your use of, and participation in, certain Services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in the Terms or will be presented to you for your acceptance when you sign up to use the supplemental Service. Such Supplemental Terms include, but not limited to the Zebra On Demand Addendum. If the Terms are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Terms and any applicable

Supplemental Terms are referred to herein as the “**Agreement**”.

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY ZEBRA IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Zebra will make a new copy of the Terms available at the Site and within the App and any new Supplemental Terms will be made available from within, or through, the affected Service on the Site or within the App. We will also update the “Last Updated” date at the top of the Terms. If we make material changes to the Terms, we may (and, where required by law, will) also provide notification of changes in another way that we believe is reasonably likely to reach you, such as via e-mail if you have an Account (as defined in Section 3.1) or another manner through the Service (which may include posting an announcement on our Site). Zebra may require you to provide consent to the updated Terms in a specified manner before further use of the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you will stop using the Services. Otherwise, your continued use of the Site, the App and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT TERMS.

1. GENERAL RENTAL AND USE OF MOPEDS.

1.1 Rental Types. Zebra offers two types of rental Services to Registered Users (as defined in Section 3.1) –subscriptions and short-term rentals (based on hourly and daily rates). Registered Users who register for a subscription rentals are referred to as “**Subscribers**” for purposes of these Terms. Registered Users renting MOPEDs through the Zebra On Demand are referred to as “**Short Term Renters**” for purposes of these Terms. This Agreement will apply to both Subscribers and Short Term Renters, unless specifically stated otherwise in the Agreement or in the Zebra On Demand Addendum.

1.2

Availability. Rentals are only available in a few select markets at this time. Zebra reserves the right to suspend or terminate the rental program at any time, for any reason, including removing the Services from specific markets. You acknowledge that the Services may not be available in your current location. Your registration as a Subscriber does not guarantee that you the Services are currently available in your location.

1.3

Zebra On Demand. All Subscribers agree that, as a part of their subscription, they may partake in Zebra On Demand as a provider of short term rentals.

Please refer to the attached Zebra On Demand Addendum for further information.

1.4

Delivery and Return of MOPED. Zebra will deliver and pick-up the MOPED for Monthly Subscribers at a location designated by Subscriber. Each Registered User shall be responsible for ensuring that all keys are properly secured in accordance with Zebra’s instructions. Such location must be reasonably located and accessible within the city it was rented. Zebra reserves the right to charge a fee for delivery or pick-up services at its discretion. Such fee shall be communicated in advance of such service; except if the MOPED is deemed, in Zebra’s sole discretion, as abandoned without notice, at which time you will be responsible for all associated fees until MOPED is recovered, in addition to a pick-up fee to cover the cost of recovering the MOPED and related equipment. Registered Users must return all accessories and equipment provided to you by Zebra (the “**Ancillary Products**”), except expressly stated otherwise, with the MOPED. Registered User is responsible for all costs associated with the failure to timely return MOPED or any equipment and any damage, other than normal wear and tear.

1.5

You are the Sole User of Site and Services. You and Zebra are the only parties to this Agreement and, as such, you are the only permitted operator of the MOPED rented under your Account. You agree that you will not permit any other person, either alone or with you, to use the MOPED rented through your Account or any other Services offered to you by Zebra. Notwithstanding the foregoing, you are permitted to

allow Short Term Renters to operate the MOPED when rented from you through Zebra's Zebra On Demand services.

1.6

You are at least 18 years of age. The Services are not intended for persons under 18 years of age. By using the Services, you affirm that you are at least 18 years of age. If you are under the age of 18, you must not use, access, or register for the Services.

1.7

You have performed a Safety Check prior to operating the MOPED. Prior to operating the MOPED, you agree to perform a basic safety check of the MOPED, which includes inspection of the MOPED for signs of tampering, damage beyond normal wear and tear, mechanical issues or other maintenance c o n c e r n s .

You agree not to operate any MOPED in which you have identified a safety issue and notify Zebra immediately of such issue. Additionally, you are responsible for the safe use of any Ancillary Products and must check their condition before each use. If any Ancillary Product is found not to be in good condition or working order, you should not use such Ancillary Product and should promptly notify Zebra and request a replacement.

1.8

You are a Competent MOPED Operator. You represent and warrant that you are familiar with how to operate the MOPED and are physically fit to operate the MOPED. You represent and warrant that you do not have any health or medical issues that would make your use of the MOPED unsafe in any manner.

1.9

You have and will maintain a good driving record. Operating a MOPED under this Agreement requires maintaining a good driving record, and therefore, Zebra may, from time to time, check Registered User's driving records and reserves the right to terminate an Account at any time, without notice, if Registered User's driver's license is suspended, revoked, invalid or if the Registered User is convicted of driving under the influence of drugs or alcohol or while intoxicated, of reckless driving, or driving more than twenty (20) miles per hour over the legal speed limit. You shall promptly notify Zebra in the event that your driver's license is suspended, revoked or invalid or if convicted of driving under the influence of drugs or alcohol or while intoxicated, of reckless driving, or driving more than twenty (20) miles per hour over the legal speed limit.

1.10 You have completed an Orientation performed by Zebra and been cleared by Zebra to operate the MOPED. You agree to complete a training provided by Zebra, provided at no additional charge, meant to orient Users with the MOPEDs and appropriate use of the MOPEDs (the "**Orientation**"). Such training may include, but not limited to, video, animations, and other visuals with text and verbal instructions on our Site or App or onsite trainings. An Account will not be activated until a User successfully completes the Orientation. Successful completion is determined solely at Zebra's discretion.

1.11 MOPEDs are only intended for limited uses. You agree not to use the MOPED for racing, mountain riding, stunt or trick riding. You agree not to use the MOPED on any unpaved roads, highways, through water, through uneven terrain, through unsafe traffic conditions, or in any location where use of MOPEDs is illegal, prohibited and/or considered a nuisance. You acknowledge that Zebra does not provide or maintain roads for your use of the MOPED. Zebra makes no representations or warranties in connection with the condition of any roads, routes or other thruways you may wish to access with your rented MOPED.

You will wear proper safety equipment while operating the MOPED. Zebra provides a DOT approved helmet with each subscription and Subscribers will provide such DOT approved helmets to Short Term Renters who rent Subscriber's MOPED through Zebra On Demand. You agree that you will wear such helmet, or other helmet approved by DOT, CPSC, Snell, ANSI or ASTM and ensure that the helmet is fitted and fastened according to the manufacturer's instructions.

1.13

The MOPED is the exclusive property of Zebra. You agree that the MOPED and any Ancillary Product, including without limitation, the detachable battery and wall charger, shall remain at all times the exclusive property of Zebra. A free DOT approved helmet is provided with each subscription. The helmet shall remain the property of Zebra for the first two months of your subscription, after which the helmet shall be your exclusive property. If you should cancel your subscription prior to the end of two (2) months, or elect not to renew your subscription, you must return the helmet along with the MOPED and other Ancillary Products.

1.14

You will use the MOPED in compliance with all laws, rules and regulations and in accordance with all "rules of the road." You are responsible for being familiar with any applicable laws, rules, regulations or ordinances for the area you are operating the MOPED and agree to strictly comply with such laws, rules, regulations and ordinances.

You agree to obey all street signs, rights-of-way signals and other markings while operating the MOPED and act with courtesy and respect to all third-parties during such use.

1.15

You will return the MOPED in the same condition as rented, with the exception of normal wear and tear.

1.16 Prohibited Acts.

(a)

You will not be a distracted user of the MOPED. You agree not to operate the MOPED while using a cellular telephone, text messaging device, portable music player or similar device that may lead to a distraction and affect your ability to safely operate the MOPED.

(b) You will not operate the MOPED with any impediments that affect your ability to safely operate the MOPED. You agree that you will not place any objects on the MOPED other than in the designated storage area located at the back of the MOPED nor will you hold any objects while operating the MOPED if such action will impede your ability to safely operate the MOPED.

(c) You will not operate the MOPED in hazardous conditions. You are responsible for determining whether conditions, including, without limitation, weather, visibility, traffic, terrain, roads and other pathways, are safe for operating the MOPED. We advise you to use caution and adjust your riding behavior appropriately to adapt for any adverse conditions.

(d) You will not operate the MOPED if you are impaired in any way. You agree not to operate the MOPED while under the influence of any drug, alcohol, medication or other substance that would impair your ability to safely operate the MOPED.

(e) You will not carrying a second person or child on the MOPED.

(f) You will not use any locking mechanism on the MOPED, other than those provided by Zebra.

(g) You will not use the MOPED for commercial purposes. You agree that

you will not use the MOPED for commercial purposes, including without limitations for hire and reward, rideshares, advertising, or food delivery, other than in connection with the Services offered through the Site (i.e. short term rentals by other Registered Users) through Zebra On Demand.

(h) **You will not tamper with, alter or vandalize the MOPED in any way.**

(i) **You will not exceed the weight and cargo limits, as set forth by Zebra on its Site.** The weight limit for safely riding the MOPED is 295 lbs.

(j) **You will not park the MOPED in violation of any parking prohibitions nor will you park in any location or in a manner that prevents Zebra from either locating or accessing the MOPED.** You agree you will not park the MOPED on unauthorized private property, or in heavy traffic areas.

1.17

Geographical Locations. Certain geographic restrictions may apply with respect to your rental and use of the MOPED, as may be further communicated to you via the App, Site, Services or otherwise, including a mileage cap imposed by the MOPED's restricted battery life. If you are a Subscriber and are moving from the address registered to your Account, you must immediately contact Zebra and inform them of your new address and the home location of the MOPED. Zebra reserves the right to cancel any subscriptions if the new location is outside the city it was rented.

1.18

Reporting Damages and Crashes. You agree to report all accidents, crashes, damage and personal injuries as soon as possible to Zebra at hello@zebranow.com. If such incident involves personal injury or property damage, you agree to file a report with the local authorities within twenty-four (24) hours of the incident.

1.19

Insurance and Responsibility for Damages/Injuries. YOUR RENTAL DOES NOT INCLUDE ANY COLLISION, COMPREHENSIVE OR OTHER INSURANCE COVERAGE FOR YOU. You remain 100% responsible for any damage that occurs to any MOPED that you rent regardless of who is at fault, including without limitation, any natural disaster, earthquake, fire, flood, tsunami, riot, government action, or other natural or man-made disaster. In the event that a third party is responsible for damages, you understand and agree that you remain solely responsible to pursue the at-fault driver or the at-fault driver's insurance provider (the legal term for this is "subrogation"), and that Zebra has no responsibility to pursue or assist in pursuing any third party. Zebra will only administer its own damage protection plans. Zebra cannot assist you with filing a claim with your insurance company, although you will have access to all the information necessary to do so. Neither Zebra, nor its insurers, cover expenses for your pain or suffering, your medical costs, or any other consequential or emotional damages you may suffer, and you knowingly waive any claims to such damages by entering this Agreement. If you cause property damage or injure

someone as a user of the MOPED, you are solely responsible for all such damages or injuries. NOTE: YOUR AUTOMOTIVE INSURANCE POLICY MAY NOT COVER ACCIDENTS INVOLVING OR DAMAGE TO THE MOPED. YOU SHOULD CONTACT YOUR AUTOMOTIVE INSURANCE COMPANY OR AGENT WITH ANY QUESTIONS REGARDING COVERAGE. If at the time of rental you purchase a collision damage waiver for an additional fee, as further described in Section 1.20 (the "**Optional Coverage**"), a portion of total damages will be covered.

1.20

Optional Coverage. You have the option to purchase a collision damage waiver for an additional fee, as described below (the "**Optional Coverage**"). Zebra may require certain Registered Users, at its sole discretion, to obtain such Optional Coverage. Zebra offers the following limited collision protection

package:

(a)

The Zebra Basic Package: Zebra will cover damages to the rented MOPED in any collision or comprehensive claims, and you only will be responsible for paying the first \$500 in damages or applicable deductible. The Collision Protection Package also covers towing expenses related to a damage claim.

If you intentionally conceal or misrepresent any material fact or circumstance relating to the Optional Coverage, any claims or the rental agreement, then the Optional Coverage purchased is void and Zebra, or its insurance providers, shall have no obligation to insure or indemnify you in any manner.

1.21

Lost or Stolen Products. MOPED and related equipment will be deemed lost or stolen if: (a) MOPED is not at the designated location at the scheduled time that you had scheduled a pick-up by Zebra; (b) MOPED's GPS unit is disabled; (c) Zebra, reasonably and in good faith determines, based on the facts and circumstances that a MOPED and/or related equipment has been lost or stolen; (d) MOPED is parked on private property, in a locked area, or other non-public space after rental subscription or short-term rental terminates; or (e) MOPED moves more than thirty (30) feet after a subscription has terminated or a short-term rental has ended and Zebra, at its sole discretion, has reason to believe such movement was not caused by another Registered User or authorized third party. User and Zebra agree that the last Registered User to use the MOPED will be responsible for any lost or stolen MOPED or related equipment, unless there is reason to think otherwise based on the sole, reasonable and good faith determination by Zebra based on the facts and circumstances. If deemed lost or stolen, Zebra will have the authority to take any action it deems appropriate with respect to such Registered User, including, but not limited to, obtaining restitution and other compensation and damages it deems appropriate and filing a police report with the local authorities. You agree that any data generated from Zebra's computer systems is conclusive evidence of the last Registered User of MOPED. You shall immediately report any suspected disappearance or theft to Zebra at hello@zebranow.com.

1.22

Traffic Violations and Enforcements. You agree that you are solely responsible for any cost and/or expense and assume all risks related to traffic violations and/or related fines, citations, impound charges and lost key charges, including in connection with unauthorized or improper parking. You agree and acknowledge that Zebra may cooperate with law enforcement to provide any information necessary as request or otherwise required. You agree that Zebra may, in its sole discretion, pay any tickets, fines, citations, penalties or impound charges on your behalf directly to the appropriate authority and bill User for any associated costs or expense as a fee to your Account, plus a reasonable administration fee. If Zebra uses a third-party collection and/or administrative agent to resolve any of the above, you agree to pay such related costs and collection charges upon demand without protest. You agree to pay and authorize us to automatically charge the credit/debit card provided to pay for these costs and fees, in addition to a \$50 per occurrence administration fee.

1.23

Charging MOPEDs. All Subscribers are provided a MOPED with the detachable battery, a DOT approved helmet and wall charger. Subscribers agree that when providing MOPEDs to Short Term Renters, they shall provide the Short Term Renter the MOPED, detachable battery fully charged, and DOT approved helmet that were provided by Zebra. You understand that operation of the MOPED requires periodic charging of the battery and that the battery charge will decrease with use of the MOPED over both time and distance. Any battery charge decrease may affect the speed or other operational capacities of the MOPED. Zebra does not guarantee the level of charge on any MOPED at the time the rental is initiated or the rate at which the battery charge level may decrease. Such rate of decrease is dependent on a variety of

factors, including but not limited to road conditions and weather. You are responsible for checking the battery's charge level and ensuring that enough power is present prior

to operating the MOPED. You acknowledge that the MOPED may run out of power and cease operation at any time during your use of the MOPED, including prior to reaching your intended destination.

1.24

Common Carrier Limitations. You agree that Zebra is not a common carrier. There are alternative means of public and private transportation available to you individually and the general public. Zebra provides MOPEDs as a convenience only.

1.25

Operating Hours and Availability. Your use of the MOPED and other Services may be limited to certain hours and availability. You agree that Zebra may impose, at any times, such restrictions it deems necessary.

2.

USE OF THE SERVICES AND ZEBRA PROPERTIES. The App, the Site, the Services, and the information and content available on the Site and in the App and the Services (as these terms are defined herein) (each, a “**Zebra Property**” and collectively, the “**Zebra Properties**”) are protected by copyright laws throughout the world. Subject to the Agreement, Zebra grants you a limited license to reproduce portions of Zebra Properties for the sole purpose of using the Services. Unless otherwise specified by Zebra in a separate license, your right to use any and all Zebra Properties is subject to the Agreement.

2.1

App License. Subject to your compliance with the Agreement, Zebra grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the App on a single mobile device or computer that you own or control and to run such copy of the App solely to use the Services. Furthermore, with respect to any App accessed through or downloaded from the Apple App Store (an “**App Store Sourced App**”), you will only use the App Store Sourced App (a) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (b) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service. Notwithstanding the first sentence in this section, with respect to any App accessed through or downloaded from the Google Play store (a “**Google Play Sourced App**”), you may have additional license rights with respect to use of the App on a shared basis within your designated family group.

2.2

Updates. You understand that Zebra Properties are evolving. As a result, Zebra may require you to accept updates to Zebra Properties that you have installed on your computer or mobile device. You acknowledge and agree that Zebra may update Zebra Properties with or without notifying you. You may need to update third-party software from time to time in order to use Zebra Properties.

2.3

Certain Restrictions. The rights granted to you in the Agreement are subject to the following restriction: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit Zebra Properties or any portion of Zebra Properties, including the Site; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Zebra Properties (including images, text, page layout or form) of Zebra; (c) you shall not use any metatags or other “hidden text” using Zebra’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Zebra Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Site (except that we grant the operators of public search engines revocable permission to

use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you shall not access Zebra Properties in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of Zebra Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in Zebra Properties. Any future release, update or other addition to Zebra Properties shall be subject to the Agreement. Zebra, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of any Zebra Property terminates the licenses granted by Zebra pursuant to the Agreement.

2.4

Third-Party Materials. As a part of Zebra Properties, you may have access to materials that are hosted by another party. You agree that it is impossible for Zebra to monitor such materials and that you access these materials at your own risk.

3. REGISTRATION.

3.1

Registering Your Account. In order to access certain features of Zebra Properties, including the rental and use of the MOPEDS, you will be required to become a Registered User. For purposes of the Agreement, a “**Registered User**” is a user who has registered an account on the Site (“**Account**”).

3.2

Registration Data. In registering an account on the Site or App, you agree to provide true, accurate, current, and complete information about yourself as requested in any registration forms required by Zebra (the “**Registration Data**”), including information necessary to run a credit check. By registering for an account, you authorize Zebra to run a credit check to verify your information and evaluate creditworthiness. You also agree to update the information about yourself promptly, and as necessary, to keep it current and accurate. If messages sent to an email address provided by you are returned as undeliverable or if payment information provided is incorrect, Zebra reserves the right to terminate your account immediately with or without notice to you and without any liability to you or any third party. You represent that you are (l) at least eighteen (18) years old; (m) of legal age to form a binding contract; and (n) not a person barred from using Zebra Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of Zebra Properties by minors. You are responsible for any use of your credit card or other payment instrument (e.g., PayPal) by minors. You may not share your Account or password with anyone, and you agree to (y) notify Zebra immediately of any unauthorized use of your password or any other breach of security and (z) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Zebra has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, Zebra has the right to suspend or terminate your Account and refuse any and all current or future use of Zebra Properties (or any portion thereof) and the MOPEDE. You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account per platform or SNS at any given time. Zebra reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party’s rights. You agree not to create an Account or use Zebra Properties if you have been previously removed by Zebra, or if you have been previously banned from any of Zebra Properties.

3.3

Your Account. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Zebra.

3.4

Necessary Equipment and Software. You must provide all equipment and software necessary to connect to Zebra Properties, including but not limited to a mobile device that is suitable to connect with and use Zebra Properties, in cases where the Services offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing Zebra Properties. We do not guarantee that our mobile Services can be accessed through all wireless devices or service plans or are available in all geographical locations. By providing your cellphone number and using the Services, you hereby affirmatively consent to our use of your cellphone number for calls and texts in order to perform and improve upon the Services. Zebra will not assess or charge for any calls or texts, but standard message charges or other charges from your wireless carrier may apply. You may opt out of receiving text messages from us by emailing hello@zebranow.com or by replying to a text message with the word STOP. You acknowledge and agree that notwithstanding your request to opt out from such messages, Zebra may still send and you may still receive text messages reasonably required for the proper conduct of the Services. If you do not wish to receive any messages from Zebra, you must terminate your Account, as applicable, and/or cease using the Services.

4. RESPONSIBILITY FOR CONTENT.

4.1

Types of Content. You acknowledge that any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through Zebra Properties (collectively, “**Content**”), including Zebra Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not Zebra, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available (“**Make Available**”) through Zebra Properties (“**Your Content**”), and that you and other Registered Users of Zebra Properties, and not Zebra, are similarly responsible for all Content that you and they Make Available through Zebra Properties (“**User Content**”).

4.2

No Obligation to Pre-Screen Content. You acknowledge that Zebra has no obligation to pre-screen Content (including, but not limited to, User Content), although Zebra reserves the right in its sole discretion to pre-screen, refuse or remove any Content.

By entering into the Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications.

In the event that Zebra pre-screens, refuses or removes any Content, you acknowledge that Zebra will do so for Zebra’s benefit, not yours. Without limiting the foregoing, Zebra shall have the right to remove any Content that violates the Agreement or is otherwise objectionable.

4.3

Storage. Unless expressly agreed to by Zebra in writing elsewhere, Zebra has no obligation to store any of Your Content that you Make Available on Zebra Properties.

Zebra has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of Zebra Properties. Certain Services may enable you to specify the level at which such Services restrict access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content. If you do not choose, the system may default to its most permissive setting. You agree that Zebra retains the right to create reasonable limits on Zebra's use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described on the Site and as otherwise determined by Zebra in its sole discretion.

5. OWNERSHIP.

5.1

Zebra Properties. Except with respect to Your Content and User Content, you agree that Zebra and its suppliers own all rights, title and interest in Zebra Properties.

You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any Zebra Properties.

5.2

Trademarks.

and all related graphics,

logos, service marks and trade names used on or in connection with any Zebra Properties or in connection with the Services are the trademarks of Zebra and may not be used without permission in connection with your or any third-party products or services. Other trademarks, service marks and trade names that may appear on or in Zebra Properties and the MOPEDs are the property of their respective owners.

5.3

Other Content. Except with respect to Your Content, you agree that you have no right, title, or interest in or to any Content that appears on or in Zebra Properties.

5.4

Your Content. Zebra does not claim ownership of Your Content. However, when you as a Registered User post or publish Your Content on or in Zebra Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

5.5

License to Your Content. Subject to any applicable account settings that you select, you grant Zebra a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content (in whole or in part) for the purposes of operating and providing Zebra Properties to you and to our other Registered Users. Please remember that other Registered Users may search for, see, use, modify and reproduce any of Your Content that you submit to any "public" area of Zebra Properties. You warrant that the holder of any worldwide

intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not Zebra, are responsible for all of Your Content that you Make Available on or in Zebra Properties.

5.6

Username. Notwithstanding anything contained herein to the contrary, by submitting Your Content

to any forums, comments or any other area on Zebra Properties, you hereby expressly permit Zebra to identify you by your username (which may be a pseudonym) as the contributor of Your Content in any publication in any form, media or technology now known or later developed in connection with Your Content.

5.7

Your Profile. Any Content posted by you in your profile may not contain nudity, violence, sexually explicit, or offensive subject matter as determined by Zebra in its sole discretion. You may not post or submit for print services a photograph of another person without that person's permission.

5.8

Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Zebra through its suggestion, feedback, wiki, forum or similar pages ("**Feedback**") is at your own risk and that Zebra has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Zebra a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of Zebra Properties, Services and/or Zebra's business.

6. USER CONDUCT.

6.1 Cheating and Hacking. You agree that you will not, under any circumstances:

(a) Use cheats, exploits, automation software, bots, hacks, mods or any unauthorized software designed to modify or interfere with any Zebra Properties;

(a) Interfere with or damage Zebra Properties, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology;

(b) Modify or cause to be modified any files that are a part of Zebra Properties;

(c) Disrupt, overburden, or aid or assist in the disruption or overburdening of: (i) any computer or server used to offer or support Zebra Properties; or (ii) the enjoyment of Zebra Properties by any other person;

(a) Institute, assist, or become involved in any type of attack, including, but not limited to, distribution of a virus, denial of service attacks upon Zebra Properties, or other attempts to disrupt Zebra Properties or any other person's use or enjoyment of Zebra Properties;

(b) Attempt to gain unauthorized access to Zebra Properties, accounts registered to others, or to the computers, servers or networks connected to Zebra Properties by any means other than the user interface provided by Zebra, including, but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device or software that is part of Zebra Properties;

(d) Access, tamper with or use non-public areas of Zebra Properties, Zebra's computer systems, or the technical delivery systems of Zebra's providers;

(e) Attempt to probe, scan, or test the vulnerability of any Zebra system or network, or breach any security or authentication measures;

(f) Disrupt or interfere with the security of, or otherwise cause harm to, Zebra Properties, systems, resources, accounts, passwords, servers or networks connected to or accessible

through Zebra Properties or any affiliated or linked sites; or

(j) Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Zebra or any of Zebra's providers or any other third party (including another user) to protect Zebra Properties.

6.2 Commercial Activities. You agree that you will not, under any circumstances (except to the extent expressly authorized by the Agreement):

(a) Reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purpose any portion of Zebra Properties (including your Account), or access to or use of Zebra Properties;

(g) Upload, post, e-mail, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation in connection with any Zebra Property;

(b) Use Zebra Properties or any part thereof for any commercial purpose, including, but not limited to, communicating or facilitating any commercial advertisement or solicitation;

(h) Engage in any chain letters, contests, junk email, pyramid schemes, spamming, surveys or other duplicative or unsolicited messages (commercial or otherwise) in connection with Zebra Properties; or

(i) Market any goods or services for any business purposes on or in connection with any Properties. Zebra

6.3 Unauthorized Use or Access. You agree that you will not, under any circumstances:

(a) Interfere or attempt to interfere with the proper functioning of Zebra Properties or connect to or use Zebra Properties in any way not expressly permitted by the Agreement;

(c) Systematically retrieve data or other content from Zebra Properties to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods or through the use of bots, crawlers, spiders, or otherwise;

(d) Use, display, mirror or frame Zebra Properties, or any individual element within Zebra Properties, Zebra's name, any Zebra trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Zebra's express written consent;

(e) Use any unauthorized software that accesses, intercepts, "mines" or otherwise collects information from or through Zebra Properties or that is in transit from or to Zebra Properties, including, but not limited to, any software that reads areas of RAM or streams of network traffic used by Zebra Properties;

(b) Intercept, examine or otherwise observe any proprietary communications protocol used by a client, a server or Zebra Properties, whether through the use of a network analyzer, packet sniffer or other device;

(f) Make any automated use of Zebra Properties, or take any action that imposes or may impose (in Zebra's sole discretion) an unreasonable or disproportionately large load on the infrastructure for Zebra Properties;

(g) Bypass any robot exclusion headers or other measures Zebra takes to restrict access to Zebra Properties, or use any software, technology or device to send content or messages, scrape, spider or crawl Zebra Properties, or harvest or manipulate data;

(c) Use, facilitate, create, or maintain any unauthorized connection to Zebra Properties, including, but not limited to: (i) any connection to any unauthorized server that emulates, or attempts to emulate, any part of Zebra Properties; or (ii) any connection using programs, tools or software not expressly approved by Zebra;

(i) Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide Zebra Properties;

(d) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through Zebra Properties;

(c) Upload, post, e-mail, transmit or otherwise make available any material that

contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(e) Solicit or attempt to solicit personal information from other users of Zebra Properties;

(f) Use Zebra Properties to collect, harvest, transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;

(b) Forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, or in any way use Zebra Properties to send altered, deceptive or false source-identifying information; or

(j) Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, but not limited to, clear GIFs, 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").

6.4 General. In connection with your use of Zebra Properties, you shall not:

(a) Make Available any Content that, in Zebra's sole discretion, (i) is unlawful, tortious, defamatory, vulgar, obscene, libelous, or racially, ethnically or otherwise objectionable; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening, or promotes violence or actions that are threatening to any other person; or (v) promotes illegal or harmful activities;

(b) Harm minors in any way;

(c) Impersonate any person or entity, including, but not limited to, Zebra personnel, or falsely state or otherwise misrepresent your affiliation with a person or entity;

(d) Make available any Content that you do not have a right to Make Available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);

(k) Make Available any Content that infringes the rights of any person or entity, including without limitation, any patent, trademark, trade secret, copyright, privacy, publicity or other proprietary or contractual rights;

(e) Intentionally or unintentionally violate any applicable local, state, national or international law or regulation, or any order of a court;

(f) Register for more than one Account or register for an Account on behalf of an individual other than yourself;

(g) Stalk or otherwise harass any other user of our Zebra Properties; or

(i) Advocate, encourage or assist any third party in doing any of the

foregoing activities in this section.

7. INVESTIGATIONS. Zebra may, but is not obligated to, monitor or review Zebra Properties and Content at any time. Without limiting the foregoing, Zebra shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the Agreement or any applicable law. Although Zebra does not generally monitor user activity occurring in connection with Zebra Properties or Content, if Zebra becomes aware of any possible violations by you of any provision of the Agreement, Zebra reserves the right to investigate such violations, and Zebra may, at its sole discretion, immediately terminate your license to use Zebra Properties, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

8. INTERACTIONS WITH OTHER USERS.

8.1 Registered User Responsibility. You are solely responsible for your interactions with other

Registered Users and any other parties with whom you interact; provided, however, that Zebra reserves the right, but has no obligation, to intercede in such disputes. You agree that Zebra will not be responsible for any liability incurred as the result of such interactions. YOU UNDERSTAND THAT ZEBRA DOES NOT CURRENTLY CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS USERS. ZEBRA ALSO DOES NOT INQUIRE INTO THE BACKGROUNDS OF ITS REGISTERED USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS REGISTERED USERS. ZEBRA MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF REGISTERED

USERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE REGISTERED USERS.

8.2 Content Provided by Other Users. Zebra Properties may contain User Content provided by other Registered Users. Zebra is not responsible for and does not control User Content. Zebra has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Content. You use all User Content and interact with other Registered Users at your own risk.

9. THIRD-PARTY SERVICES.

9.1 Third-Party Websites, Apps and Ads. Zebra Properties may contain links to third-party websites (“**Third-Party Websites**”) and applications (“**Third-Party Apps**”) and advertisements for third parties (“**Third-Party Ads**”). When you click on a link to a Third-Party Website, Third-Party App or Third-Party Ad, we will not warn you that you have left Zebra Properties and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Third-Party Apps and Third-Party Ads are not under the control of Zebra. Zebra is not responsible for any Third-Party Websites, Third-Party Apps or Third-Party Ads. Zebra provides these Third-Party Websites, Third-Party Apps and Third-Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, Third-Party Apps or Third-Party Ads, or any product or service provided in connection therewith. You use all links in Third-Party Websites, Third-Party Apps and Third-Party Ads at your own risk. When you leave our Site, the Agreement and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Apps, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third-party.

9.2 App Stores. You acknowledge and agree that the availability of the App and the Services is dependent on the third party from whom you received the App license, e.g., the Apple App Store or Google Play (each, an “**App Store**”). You acknowledge that the Agreement is between you and Zebra and not with the App Store. Zebra, not the App Store, is solely responsible for Zebra Properties, including the App, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the App, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with Zebra Properties, including the App. You agree to comply with, and your license to use the App is conditioned upon your compliance with all terms of agreement imposed by the applicable App Store when using any Zebra Property, including the App. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Agreement and will have the right to enforce it.

10. FEES AND PURCHASE TERMS.

10.1 Fees.

(a) Subscribers.

(i) You must provide Zebra with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) (“**Payment Provider**”) as a condition to becoming a Subscriber. If you activate a subscription, you authorize Zebra to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. Zebra will charge Subscribers an initial subscription fee for the applicable subscription term that, until cancelled, will automatically renew for additional 1-month terms at the applicable renewal fee to your Payment Provider on file (the initial term and each renewal month, a “**Subscription Period**”). Subscriber will be responsible for the initial subscription fee at the time such Registered User creates an Account and selects the subscription services. For information on the subscription fees, please see our [] page.

(ii) Your subscription will continue indefinitely until terminated in accordance with the Agreement. After your initial Subscription Period, and again after any subsequent Subscription

Period, your subscription will automatically commence on the first day following the end of such period (each a “**Renewal Commencement Date**”). The subscription will continue unless and until you cancel your subscription or Zebra terminates it. You must cancel your subscription before it renews in order to avoid billing of the next periodic renewal fee to your account. You agree that your subscription will be subject to this automatic renewal feature unless you cancel your subscription prior to the Renewal Commencement Date, by contacting Zebra at hello@zebranow.com. If you do not wish your subscription to renew automatically, or if you want to change or terminate your subscription, please contact Zebra at hello@zebranow.com. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term; and your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. [For clarity, you do not have the right to terminate your subscription during the initial subscription term for a refund, however you may request such early termination, and if granted by Zebra, Zebra may provide a refund, which in no event will exceed the amount that would be charged at the then-current monthly subscription rate,]

(iii) By subscribing, you authorize Zebra to charge your Payment Provider now and again at the beginning of any subsequent subscription period. Upon renewal of your subscription, if Zebra does not receive payment from your Payment Provider, (a) you agree to pay all amounts due on your Account upon demand and/or (b) you agree that Zebra may either terminate or suspend your subscription and Account and continue to attempt to charge your Payment Provider until payment is received (upon receipt of payment, your Account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received).

(iv) Zebra reserves the right to determine pricing for the subscription, and Zebra will make reasonable efforts to keep pricing information published on the website up to date. We encourage you to check our website periodically for current pricing information. Zebra may change the fees for any subscription, including renewal fees, if Zebra gives you advance notice of changes before they apply. If you do not agree to a change to renewal fees, you or Zebra may cancel the applicable subscription before such revised renewal fees apply, and your subscription will not be renewed after your then-current term expires.

10.2 Short Term Renters.

(a) Subject to the MOPED availability, Short Term Renters may use the MOPED in accordance with the pricing described in the App, which may include a ride start fee, fees based on distance or time (with time rounded up to the nearest minute), and/or a required minimum fee. Pricing is subject to change. In each case, fees and other charges may be subject to applicable taxes and other local government charges, which may be charged and collected by Zebra. Zebra will charge the Short Term Renters (through credit, or debit card or through another agreed payment method).

(g) All Short Term Renters must provide Zebra with a valid credit, debit card or prepaid card number and expiration date or other valid payment method information. Short Term Renter represents and warrants to Zebra that Short Term Renter is authorized to use any credit, debit or prepaid card or other payment method information Short Term Renter furnishes to Zebra. By providing your payment method, you agree that Zebra is authorized to charge you for your ride and any other fees incurred by Short Term Renter under the Terms, including all applicable governmental and regulatory charges and applicable sales and other taxes.

(h) Rental time will be calculated from the moment of unlocking the Zebra through the App until the Short Term Renter receives the confirmation through the App that the ride has been ended. If you end the ride incorrectly, this may result in the ride not being terminated. If the ride is not ended properly, the ride will continue and the Short Term Renter will continue to be charged. If you have technical issues terminating a ride for any reason, you should report this to Zebra through the App immediately. Failure to report an issue in terminating a ride may result in continued charges.

10.3

Ancillary Products. Zebra may from time to time accept offers for Ancillary Products offered through the Services. You agree to pay for such products at the time you place an order. All orders will be delivered to the shipping address provided.

10.4

Payment. Your Payment Provider agreement governs your use of the designated credit card account, and you must refer to that agreement and not the Terms to determine your rights and liabilities. By providing Zebra with your credit card, debit card or prepaid card number and associated payment information, you agree that Zebra is authorized to immediately invoice your Account for all fees and charges due and payable to Zebra hereunder and that no additional notice or consent is required. You agree to immediately notify Zebra of any change in your billing address or the credit card, debit card or prepaid card number used for payment hereunder. Zebra reserves the right at any time to change its prices and billing methods, either immediately upon posting on Zebra Properties or by e-mail delivery to you.

10.5

No Refunds. Except as set forth in the Agreement, all fees for the Services are non-refundable. No contract will exist between you and Zebra for the Services until Zebra accepts your order by a confirmatory e-mail, SMS/MMS message, or other appropriate means of communication.

10.6

Loss and Damage Costs and Fines. You understand that Zebra will automatically charge you and you agree to pay and authorize us to charge the credit/debit card provided for any loss or damage that occurs during your rental and for administrative fees associated with these issues, in accordance with the terms of this Agreement, including any amount you are responsible for under the Optional Coverage purchased. If we are unable to charge your credit/debit card for the charges listed above, for any reason, Zebra may use other legal means to recover funds, including without limitation, retaining a debt collection agency, arbitration or other legal action.

10.7 Free Trials and Other Promotions.

(a) Any free trial or other promotion that provides Registered User level access to the Services must be used within the specified time of the trial. At the end of the trial period, your use of that Service will expire and any further use of the Service is prohibited unless you pay the applicable subscription fee. If you are inadvertently charged for a subscription, please contact Zebra to have the charges reversed.

(b) Zebra may, in its sole discretion, create referral and/or promotional codes (“**Promo Codes**”) that may be redeemed for discounts on future Services, or other features or benefits related to the Services and/or a third party provider’s services, subject to any additional terms that Zebra establishes. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise), unless expressly permitted by Zebra; (iii) may be disabled by Zebra at any time for any reason without liability to Zebra; (iv) may only be used pursuant to the specific terms that Zebra establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Zebra reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by you or any other user in the event that Zebra determines or believes that the use of the referral system or use or redemption of the Promo Code was in error, fraudulent, illegal, or otherwise in violation of this Agreement.

10.8

Advertising Revenue. Zebra reserves the right to display Third-Party Ads before, after, or in conjunction with User Content posted on the Services, and you acknowledge and agree that Zebra has no obligation to you in connection therewith (including, without limitation, any obligation to share revenue received by Zebra as a result of such advertising).

10.9

Disputes. Unless otherwise provided by the applicable payment processor or payment platform

used in connection with your payment for Services, you must notify us in writing within thirty (30) days after receiving your credit card statement if you dispute any of our charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address: hello@zebranow.com. DURING SUCH TIME AS THE DISPUTED CHARGES ARE OUTSTANDING, ZEBRA RESERVES THE RIGHT TO SUSPEND A REGISTERED USER ACCOUNT.

10.10 Delinquent Accounts. Any Account which is delinquent will be suspended or terminated solely at Zebra's discretion. Any payment option which is rejected may result in suspension or termination of an Account solely at Zebra's discretion. You must notify Zebra in the event of a payment option on record being changed, expiring, or being no longer valid and replace it with a valid payment option. Zebra may seek third party assistance with unpaid or delinquent accounts if you do not pay outstanding charges. In addition, if your account continues to be delinquent, for any reason, five (5) days after the first day of any month, Zebra reserves the right to proceed in taking steps to regain possession of any MOPED in your possession.

11. INDEMNITY.

11.1 General Indemnification. You agree to indemnify, defend, and hold harmless Zebra and its parent, subsidiaries, affiliates, investors, sublicensees or any related companies, licensors and suppliers, and their respective directors, officers, employees, agents, representatives, contractors (the "**Zebra Parties**"), and assigns, from all damages, injuries, liabilities, costs, fees and expenses (including, but not limited to, attorneys' fees and court costs) arising from or in any way related to: (1) your use or misuse of the Services, including the MOPEDs; (2) Your Content, including Zebra's or any other Registered User's use of Your Content consistent with this Agreement; (3) your breach, alleged breach, or other violation of this Agreement, including any representations, warranties and covenants herein; (4) your violation, or alleged violation, of (a) the rights of any other person or entity, including, but not limited to, claims that any of Your Content infringes or violates any third-party intellectual property rights or other proprietary rights and (b) any laws, rules, regulations, statutes, ordinances, codes, or orders of any governmental or quasi-governmental authorities.

11.2 Notwithstanding the foregoing, Zebra reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Zebra if Zebra, in its reasonable discretion, concludes that you are not adequately protecting Zebra's interests or are incapable of protecting Zebra's interests, and you agree to cooperate with Zebra's defense of these claims. You agree not to settle any matter without the prior written consent from Zebra. Zebra will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

12. DISCLAIMERS.

12.1 General Disclaimers. THE SERVICES, USER CONTENT, AND ANY THIRD PARTY CONTENT, SOFTWARE OR APPS MADE AVAILABLE ON OR THROUGH OR IN RELATION TO THE SERVICES, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," "WITH ALL FAULTS" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. YOU AGREE YOUR USE OF THE SERVICES, INCLUDING THE MOPED IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE ZEBRA PARTIES HEREBY DISCLAIM ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AS TO THE SERVICES, INCLUDING THE MOPEDS AND RELATED EQUIPMENT.

(a) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ZEBRA, AN EMPLOYEE OR REPRESENTATIVE OF ZEBRA OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

(b) THE ZEBRA PARTIES DO NOT WARRANT THAT THE SERVICES OR ANY PART THEREOF, OR ANY PRODUCTS OR CONTENT OFFERED THROUGH THE SERVICES, (1) WILL MEET YOUR REQUIREMENTS; (2) WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED; OR (3) THAT THE RESULTS OBTAINED FROM SAME WILL BE ACCURATE OR RELIABLE.

(c) YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH THE SERVICES OR ANY ASSOCIATED SITES OR APPS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM USED IN CONNECTION WITH THE SERVICES) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA. THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS.

(d) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. ZEBRA MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

(e) FROM TIME TO TIME, ZEBRA MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT ZEBRA'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

12.2

For Users of MOPEDs. ZEBRA SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF, OR DAMAGE TO, ANY GOODS IN OR ON THE MOPED, INCLUDING YOUR MOBILE DEVICE THAT IS RUNNING THE APP, NOR SHALL IT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THIRD PARTIES FOR THE ACTIONS TAKEN BY YOU DURING THE PERIOD YOU ARE RESPONSIBLE FOR A MOPED.

Approval of an Account does not guarantee the availability of a MOPED for your use. The use of the MOPED is subject to availability, on a first-come, first-served basis, and although Zebra makes an effort to meet the demand for MOPEDs by Registered Users, Zebra cannot guarantee that supply will be adequate to provide an MOPED to you at any given time. Zebra cannot and does not guarantee the availability or functionality of a Zebra MOPED, whether or not reserved, and shall not be responsible for any direct, indirect, incidental or consequential damages or injuries arising from the reservation, non-availability, supply, operation or use of a Zebra MOPED, even if it has been advised of the possibility of such damages.

12.3 No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT ZEBRA PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD ZEBRA PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. ZEBRA PARTIES MAKE NO WARRANTY THAT THE GOODS OR SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. ZEBRA PARTIES MAKE NO WARRANTY REGARDING THE QUALITY OF ANY SUCH GOODS OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY USER CONTENT OBTAINED THROUGH THE SERVICES.

No Liability for Conduct of Other Users. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF SERVICES. YOU UNDERSTAND THAT ZEBRA DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF SERVICES. ZEBRA MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF SERVICES. YOU AGREE TO TAKE

ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF SERVICES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

12.5

EXCLUSION OF WARRANTIES, ETC. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, REPRESENTATIONS OR CONDITIONS, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY IN FULL TO YOU. WHERE LEGISLATION IN A JURISDICTION IMPLIES IN THE TERMS ANY CONDITION OR WARRANTY THAT CANNOT BE EXCLUDED, ZEBRA'S LIABILITY FOR BREACH THEREOF SHALL BE LIMITED AT ZEBRA'S OPTION TO ONE OR MORE OF THE FOLLOWING: (1) WHERE THE BREACH OF THE CONDITION OR WARRANTY RELATES TO GOODS, THE REPLACEMENT OR REPAIR OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS OR PAYMENT OF THE COST OF DOING SO; AND (2) WHERE THE BREACH OF THE CONDITION OR WARRANTY RELATES TO SERVICES, THE SUPPLY OF SERVICES AGAIN, OR THE PAYMENT OF THE COST OF HAVING THEM SUPPLIED AGAIN.

13. RELEASES; LIMITATIONS OF LIABILITY; ASSUMPTION OF RISK.

13.1 Disclaimer of Certain Damages. IN NO EVENT WILL THE ZEBRA PARTIES BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT ZEBRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH: (1) THE USE OR ACCESS OF OR INABILITY TO USE OR ACCESS THE SERVICES, SITE, APP, OR THIRD PARTY SITES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH SERVICES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON SERVICES; OR (5) ANY OTHER MATTER RELATED TO SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A ZEBRA PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A ZEBRA PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A ZEBRA PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

IN ADDITION, TO THE EXTENT POSSIBLE UNDER APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT, THE ZEBRA PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIMS, INCLUDING THOSE ARISING OUT OF OR RELATED TO: (A) ANY RISK, DANGER OR HAZARD STATED IN THIS AGREEMENT; (B) YOUR USE OR INABILITY TO USE THE SERVICES; (C) FAILURE TO COMPLY WITH THE HELMET REQUIREMENTS UNDER SECTION 1.9; (D) YOUR BREACH OF THE AGREEMENT AND/OR VIOLATION OF ANY LAW, RULE OR REGULATION, INCLUDING RULES OF THE ROAD AND IN CONNECTION WITH PARKING RULES AND REGULATIONS; AND/OR (E) ANY NEGLIGENCE, MISCONDUCT AND/OR OTHER ACTION OR INACTION OF YOU OR ANY THIRD-PARTY. YOU WAIVE ALL CLAIMS IN CONNECTION WITH THE FOREGOING, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY AND IN EACH CASE WHETHER OR NOT ZEBRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS.

13.2 Cap on Liability. IN NO EVENT SHALL THE ZEBRA PARTIES BE LIABLE IN THE AGGREGATE FOR ANY CLAIMS IN EXCESS OF THE GREATER OF (A) ONE HUNDRED DOLLARS OR (B) THE AMOUNT OF FEES YOU HAVE PAID ZEBRA IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY. THE FOREGOING CAP ON LIABILITY

SHALL NOT APPLY TO LIABILITY OF A ZEBRA PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A ZEBRA PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A ZEBRA PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

13.3 Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

13.4 Release of Liability/Assumption of Risk. You acknowledge that the use of the MOPED, as well as other equipment, products and services relating to the rental and use of the MOPED is an inherently dangerous recreational activity. You acknowledge that such use involves both obvious and not-so-obvious risks, hazards and dangers that could result in injury or death to User or other persons and/or damage to property. Such risks, hazards and dangers cannot always be predicted or avoided. You acknowledge that MOPEDs are machines that could malfunction, even if properly maintained and such malfunction could cause injury. You agree that you are solely and wholly responsible for the safe operation of the MOPED and related equipment, products and services at all times. By using the MOPED and related equipment, products and services, you are assuming full and complete liability for all related risks, hazards and dangers, including, but not limited to: (a) other vehicles and objects; (b) pedestrians; (c) traffic; (d) malfunction of MOPED or any component of MOPED; (e) weather conditions; (f) road conditions; (g) failure to follow applicable laws, rules and regulations when operating the MOPED; (h) performing any prohibited acts listed in this Agreement (including the prohibitions listed in Section 1); (i) failure to perform a safety check prior to operating the MOPED in accordance with Section 1.7; (j) failure to wear a helmet as described in Section 1.12; (k) failure to conform with any other restriction listed in Section 1; and (l) any negligent acts or omissions by any party or a third party.

You hereby release Zebra and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of Zebra Properties, including but not limited to, any interactions with or conduct of other Users or third-party websites of any kind arising in connection with or as a result of the Agreement or your use of Zebra Properties. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party". The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by a Zebra or for Zebra's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Site or any Services provided hereunder.

ANY USE OF A ZEBRA MOPED THAT IS PROHIBITED BY THIS AGREEMENT (1) VOIDS ALL INSURANCE, ACCIDENT, OR LIABILITY COVERAGES PROVIDED IN THE THIS AGREEMENT, INCLUDING THE OPTIONAL COVERAGE, OR ANY OTHER COLLISION DAMAGE WAIVER (WHERE PERMITTED BY LAW); (2) MAKES THE MOPED SUBJECT TO IMMEDIATE RECOVERY BY ZEBRA WITHOUT NOTICE TO YOU; AND (3) MAKES YOU RESPONSIBLE FOR ALL LOSS OR DAMAGE TO, OR CONNECTED WITH THE MOPED, INCLUDING ZEBRA'S EXPENSES, TO THE EXTENT THAT SUCH LOSS OR DAMAGE IS DUE TO SUCH PROHIBITED USE.

13.5 Limitation and Exclusion of Liability or Damages; Basis of the Bargain.
CERTAIN

JURISDICTIONS AND APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR CERTAIN DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IN SUCH CASES, YOU AGREE THAT BECAUSE SUCH WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND ZEBRA, AND ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE

BARGAIN BETWEEN YOU AND ZEBRA, ZEBRA'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU UNDERSTAND AND AGREE THAT ZEBRA WOULD NOT BE ABLE TO OFFER THE SERVICES TO YOU ON AN ECONOMICALLY FEASIBLE BASIS WITHOUT THESE LIMITATIONS. THE LIMITATIONS OF CLAIMS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ZEBRA AND YOU.

14. DISPUTE RESOLUTION – ARBITRATION & CLASS ACTION WAIVER (U.S. USERS)

Dispute Resolution. Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires you to arbitrate disputes with Nebula and limits the manner in which you can seek relief from us.

14.1

Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of the Site, to any products and Services sold or distributed through the Site, or to any aspect of your relationship with Zebra, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or Zebra may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement will apply, without limitation, to all claims that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.

14.2

Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent R.J. Napolitano at Turbo Technology, Inc. D/B/A Zebra 111 New Montgomery St., Floor 7, San Francisco, CA 94105. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, will be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims will be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available

at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at (800) 352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Zebra will pay them for you.

In addition, Zebra will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous.

14.3

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

14.4

Authority of Arbitrator. The arbitrator will have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Zebra. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

14.5

Waiver of Jury Trial. YOU AND ZEBRA HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Zebra are instead electing that all claims and disputes will be resolved by arbitration under this Arbitration Agreement, except as specified in Section 14.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow the Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

14.6

Waiver of Class or Other Non-Individualized Relief. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then the claim must be severed from the arbitration and brought into the State or Federal Courts located in the Commonwealth of Massachusetts. All other claims will be arbitrated.

14.7 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: hello@zebranow.com, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Zebra username (if any), the email address you used to set up your Zebra account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

14.8 Severability. Except as provided in subsection 15.5, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts will be of no force and effect and will be severed and the remainder of the Arbitration Agreement will continue in full force and effect.

14.9

Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Zebra.

14.10

Modification. Notwithstanding any provision in the Agreement to the contrary, we agree that if Zebra makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Zebra at the following email address: hello@zebranow.com.

15. TERM AND TERMINATION

15.1

Term. The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use Zebra Properties, unless terminated earlier in accordance with the Agreement. Notwithstanding the foregoing, you acknowledge and agree that the Agreement commenced on the earlier of your first use of Services or the date you accepted the Agreement.

15.2

Termination by Zebra for Cause. Zebra has the right to, immediately and without notice, suspend or terminate any Services provided to you (a) if timely payment cannot be charged to your Payment Provider for any reason or other failure by you to pay any fees owed by you in connection with the Services, (b) if you have materially breached any provision of the Agreement, (c) if Zebra is required to do so by law (e.g., where the provision of the Site, the App, or the Services is, or becomes, unlawful), (d) discontinuance or material modification to the Services, (e) unexpected technical or security issues or problems, or (f) extended periods of account inactivity. You agree that all terminations for cause shall be made in Zebra's sole discretion and that Zebra shall not be liable to you or any third party for any termination of your account or access to the Services.

15.3

Termination by You. You are free to terminate your use of the Services at any time, effective immediately for Short Term Renters and at the end of the then current term for Subscribers. If you wish to terminate your Account, you may do so by notifying Zebra by sending an email to hello@zebranow.com and closing your Account for all of the Services that you use. THE SERVICES WILL CONTINUE AT THE END OF EACH SUBSCRIPTION PERIOD UNTIL YOU CANCEL YOUR SUBSCRIPTION IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 10.1.

15.4

Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. Zebra will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Agreement, which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

Additionally, you must immediately return to Zebra any MOPED or Ancillary Products you might have in your possession belonging to Zebra in accordance with any instructions provided by Zebra. You agree

to pay any attorneys' fees, court costs or costs of other legal procedures necessary for Zebra to recover any amounts due and owing, the Zebra MOPED or any other object you might have in your possession belonging to Zebra.

You shall be responsible for any fees or costs incurred up to and including the date of termination. In addition to all other rights and recourses set out in the Terms, Zebra reserves the right to impose service fees on you, in case of non-observance by you of any provision of this Agreement, in the manner and amounts specified in this Agreement.

15.5

No Subsequent Registration. If your registration(s) with or ability to access Services, or any other

Zebra community is discontinued by Zebra due to your violation of any portion of the Agreement or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access Services or any Zebra community through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those Services to which your access has been terminated. In the event that you violate the immediately preceding sentence, Zebra reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

16. MISCELLANEOUS

16.1

Jurisdiction. The Site and App are controlled and operated by Zebra from its offices within the State

of California and any country for which it operates MOPEDs. Zebra makes no representation that materials on the Site or App are appropriate or available for use in other locations. Those who choose to access or use the Site or App from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Access to the Site and App from jurisdictions where the contents or practices of the Services are illegal, unauthorized or penalized is strictly prohibited. Rental and Use of the MOPEDs are governed by the applicable laws and regulations of the geographic location where you access the App and rent the MOPEDs.

16.2

Electronic Communications. The communications between you and Zebra may take place via electronic means, whether you visit the Site or App or send Zebra e-mails, or whether Zebra posts notices on the Site or Apps or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Zebra in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Zebra provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("E- Sign").

16.3

Notice. Where Zebra requires that you provide an e-mail address, you are responsible for providing

Zebra with your most current e-mail address. In the event that the last e-mail address you provided to Zebra is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Zebra's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Zebra at the following email address: hello@zebranow.com.

16.4

Choice of law; Venue. THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF CALIFORNIA, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Zebra agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in San Francisco, California. The prevailing party to such dispute shall be entitled to recover its reasonable costs incurred in prosecuting or defending against such dispute, including its reasonable attorneys' fees and experts' fees.

16.5

Limitation Period. YOU AND ZEBRA AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE AGREEMENT, SERVICES OR THE CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

16.6

Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Unless stated otherwise, all remedies provided for in these Terms shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

16.7

Severability. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

16.8

Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Zebra without restriction. Any assignment attempted to be made by you in violation of this Agreement shall be void. This Agreement will be binding upon and inure to the benefit of the parties hereto, and permitted successors and assigns.

16.9

No Agency. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Zebra as a result of this Agreement or use of the Services.

16.10 Force Majeure. Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including, a significant failure of the Internet, fire, flood, acts of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, or civil or military authority.

16.11 Headings. The heading references herein are for convenience purposes only, do not constitute a part of this Agreement, and shall not be deemed to limit or affect any of the provisions hereof.

16.12 Entire Agreement. This is the entire agreement between you and Zebra relating to the subject matter herein and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

1

6

1

3

Export Control. You may not use, export, import, or transfer Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained Services, and any other applicable laws. In particular, but without limitation, Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using Services, you represent and warrant that (y) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (z) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Zebra are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Zebra products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

16.14 Accessing and Downloading the Application from iTunes. The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

(a) You acknowledge and agree that (i) the Agreement is concluded between you and Zebra only, and not Apple, and (ii) Zebra, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

(b) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

(d) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Zebra and Apple, any other

claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Zebra.

(d) You and Zebra acknowledge that, as between Zebra and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(e) You and Zebra acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Zebra and Apple, Zebra, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Agreement.

(c) You and Zebra acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

(f) Without limiting any other terms of the Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

16.15 Disclosures. The Services are offered by Zebra located at 1255 Howard St., San Francisco, CA 94103. You may contact us by sending correspondence to the foregoing address or by emailing us at hello@zebranow.com. If you are a California resident, you may have these Terms mailed to you electronically by sending a letter to the foregoing address with your electronic mail address and a request for these Terms.

16.16 Notice for California Users. Under California Civil Code Section 1789.3, California users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.

ZEBRA ON DEMAND ADDENDUM

Last Update: October 10, 2019

Through Zebra On Demand, Zebra offers Subscribers the option of renting the MOPED provided to Subscriber under their subscription for Services to Short Term Renters for short-term use, such as on a daily or weekly basis. Such Service is subject to this Addendum in addition to the Terms. Note all terms capitalized but not defined have the meaning given to them in the Terms.

1. RENTAL TERMS.

1.1 Subscribers.

(a) Use of sharing network platform. Subscribers are automatically enrolled in Zebra On Demand. Each Subscriber's MOPED is added to the pool of available rentals for Short Term Renters on Zebra On Demand. Short Term Renters request rentals from Subscribers through Zebra On Demand.

(d) Acceptance of Short Term Renters. Each Subscriber will have three (3) hours to either accept or reject a request for rental by a Short Term Renter. After three (3) hours, the request will be automatically rejected. Subscribers are free to accept or reject any rental request; however, Zebra reserves the right to terminate any subscriptions if it determines in its sole discretion that Subscriber is rejecting rental requests too frequently.

(e) Ancillary Products. Subscriber agrees to provide all Short Term Renters with the MOPED and all keys properly secured in the provided lockbox, the fully charged MOPED battery, and DOT approved helmet that was provided by Zebra to Subscriber ("**Related Equipment**"). If Related Equipment is not provided, Subscriber is responsible for any loss incurred by Zebra for such omission, including refunding Short Term Renter. Subscriber is solely responsible for any other property that is left in or on the MOPED upon the commencement of Short Term Renter's rental. Zebra is in no way responsible for any damage to Subscriber's property left in or on the MOPED.

1.2 Short Term Renters.

(a) Pick-up of MOPED. Upon pick-up of the MOPED, it is Short Term Renters responsibility to check that Related Equipment is provided alongside with the MOPED. If any Related Equipment is missing or the MOPED is not sufficiently charged, Short Term Renter shall notify Zebra and refrain from commencing operation of the MOPED.

(g) Return of MOPED. Short Term Renter must return MOPED to its original location, or at another location within reasonably close proximity and within visual distance of the original location, by the time originally designated in Short Term Renters' request, unless Subscriber agrees to an extension ("**Designated Time**"). Short Term Renter is responsible for properly securing all MOPED keys in the provided lockbox upon return of the MOPED. If an extension is agreed upon, then Short Term Renter must return MOPED to its original location by the time agreed to by Subscriber (the "**New Designated Time**"). If MOPED and Related Equipment is not returned within ten (10) minutes of the Designated Time or New Designated Time, then Short Term Renter shall be responsible for any repositioning costs incurred by Zebra to pick-up and return the MOPED to its original location.

2. SUBSCRIBER CREDIT

2.1

The Subscribers shall be eligible to receive a credit equal to 50% of the fees generated from the Short Term Renter's use of Subscriber's MOPED during the term of Subscriber's subscription to Services (the "**Subscriber Credit**"). Zebra shall issue the total Subscriber Credits at the end of each applicable month. All Subscriber Credits are calculated in Zebra's sole discretion. Any disputes in connection with the amount credited to a Subscriber must be raised within thirty (30) days of Zebra's issuance of the

Subscriber Credit to Subscriber. Subscriber agrees this is their sole compensation for their participation in Zebra On Demand.

3. TERMINATION OF ZEBRA ON DEMAND SERVICE. Zebra reserves the right to discontinue offering the Zebra On Demand service to its Users at any time for any reason.

Security Deposits

Zebra may require a security deposit to subscribe to rental Services ("Deposit"), in order to pay for loss of or damages to MOPEDs or Ancillary Products ("Damages"), to address any outstanding amounts payable to third parties in connection with your use of the MOPED or Ancillary Products, such as fines, citations, fees, tolls, tickets, violations ("Third Party Fees"), or to pay any unpaid balances you owe to Zebra ("Balances"). By subscribing, you authorize Zebra to charge or place a hold your credit card for the amount of the security deposit stated at the time of subscribing for the duration of your subscription and for thirty (30) days thereafter (the "Review Period"), and to charge any applicable Damages, Third Party Fees, or Balances against your Deposit.

Third Party Fees we are notified of during the Review Period may be charged against the Deposit. Damages are evaluated, assessed, and charged against the Deposit in accordance with our Damages Policy. Please see our Damages Policy for more information about how damages to the MOPED and Ancillary Products are documented, and charges are assessed: [Damage Policy](#). Note that while Zebra will make commercially reasonable efforts to promptly assess and notify you of any Damages or Balances, we are unable to control how promptly we are made aware of Third Party Fees, and you understand that you remain responsible for Third Party Fees, regardless of when Zebra is notified of such Third Party Fees.

If the Deposit is insufficient to satisfy all amounts due, then you agree to pay all charges in excess of the Deposit, either by cash, personal check, or by the payment instrument you provided. Without limiting the foregoing, Zebra retains the right, and you authorize Zebra, to charge the payment instrument you provided if you fail to pay Zebra for all amounts due within 48 hours of Zebra notifying you of such charges.

Any remaining balance of the Deposit after assessment of any applicable Damages and Balances, and any Third Party Fees we become aware of during the Review Period will be released automatically at the end of the Review Period. Note that releasing the Deposit will not be deemed or interpreted to waive any claims we may have with respect to any Damages, Balances, or Third Party Fees not discharged in full.