



MTA Powered Scooter Share Permit Program



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2. Evaluation Process - Application Review & Scoring

Permit Applications will be scored according to the Evaluation Scoresheet to determine which applicants qualify for a permit. Scored evaluation criteria primarily reflect questions from the Permit Application. Applicants can find more details on evaluation criteria in the accompanying Community Engagement Guidelines and Requirements, Data Reporting Guidelines and Requirements, Distribution Guidelines and Requirements, and Sustainability Guidelines and Requirements.

Criteria will be scored using the following rubric. Applicants must receive an average score of 2 or greater for each section, or will be disqualified from further evaluation.

- "1" ratings will be given to responses that include rudimentary solutions, demonstrating the minimum level of commitment and ability to solving known challenges and concerns and meeting the minimum requirements.
- "2" ratings will be given to responses that include basic or typical, but unexceptional solutions, demonstrating a moderate level of commitment and ability to solving known challenges and concerns and meeting the minimum requirements.
- "3" ratings will be given to responses that include significantly more detailed approaches demonstrating a higher level of commitment and ability to solving known challenges and concerns, and significantly exceeding the minimum requirements.
- "4" ratings will be given to responses that include robust, unique or innovative approaches demonstrating the highest level of commitment and ability to solving known challenges and concerns, and substantially exceeding the minimum requirements.

Scored criteria will then be summed for each section. Each application section will be given the following weight: Section A (5%), C (10%), D (10%), E (20%), F (10%), G (10%), H (15%), J (20%)

Overall application scores will be calculated based on these percentages.

A. Device Standards and Safety Assurances (5%)	Page
3. Commitments applicant makes to ensure that devices are safe for operation, and what applicant commits to do if a safety issue with device(s) is discovered	8
C. Pricing Structure (10%)	
1. Quality of low-income customer plan, and commitment to expanding affordable access	11
2. Quality of other discounted customer plans	11
3. Plan for achieving the goal of one low-income plan member for every five scooters authorized	11
4. Proposed rates, including any membership plans	11
5. Cash payment options	11
6. Plan for offering service to users without a smart phone	12
7. Strategy to employ variable rates (or other incentives) based on trip duration to prioritize short term trips, maximize fleet availability, and discourage overconcentration of scooters in the downtown core	12
8. Billing and customer service business rules for lost scooters	12
9. Plan for offering incentives for trips starting or ending along key transit lines or at transit hubs, including how applicant plans to advertise any incentives to users	12
10. Plan for promoting the low-income user plan	12
D. Operations Plan (10%)	
Rebalancing & Operations Plans	
1. Hours of operation	13
2. Storage of scooters during non-operational hours	13
8. Staffing and operations plan sufficient for scale of proposed operations	17
9. Plan for proper scooter parking	17
11. Commitments to modifying operations in response to a major transit issue	17
Distribution Strategy	
5. Methods for deploying and redistributing scooters consistent with Distribution Guidelines and Requirements	14
6. Proposed methods for avoiding overcrowding of scooters in high demand area(s)	17
Equitable Operations	
3. Service to Key Neighborhoods, as defined in the Distribution Guidelines and Requirements	13
4. Service to neighborhoods without existing powered scooter share service	13
7. Robustness of proposed Adaptive Scooter Pilot Plan, including proposed fleet size and service area, outreach plan to collaborate with disability rights organizations, and timeline and description of how applicant will strive to expand access to people with disabilities	17 + App K (p. 122)

E. Plan for Safe Scooter Riding & Parking (20%)		Page
Rider Safety Measures		
1.a. Robustness of education, incentives, training, scooter modifications, notification systems, infrastructure, etc. that you commit to implementing to ensure legal operation of scooters, and safety of users and those around them		18
1.b. Commitments to conveying information about proper parking to users on the mobile application and/or on the scooters, including detailed educational tools and reminders		19
1.c. Incentive programs applicant will implement to encourage riders to properly park scooters at bike racks or to the specifications described in the SFMTA's Powered Scooter Parking Requirements and General Guidelines (Appendix 1), including review of photographic records of proper parking, and rewards programs for consistent good parking behavior		18
1.d. Description of any fines or consequences for users who improperly park their scooters - including punitive measures like warnings or suspension of service - that you commit to issuing for patterns of bad parking behavior		19
1.e. Rider accountability measures you commit to implementing, and how you commit to monitoring compliance with applicable laws and regulations, including any penalties and/or technology innovations that allow monitoring, and what commitments you make to address noncompliant users		19
3. Description of commitments to ensure customers have a valid driver's license, and notification process for registered users who do not have licenses		19
4. Describe commitments to ensure that users wear a helmet while riding, including device innovations that make a helmet available as part of each rental		20
7. Describe how you commit to educate users on how to report a collision or other safety incident to you and appropriate authorities, including an option to report these issues at the end of every ride		21
Operator Accountability Measures		
1.f. Description of safety complaint investigation and resolution process		19
1.g. Additional measures you will phase in if initial approach does not achieve desired compliance		19
2. Quality of locking mechanism(s) to be deployed upon program launch that will allow scooters to be secured to fixed objects as specified in Appendix 1		19
5. Description of procedures for noncustomers to notify the company through phone, app, website, or email, if there is an improperly parked scooter, along with operator's response procedures, and commitments to logging complaints in the shared complaints database described in Appendix A #29		20
6. Description of procedures for responding to an identified problem of consistent over-concentration of scooters at a specific location, including operational measures like scooter valet, or incentive programs to re-locate such scooters to less crowded areas		21
F. Recharging, Maintenance, Cleaning, and Sustainability Plan (10%)		Page
Recharging, Maintenance, & Cleaning		
1.a. Description of how staff and/or independent contractors will know when a scooter needs to be recharged, and any information and training you will provide concerning safe charging practices		22
1.b. Description of plans to educate and train staff and/or independent contractors on safe and legal scooter parking when retrieving scooters for recharging, rebalancing, or maintenance		22
1.c. Description of commitments to minimize potential negative impacts associated with practices related to collecting, redistributing, and recharging scooters		22
3. Description of approach to maintenance, cleaning, and repair of scooters, safety check protocols, and minimum standards for repair and cleaning		23
4. Describe procedures for customers to notify the company that there is a safety or maintenance issue with a scooter, and procedures for removing that scooter from service until it is inspected		23
Zero Waste & Producer Responsibility		
5. Description of how applicant will comply with the City's Zero Waste and Producer Responsibility policies, including properly managing hazardous components such as batteries, reducing the need for new scooters through repair, redistributing for reuse, recycling, and otherwise properly disposing of all component parts		24
6. Commitments to ensure scooters do not defile the environment, including commitments to respond to reports that a scooter is in the bay or another body of water		24

Accountability	
1.d. Description of plan to document and report to the SFMTA on new non-revenue vehicle miles traveled (VMT), and number and length of trips generated by collecting, redistributing and charging activities	22
1.d.i. Description of plan to provide the SFMTA with this data by vehicle type and/or average fuel efficiency	22
2. Life-cycle analysis (LCA) of scooter model(s) to be deployed, including life expectancy of component parts, or description of plan to provide the SFMTA with an LCA within 6 months of permit issuance	22
G. Hiring and Labor Plan (10%)	Page
1. Robustness of staffing plan, including hired staff and contractors, for operation and maintenance of your Powered Scooter Share program	25
2. Employment standards, whether independent contractors or full-time employees	25
3. Plan complies with best practices regarding equal opportunity, local hiring, and fair wages	25
5. Skills and training procedures for staff and contractors	26
6. Robustness of labor harmony plan as it relates to consistent distribution, operation and maintenance (including steps taken to avoid potential service disruptions), and information regarding employee work hours, working conditions, and wages	26
H. Community Engagement Plan (15%)	Page
Plan complies with SFMTA's Community Engagement Plan Requirements	
Communications strategy will be routinely updated upon any service change related to pricing, service area, devices, membership programs, or operations	28
A community engagement staffing plan, including key staff with relevant experience, specifically dedicated to community engagement	29
A culturally sensitive marketing plan tailored to neighborhoods within the service area	30
Number of partnering organizations	32
Geographic distribution of partnering organizations	32
Partner-ready programs with established process, dedicated staff, and proper resources:	
• For local hiring	31
• To work with community based organizations	31
• To offer scooter safety courses	31
• To offer culture and arts opportunities	31
• For local small business promotional opportunities	31
J. Experience and Qualifications (20%)	Page
1. Qualifications to operate a Powered Scooter Share Program	34
2. Comprehensive experience operating a Powered Scooter Share Program in San Francisco and/or other similarly dense, urban North American cities.	34
<i>General scoring guidance: Higher scores will be given for applications with verifiable experience reliably operating permitted (if applicable) systems of at least 500 scooters. Applicants with experience in greater numbers of similarly dense, urban North American cities will also receive higher scores. Lower scores will be given for high numbers of citations from local authorities or citations that were not paid on time, services that were suspended, services that were operated without a permit from the applicable agency, and/or if the applicant has been found to have misrepresented their experience based on verification with the reference/point of contact, and/or if the reference/point of contact is not a relevant city/municipal representative.</i>	35

Dear Director McGuire,

Scoot has operated shared, smartphone-activated, electric vehicles in San Francisco for seven years. That is longer than any other company has offered a similar service in any city, anywhere in the world. Over our many years of service to San Francisco, we have maintained a culture of safety, transparency, and permission. Our mission to provide Electric Vehicles for Everyone requires a long-term approach of being adaptable to the city's needs, and building and sustaining trust with communities, riders, and employees. Making cities safer, greener, more affordable, and more fun is a complex process that takes time.

Despite having more years of experience in this industry than any other company, we have learned a lot from the Powered Scooter pilot program that we have been proud to participate in over the last 10 months. We have shared these lessons with MTA and hope to continue to do so with another year of permission to operate electric scooters here in San Francisco.

Notable among those lessons was the necessity of lock-to technology. By being the first company in the industry to deploy integrated infrastructure locks fleet-wide, and by being transparent about why we were doing it, we mitigated two of the major issues of this new form of mobility: the high rate of scooter theft and their tendency to block sidewalks when parked. Our new scooters with integrated locks are expected to last over two years in shared use, and complaints about poor scooter parking declined dramatically after we introduced the locks. We are proud that MTA is making them a requirement of the new permit.

The second major lesson we learned was that we needed a truly built-to-be-shared scooter in order to properly serve San Francisco and any other city beyond pilot-scale. The adapted retail scooters we were using required too much maintenance for us to deploy thousands of them the way we had hoped. While we were able to develop an industry-leading lock in-house in record time, for a whole new scooter we needed a partner who already had a great scooter and was already operating it beyond pilot-scale.

Bird has tens of thousands of scooters in use today across the globe. Each of these scooters is designed and engineered by Bird specifically for the demands of shared use in cities. To sustain so many scooters, the scooters must be exceptionally durable, reliable, difficult to steal, and great to ride. The contrast to Scoot's earlier scooters is clear in that the Bird-designed scooters now serving as Scoot's scooters are being ridden twice as often and are lasting longer than the scooters we used before joining Bird.

Like Scoot, Bird has introduced to the industry features that voluntarily regulate our scooters for the benefit of the community. The app has a Community Mode that allows anyone to report others' unsafe parking and riding. It also contains geographically defined speed limits that automatically slow down or even stop scooters in areas where scooters should not be ridden above a certain speed, or at all.

Bird has also learned from San Francisco. Bird was denied a permit to operate here after initially launching its service without seeking the city's permission or cooperation. Over the past year Bird has taken that lesson to heart and applied it in ways that have changed the company: Bird now operates with city-issued permits in more US cities than any other operator; scooter maintenance is now done in-house with employees rather than with gig workers; Bird's custom scooters are now durable enough to last for years; and safety, equity, and sustainability form the foundation of its service. As final proof of how much Bird has evolved as a company, they have chosen to team up with Scoot, a company that embodies these practices and shares Bird's mission of getting city residents out of cars. We are not owned by any company whose primary business is creating more car trips, or one that continues primarily to use low quality consumer vehicles that quickly make their way to disposal.

The best thing Scoot can do for San Francisco is to provide the safest, most durable scooter, best service, and most advanced technology in the world, and offer them to the city the Scoot way: safely, transparently, and with the permission of the City and its communities. With Bird behind us, we can do that at a scale that will go far beyond a pilot. We will do it for the entire city. Thank you again for the opportunity to serve San Francisco.

Sincerely,



Michael Keating
Founder and President, Scoot

Customer service contact information:

Phone: 1-866-205-2442

Email: hello@scoot.co

Application Materials

A. DEVICE STANDARDS AND SAFETY ASSURANCES

1) Proof of UL 2271 and 2272 battery certifications from the manufacturer

Please see the proof of our UL 2271 battery certification in Appendix A. Scoot is currently completing UL 2272 testing and will provide certification as soon as the testing is complete; please see Appendix A.

2) Test results from a qualified independent lab demonstrating that each model scooter put into service meets or exceeds California Vehicle Code §21223 requirements

Please see Appendix A for the test results from a qualified independent lab that demonstrates that each scooter put into service meets or exceeds California Vehicle Code §21223 requirements.

Brake that will enable the operator to make a braked wheel skid on dry, level, clean pavement: Scoot scooter brakes allow for braked wheels to skid on dry, level, clean pavement. Please see the attached test results regarding Scoot scooter brakes. Front light that emits a white light which, while the powered scooter is in motion, illuminates the highway in front of the operator and is visible from a distance of 300 feet in front and from the sides of the powered scooter: All Scoot scooters have a front light that emits a white light. While the scooter is in motion, the front light illuminates the road in front of the rider, and is visible from a distance of 300 feet in front of and from the sides of each Scoot. Please see the attached test results regarding the front light. A red reflector on the rear that is visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle: All Scoot scooters have a rear red reflector that is visible from a distance of 500 feet when directly in front of lawful upper beam motor vehicle headlamps. Please see the attached test results regarding the red reflector. A white or yellow reflector on each side visible from the front and rear of the motorized scooter from a distance of 200 feet: All Scoot scooters have a white or yellow reflector on each side that visible from the front and rear from a distance of 200 feet. Please see the attached test results regarding side reflectors.

3) Scoot's commitments to ensuring that devices are safe for operation, and what Scoot commits to do if a safety issue with device(s) is discovered.

Commitments Scoot makes to ensure that devices are safe for operation

Scoot is committed to ensuring that our devices are safe for operations in San Francisco. As part of that commitment, Scoot and our parent company, Bird, employ over 80 vehicle engineers in the U.S. who work tirelessly on scooter safety and innovations that can reduce accidents, avoid collisions, and address other safety concerns. This is done by regularly soliciting and incorporating feedback from researchers, third-party design experts, the medical community and policy makers to continue raising the bar when it comes to scooter safety and operations.

Scoot and Bird have a best-in-class safety testing protocol, including testing each scooter every morning before deployment. We subject our scooters to rigorous testing that includes real life scenarios at our in-house Southern California research and development lab. The resulting empirical data that is collected provides insights into new approaches to scooter safety. The scooters that Scoot has deployed in San Francisco are proprietary designs, built for sharing. They are the longest lasting and most durable e-scooters available. Future models, which we will deploy in San Francisco with the MTA's permission, will be even more durable and capable of traveling longer distances on a charge. In addition, we are actively exploring closed loop manufacturing for our scooter components, which would enable us to recycle older scooter materials to be used in production of newer scooters.

Safety is our top priority. We diligently service all of our devices for safety and proper performance, including hardware and software components. We have the safest electric scooters on the road. To ensure this, we have built in multiple levels of maintenance checks so we are immediately aware when a scooter is in need of maintenance or cleaning. Our team performs maintenance, cleaning and repairs throughout the day, using the touch points outlined in Section F.

Our team designs, tests, and repairs our own scooters in-house. When a Scoot scooter is in need of service, the Scoot app hides the damaged scooter from riders on the map until an employee mechanic has inspected and repaired the scooter. This ensures that scooters requiring maintenance or repair cannot be used until the problems have been addressed. When a scooter is marked as inoperable or damaged, our team will locate it and provide either on-the-spot maintenance or remove it from the road for more extensive repairs. Damaged scooters are immediately replaced with fully operational scooters.

What Scoot commits to do if a safety issue with device(s) is discovered:

Scoot employs a holistic view of scooter safety - encompassing vehicle design, production, storage, charging, and ongoing maintenance and repair. Depending on the nature of any discovered safety issues, relevant Scoot business teams will act swiftly to assess which vehicles might be impacted, and our 24/7 field team will immediately remove any such vehicle(s) from the field to eliminate the safety risk to the public. If the issue cannot be isolated to a specific set of scooters, all scooters will be removed from customer access until a resolution is implemented. All customers and MTA will be notified immediately in-app and via email if such an event occurs.

For more everyday repairs, maintenance, and cleaning, Scoot will prevent safety incidents through the protocols outlined below and in Sections D and E. Our vehicles are purpose-built for sharing and are meticulously maintained by trained employee mechanics, with an eye toward a safe, consistent rider experience.

Frequency each scooter is checked for safety

Scoot personnel, including mechanics and field staff, inspect each scooter for safety **daily on the street as well as weekly in our service center**. To guarantee that these daily and weekly checks happen, Scoot uses a system that tracks the exact time of maintenance for every scooter. To maintain scooters and ensure safe operations, Scoot performs the following daily before they are deployed:

Pre-launch safety testing	Each scooter undergoes a 102-point quality assurance inspection, including a hands-on validation test to examine braking and steering.
Safety maintenance	Scoot mechanics inspect every device daily on the street as well as weekly in our service center. To guarantee that these daily and weekly checks happen, Scoot uses a system that tracks the exact time of maintenance for every scooter. We also use algorithms and machine learning to identify devices that may require attention proactively, and perform preventative inspections when necessary.
Service center maintenance & repair	Each scooter is inbounded by our team of trained mechanics, then inspected, triaged, and tagged. Scooters move through the logistic warehouse repair flow, receiving service from mechanics who specialize in specific repair points until they pass quality assurance protocols.

Anyone can report safety issues, concerns or ask questions to Scoot using three primary channels:

Tools for when problems arise

Community Mode



Anyone can report an issue including a damaged vehicle, poor parking and unsafe riding. These reports help identify when additional education or further action is needed

24/7 Support w/ TTY



1 (866) 205-2442

We are available **24/7** via phone and email to send complaints directly to Scoot.

hi@scoot.co

Field Staff



Scoot will dedicate **full time Field Staff** to help monitor the fleet. These local employees are dedicated to engaging with the community to educate them on safe riding practices, moving scooters that are parked improperly, and ensuring vehicles are keeping rights of way ADA accessible

B. SAMPLE SCOOTERS

For MTA to verify that our scooters adhere to the device specifications outlined in this application, we have provided two samples of the scooter model we plan to use under this program. These scooters abide by all Device Requirements as prescribed by the MTA. We also understand that this requirement must be met any time a new scooter version, including any adaptive scooter model, is introduced into the fleet. We understand that the MTA will return the scooters following inspection.

Sleeve Design



Brain Decal



QR Code

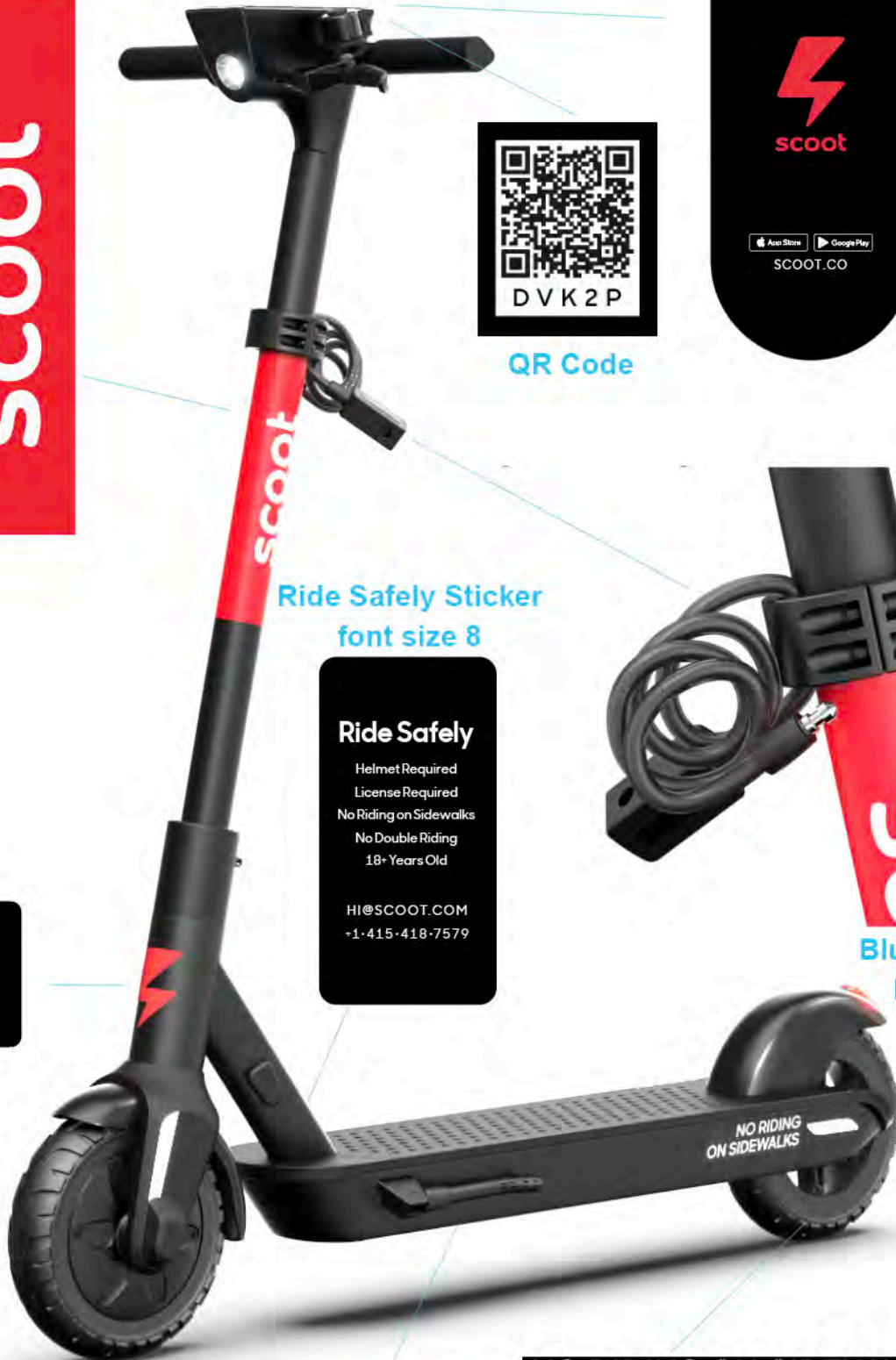
Ride Safely Sticker
font size 8



Sticker
4.25 x 3"



Bluetooth
Lock



Kickstand

NO RIDING ON SIDEWALKS

Safety Sticker

C. PRICING STRUCTURE

Scoot has a standard pricing structure for riders, and has several discounted plans to ensure access for low-income riders, and others who we prioritize in our ridership. None of our plans require deposits. Below are details of these various pricing structures, their qualifications, marketing activities and enrollment processes.

1) Low-Income User Plans: We offer three low-income discount plans: **Scoot Community Plan** is for low-income riders along with students, teachers, non-profit organization employees, and veterans. This plan gives a 50% discount for starting a ride (\$.50 to unlock, vs. \$1 standard rate), and a discounted rate of \$.07/minute (vs. \$.29/minute standard rate). Low-income riders at or below 200 percent of the federal poverty guidelines are eligible upon showing proof of other qualifying low-income programs such as CalFresh, housing vouchers, or PG&E Care. Students, teachers, veterans, seniors, and employees of approved non-profit organizations in the Bay Area can send in proof of status such student ID cards, employee IDs, or by sharing their email addresses that identify their qualifying status (eg, emails ending in .org and .edu).

2) Additional discounted customer plans and corresponding participant qualification requirements:

Red, White and Scoot is a discounted customer plan exclusively for U.S. Veterans and Service members. It provides the ability to unlock and ride scooters without paying the initial \$1 base fee per ride. Active duty U.S. military personnel and veterans interested in signing up can download the app or email hi@scoot.co.

Scoot Access Plan is another discount plan designed for active riders who could benefit from a flat fee structure at a low monthly cost of \$5/month for unlimited rides under 30 minutes per ride. The same eligibility requirements apply as the Scoot Community Plan - low income, non-profit workers, teachers, students, and veterans.

To enroll for any discounted plans, riders simply send an email with proof of eligibility (such as CalFresh, student ID, PG&E Care, or military ID or discharge, Muni Lifeline information) to hi@scoot.co.

3) Strategy for achieving the goal of one low-income plan member for every five scooters authorized: We have already achieved this goal and will strive for more. We have set the goal to achieve *one low-income plan members per scooter*. Per Appendix B, Scoot will advertise the low-income plan as part of our target marketing, and will promote the plan during the sign-up process and through in-app checkouts.

4) Proposed rates, including any membership plans: The standard non-discounted plan rides cost \$1 to start and \$0.29 per minute thereafter, plus sales tax. Rates are communicated via smartphone application. Per the MTA's prescribed requirements, Scoots will only be available on an hourly basis. For non-smartphone users, we will communicate these rates via the methods described in the Targeted Marketing Plan, Appendix B. The three discounted plans are outlined above - Community Plan, Scoot Access, and Red White and Scoot.

Number of Current Community Plan Riders: We currently have over 600 enrollees in our Community Plan in San Francisco.

5) Cash payment options: We allow for cash payment options if a rider does not have a credit or debit card. As of September 2019, riders will be able to pay for Scoot through our integration with **PayNearMe** at over 30 San Francisco retail locations, including 7-Eleven and CVS. Riders will be able to present cash to add value to a Scoot account. We also accept prepaid debit cards. Please refer to Appendix C for PayNearMe locations. Any fees incurred by riders who use PayNearMe to purchase Scoot rides will receive a credit to offset those costs

Eligibility and Advertising: Please see how to qualify above. Scoot will advertise discount programs through targeted marketing campaigns, ongoing community partnership events and incentive offerings, email and social media advertisements, and through our daily rider interface as part of the app sign-up process. To date, Scoot has sent messages to over 140,000 riders advertising our Community Plan, encouraging low-income riders, students, teachers, veterans and CBO employees to enroll, and to refer other eligible friends, colleagues, and classmates to do the same.

Targeted Marketing: Per Appendix B, we will advertise our low-income and other discount programs during the sign-up process and during in-app checkouts. Please refer to Appendix B for advertising details. We clearly advertise on our mobile application, via flyer distribution, and through our community partners.

Enrollment Process & Enrollment Goal: We currently exceed the minimum requirement of having one low-income plan member for every five deployed scooters. *Our goal is to enroll one low-income plan member for each deployed scooter*. We will continue our targeted marketing strategy activities in Appendix B, through our community partners, online campaigns, mobile app, and other channels to enroll as many riders as possible in one of our several discount plans.

Any other discounted customer plans, along with corresponding participant qualification requirement: As a new program aimed at improving transportation equity in historically underserved communities, Scoot proposes to offer the Scoot Equity Rentals program in association with community groups. In our experience, placing vehicles on the public right of way in underserved neighborhoods is not enough to create ridership even when riding is heavily discounted. Our Scoot Equity Rentals program will go further by working with community groups to match riders in need of this form of transportation with a heavily discounted long-term rental scooter they can use as they would a personally owned vehicle. This ensures that those in need can rely on their scooter for getting to school, work, and other important transportation needs.

Cash payment options: Cash payment options are detailed above - PayNearMe is a national leader in this space.

6) Plan for offering service to users without a smartphone: Users without smartphones can ride and pay for Scoot via our SMS / text to find and unlock option. Riders can create an account by sending an email to hi@scoot.co, and will be prompted to provide a phone number from which they can send and receive SMS. Riders will receive an SMS confirming account creation, and can then add their payment information (credit, debit, or prepaid card) via an automated, phone-based, PCI-compliant bot using the "PAY" command. To locate a scooter, riders can spot one on the street or call or text Scoot Customer Service for the nearest available (contact info in cover letter). To start a ride, riders simply text the scooter ID (located on the scooter's handlebars) and the word "unlock" to the phone number they received during the signup process, signaling the scooter and cable lock to unlock. Once they reach their destination, riders text "lock" to the same number, signaling their scooter to lock and completing the ride. At the ride's conclusion, they will receive a follow-up SMS that includes the cost of their trip.

7) Variable rates (or other incentives) based on trip duration to prioritize short term trips, maximize fleet availability, and discourage an over-concentration of scooters in the downtown core: Our scooter offering and pricing scheme are geared toward short trips in cities - we charge by the minute and see a substantial proportion of riders use Scoots for last-mile trips that they may have otherwise made by car or ride-hail. Riders often choose our electric mopeds for longer trips. To complement these natural trip patterns, and the rebalancing practices described in Section D, we plan to offer a last-mile transit incentive plan (outlined below) that rewards short trips and promotes fleet availability where needed most, outside the downtown core.

8) Billing and Customer Service business rules for lost scooters: Billing for lost scooters does not fall on the riders when they are not responsible for the loss. When a scooter goes missing or is stolen, we encourage riders to file a report with the police within 24 hours. Riders will only be held responsible for lost scooters in instances where the lost scooter was a direct result of their own error, neglect, or disregard for the property, which is determined as part of the review process done by Scoot's Trust and Safety team and communication with the rider. Scoot will handle individual issues and reports of loss or theft. If we suspect large scale theft operations are occurring, we will work with local authorities. Customer service for lost scooters is available 24 hours a day. Scoot's customer support team is available to help riders with any issues surrounding lost scooters. The app explains how to report a lost scooter to Scoot. Once this happens, the Scoot team will handle the rest. Scoot's customer service team uses advanced scooter tracking technologies and operational procedures to manage, maintain, and recover our fleet, and to minimize theft. These technologies enable Scoot to provide real-time data to monitor for indications of loss, and other issues such as theft or potential vandalism.

9) Plan for offering incentives for trips starting or ending along key transit lines or at transit hubs, including the plan to advertise any incentives to users: Scoot/Bird are the first micro-mobility operators to establish a formal parking agreement with BART. Starting at 7 stations in Oakland, we will encourage compliant station parking and incentivize multimodal trips through a combination of new physical infrastructure, rider nudges, and new technology products, and will share MDS data with BART to assess the impact of these treatments. In San Francisco, Scoot already designates special moped parking near BART (and Caltrain) stations, and will expand these sites to also encompass scooters under our new agreement with BART. Looking ahead, we will grow this work by offering promotional credits for Scoot trips starting and ending within an agreed upon radius of designated MUNI stops, as well as around other important transit hubs. We will widely advertise these incentives through our website and app, text notifications to riders, promotional cards/fliers, and at community events through our community partners, with the goal of enabling more transit trips and enhancing catchment areas.

Advertising Plan for Incentives: Through our smartphone application, website, notifications and promotional activities at community events, social media and email campaigns, riders will be prompted and incentivized to park near transit stops. The more often a rider parks within an allowable block of transit hubs, the more credits the rider accrues to use over towards their next trip.

10) Plan for promoting low-income user plans: Scoot will advertise discount programs through multi-lingual targeted marketing campaigns online, scooter hang tags, ongoing community partnership events, incentive offerings, email and social media advertisements, and through our daily rider interface as part of the app sign-up process. To date, Scoot has sent messages to over 140,000 users advertising our Community Plan, encouraging low-income riders, students, teachers, veterans and CBO employees to enroll, and to refer other eligible friends, colleagues, and classmates to do the same. Over 10 community partnered organizations have also sent advertisements to their clients and employees. We will also implement a "refer a friend" campaign that offers credits to riders when they refer others who later enroll in the low-income plans.

Scoot's commitment to expanding affordable access: For more on Scoot's commitment to expanding affordable access, please see the above sections: promoting low-income user plans, advertising, Targeted Marketing Materials in Appendix B, and Community Plan materials starting on page 23.

D. OPERATIONS PLAN

We will follow all of the city's Distribution Guidelines and Requirements. Our deployment strategy and operations plan is designed to ensure that scooters complement existing transportation options by closing gaps, providing options outside of regular commute times and patterns, and reaching transit deserts. To achieve this, we propose exceeding the minimum number of scooters in Key Neighborhoods.

1) Hours of operation: Hours of operation for riders are from 6:00am to 10:00pm. Our Field Service Team operates 24/7 to support proper maintenance, deployment, collection, charging, and repair of scooters. We can easily adjust our shifts to respond to additional needs of the city. We will consistently maintain deployment of 50 percent or more of our 2,500-scooter fleet between the hours of 6 a.m. and 10 p.m. in core areas, and will ensure even distribution within Communities of Concern and other non-core areas by maintaining an initial target of 50 percent coverage for 75 percent of the time between 6 a.m. and 10 p.m.

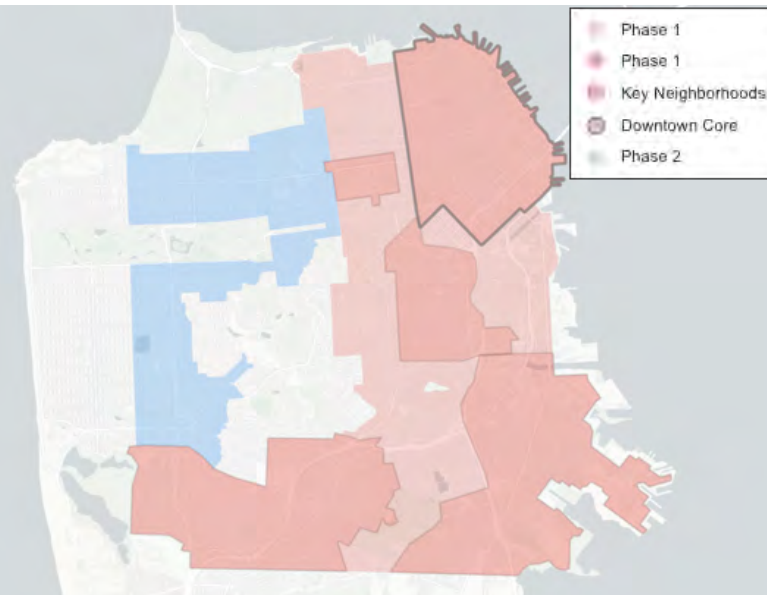
2) Storage of scooters during non-operational hours: Scooters that are not in service will only be stored and charged in secure Scoot-managed facilities, MTA garages, or other appropriately zoned facilities by employees. We will continue to ensure that no deployments will occur at any address requested by the MTA within 48 hours of notice. For scooters left out overnight for riders, they will remain locked and secured in proper locations by our team.

3) Proposal for serving Key Neighborhoods, as defined in the Distribution Guidelines and Requirements:

We propose deploying 2,500 scooters in two phases over 60 days (phase 1 = first 30 days, phase 2 = second 30 days) between October and December to be distributed throughout the city as defined in the table below. This number of scooters will enable us to provide high-quality service to the entire service area, and guarantee that scooters can be reallocated to meet coverage area targets. No more than 40 percent will be present in the Downtown Core. We will begin our initial operations with service, at a minimum, in the entire Core Service Area defined in the corresponding Service Area Map below. Phase 1 will deploy in a number of areas that have not previously had e-scooter share service, including Ingleside, Visitacion Valley, San Francisco State University, Oceanview, the Outer Mission, and Park Merced. The full deployment phase (Phase 2) will expand the service area to the Richmond and Sunset neighborhoods, providing first mile/last-mile connections to the trains and buses in these less dense areas, and accommodating the many short trips that residents take there. In addition, during Phase 2, we will add more scooters to the areas covered in Phase 1 to augment the quality of service and maintain high availability of scooters as ridership and adoption increases. This phase will further extend scooter coverage to previously unserved areas, including Sunset, Parkside, and Central Richmond. The table below details how we will satisfy the coverage percentages as prescribed by the MTA.

Neighborhood Focus Areas: Phases 1 and 2

Core (Non-Key)	Minimum	Proposed (Phase 1)	Proposed (Phase 2)
Downtown Core	No more than 40% of permitted	500	700
Other Core	N/A	350	450
Key Neighborhoods			
Mission	67	200	250
SE Neighborhoods	156	200	300
Western Addition	32	50	100
SW Neighborhoods	118	200	300
Expanded Area			
Richmond	N/A	-	200
Sunset	N/A	-	200
Presidio	N/A	-	-



4) Service to neighborhoods without existing powered scooter share service: We will continue to expand scooter service into neighborhoods in San Francisco that do not have existing scooter share service. We will distribute Scoot scooters in historically underserved neighborhoods, including Bayview, Hunter's Point, Excelsior, and Visitacion Valley where transit options are limited. For our deployment plan, please refer to the accompanying Distribution Guidelines and Requirements. In addition to proper deployment, we will continue to focus on community awareness and engagement. In order to optimize service in these neighborhoods, we will execute the following activities:

5) Methods for deploying and redistributing scooters consistent with the accompanying Distribution Guidelines and Requirements: Our self-scoring method for ensuring compliance and delivery of deployment goals and metrics guides our approach in distributing scooters. This ensures our ability to be consistent with the Distribution Guidelines and Requirements. We not only commit to maintaining 50 percent or greater deployment of our fleet, but we understand how to do this in our daily operations due to our experience across our service area in SF over the years. By analyzing metrics like time of year, weather patterns, event calendars, and ridership trends, we understand how to reach transit deserts and other targeted areas to promote greater utility for our service. We will maintain an initial target of 50 percent coverage 75 percent of the time within the entire Service Area, while maintaining a prioritization for Key Neighborhoods and Communities of Concern percent coverage targets. We commit to continuing our service to focus on no more than 40 percent of our fleet being deployed within the Downtown Core at any time. In Key Neighborhoods outside the Downtown Core, we commit to maintaining at least 75 percent coverage for 75 percent of the time between 6 a.m. and 10 p.m. We will begin our initial phase of operations with service, at a minimum, in the entire Core Service Area defined in the corresponding Service Area Map. We will increase to Expanded Service Areas, as discussed with MTA, based on the metrics specified in the Distribution Guidelines and Requirements. We agree to limit the service area where scooters are distributed, or where they can be parked, at the discretion of MTA. We will also adhere to the Powered Scooter Share Distribution Guidelines and Requirements for minimum distribution thresholds and availability requirements in specific neighborhoods, and exceed equity goals by continuing to exceed the required presence in Key Neighborhoods.

Local partnerships: Over seven years of operation in San Francisco, we have partnered with local businesses and organizations to raise awareness and bring equitable transportation options to underserved communities. These businesses include Luke’s Local, Radio Africa, Spice Kitchen, Smitten Ice Cream, WeWork, All Good Pizza, Outdoor Voices and many more. We have partnered with Bay Area Motorcycle, Vision Zero, Bayview Merchants Association, Bayview Makers Mashup, Renaissance Entrepreneurship, Young Community Developers, APRI, and CCDC TRIP, among many others. We will continue to form new partnerships with local businesses and neighborhood alliances to better serve all of San Francisco’s communities.

Information circulation: We will continue our efforts to host and/or participate in established civic events throughout the community to circulate program information, conduct safety demonstrations, and engaged new riders. Events that Scoot continually sponsors and/or participates in include West Coast Craft, San Francisco Marathon, Sunday Streets, 20th Street Block Party, Urban Air Market, NBCI Earth Day, Salesforce Earth Day, the San Francisco Pride Parade, Butchertown Jazz Fest, TGIM at WeWork, Green Fair at JLL, and Caltrain popup events. With our partners at Scoot, we also participate in many Bay Area events that allows for deeper community engagement and enhanced ability to commit time and resources to the broader community encompassing our great city.

Multilingual marketing and promotion: The Scoot app now supports English, Arabic, Catalan, Czech, Danish, Dutch, Finnish, Filipino (Tagalog) French, German, Hebrew, Hungarian, Italian, Japanese, Laotian, Polish, Portuguese, Romanian, Russian, Simplified Chinese, Somali, Spanish, Swedish, Turkish, Ukrainian, Vietnamese English, Spanish (Latin America and Spain). Scoot has translated marketing and sign-up materials into Spanish, Chinese and Filipino. We will continue to hire multilingual representatives, promote our discount plans online and via social media, and ensure our local field staff is linguistically and culturally competent within the communities we serve. More information about our Culturally-Sensitive Marketing Plan appears in Section H.

Flyers: We have distributed thousands of flyers informing community organizations and residents of Scoot’s service offerings. Upon continued fleet deployment, Scoot will, on occasion, also equip scooters with multilingual flyers that provide information on the various discount plans and how to enroll.

Kick-off events: As Scoot expands into new neighborhoods, we will host kick-off campaigns to to promote access and rider education. We will partner with local community groups and advocacy organizations such as Sunday Streets, People Protected, SF Bike Coalition, Walk SF and others to emphasize safe and responsible riding. information on our discount plans, fee helmets and signup assistance will also be offered.

Ongoing pop-up events	We will continue to deepen our events expertise to engage the broad set of residents and visitors at transit stops, parks, community clinics and more. We will provide free ride credits to individuals who score well on safety quizzes, give away helmets and highlight the benefits of our Community plan. When possible, these events will be in partnership with local businesses, neighborhood groups, merchant associations and advocacy groups. Special attention will be paid to the disabled community as we launch our adaptive scooter pilot.
Regular messaging	In addition to online advertising and social media, we will continue to use email communications and in-app messaging on a regular cadence to communicate with new riders, promote our community plan, suggest safe riding techniques, severe weather popups and more

We understand that we are responsible for monitoring the distribution of Scoot scooters available to customers according to parameters determined by the MTA in the Powered Scooter Share Distribution Guidelines and Requirements. We commit that each daily scooter deployment will match agreed upon parameters for the number of scooters within subsections of our approved service area. Scoot Operations currently works 24/7 to maintain, deploy, collect, and repair our scooters. Riders will be able to ride Scoot scooters throughout the service area. Scoot will maximize the availability of scooters from 6 a.m. to 10 p.m. through a three-phased daily operational cycle. We will closely monitor scooter activity and performance with automated tools, multichannel feedback, and hands-on field support. Our cycle will work as outlined below:

Time of day	Operational objective	Key Activities/Scoot staff functions
Morning/Early Aft. (6:00am-2:30pm)	Distribute Scoots	Stage Scooter at strategic deployment areas spread equitably across the service area. Rebalance and remove any low-battery or damaged devices.
Afternoon/Evening (2:00pm-10:30pm)	Rebalance and respond	Monitor service using automated tools, feedback channels, and an on-the-ground presence. Rebalance and remove any low-battery or damaged devices.
Overnight (10:00pm-6:30am)	Charge and maintain	Inspect scooters and collect those that require maintenance for delivery to a local service center. Collect and charge low-battery devices or swap batteries.

Operations Cycle: To keep the right-of-way clear, Scoot stages scooters each morning at “nests.” Nests are at bike racks, or other authorized parking areas where scooters are able to be locked to city infrastructure. Each nest meets all local requirements, including the appropriate distance from entrances, corners, transit platforms, and emergency equipment, as well as requisite sidewalk width. Nests are virtual and dynamic, meaning they can be changed and repositioned at any time to best meet a community’s needs. Once Scoots are deployed in a nest, Scoot Field Staff submit a photo indicating the nest’s location and showing the orderliness of the fleet. Our Operations team regularly reviews these photos during operating hours and can make adjustments as necessary. While all of our employees are essential to Scoot operations, we are especially proud of our Field Staff and their critical role in ensuring the right of way stays clear, that deployments are balanced in Key Neighborhoods, and that nests are compliant with all the rules. Below is a bit about their various functions:

Who they are	Field Staff are full-time staff, hired locally and paid a living wage. They operate 24/7, 365 days across numerous shifts to provide and respond to service needs of the city. They are trained on maintenance, rebalancing, and regulatory requirements to ensure Scoot’s compliance. They identify issues in the field, and are our primary means of resolving issues quickly.
Receiving Scooters	Field Staff use “Operator” mode in the app, which allows them to view and act on pending tasks, and communicate with the local Operations leads. When we learn of a scooter in need of attention, the Scoot app alerts the nearest Field Staff member to the location of the scooter and nature of the suspected issue.
Investigation	When a Field Staff member locates a scooter in need of service, they will scan its QR code. Then the app will guide them through a structured remediation process, sending information back to the local Operations team. If scooters require relocation, Field Staff will receive instructions on where to re-deploy them based on overall allocation. For scooters flagged as having maintenance issues, the app guides Field Staff through a structured assessment, asking them to test each component of the device for good functionality. Scooters must be deemed in good repair and pass a test ride to be returned to service, and any scooters that do not pass are tagged for specific issues and further resolution.
Proactive upkeep	Field Staff monitor the service area for issues that they can proactively remediate, and perform basic parking improvement and scooter cleaning on any Scoot they encounter. Scoot deploys Field Staff in high foot traffic areas and around major points of interest, such as transit hubs. By keeping Scoots upright and clear of the right-of-way, Field Staff help to build stronger community norms over time.

The following details the process of populating nests, and how they are maintained. Field Staff and Fleet Managers rebalance or deliver fully charged scooters to nests, guided by the Scoot app. Our operations software recommends which nests to populate each day based on local mobility patterns and zonal requirements, ensuring broad coverage across the service area and maximum use of scooters. To “drop” scooters in a nest, Field Staff or Fleet Staff must take an in-app photo of the staged scooters to ensure that they are appropriately placed, locked, and clear of the right-of-way. We will validate said photo in real time. We optimize for sustainability when coordinating drops, directing Field Staff to the closest nests in order to reduce scooter miles traveled (VMT).

Rebalancing is also an important part of the operations cycle to keep everything running smoothly. During service hours, we ensure that scooters remain appropriately parked, charged and in good repair, and in balance across the service area by monitoring location and other data feeds that inform staff of their status. As riders use Scoot scooters, natural demand patterns may cause imbalances in certain areas.

Field Staff are available 24/7 to relocate Scoots and ensure availability across the entire service area. As demand patterns become increasingly clear, Scoot will proactively deploy Field Staff to remediate imbalance predictively. As part of our 24/7 service operations, Scoot constantly works to make sure scooters are not overcrowding the public right-of-way via lock-to devices, and will work with MTA ahead of large events that may change the typical traffic patterns of city streets in order to best meet the safety and mobility needs of the city.

The process	We take on a shared responsibility for keeping the right-of-way clear. We have a robust plan for ensuring that scooters will be parked properly and will not create overcrowding in high-demand areas, relying both on rebalancing and parking solutions.
Ongoing operations	Field Staff actively monitor the service area for tipped or misparked Scoots, and proactively inspect any device they encounter for damage. Should a scooter have maintenance needs that cannot be resolved immediately onsite, they will remove the scooter from service and designate it for delivery to the service center. Field Staff also respond to any issues flagged through Scoot's various feedback channels through our smartphone app, Community Mode, MTA, and others.

Scoot employees perform battery swaps and collect devices for charging, and take any scooters that need extensive maintenance to Service Centers during our 24/7 operations activities.

Charging	Low-battery Scoots are collected 24/7 using the Operator mode of the Scoot app, allowing staff to swap batteries for fully charged packs or collect scooters for recharging in Scoot's facilities. The vast majority of this work is done outside of peak commute hours.
Maintaining	On an as-needed basis scooters flagged as potentially requiring maintenance by Field Staff or through user or community feedback will be collected and delivered to one of our local Service Centers for inspection and maintenance. The maintenance process is described in detail in Section F.

We monitor servicing data from each scooter and community feedback through Community Mode.

Data-driven	Each scooter is equipped with onboard GPS. This allows us to track location, charge level, ride status, and other key indicators of scooter performance. Our San Francisco Operations team uses this information to determine whether a scooter is ridden or parked in a prohibited zone, or is outside the appointed service area. Scoot scooters are also equipped with on-scooter sensors and a gyroscope that indicate when they are tipped over. Scoot has a City Dashboard, which tracks the overall distribution of scooters across the city, notifying an operations lead if an area becomes over- or under-supplied. Scoot will provide MTA with their own version of this dashboard so that MTA staff and Scoot can share an understanding of scooter locations.
On-the-ground	Field Staff proactively monitor for misparked, low-charge, or damaged Scoots. They remediate parking and minor maintenance needs on the spot, and send any devices requiring charging or maintenance to our Service Center. They can also raise any larger issues to local Operations leads. Scooters flagged by Field Staff or through user or community feedback as potentially needing attention will be collected and delivered to the local Service Center for inspection and maintenance.
Community feedback	We collect feedback from several channels, including in app, phone, text, email, and web forms, to help identify potential issues in the field, including in-app post-ride, via Community Mode, as well as phone, text, email, & web form feedback. We also respond to issues flagged via social media, including on Instagram and Twitter.

Disabling Scooters: When we learn of a scooter in need of attention, we remotely disable it from service and remove it from the rider's view in the app. At the same time, we add the Scoot to a nearby Field Staff member's service queue for inspection. Scoots can be removed from service in a one-off manner, or across a wider area, such as in the event of a weather emergency. **Percent Coverage:** Our deployment of Powered Scooters within the service area will meet the Percent Coverage target determined by the MTA. We understand MTA's formula for calculating Percent Coverage, that this metric may also be extended to Expanded Service Areas, that Key Neighborhoods will also have Percent Coverage targets, and that this is necessary to ensure equitable and balanced distribution of scooters and a high quality of service. **Minimum Thresholds:** Our deployment and rebalancing program, as discussed earlier in Section D, ensures that the minimum number of scooters is consistently available for each specified service area. We will deploy twice the number of scooters required to achieve 100 percent coverage. **Trips per Scooter per Day:** We will provide the MTA with the means and data to measure trips per scooter per day regularly in typical areas, in addition to Key Neighborhoods and Communities of Concern. This will help to assess whether the fleet size appropriately matches demand and usage. We understand MTA's formula for calculating this number and will continue to collaborate with MTA to improve how our service is used and how it can be best managed.

Variable pricing: See section C. "Pricing" for details on incentives and other pricing variations designed to encourage riders to use the service in desired ways to keep the right of way clear, and to park in designated areas.

6) Proposed Methods for Avoiding Overcrowding of Scooters: Scoot has several new and proven strategies for avoiding overcrowding of scooters. **New Valet Service:** We will pilot the rebalancing of scooters from crowded on-street locations to nearby off-street locations (aka Valet), such as garages that we currently use for Moto parking and charging to avoid sidewalk clutter, while maintaining easy access. **Preferred Parking Program:** We will use promotional credits to reroute riders to park in places that mitigate overcrowding. Preferred Parking areas that are clearly visible in the app will encourage riders to park designated areas, and reward them for doing so with credits to their accounts. These areas will be determined in collaboration with the MTA. Scoot will send push notifications when riders are near Preferred Parking areas, directing them to appropriate parking locations. When riders park in these specific areas, they receive credits and discounts for future rides. Preferred Parking incentives are proven to be an effective means of promoting orderly parking.

See below for additional strategies we employ to avoid over-crowding:

How we rebalance and redistribute	
Off-street parking	We make use of some off-street parking already in place for our Moto service. We will pilot a practice of valeting scooters to and from our garages in high-demand areas, as well as incentivizing riders to park in those garages as we already do with our Motos.
Predictive modeling	Using past performance and machine learning, predictive modeling allows us to anticipate rebalancing requirements throughout the day, and schedule our local team to be on hand and prepared to address scooter clustering.
Field Staff - Sweeping and Rebalancing	Field Staff sweep and rebalance scooters, which includes moving misparked scooters to correct parking areas, responding to community requests, and keeping the fleet looking tidy. They also make sure scooters are working, and remove devices from service that do not meet safety standards. Our Field Staff redistributes scooters regularly throughout the day and night - 24/7.

7) Adaptive Scooter Pilot Plan: See Appendix K

8) Staffing and operations plan sufficient for the scale of proposed operations to meet the Distribution Guidelines and Requirements, based on submittal under Sections F and G of the application: Field Staff are full-time staff, hired locally and paid a living wage. They operate 24/7, 365 days across numerous shifts to provide and respond to service needs of the city. They are trained on maintenance, rebalancing, and regulatory requirements to ensure Scoot's compliance with all regulations and guidelines. They identify issues in the field, and are our primary means of resolving issues quickly. Please refer to Section G for information about Fleet Managers, Operations Associates, Mechanics, and Field Staff. Scoot does not use "gig" labor for our core operations of scooter maintenance, repair, recharging, and rebalancing. Fifty six percent of our staff in San Francisco have lived in the Bay Area or the City of San Francisco for at least seven years. For our requested allocation of 2,500 permitted scooters, we expect to hire and employ over 100 additional operations and field staff by the end of 2019 in part by continuing our ongoing partnerships with community workforce agencies that train workers with various barriers to traditional employment.

9) Plan for proper scooter parking: Please refer to Section E of the application: Plan for Safe Scooter Riding & Parking starting on page 18 and Appendix L (Parking Guidelines) for how we address proper scooter parking.

10) Proposed fleet size at launch: We request permission to deploy 2,500 scooters in San Francisco over two phases with the first phase at 1,500 scooters, then launching 1000 more in the second phase within 30 days. In addition to those 2,500, we will keep another 1,500 scooters on hand for recharging, repairs, and replacing recycled or stolen scooters.

11) Commitments to modifying operations in response to a major transit issue (e.g. Muni tunnel shutdown): Please refer to the section below under "Plan for modifying service to facilitate travel throughout the City in the event of a major issue that interrupts regular transit service." To address Transit Connectivity & Mutual Mutual Aid, Scoot will work with the city and MTA to ensure scooters are readily available at transit stops, including bus stops. We will work with MTA to on existing goals, and to continue evaluating the effectiveness of our existing transit connectivity efforts. Scoot also believes in providing e-scooter services as mutual aid, to the City of San Francisco.

Service Plan for the Expanded Service Area (includes Richmond, Sunset, and Presidio): In our second phase of deployment as outlined in Section: Proposal for serving Key Neighborhoods, as defined in the Distribution Guidelines and Requirements, we plan to launch a total of 400 scooters in the Expanded Service Area, 200 of which will be allocated to the Inner and Central Richmond Districts and 200 of which will be allocated to the Sunset, Parkside, and West Portal neighborhoods. The former zone will be bounded by Divisadero, the Panhandle, Golden Gate Park, the Presidio, and 28th Ave; the latter will be bounded by Divisadero, the Panhandle, Golden Gate Park, the neighborhoods surrounding Twin Peaks, and 28th Ave. This can be seen on the map on page 9 under the heading Proposal for serving Key Neighborhoods, as defined in the Distribution Guidelines and Requirements. The focus of service in the Expanded Service Area will be increasing accessibility to commercial districts and serving last-mile connections to transit. To achieve this, we will pay particular attention to deploying and rebalancing near Geary Blvd and Clement St in the Richmond, as well as Irving St, the Muni rail corridors, and West Portal.

E. PLAN FOR SAFE SCOOTER RIDING & PARKING

1) Proposed approach to ensure user compliance with laws: Our plan ensures compliance with laws by prioritizing public safety, incentivizing proper riding behavior, educating riders, and embedding smart technology into our scooters. Details are below:

1a) Education: All new riders must view safety training animations that includes proper parking rules and safe riding, instructions on lock-to devices, and a demonstration on how to abide by the law and ensure the safety of themselves and others. All riders must watch this video upon downloading the app, and reminders about safety and local laws are sent to riders before each ride. Regular reminders are also sent to riders via emails, social media, and in-app notifications. Our education focuses on preventing unsafe behavior such as underage riding, tandem riding, riding against traffic, reckless riding, sidewalk riding, distracted riding, and improper parking. We stress the importance of yielding to pedestrians, ADA access, and wearing helmets. We also host educational events for riders and members of the community, letting the public know the various ways they can flag concerns for us.

Physical/Visual Reminders: Safety rules are displayed on all Scoot scooters in ADA compliant font. They read "Always Wear a Helmet" and "No Sidewalk Riding" in the mobile app.

Community Events: Riders and non-riders also learn about the rules and best practices for riding via flyers, billboards, and advertisements in multiple languages and s.h.a.r.e events - Bird and Scoot's global safety event program. (See below *Training* section for more info on s.h.a.r.e)

1c) Incentives for Proper Riding/Parking: To prevent unsafe behavior and illegal parking, we reward good behavior through account credits, and share immediate feedback on incorrect or illegal behavior that we glean from Community Mode and other data sources on rider actions. Scoot has also given away hundreds of helmets, and will begin **new merchant partnerships where riders can visit local stores in Key Neighborhoods near common trip start and end-locations to receive free helmets** at their convenience when they sign up for Scoot Community Plan, or our standard plan.

End-of-ride photos encourage safe and orderly parking practices. Riders are required to submit a photo through the app showing their e-scooter properly parked after each ride. These photos are manually reviewed by employees who contact riders who improperly park scooters. Later in 2019, we are launching our "**Helmet Photo**" end-of-ride program, where we will give rewards and account credits/incentives to riders who submit photos at the end of their ride wearing a helmet.

Parking rating system: We will provide riders with feedback about their parking behavior based on their historical parking patterns and end-of-ride photos. We can also offer credits or discounts for good behavior, or suspend accounts for repeat violations.

Community Mode: A feature of the Scoot app that makes it easy to report improperly parked or damaged scooters for our fleet team address concerns. Improperly parked scooters will be corrected or removed within 2 hours. We also give ride credits to riders and community members who make a report with Community Mode.

Events: We offer ride credits to riders who come to community events and show they understand safe riding and proper parking behavior. We offer interactive riding demos that end in proper parking spaces, and play games for prizes based on Scoot parking. See more on our training events below.

Training: We provide updated safety videos and in-app demonstrations, and will continue to offer twice-monthly in-person rider lessons, training videos, and tips for keeping riders and other members of the public safe at all times while using Scoot. We also use quizzes to offer account incentives for taking the training courses and scoring well. In person **s.h.a.r.e events** are also an effective tool in ensuring riders abide by all safety rules. These are free comprehensive in-person training where local riders, employees, and safety experts promote best practices for safe riding S.H.A.R.E. stands for:

Safe riding. Navigate traffic and bike lanes with care.

Heightened awareness. Anticipate what others might do.

Always alert. Save the selfies and music for after the ride.

Respect for pedestrians. Yield and keep walkways accessible.

Every voice matters. Get involved to help your city reshape its streets.

Bird has completed scores of s.h.a.r.e events in dozens of cities. After an initial series of in-person safety trainings, we will hold regular safety events in San Francisco to educate community members alongside the aforementioned online rider safety campaigns and tutorials.

Proper Parking Technology: During the pilot we became the first scooter fleet to adopt lock-to technology fleet-wide. In addition to reducing theft, this dramatically decreased scooter parking complaints and the safety hazards they represented. Our scooters also have **tip sensors** which notify us if they fall over and may be presenting a trip hazard so that we can respond immediately. Each successive generation of scooter we offer improves upon the safety of the last, for both riders and neighbors. See Section L on page 33 for more information about our scooter's safety features.

Reporting: We have live 24/7, multilingual customer service support for anyone (riders and the general public) to report safety concerns, maintenance issues, complaints, or ask questions.

Infrastructure: In addition to permit fees for infrastructure, we are also committed to expanding transportation infrastructure to support more shared-mobility options in San Francisco like bike racks, bike lanes, and other needed investments that promote safe, accessible options for all. We will work with the MTA to analyze the data they receive from us to plan for and modify infrastructure to the benefit of all users.

1b) Commitments to conveying information about proper parking to users on the mobile application and/or on the scooters, including detailed educational tools and reminders: We commit to conveying information to riders about proper parking through the Scoot app and various other education engagement strategies as outlined in Appendix D. Through all of the above education requirements, trainings, lock-to devices, reporting, incentives, end-of-ride photos, and agreements, riders have over a dozen opportunities to understand the proper procedures for parking their Scoot scooters. See *Education* above. Please see the images on the next page for simplified guidelines and diagrams, like those on page 34 Parking Requirements and General Guidelines, and on Appendix L, which will be shared with users. Pursuant to MTA's requirements, we will provide in-app and on-scooter notifications about laws governing scooter operations, such as bike racks on the rider map to make it easy for riders to properly park scooters. Scoot will implement programs to encourage riders to park scooters at bike racks or in a manner specified by the MTA. We require riders to park scooters upright on hard surfaces in a safe manner through rider and community education, email communication, in-app messaging tools, new technologies, strong incentives, strategic deterrents, and enforcement. Some of these technologies include Preferred Parking, which is a new, first of its kind feature providing a comprehensive parking solution by directing riders to park in predetermined locations.

1d) Fines or consequences for users who improperly park their scooters—including punitive measures like warnings or suspension of service—that Scoot commits to using for patterns of bad parking behavior: In addition to incentives we offer riders for proper usage of our scooters (outlined on pages 7 and 16), riders who repeatedly ride or park improperly will be warned, fined, and their accounts can ultimately be suspended or terminated. We enforce this through Community Mode, as well as through human monitoring of our end-of-ride parking feature, and electronic notifications from Scoot. Our scooters are also equipped with **tip detection sensors**, end-of-ride photos, no-parking zones technology, and preferred parking tools to determine if a rider has failed to park their Scoot properly. We issue email warnings and send educational videos for minor and first-time infractions. For serious infractions and repeat violations, we will suspend accounts. Warnings, fines up to \$25, account suspensions and terminations are issued by our Trust & Safety team.

1e) Rider accountability measures that Scoot commits to implementing and how Scoot commits to monitoring compliance with applicable laws and regulations, including any penalties and/or technology innovations that allow monitoring, and commitments to address users who are noncompliant: Several strategies below outline our approach to monitoring compliance

Sidewalk Riding Detection: As GPS and other sensor technologies improve, automated remote identification of sidewalk riding is becoming more accurate. Engineers at Scoot and Bird are currently developing **Bluetooth beacons** and several other tools that will help distinguish remotely between riding in the street and riding on the sidewalk. Our goal is to apply this technology in San Francisco during the term of the permit.

1f) Investigation, Resolution, and Penalties process: We investigate every report of non-compliance to determine an appropriate remedy, including termination of rider accounts, fines, and suspensions. Once we receive a complaint about a rider through Community Mode, MTA, or other channels, we check the validity with our internal systems and immediately contact the rider via email or phone to inform riders of the appropriate penalties to be imposed. In cases of egregious behavior such as theft, vandalism, and unsafe practices that may endanger the public, we will also involve law enforcement when needed.

1g) Additional measures that Scoot will phase in if the initial approach does not achieve desired levels of compliance: Based on minimal complaints shared by MTA and a 98 percent rate of correctly parked scooters, Scoot rider compliance has been excellent throughout the pilot year. In the event that behavior becomes worse, we will work with MTA on additional measures including larger fines, fees, and/or permanent termination of rider accounts for repeat offenses/violations.

2) Description of locking mechanism(s) committed to deploying upon program launch that will allow scooters to be secured to fixed objects: We will continue to include integrated lock-to devices on all scooters in our fleet, which are controlled and monitored by Scoot. We are immediately notified if a rider does not engage the lock properly to approved fixed objects by MTA upon the end of the ride, and the rider is subject to fines and/or penalties for improper parking if they do not adhere to the lock-to requirements.

3) Description of commitment(s) to ensure customers have a valid driver's license, and the notification process for registered users who do not have one: We have been checking licenses of all riders in San Francisco since 2012 and will continue to do so as required by law. Persons without a valid driver's license are not permitted to open an account with Scoot, and we will require existing users whose license is no longer valid to upload a valid license prior to their next ride.

4) Commitments to ensure that users wear a helmet while riding, including device innovations that make a helmet available as part of each rental: Helmets are an effective means of reducing crash severity, and can make the difference between life and death. We promote higher rates of helmet usage by reminding riders to wear them, educating riders about their importance, and providing free and discounted helmets. Since launching scooters in San Francisco last year, Scoot has given away over 600 helmets. This year we will make obtaining a free helmet even easier by partnering with designating certain businesses and organizations across the city where riders can be pick them up. Important to note that, Since launching in Santa Monica in 2017, Bird has given away more than 65,000 helmets.

Scoot's Commitment to Ensure Helmet Use by Riders

In-app messaging: During rider on-boarding and in the "How to Ride" section of the app, riders are presented with animated instructional safety graphics that inform them of the requirement to wear a helmet. A clear directive to wear a helmet is also visibly printed on the scooter itself, and is included as a major focus of our email, online, and in-person safety trainings.

Social media: We are launching an Instagram safety and helmet campaign where riders will be prompted to post selfies with their helmets, using the hashtag #iwearmyhelmet. We will have weekly drawings for \$50 in ride credits as an incentive. This will be in addition to paid advertising on a variety of other social media channels to promote helmet use.

Academic research: Bird, Scoot's parent company, has engaged Dr. Tarak Trivedi at UCLA Medical Center to study financial incentives to increase helmet usage in response to Dr. Trivedi's research which revealed a low helmet usage rate for shared e-scooter riders. Through the study we will identify successful helmet incentives that will be deployed by Scoot and Bird.

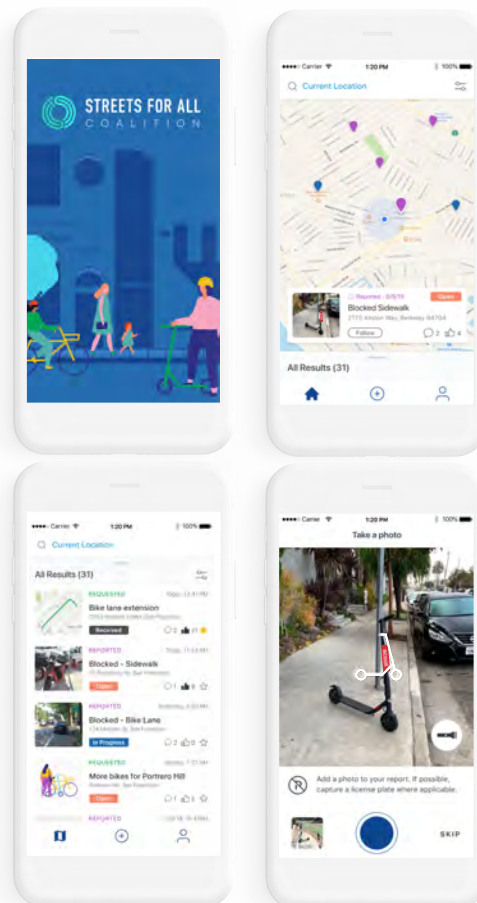
Incentives for helmet use: We are developing an in-app function that rewards riders for uploading photos of themselves wearing helmets before starting rides.

Device innovations to make helmets available as part of each rental: We understand that making helmets available as part of each rental makes riders safer. We do this with our Motos and continue to explore ways to reliably and practically offer helmets on our scooters.

Convenient helmets - In April 2019, we partnered with Overade, a foldable helmet company, to give away foldable helmets to our riders. We are also working with other helmet manufacturers on foldable and inflatable helmets that can more readily fit inside of backpacks and small bags.

5) Procedures for non-customers to notify the company through phone, app, website, or email, if there is an improperly parked scooter, along with how the operator commits to responding, and commitments for logging these complaints in the shared complaints database: We provide customer support (including for non-riders) 24/7 (contact info in cover letter). We also offer Community Mode, an in-app reporting feature that allows anyone, whether or not they use Scoot, to report improperly parked Scoots, and we maintain a form on our website for the same purpose where we will respond to issues within 2 hours.

As a part of our offering in San Francisco, we will expand on Community Mode by releasing a new, stand-alone safety reporting app that anyone can download and use to report any Scoot safety issue to us, or any other street safety issue to the relevant authority. This app will be owned by the Streets for All Coalition, a 501(c)(3) co-founded by industry and advocacy partners to promote safer streets and lighter, safer scooters. The Safer Streets app will integrate with 311 and other reporting channels. It will be developed with input from the Streets for All Coalition members and local San Francisco advocacy groups, public agencies, and media partners, who will be given access to the data in real time to help them better understand, explain, and resolve the many safety challenges on San Francisco's streets. The Safer Streets app will make Scoot and its riders even more accountable than we already are, and will increase accountability for all road users, resulting in a safer streets for all.



Complaint Database: As part of the Safer Streets app, we will publish not only Scoot-related safety issues, but all other street safety issues reported by the public. We will track those issues to resolution. In order to support their efforts to make our streets safer, this data will be made available to allied advocacy groups and journalists concerned about street safety.

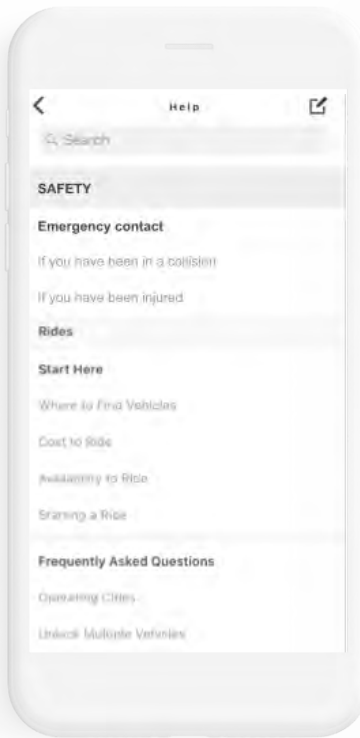
Each scooter has a unique identifier on the scooter, which makes it easy to report a specific scooter. We will re-park any improperly parked scooter or remove it from the service area within two hours. If the City notifies us of a scooter that is improperly parked we will remove it within one hour.

6) Procedures Scoot commits to following for responding to an identified problem of consistent over-concentration of scooters at a specific location (e.g. where the number of scooters exceeds available parking) and Operational measures: Scoot will address over concentration of scooters by implementing the methods we propose in Section D on page 17.

7) Scoot's commitment to educating users on how to report a collision or other safety incident to Scoot and appropriate authorities, including an option to report these issues at the end of every ride: We believe the best way to ensure riders tell us about an incident is by creating multiple, easy to find reporting options within our app. The first line of the Help Page will address emergencies and how to report them. Riders are also prompted to report issues at the end of every ride. Finally, Scoot's Customer Service phone number is clearly posted on every scooter. In addition to these reporting opportunities, Scoot will reach out to our riders on a regular basis, reminding them how to report an incident. We will do this using social media, blog posts, and occasional in-app messaging on a regular basis throughout the permit period.

Reported incidents are logged by our Rider Reps (customer service staff) for accountability and follow-up. We will share each incident with MTA in a similarly structured format.

Option to report issues at the end of every ride: When a rider ends a ride using the Scoot scooter app, they are prompted to rate their ride and report any issues with the safety or maintenance of the scooter.



F. RECHARGING, MAINTENANCE, CLEANING, AND SUSTAINABILITY PLAN

1a) How scooters will be recharged: Internal sensors on the scooters alert us when a scooter battery dips below a certain percentage and needs to be charged. Low battery scooters will be picked up and brought to Scoot's own facilities or commercial facilities managed by Scoot for the purpose of charging scooters. Scoot invests heavily in teaching staff safe and compliant charging practices to ensure the safety of staff, fellow citizens, and scooter batteries. Our multi-channel charging education and instruction program includes live demonstrations, online training, step-by-step instructional guides and videos on safe charging practices.

1b) How Scoot will educate and train staff and/or independent contractors on how to safely and legally park when retrieving scooters for recharging, rebalancing, or maintenance: We have developed a written and visual curriculum that teaches new staff how to park safely and legally including avoiding obstructing sidewalks, ensuring ADA access, clearing the public right-of-way, how to watch out for other roadway users and more. New trainees also learn on the job by working with more experienced field staff. Operation leadership staff evaluate execution of this curriculum in the daily operation activities as a requirement of employment on our fleet service team.

1c) Scoot's commitments to minimizing potential negative impacts (e.g. congestion, double parking, excessive vehicle-miles traveled) associated with practices related to collecting, redistributing, and recharging scooters: Our employees have managed dockless light electric scooter operations in San Francisco for over six years. Our parent company, Bird, manages tens of thousands of dockless scooters in cities all over the world. Combined, our knowledge and fleet management technology makes us best prepared to minimize congestion and non-revenue vehicle miles traveled (VMT). Scoot fleet operations run 24/7 so that the vast majority of our pick-ups and deployments happen during non-peak hours. We strive to reduce GHG emissions by optimizing routes for Field Staff and utilizing low-emission scooters as much as possible, including electric cars and vans, electric-assist cargo bikes, and electric Motos. Scoot currently reports non-revenue VMT to MTA on a monthly basis and will continue to do if permitted for an additional year of operation.

Operating Guidelines for Deployment and Rebalancing: During deployment and rebalancing, our Field Staff will remain mindful and out of the way of Muni operations. Should Muni or other public transit buses approach Scoot Field Staff and scooters, we will ensure they can pass safely and without delay. Our pick up scooters will not stop or stand in Muni red zones. Scoot Field Staff will only stage scooters in locations that are in accordance with applicable parking laws and regulations. Our Field Staff will pull their scooters all the way up to, and parallel with, curbs for scooter loading and unloading. We will not load or unload scooters in a scooter or bicycle lane, or in a manner that impedes travel in these lanes. As noted previously, the vast majority of scooter pick up, rebalancing and deployment will happen during non-peak hours.

1d) Describe how the applicant will document and report to the MTA on new non-revenue vehicle miles traveled (VMT), and the number and length of trips generated by collecting, redistributing, and charging activities: We are leveraging Bird's ability to measure and track energy consumed and vehicle miles travelled (VMT). We have developed an energy estimator and VMT protocol that estimates energy consumed (kWh) from charging scooters; captures VMT of our Field Staff during pick up and drop off; captures odometer readings of our mechanics, and other operations staff. We can share this information with MTA on the first of each month. Internally, we use this information to purchase carbon offsets and renewable energy certificates (RECs) to mitigate our environmental impact. We also set performance targets in each city to limit the number of miles driven per Bird pick up/drop off. Most importantly, we are working to reduce GHG emissions with the following strategies:

optimizing routes to direct staff and Field Staff to pick up scooters in an assigned area, reducing the distance that they drive, using low-emission vehicles or cargo bikes for operations activities. Bird is also conducting a life-cycle assessment with a third-party firm, and is developing a comprehensive strategy to reduce environmental impact across the company. We will share this with the City within 6 months of permit issuance. Scoot partners with 3Degrees, a technical assistance firm helping companies reduce their carbon footprint. We are actively developing protocols with them to better track carbon emissions associated with charging our scooters, and purchasing offsets and renewable energy certificates (RECs) to neutralize our environmental impact. Together with Bird, we are also working to evaluate energy consumption across our business, including reducing fuel use from charging and maintenance activities.

1d.i) When reporting non-revenue VMT and trips generated to support program operations, how does the applicant plan to provide the MTA with this data by vehicle type and/or average fuel efficiency: We have been providing non-revenue VMT by vehicle type to MTA on a monthly basis via our shared monthly report template. We will expand this to include trips generated and average fuel efficiency. Employees will report totals daily at the end of each shift to ensure acute data. We will provide this data in a format requested by MTA prior to permit issuance.

Compliance with all applicable laws: Our Field Staff will comply with all applicable state, and local laws, including the SF Transportation Code, and the California Vehicle Code. **Operating Guidelines for Collecting:** We will correctly re-park or remove any improperly parked scooters within two hours, or one hour if requested by MTA.

Operating Guidelines for Recharging: We optimize routes that staff use to pick up scooters; We use low-emission vehicles.

2/2a.i/2a.ii) Complete Life-Cycle Analysis (LCA) of Scoot's scooter model(s) to be deployed and

Establishing a baseline: Scoot and Bird are currently working with the Environmental Defense Fund and SF-based California Environmental Associates (CEA) to conduct a comprehensive life cycle analysis (LCA) including an inventory analysis and impact assessment. This will be completed within six months of permit issuance.

The results will inform our next generation metrics towards reaching our sustainability goals of reduced environmental impact across manufacturing, assembly, shipping, riding, charging, maintenance, and end-of-life disposal.

Developing a strategy for reducing life-cycle impacts: At the end of this analysis, we will have a clear picture of the key impacts of our scooters, and the emissions benefits relative to the scooter trips they are replacing. For the key impact areas, CEA, Scoot and Bird will identify strategies to reduce our life-cycle impact.

2b) Life expectancy of component parts: With proper maintenance, the average lifespan of all Scoot scooters is at least one year. We expect that our newer models will last even longer. **Deck 2b.i):** Estimated life cycle: upwards of 15 months based on environment and maintenance. **Wheels 2b.ii):** Estimated life cycle: one year based on environment and maintenance. **Motor 2b.iii):** Estimated life cycle: one year based on environment and maintenance. **Battery 2b.iv):** Estimated life cycle: one year based on environment and maintenance.

How Scoot will take responsibility for scooters throughout their life cycle: Based on our experience operating scooters in San Francisco and Bird's experience in over 100 other cities, Scoot and Bird will ensure that our scooter fleet is appropriately sized to maximize the number of permitted scooters without excessive consumption or waste. This will be accomplished through established processes that minimize theft and vandalism. We take responsibility for and will retrieve any scooters that are found or recovered by others. See below for end-of-life responsibility.

Proactively reducing the need for new scooters through repair, resale, or redistribution for reuse: Our custom designed and engineered scooters are developed to require fewer parts therefore needing less maintenance and replacements. Worn or broken parts are swapped out as needed. If we are unable to repair a scooter, we can harvest its component parts to repair and refurbish other scooters. The rest of the materials are broken down further into commodities (plastics, aluminum, copper, electronics, etc.) and sent to either an R2 or e-Steward certified recycler. While the majority of e-scooter parts can be reused or recycled, batteries are dealt with by a recycler that is certified in environmentally friendly disposal.

Properly manage hazardous components including batteries: Scoot and Bird use Exponent to consult on battery safety and technology, the same company utilized by Tesla. Batteries are handled safely, and dealt with by a recycler that is certified in environmentally friendly disposal. Our standard operating procedure for handling batteries was developed by Jeff Lulich, our Environmental, Health, and Safety Manager, who has more than a decade of experience with hazardous materials, and previously established protocols for the U.S. Air Force and Tesla. Every Service Center employee is trained to handle electronic waste safely and responsibly. At end-of-life, batteries are handled by iTAP, a vendor certified as an R2 Responsible Recycler, and maintains a management system that is in compliance with R2:2013, ISO 9001:2015, OHSAS 18001:2007, ISO 14001:2015, and other practices for responsible recycling.

Recycling of all components of non-working scooters to the maximum extent possible: Parts that cannot be reused are organized into like materials and picked up by R2 or e-Steward certified recyclers. Our vendors follow responsible recycling and disposal practices and are in compliance with: R2:2013; ISO 9001:2015; OHSAS 18001:2007; and ISO 14001:2015.

3/4) Scoot's approach to maintenance, cleaning, and repair of scooters, safety check protocols, and minimum standards for repair and cleaning; Procedures for customers to notify Scoot that there is a safety or maintenance issue with a scooter, and procedures for removing that scooter from service until it is inspected: Please see Section D and E for more information on our maintenance and see Page 5 on procedures for customers to notify Scoot if there is a safety or maintenance issue. Scoot runs a rigorous maintenance, cleaning, and repair program. Our operations team is locally hired and trained to continuously monitor maintenance and cleaning needs. To understand how maintenance, cleaning, and repair fit into the bigger picture, we outlined our continuum approach below:

Hire & Train	As described in Section G build a strong local service center & field teams; provide specialized training on micro-mobility maintenance, cleaning, and repair.
Maintain	Perform regular preventative maintenance, repair, and cleanings to maximize uptime, ensure scooter meet MTA's standards, and deliver an appealing, user-friendly service.
Monitor	Collect the public's feedback regarding potential maintenance needs through a variety of feedback channels, including our field team. When a scooter requires attention, it will be hidden from riders on the app until it's inspected and the issue resolved.
Respond	Field staff perform minor maintenance & cleaning, and understand when to route scooters to the service center. Staff follow protocols, and maintain a record of what they service.
Recycle Responsibly	When it's time for a scooter to be retired, we recycle parts and responsibly retire hazardous materials like batteries. This process will comply with San Francisco's Zero Waste Policy. While the majority of scooter parts can be reused or recycled, batteries are dealt with by a local recycler certified in environmentally friendly disposal.

Maintenance, Repair and Cleaning

Scoot maintenance checks scooters on a daily basis to flag maintenance and repair needs, and will perform maintenance checks that surpass the two-month requirement, as outlined below. Scoot keeps a detailed record of maintenance activities and tracks exactly when a device was last maintained; if a scooter is soon due for servicing, our operations team will receive an automated alert and will dispatch a local team member to collect it for maintenance. Scoot will follow a stringent cleaning plan - it's tiered system of regular checks and in-field cleanings and as-needed and periodic service. Scooters will be measured against Scoot's cleaning standards, defined by: Clean contact points - handlebars, brake lever, and bell cleaned with antibacterial solution in last a minimum of once a week; Graffiti-free - Frame and all bike components are free from visible markings like graffiti and tags; and Otherwise attractive - Overall, the scooters is free from excessive dust or dirt and is visually welcoming for riders and to the public.

5) How Scoot will comply with the City's Zero Waste and Producer Responsibility policies:

Scoot will comply with the City's Zero Waste and Producer Responsibility policies. Our mission to operate 100% electric scooters is premised upon the notion that we must save our planet by reducing waste, eliminating GHGs, and mitigating climate change by reducing over-reliance on fossil fuels. That is why we have worked so hard to be the most environmentally friendly operator in helping the city government achieve its goals of Zero Waste and Environmentally Responsibility/Sustainability goals of Waste Prevention, Reusing, and Composting.

Waste Prevention: Waste Prevention is of the highest concern and priority at Scoot. We strive to go above and beyond the policies set by the San Francisco Department of the Environment, and this goes way beyond our mission of providing a sustainable alternative to cars. From our safe recycling of scooter parts and safe battery disposal, to our office/warehouse using only reusable/compostable kitchenware, we center environmental sustainability at center of our culture.

When scooters are no longer operable, they are delivered to a third party vendor for refurbishing, recycling, or disposal. While the majority of scooter parts can be reused or recycled, batteries are handled by a local recycler that is certified in environmentally friendly disposal.

Reuse, Recycle, Retire: When it's time for a scooter to be retired, we recycle parts and responsibly retire hazardous materials, such as batteries. The majority of Bird One's parts can be reused or recycled, and batteries are disposed by a local recycler appropriately certified in environmentally friendly disposal: Energy usage and efficiency: We have been using CleanPowerSF wherever possible including in all of our MTA partner garages. We are working with SFPUC to ensure all Scoot facilities run on ultra clean, Hetch Hetchy power. Our parent company purchases renewable energy credits and carbon offsets to minimize the impact of non-revenue VMT. Finally, Scoot worked with Harlan Kelly, GM of the SFPUC to support the Clean Power Initiative passed by SF voters last Fall; We require all charging to be done within San Francisco; and We invest heavily in increasing scooter fleet longevity to minimize scooter production environmental footprint: The Scoot scooter deployed in San Francisco is the Bird One. This scooter was custom designed by Bird in Santa Monica, to provide up to two years of reliable, sustainable rides. When retired, components can be reused or recycled. The Bird One is the toughest, most reliable, longest lasting, built-for-sharing scooter available. See "Complete Life-Cycle Analysis" section on pages 18 and 19.

6) Scoot's commitments to ensuring scooters do not defile the environment: We have always treated our electric scooters as precious assets that should do more environmental good than harm. But some people still throw them in the Bay. We combat this through: Prevention: If scooters are found in the Bay, Scoot will use geofencing and **Bluetooth beacons** to implement no-parking zones near the area where they are found; Damage Limitation: Critical components within Scoot scooters are encased to prevent damage to our scooters and the environment in the event of water exposure or submersion; Recovery: Within four hours of receiving a report of a scooter in a waterway, we will deploy a trained, in-house retrieval specialist to collect the scooter; Reducing VMT: We seek to leverage Bird's commitment to reduce carbon emissions by using vans/trucks to support scooter deployment comprised of an electric van, electric cars, electric motorbikes, and an electric cargo trike. We also use several conventionally fueled vans but look forward to obtaining more electric vans and trucks as they come available and meet the unique requirements of our operation.

7) Overall fleet size to Permitted Scooter ratio needed to maintain a given number of Permitted Scooters:

We request permission to deploy 2,500 scooters in San Francisco. In addition to those 2,500, we will keep another 1,500 scooters on hand for recharging, repairs, and replacement. This works out to a ratio of 1.6 scooters for every permitted scooter.

G. HIRING AND LABOR PLAN

1) Staffing plan, including hired staff and contractors, for operation and maintenance of Powered Scooter Share program:

Scoot will continue our commitment to hire full time employees to perform most of our critical operations functions including charging, deployment, rebalancing and maintenance. We do not and will not use independent contractors or 'gig workers.' Scoot's San Francisco operations staff fall into three broad categories.

- **Fleet Managers and Operations Associates:** direct the work of Mechanics, Field Staff members, and their respective shift supervisors to maximize the number of Scoots available to riders. This ensures that Scoots are available, properly parked, charged, and safe to ride. These roles perform a combination of people management and analysis. All Fleet Managers and Operations Associates are salaried, full-time employees of Scoot. They receive paid time off, generous benefits, and stock options.
- **Mechanics:** These individuals often come from motorcycle or bicycle repair shops or have spent years working and building their skills under more experienced Scoot mechanics. Mechanics work primarily in our service centers on more complex repairs. All of our Mechanics are hourly, full-time employees of Scoot. They receive competitive wages ranging from \$20 to \$30 per hour, along with paid time off, generous benefits, and stock options.
- **Scoot Field Staff:** Our Field Techs spend much of their time on the streets including, inspecting scooters, performing fixes, swapping batteries, moving improperly parked scooters and rebalancing. They are also our 'Street Ambassadors', answering questions from our riders and neighbors. Roles range from experienced Field Technicians, qualified to make repairs, to Drivers and Battery Swappers. We hire for diligence, technical aptitude, people skills and a passion for shared electric scooters. Scoot Field Staff are hourly, full-time employees. They receive competitive wages ranging from \$20 to \$26 per hour, as well as paid time off, generous benefits, and stock options.

Workforce CBO Partnerships: On occasion Scoot partners with community workforce organizations such as Success Centers, PRC and the Salvation Army as well as other workforce staffing agencies to source trainees and staff members. We require that these workers receive competitive wages, and that their employers are fully compliant with all labor laws including paid overtime, paid time off and access to benefits. We draw the best talent from this group and offer opportunities to many clients of these programs who have various barriers to employment, such as re-entering citizens to help grow our Field Staff.

2) Employment standards for contractors and full-time employees: Scoot full-time employees are paid competitive wages, including benefits, and we require our vendors/contractors to do the same. We will not use any independent contractors in our core operations. We respect our employees, and will maintain a harmonious relationship with them or any association acting on their behalf. In addition to our on-going support described above, we evaluate our practices with respect to our staff to ensure open lines of communication, engagement, and payments for services that are consistent with the marketplace and operational needs. All services providers and employees are encouraged to provide feedback about working conditions and their experience.

3) How Scoot's hiring plan will comply with state and local laws, and best practices regarding equal opportunity, local hiring, and fair wages: Scoot's hiring for local staff complies with all state and local laws and fair and equitable hiring practices, as well as equal opportunity guidelines. We believe that City leaders know best, and we will honor the authority and jurisdiction of the City, and abide by all rules and regulations set forth. Scoot is a proud equal employment opportunity employer. We welcome everyone regardless of race, color, religion, sexual orientation, national origin, age, disability, veteran status, gender identity, or any other category under applicable law. We are dedicated to providing an inclusive, open, and diverse work environment. It is important to us not just to hire locally, but to ensure that we are offering jobs to the communities that need them most. That is our commitment to San Francisco. We are proud of our track record of providing local employment and economic opportunities, especially for underserved communities, and would be glad to provide examples, references, and testimonials of our past efforts. Scoot sources workers locally, with a focus on hiring from underserved communities. Our operational jobs offer career-level opportunities and training to arm our team with the skills necessary to maintain our operations and develop expertise in the micro-mobility industry. At Scoot, we pay competitive, fair wages to local part-time and full-time staff. We are committed to working with the City on new and innovative ways to achieve the best outcomes for the community we serve. Scoot has an established track record of working with City and County agencies and community based partners around hiring and fair wages. We know that cities are made stronger when families and individuals are connected with job opportunities that promote financial security and independence.

4) How Scoot will be transparent with any contractors in regards to hourly rate net of job related expenses:

Scoot would provide transparency with regards to hourly rate net of job related expenses by providing comprehensive statements of work (SOW's) that would be agreed upon prior to contract engagement commencing. The SOW and related task orders would be priced accordingly and all financial transactions would comply with state and local laws and accounting best practices, including minimum wages established by San Francisco. We will not use any independent contractors in our core operations.

5) Skills and training procedures for staff and contractors

Scoot employs dedicated technical trainers who focus on equipping our Field Staff and Mechanics with the skills and knowledge they need to perform safe and reliable service to our scooters while upholding the rules set forth by Scoot, the MTA, and the City and County of San Francisco. Training programs are designed around each specific scooter, ensuring that best repair practices are upheld. Technicians work through a four-tier, in-house training program, gaining certifications to perform repairs after completing skills testing, which promotes professional growth and longevity at our company. Field Staff progress through the following tiers:

- Tier I (Driver/Swapper): Battery swapping, scooter pick-up and drop-off, scooter inspection and diagnosis in the field
- Tier II (Field Technician): Scooter diagnosis and repairs in the field and basic technology training
- Tier III (Mechanic): Basic scooter repairs in the shop and advanced technology training
- Tier IV (Senior Mechanic/Trainer): Advanced scooter repairs in the shop and senior tech training

Training and reference materials are provided to technicians by Scoot's and Bird's Service Engineers, giving them access to up-to-date repair and maintenance procedures. In addition, Scoot/Bird employees have access to company paid continuing education as well as opportunities to work with Mechanics from all over the world.

6) Labor Harmony Plan

Scoot endeavors to be the employer of choice across all job functions, but we pay particular attention to presenting competitive opportunities to our hourly staff. Field Staff are the single biggest category of employee at Scoot, so the job satisfaction of those team members is a priority. In addition to paying competitive wages, providing excellent benefits, and offering stock options, Scoot includes our hourly staff in the inner workings of a very fast-paced startup, enabling them to experience how this new type of company works.

Our San Francisco Field Staff operate over three 8.5 hour shifts: early morning through early afternoon, early afternoon through late evening, and late evening through early morning. This schedule gives us 24-hour coverage most days of the week, allowing flexibility for distribution, operation, and maintenance activities during the most productive and least disruptive times of day. This timing also allows Field Staff on all of our shifts to use public transit to get to work, as all shifts begin and end during regular BART and Muni service hours.

Careful consideration is given to scheduling, ad-hoc deployment and contingency planning to ensure consistent distribution, operation, and maintenance – this is accomplished, in large part, through open lines of communication between those providing services, the Scoot community (including non-rider community members), and the Scoot in-house teams. We also uphold workplace standards related to employee safety as outlined in OSHA rules and through the established and supervised programs for the education and training of managers and employees in the recognition, avoidance and prevention of unsafe conditions in employments

Moreover, Scoot relies on technology and data to make calculated decisions about its field operations, including when, where, and how to deploy personnel. Additionally, we prioritize engaging Field Staff from communities where vehicles are deployed to ensure consistent distribution (with minimal environmental impact) and ensure we are hiring based on the demand of our operations. For more information on wages and working conditions for our staff, please see "Staffing Plan" above. Scoot recognizes the rights of employees to organize and join unions, pursuant to the National Labor Relations Act. Scoot further recognizes the MTA's position that the businesses to which it issues permits must maintain labor harmony with related unions, so that operations are not inhibited or disruptive to the general public. Scoot will continue to:

Abide by applicable law and act in a good faith manner in the case that its employees decide to organize or join a union; when necessary, meet with an applicable union to discuss and resolve any potential issues or disputes relating to the operations of Scoot and its employees for the purpose of avoiding handbilling, picketing and other demonstrative conduct that could lead to labor disharmony; and; when necessary, take appropriate legal action that would require an applicable union to engage in any demonstrative conduct in a peaceful manner that does not disrupt the general public, and seek an injunction when necessary if such conduct violates applicable law.

As part of Scoot's leadership on employment in the new mobility industry, Scoot's founder, Michael Keating, is participating in a multi-stakeholder group convened by the Aspen Institute and the New Urban Mobility Alliance/ World Resources Institute, advising on the future of labor and mobility.

H. COMMUNITY ENGAGEMENT PLAN

Our Community Engagement Plan (see next page) builds upon established outreach efforts to operate an equitable, multi-modal, electric transportation system that expands access and contributes to the fair treatment, opportunity, and advancement of all people, including the most vulnerable residents in our city.

Providing clear information: We communicate via regular Network Update emails to riders, our website and blog, social media, and in-person events. We cover topics such as changes to our service area, expansion of our fleet, rider highlights, and safety tips. We also cover local business partnerships, instruction schedules, free helmet giveaways, new scooter types, events with our community partners, instructional demonstrations, and promotional events to advertise our Community pricing plan. We have also created formal partnerships with community-based job training programs to provide industry training and employment opportunities for the technology, mechanic, and transportation/logistics industries.

We distribute printed material in Key Neighborhoods that is available in multiple languages, including English, Spanish, and Chinese (see Appendix M). These materials cover our Jobs Program, Community Plan Pricing, Service Area FAQs and more. We share materials at our community events, hang them in our moto garages, and distribute them via our team throughout the city in partnership with CBOs. We also provide our Field Mechanics with flyers to share with non-rider neighbors who want to learn more about our services, and we include our hotline number in case they need to contact us.

Ensuring that community concerns are regularly heard and considered: We have an experienced team of customer and community support specialists. Our Rider Reps are available for 24/7 support for our riders or neighbors, and our Community Manager monitors all social channels for neighborhood feedback, unsafe riding complaints, parking concerns, and general community inquiries. Feedback and concerns are addressed daily, and compiled by the teams to inform our weekly and monthly all-hands meetings that enable us to study trends, track progress, and plan deeper partnership strategies with our growing list of community partners.

Incorporating community feedback to support local programming: While we are a shared-mobility company, Scoot cares about what communities care about - transportation equity, workforce opportunities, and economic development in the most distressed areas. Beyond communications, Scoot is updating our Community Engagement approach to encompass policy and programming ideas that can support local efforts already underway in communities that are struggling most with inequitable access to transit and multi-modal options, and workforce connectivity. We are expanding our community-based partnership approaches to include the following:

- **Quarterly assessments of service areas** and zone map for both of our modes - mopeds and scooters. We want to include community input that reflects the changing needs and landscape for many Key Neighborhoods and Communities of Concern, and seek to gather that input in authentic ways on an ongoing basis. We will receive feedback through community surveys, events, and sponsored activities and propose changes in advance before making major changes to service areas and zones.
- **Seek resident feedback** about safety, parking, transportation infrastructure, workforce development, and other issues that are raised by residents in our service area, particularly in Key Neighborhoods. This feedback will be collected through community events, and our new Streets for All, Safer Streets app. Proposed resolutions to these concerns will be posted as they are achieved.
- **Policy and programmatic support for community concerns** - Where Scoot can engage effectively towards areas of mutual concern for communities seeking more from the city, the technology sector, and transportation entities, Scoot is seeking to go deeper with communities by establishing authentic partnerships that support community needs for economic development, transportation infrastructure, and workforce development. When many companies seek to simply sponsor events to gain community validation, we seek to authentically support the needs of community where it aligns with our core mission and goals as an organization.

Targeted Community Outreach Plan: We will continue our partnerships with community residents, CBOs, and associations to inform our service delivery, accessibility, and community impact. A detailed list of community partners and contacts are listed on pages 28, and below is a summary of past activities in Key Neighborhoods.

- **The Bayview:** In 2018 we began our relationship with Dwayne Jones and Andrea Baker Consulting. We worked with them to get to know members of leading community organizations such as EDoT, Bayview Merchants, Young Community Developers, Urban Education Academy, A. Philip Randolph Institute and more. As we expanded our scooter service into their neighborhood, we worked with the local shops along Third Street to understand the community's transportation needs. We have also sponsored the Renaissance community event, Bayview Sunday Streets, and hosted community dinners with our team at local restaurants, such as Radio Africa and Triple Voodoo Brewery. Additionally, we have upheld our commitment to making scooters always available in the neighborhood to ensure equitable access.
- **Chinatown:** Our approach to engaging with the residents of Chinatown include regular meetings with TRIP, translating our app and materials into Chinese, designing our service area in response to concerns about parking on Chinatown's narrow sidewalks, and events during which we explain our service to residents so that they are aware of how to use it.

- **SOMA:** Western SOMA has been home to Scoot HQ for eight years. We run our maintenance facility out of SOMA and manage five parking and charging garage locations across the neighborhood. Over the years, we have worked with Supervisor Haney and several CBOs including Success Centers, United Playaz, ARC, Goodwill, and East Cut CBD.
- **The Excelsior:** We have worked closely with Supervisor Safai to ensure that scooters are available to residents along the Outer Mission business corridor. Since then, we have expanded the area to include most of Mission Terrace, as well as the Glen Park BART station. We have had dialogues with Excelsior Action Committee and the District 11 Council, and have participated in Excelsior Sunday Streets.
- **The Mission:** We have consulted with Amy Beinart in Supervisor Ronen’s office to ensure that our distribution is equitable, and have reached out to local organizations, including 24th Street Merchants, Mission Neighborhood Centers, Carnaval San Francisco, Calle Vicente Cuarto, and more. We have also participated in the Valencia Sunday Streets event.
- **The Tenderloin:** Scoot advocates for Vision Zero, especially in the Tenderloin, where a large percentage of scooter crashes with pedestrian deaths occur. We strongly support Supervisor Haney’s Traffic Safety State of Emergency in the Tenderloin. We have worked with the Tenderloin Community Benefit district as well as TNDC.

Multilingual communications services: With nearly half of San Franciscans speaking a language other than English at home, we know how important it is to offer our service in more languages. We provide 24/7 multilingual communication services and we commit to making our website and any community outreach materials available in additional languages as specified by the MTA. Website: <https://scoot.co/san-francisco/> in English, Spanish, and Chinese. We will add Tagalog before the end of the pilot permit. 24/7 Call Center and Mobile App: Our customer support center (1-866-205-2442) accommodates TTY relay services. Our mobile app can also be used to provide feedback, submit consumer inquiries, and report issues or incidents. Customer service by phone or through the Scoot app is currently available in Arabic, Catalan, Chinese, Czech, Danish, Dutch, English, Finnish, French, German, Hebrew, Hungarian, Italian, Japanese, Laotian, Polish, Portuguese (Brazil), Portuguese (Portugal), Romanian, Russian, Somali, Spanish (Mexico), Spanish (Spain), Swedish, Thai, Turkish, Ukrainian, and Vietnamese. We will add Filipino (Tagalog) before the end of the pilot permit. Our contact information is prominently displayed on each Scoot scooter, as well as on our app and website. Every scooter has a unique identifier, making it easy to report issues.

Communications strategy routinely updated upon any service change: Our engagement with riders is a two-way street of meaningful feedback and communication that is used to inform our service in the communities where we operate. Scoot communicates with riders routinely, providing updates on topics that include: safety rules, events, local rules, pricing changes, service areas, updates on devices, operations, membership programs and opportunities to receive rider credits and other incentives. Scoot sends riders communications every fifth ride, or four times a month for frequent riders. We increase the cadence of our communication if we have important updates. Below are the tools we use to implement our communications strategy with riders:

In-app	Through a combination of banners, pop-up notifications, map design, and a local rules section, Scoot provides updates to riders. Examples of information provided include road closures related to city events, pricing changes, safety guidelines and reminders on proper parking and riding behavior.
Email Communications	In addition to in-app messaging, Scoot engages riders through email. Examples of topics raised in emails include membership opportunities to save money for frequent riders, safety tips, rider surveys and service area updates.
Social Media	Scoot has an active presence on social media. Content is tailored for specific cities to provide riders information about events and rider safety engagement opportunities. Updates on changes pertinent to San Francisco will be posted on social media, per MTA's requirements.
Events	Scoot has dedicated community engagement teams in the cities it serves, which provide in-person access for riders to get information on how-to-use, rider safety information, free helmets, pricing, and services areas, among other topics.
Website	Scoot's website offers comprehensive information, which will include a page for searchable service change updates page in San Francisco, along with a browse-able record of all previous updates.

Strategy to incorporate community input into Adaptive Scooter Pilot Plan: Please see [Section D](#) on the Adaptive Scooter Pilot Plan which includes information on how we will gather and incorporate community input.

Maintain a Shared Database for Community Feedback Concerns: We will provide a detailed spreadsheet of all community feedback and concerns on a monthly basis to MTA with discussion notes, comments from community stakeholders, and explanation of proposed next steps.

Plans to expand outreach beyond current users or target market: Our Engagement Process –

We Prepare and Plan: As we meet with CBOs, we track all of our relationships and share them with MTA on a monthly basis. We track each event, including how many people we speak with and how many riders we train with our in-person safety courses (over 3,000 to date). Additionally, we meet as a team to set targets for community events, such as the ten Sunday Streets events we are attending this year. Our goal is to know our riders and neighbors and serve as many of their needs as possible.

We Partner Up: Over our seven years of operation in San Francisco, Scoot has partnered with local businesses to raise awareness and bring equitable transportation options to underserved communities. These organizations include Bay Area Motorcycle Training and Vision Zero Network, the Bayview Merchants Association, Bayview Makers Mashup, Renaissance Entrepreneurship, Young Community Developers, APRI, and CDC TRIP, among many others. We will continue to form new partnerships to better serve all of San Francisco's communities.

We Engage: When we were preparing to launch in the Bayview, we hosted a community event at Flora Grub to meet the local merchants and business owners along Third Street. We followed up with a pizza party at All Good Pizza in partnership with Kristin Houk and the Merchants of Bayview. Our Community Manager attended Sunday Streets (9 of 10 in 2019), and our Marketing team hosts street team events across the city (over 30 since 2017) to chat with residents and riders. Our Public Affairs Manager attends weekly meetings with community organizations.

We Collect Feedback: At the many events we attend, we speak to riders and neighbors and gather feedback on Scoot's presence in their neighborhoods. We spent the whole of this year's pilot *listening*. Now we are ready to propose specific programs for community involvement.

We Analyze and Act: The feedback we gather through our outreach is compiled and shared with the team for consideration and action. Once our team determines the necessary actions, we report to the community partners to propose next steps. For example, in response to concerns expressed by our neighbors in Chinatown, and in consultation with TRIP, we determined that the very narrow sidewalks of that neighborhood were not suitable for scooter parking. Those streets are now geofenced in our app so that riders can pass through the area but cannot park or leave their scooters there. Instead, we offer Scoot Motos at two charging stations nearby.

Additional steps: Due to the success of past roundtable "listening sessions," we are hosting another one in the Bayview at All Good Pizza on August 20th. Over a communal dinner, we will ask the neighborhood merchants and residents how they feel the last year of the pilot program has gone and what they would like to see in the future. We plan to continue this format with the Excelsior and other CoCs in the coming months. We are also establishing a Community Board. We look forward to kicking this off and sharing our notes and takeaways with the MTA.

Annotated record of community engagement efforts: Please see below under Scoot Outreach and Partnering Organizations. In addition, we provide a detailed spreadsheet of all community outreach efforts on a monthly basis to MTA in the form of a searchable log of meetings with agendas, discussion notes, and comments from community stakeholders, and explanation of how the permittee responded. Virtually every department at Scoot is involved in community engagement and outreach efforts. Our Customer Service and Fleet Teams work in tandem to assist riders and community members alike 24/7. Scoot resolves hundreds of incidents every week, including rider assistance needs, community concerns, 311 calls, and mis-parked scooters.

Community Engagement Staffing Plan

Below is a list of key staff members with community engagement responsibilities.

Bob Walsh, Senior Manager, Public Affairs: Born and raised in San Francisco, Bob was Scoot's San Francisco General Manager and is now responsible for public and government relations at Scoot in San Francisco, including working directly with elected government officials, community leaders, neighborhood and merchant associations, advocacy groups and more.

Christopher Brown, Government Partnerships: Christopher oversees Bird's relationships with local governments and communities. Prior to Bird, Christopher was with PolicyLink in Oakland and was staff to the U.S. House of Representatives.

Jasmine Wallsmith, Communications and Events: Jasmine manages Scoot's presence everywhere from local events to conferences. She has organized and run over 100 events for Scoot, with an emphasis on street team and community events.

Shivam Vohra, City Product Manager: Prior to joining Scoot, Shivam worked as a transportation engineer at SFMTA and Nelson\Nygaard, delivering Vision Zero projects in the Tenderloin, SOMA, Chinatown, Bayview and Excelsior.

Reyna Taylor, Customer Support: Reyna and her team support our riders, answer questions about our service, and attend outreach events in San Francisco for users and non-users of Scoot. Reyna has a decade of customer support experience and grew up in San Francisco.

Martin Fatooh, Community Relations: A native San Franciscan, Marty fosters community partnerships and advocates for the region in the mobility space. Prior to joining Bird, Marty served as a legislative aide at the San Francisco Board of Supervisors.

Santiago Delgadillo, Marketing and Events: Santiago manages Scoot’s event logistics, content creation, and in-person orientations, including Scoot’s scooter outreach events around the city, in-person scooter trainings, safety demonstrations, and free helmet giveaways.

Andrea Baker, Community Development Consultant: Andrea has fifteen years of experience in outreach to culturally diverse SF neighborhoods, such as Bayview-Hunters Point, Fillmore, Oceanview/Merced/Ingleside, Chinatown/North Beach, and the Mission.

Culturally Sensitive Marketing Plan

Considering language needs, cultural heritage, community sensibilities and the unique cultural landscapes of communities of concern and districts in the city, Scoot has created a robust, community-focused and culturally sensitive marketing, outreach, and engagement plan. The plan is designed to increase awareness on the benefits of scooters, thus increasing the use of equity programs such as our low-income plan.

Marketing and Advertising

Scoot will conduct the following marketing and advertising activities to support the program, ensuring to work with community partners and members of ethnic press to ensure that Scoot’s efforts are culturally sensitive, relevant and effectively engaging a diverse group of San Francisco residents:

Local ethnic press advertising	Sing Tao Daily, World Journal, The Epoch Times, San Francisco Bayview, Bay Area Reporter (LGBTQ Newspaper)
Multilingual digital advertising	Ethnic press and digital influencer engagement, with a focus on multilingual communities.
Promotion on city-owned assets as permitted	Waste disposal trucks (through potential partnership with Recology), bills, city newsletters, transit shelters San Francisco International Airport, taxicab, and San Francisco Municipal Railway vehicles.
Program specific in-app banners	Appears in riders preferred language used for app.
Program press release and earned media outreach	With a focus on local ethnic media.
Printed flyers	With multilingual instructions and promotional codes on vehicles.
Flyers	Multilingual materials distributed in libraries, community centers and local organizations.
Online	Email and social media communications.
Information on Scoot’s website	With key information and marketing efforts available in languages required by San Francisco Municipal Transportation Agency, Chinatown Community Development Corporation’s TRIP Program including Spanish and Chinese.

Partner-Ready Programs

Local Hiring: Our business relies on the talent and character of our Scoot employees. The majority of our San Francisco operations team members have lived in the San Francisco Bay Area for over seven years. We created our own four tier training and certification process, which allows Scoot to hire interested workers and teach them to become light electric scooter mechanics in as little as 18 months. We work with local employment development organizations, listed under Scoot Outreach, below. Our of our recent full time hires are individuals referred from these organizations who are re-entering the job market after dealing with difficult personal issues, such as addiction, homelessness, and incarceration. For more about our competitive compensation and professional growth opportunities see Section G on employment practices.

Community Based Organizations: Scoot will continue to partner with and provide discounted transportation services to community based organizations (various pricing programs as described in Section C) to ensure equitable access to all San Franciscans. For a full list community based organizations that Scoot has engaged. please see page 28.

Scooter Safety Courses: Scoot offers at least two classes each month on the safe operation of our electric mopeds and scooters. To date, we have trained over 3,000 people through in-person classes alone. Our trainers have M1 licenses and are certified through Scoot's own instructor training protocol. In addition, Scoot will partner with the San Francisco Bicycle Coalition to host classes and fun rides in various neighborhoods and in multiple languages.

Culture and Arts:

Over the many years we have been serving San Francisco, Scoot has participated in many events that honor the diverse and unique backgrounds of our citizenry. From sponsoring events like the Renaissance Bonanza at the Bayview Opera House to an American Idol Karaoke night for Homeless people living in the Tenderloin to participating in Pride with a full squad of Scoot employees, we value all of San Francisco's many cultures. Looking ahead, we will enhance our cultural marketing by scheduling monthly 'Mixers' held in various neighborhoods throughout San Francisco.

As an example, Scoot introduced our service in the city of Barcelona, Spain by decorating the fairings of 1,000 electric bicycles with art created by a recognized local muralist, Mia Hamada, turning our fleet of bikes into a moving mural for the enjoyment of all. Scoot will celebrate culturally distinct aspects of select neighborhoods by customizing our scooters with designs unique to the cultures of those neighborhoods. These scooters can be ridden anywhere in the city. This effort, including artist selection and design choice, will take place in partnership with neighborhood residents and merchants, with a particular emphasis on celebrating the cultural heritage of each featured neighborhood. We have received positive feedback on this project from the offices of Supervisors Ronen, Walton, and Safai and will get feedback on the concept from other neighborhoods in the coming weeks.



These mock-ups were created by a Scoot designer. Actual designs will be sourced from the communities.



Local Small Business Promotion: Scoot has been working with merchant associations, such as Bayview Merchants Association, Merchants of Butchertown, and the Castro Merchants Association, to ensure that we are aware of their needs and that we maintain an open line of communication. Since October 2018, Scoot has partnered directly with local businesses such as Radio Africa, Triple Voodoo Brewery, All Good Pizza, Flora Grubb, Smitten, Outdoor Voices, and more, to host events educating attendees about Scoot and shared scooters in general. We will continue to develop these partnerships as we expand our service to more neighborhoods.

Below is a partial list of geographically and culturally diverse community leaders, organizations, elected officials, and government agencies with which we have interacted with at some level as part of our community engagement and outreach efforts.

Geographic Distribution of Partnering Organizations: Bayview, Bernal Heights, the Castro, Chinatown, Diamond Heights, Excelsior, Glen Park, The Haight, Hayes Valley, Hunters Point, the Mission, Mission Bay, Mission Terrace, North Beach, Pacific Heights, Portola, Potrero Hill, Richmond, SOMA, Sunnyside, Sunset, Tenderloin, Twin Peaks, Upper Market, West Portal, Western Addition, and Visitacion Valley.

Partnering Organizations

Young Community Developers (Bayview), Chinatown CCDC, SF Bicycle Coalition, Transform, Positive Resource Center, Sunday Streets, Urban Education Academy, Success Centers, Walk SF, People Protected, Renaissance Centers, and TNDC.

Scout Outreach

Advocacy Organizations (19): Bay Area Alt Car Expo, Bay View Community Planning, Bay.org/Eco Center, Bayview Hunters Point CAC, Chinatown Community Development Center, Coalition for Adequate Review, Economic Development on Third (EDoT), Excelsior Action Group, Housing Rights Committee of San Francisco, Martin Luther Tower, Mission Local, Our Mission: No Eviction, People Protected & SF Bike Coalition, SF Bike Coalition, San Francisco Tenants Union, TRIP Chinatown, Walk MS, Wild Equity Institute.

Community Benefit Districts (4): Castro Community Benefit District, East Cut Community Benefit District, Lower Polk Community Benefit District, Tenderloin Community Benefit District.

Community Benefit Organizations (38): 100% College Prep, 3rd Street Youth Clinic, ACT- SF, APRI, Asian Pacific American Community Center, BRITE, BVOH, Bayview Senior Services, Bayview YMCA, Bernal East Design Review, Bernal Heights Housing Corporation, B'MAGIC, Calle 24 Latino Cultural District, Causa Justa, Chinese Progressive Action Fund, City of Dreams, College Track, Community Design Center, Community Leadership Alliance, Community Tenants Association, Community Youth Center, EqualitySF, Eureka Valley Trails/Art Network, Goodwill Industries, Hunters Point Family, KIPP Bay Area, Livable City, Mission Economic Development Association, Native American Health Center, Nextdoor in Little Hollywood, PODER, Positive Resource Center, Richmond Neighborhood Center, Samoan Development Centre, Shafter Avenue Community Club, South of Market Community Action Network (SOMCAN), St. Paul of the Shipwreck Church, Sunday Streets, Urban Education Academy, Wise Health, Young Community Developers.

Community Organizers (6): Angelique Tompkins, Kaslofsky and Associates, Project Impact, Sue Hestor, Theo Ellington, Tyra Fennell.

Elected Officials (15): Aaron Peskin, Ahsha Safai, Catherine Stefani, Gordon Mar, Hillary Ronen, Jane Kim, Janine Li, Julie Tang, London Breed, Malia Cohen, Mark Leno, Matt Haney, Sandra Fewer, Shamann Walton, Suzy Loftus.

Government Departments (14): Anna Waden Library, Bayview Library, CCSF, Candlestick Point State Park, Housing Authority, Mayor's Office Community Development, Mission Economic Development Association, Office of Community Investment and Infrastructure, SF Office of the Environment, SF Parks and Recreation, SF Planning Commission, SFPD, San Francisco CTA, Southeast Community Facility.

Organized Labor (5): Carpenters Local 22, Carpenters Local 22 c/o NCCRC Research, SF Building and Construction Trades Council, SF Labor Council, The Teamsters.

Local Businesses (10): Bayview Beacon, Bayview Footprints, Bike Hub at CalTrain SF, Hop Past Brew Pub, Law Office of Stephen M. Williams, Old Skool Cafe, Public Glass, SF Bay View Newspaper, Sherwin Williams, Zaccho Dance 24.

Neighborhood and Merchant Associations (31): Bayview Heights Neighborhood Association, Bayview Hill Neighborhood Association, Bayview Merchants Association, Bernal Heights NDRB, Bernal Heights Preservation, Bernal Heights South Slope Organization, Calle 24, Castro Merchants Association, Coleridge St. Neighbors, D11 Council, Diamond Heights Community Association, Diamond Heights Homeowners Association (DHHOA), Friends of Upper Douglass Dog Park, Glen Park Neighborhood Association, Greater West Portal Neighborhood Association, India Basin Neighborhood Association, Inner Sunset Neighborhood Association, Merchants of Butchertown, NEMNA - Northeast Mission Neighborhood Association, New Mission Terrace Improvement Association (NMTIA), OMI Neighbors in Action, Outer Mission Residents Association, Portola Neighborhood Association, Portola Place Homeowners Association, Potrero Hill Neighbors/Save the Hill, SOMA Neighborhood Association, Sunnyside Tenant Association, Twin Peaks Eastside Neighborhood Alliance (TPENA), West of Twin Peaks Central Council, Western Addition Neighborhood Association.

I. DATA-SHARING END POINT

MTA currently has secure access to Scoot API endpoints as specified by agency-prescribed data standards for the pilot program, and an authentication token to access these endpoints has been shared with MTA staff. Scoot is proud to have technical staff work directly the City staff for data needs, including triaging issues, identifying paths forward, and implementing solutions on a timely basis. Scoot has a strong history of proactively informing MTA about any issues that arise with operational data, and resolving them as quickly as possible. Scoot is committed not just to meeting MTA data requirements, but also to keeping MTA up to date on emerging technology and associated opportunities and risks in managing all private mobility operators. Scoot is strongly interested in promoting transportation literacy between our two organizations. This way, Scoot staff can continue to better understand how to be effective partners with MTA in delivering a stellar mobility service for the SF public, and MTA can learn more about how technology businesses like Scoot operate.

The endpoints are as follows:

https://mds.bird.co/sfmta/service_areas

<https://mds.bird.co/sfmta/trips>

https://mds.bird.co/sfmta/device_status



J. EXPERIENCE AND QUALIFICATIONS

1) Scoot's qualifications to operate a Powered Scooter Share program: Scoot has operated shared, smartphone-activated, electric scooters in San Francisco for seven years—longer than any other company has offered a similar service in anywhere in the world. Because we began our work in San Francisco by reaching out to MTA for permission and guidance, we helped to create the first shared light electric scooter parking permit (for our mopeds, in 2016). We were also the first provider to offer multiple types of shared, electric scooters to meet citizens' mobility needs. Those offerings included cargo scooters, electric mini cars, electric bicycles, and electric stand-on scooters, making us the world's first multi-modal electric scooter service. And we were the first to introduce integrated infrastructure locks fleet-wide, leading the industry in a more sustainable direction. However, we recognized that we would benefit greatly from additional operating capacity and higher quality vehicles, which are the main reason we decided to partner with Bird. Bird's experience in scooter-share operation is unmatched, as it has operated fleets in over 120 markets and has provided over 50 million rides worldwide. Bird is particularly familiar with managing shared mobility programs in cities with populations over 500,000 people that feature fleets 500+ scooters while staying in good standing.

Below are a few of the benefits that the partnership between Scoot and Bird brings to San Francisco:

Safest vehicle track record in the industry - We have a track record of tens of millions of rides with a reported injury rate at a fraction of one-percent. Our custom-built scooters, including the Bird One we are using in San Francisco, are designed by our own vehicle engineering team, and have not been subject to any recalls or reports of breakage while riding, or operating system hacks that have plagued other operators.

Responsible and safe operations - With voluntary, geo-fenced speed limits and no-ride zones, our easy-to-use Community Mode for reporting issues with our riders, and our willingness to suspend riders who do not ride safely, we are one of the most accountable transportation services in the city. We will continue to distribute free helmets in San Francisco at community events, in partnership with local businesses, and through promotions in our app.

Large, professional, in-house fleet team - Our all-employee fleet team has a proven record of success in adjusting operations to deal with inclement weather as well as major events in cities and can be reached by officials and customers both day and night.

Robust rebalancing - Our local Field Staff re-balance vehicles throughout the day to best meet the transportation needs of residents and visitors. In addition, we use machine learning to predict where clustering (the build up of large numbers of vehicles) is likely to occur and deploy Field Staff to the area in advance of vehicle clustering.

Sustainability - Our vehicles last longer than any others on the market. On average, the lifespan of our vehicles is a year or more with proper maintenance. We expect that our newer models will last even longer.

Complement and increase public transit use - In an effort to increase adoption and usage of public transportation, we provide last-mile access to transit, expand catchment areas, and effectively partner with transit providers to make multimodal travel more seamless, such as through trip planning integration and incentivized station parking. We will continue to partner with BART to bring more people to public transportation in and around our service area in San Francisco.

In April 2019, we released a comprehensive safety report, through which we learned that cities with strong existing bike infrastructure and a commitment to replacing car trips, much like the San Francisco, enjoy safer streets after implementing a scooter sharing program. These and other initiatives showcase our commitment to the safety of the riders and communities we serve. We are also proud to recognize that Bird was the only transportation company to receive the United Nation's 2018 Global Sustainable Development Goal Award for breaking down barriers and integrating profit with purpose.

2) List of other cities Scoot has operated in: Scoot operates in Santiago, Chile and in Barcelona, Spain. Bird has operated in many other dense North American cities similar to San Francisco. Below you will find additional information pertinent to the experience table found on page 31.

*Bird believes it operated in compliance with all applicable laws prior to the creation of the MTA's Powered Scooter Share Permit and Pilot Program. During this time, a number of riders failed to follow Bird's instructions on proper scooter riding by using sidewalks and parking improperly in violation of state and local laws regarding the same.

**Bird does not have an exact accounting of the number of citations it received from MTA for its initial operation prior to MTA's creation of the Powered Scooter Share Permit and Pilot Program. However, all citations (including those initially disputed) were paid prior to its application to the Pilot Program. Bird has received citations from MTA for vandalized scooters taken into the City limits without Bird's permission at a rate of approximately 1 citation per month since October 2018. Bird has paid these citations.

***Scoot suspended scooter service once in November 2018 in order to add locks to our scooters to reduce theft and improve orderly parking. We suspended again briefly in April 2019 to update firmware in the scooters to prevent thieves from reprogramming them for sale.

****Bird does not have an exact accounting of the number of citations it received from SFMTA for its initial operation prior to SFMTA's creation of the Powered Scooter Share Permit and Pilot Program. However, all citations (including those initially disputed) were paid prior to its application to the Pilot Program. Bird has received citations from SFMTA for vandalized scooters taken into the City limits without Bird's permission at a rate of approximately 1 citation per month since October 2018. Bird has paid these citations.

City Name	Legal Compliance	Dates*	Permit Obtained When Required	Time to Max Devices	Average daily fleet size (6 month)	Total trips (6 months)	Length of operation with Permit
San Francisco (Scoot)	Yes	10/15/18 to present	Yes	9 months	170	58,326	7 years (all vehicles) 10 months (kicks only)
Bird operated markets in similarly dense, urban North American cities such as San Francisco							
500 Scooters							
Oakland	Yes	6/22/18 to present	Yes	2-4 weeks	~1,000	255,751	14 months
San Jose	Yes	3/25/18 to present	Yes	2-4 weeks	~1,200	106,216	17 months
San Antonio, TX	Yes	6/22/18 to present	Yes	2-4 weeks	~4,500	574,925	14 months
Atlanta, GA	Yes	5/3/18 to present	Yes	2-4 weeks	~2,000	816,359	15 months
Austin, TX	Yes	3/1/18 to present	Yes	2-4 weeks	~4,500	769,711	17 months
Memphis, TN	Yes	6/15/18 to present	Yes	2-4 weeks	~1,000	189,163	14 months
Indianapolis, IN	Yes	6/15/18 to present	Yes	2-4 weeks	~1,500	286,472	14 months
Los Angeles, CA	Yes	9/1/17 to present	Yes	2-4 weeks	~6,500	1,911,329	23 months
Dallas, TX	Yes	6/29/18 to present	Yes	2-4 weeks	~3,000	500,569	14 months
Denver, CO	Yes	6/1/18 to present	Yes	2-4 weeks	~550	245,873	15 months
Nashville, TN	Yes	5/6/18 to present	Yes	2-4 weeks	~1,200	379,080	11 months
Washington D.C.	Yes	3/29/18 to present	Yes	2-4 weeks	~600	294,363	17 months
San Diego, CA	Yes	1/25/18 to present	Yes	2-4 weeks	~4,500	2,801,989	19 months
Columbus, OH	Yes	7/11/18 to present	Yes	2-4 weeks	~500	277,270	15 months
Mexico City, Mexico	Yes	10/15/18 to present	Yes	2-4 weeks	~850	122,045	10 months
San Francisco (Bird)	*Yes	3/26/18-6/1/18	No	N/A	N/A	N/A	Approx 2 months

City Name	Timely payment of applicable permit fees	Citation Requiring Payments**	Suspension of Service Post-Permit	POC
San Francisco (Scoot)	Yes	0	***	Adrian.Leung@sfmta.com
500 Scooters				
Oakland	Yes	0	No	KOlson@oaklandca.gov
San Jose	Yes	0	No	Ryan.Smith@sanjoseca.gov
San Antonio, TX	Yes	0	No	John.Stevens3@sanantonio.gov
Atlanta, GA	Yes	1	No	cbearn@atlantaga.gov
Austin, TX	Yes	0**	No	Shannon.Brown@austintexas.gov
Memphis, TN	Yes	0	No	Nicholas.Oyler@memphistn.gov
Indianapolis, IN	Yes	0	No	Sonya.Seeder@indy.gov
Los Angeles, CA	Yes	0	No	Jose.Elias@lacity.org
Dallas, TX	Yes	0	No	michael.rogers@dallascityhall.com
Denver, CO	Yes	0**	No	Nicholas.Williams@denvergov.org
Nashville, TN	Yes	0**	No	Billy.Fields@nashville.gov
Washington D.C.	Yes	0	No	Sharada.Strasmore@dc.gov
San Diego, CA	Yes	17	No	fbarraza@sandiego.gov
Columbus, OH	Yes	0	No	JLRyser@columbus.gov
Mexico City, Mexico	Yes	0	No	frivera.semovi@gmail.com
San Francisco (Bird)	N/A	Unknown****	N/A	Adrian.Leung@sfmta.com

K. PRIVACY POLICY, USER AGREEMENTS, AND TERMS OF SERVICE

Privacy Policy

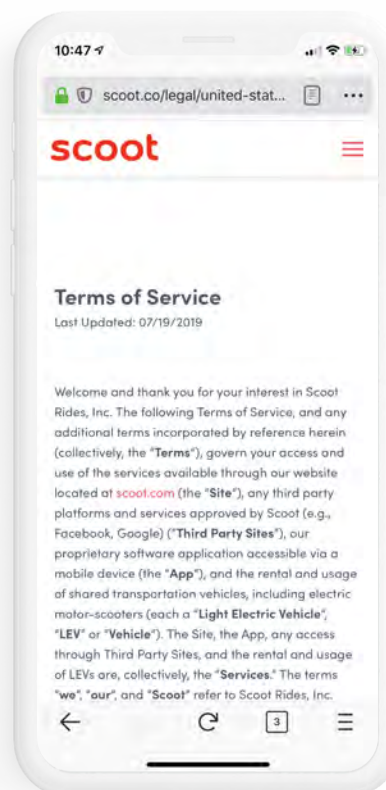
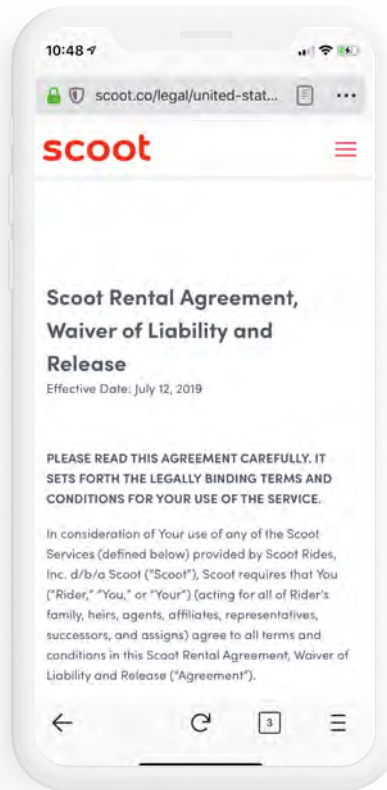
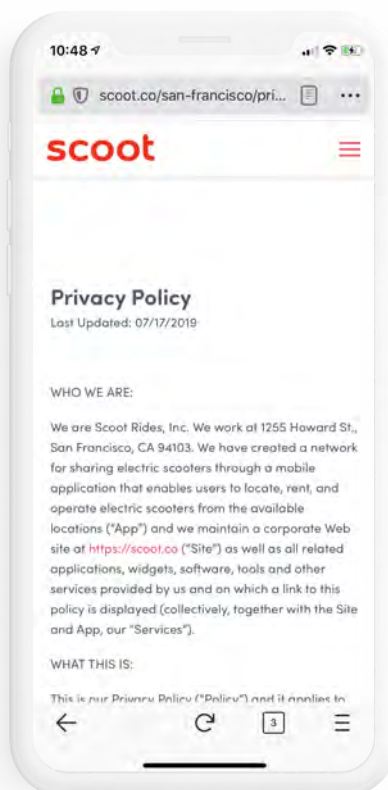
Please see <https://scoot.co/san-francisco/privacy-policy/> for a text-searchable version of our Privacy Policy. Please see Appendix G for our Privacy Policy. Scoot's full Privacy Policy can be found at the following URL: <https://scoot.co/san-francisco/privacy-policy/>. **Method for obtaining acknowledgment/agreement of Privacy Policy:** Riders are prompted to acknowledge and agree to the Privacy Policy when they first download the app. The Privacy Policy is available for riders to access and review at any time in the app, and on Scoot's website at <https://scoot.co>. In the event that there are changes or updates to the Privacy Policy, riders are notified through the app and required to agree to the changes or updates prior to riding.

User Agreement

Please see <https://scoot.co/legal/united-states/scoot-kick-rental-agreement/> for a text-searchable version of our User Agreement. Please see Appendix H for our User Agreement. **Method for obtaining acknowledgment of User Agreement:** Riders are prompted to acknowledge and agree to the Rental Agreement when they first download the app. The Rental Agreement is available for riders to access and review at any time in the app, and on Scoot's website at <https://scoot.co>. In the event that there are changes or updates to the Rental Agreement, riders are notified through the app and are required to agree to the changes or updates prior to riding.

Terms of Service

Please see <https://scoot.co/legal/united-states/terms-of-service/> for a text-searchable version of our Terms of Service. Please see Appendix I for our Terms of Service. **Method for obtaining acknowledgment of Terms of Service:** Riders are prompted to acknowledge and agree to the Terms of Service when they first download the app. The Terms of Service is available for riders to access and review at any time in the app, and on Scoot's website at <https://scoot.co>. In the event that there are changes or updates to the Terms of Service, riders are notified through the app and required to agree to the changes or updates prior to riding.



L. IMAGES AND DESCRIPTION OF POWERED SCOOTER

1. The Scoot Scooter features the following:



SCOOT ONE	SPECS
Weight	38.6 lbs
Range	25 miles
Braking	Regenerative front motor brake + Rear drum brake
Lights	Automatic front + rear LEDs
Connectivity	Bluetooth + cellular
Overall dimensions	43.2 x 18.25 x 46.8
Battery capacity	12800 mah
Max scooter capacity	220 lbs
Wheel size (including tire)	9"
Tire type	Semi solid pneumatic
Kick stand	Side stand
Front lamp	White light visible from a distance of 300 feet in front and from the sides
Rear reflector	Visible from 500 feet to the rear
Side reflectors	White or yellow side reflectors visible from 200 feet
Electric motor	Disengages or ceases to function when brakes are applied

2. Description of Powered Scooter

By teaming up with Bird, Scoot now has access to electric scooters that are custom designed and engineered in the U.S. to exceed the demands of the sharing market. Bird-engineered scooters are built by a world-class team of engineers that have experience working at SpaceX and NASA, and are materially superior to the competition. On average, the lifespan of the Bird One, the model we have deployed in San Francisco, is at least a year with proper maintenance. We expect that our newer models will last even longer. Bird has also built the safest e-scooter in the industry. It is radically redesigned relative to the retail-oriented models initially deployed by all operators, and sets the standard for safety.

The scooter is manufactured by an ISO 9001:2015 supplier. This certification requires a documented Quality Management System and Processes that are regularly audited by independent firms. Bird scooters are the safest, sturdiest, longest-lasting scooters on the road. In addition, Scoot is able to take advantage of Bird's best-in-class safety testing protocol. Our scooters are subjected to rigorous testing at Bird's Research and Development lab, and verified test labs in the USA, APAC, and the EU. The scooters, electrical systems, and batteries comply with all applicable U.S. and international standards, and have received globally recognized safety certifications.

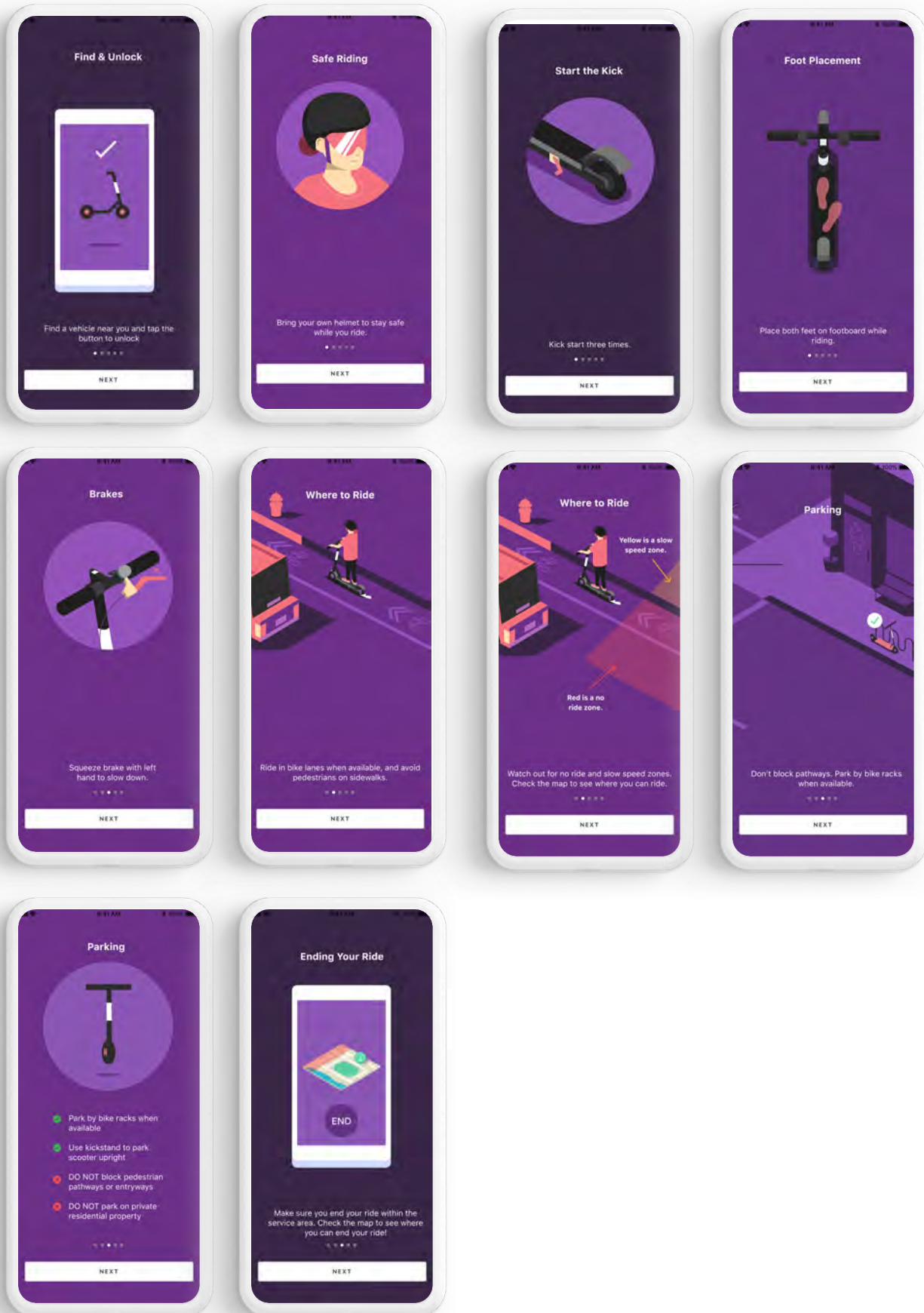
The certifications as seen in Appendix A, confirm Scoot scooter to be operated legally in over 75 countries globally, and guarantee that the scooters are held to the highest standards in the industry for operation and transportation.

M. IMAGES AND DESCRIPTION OF MOBILE APPLICATION

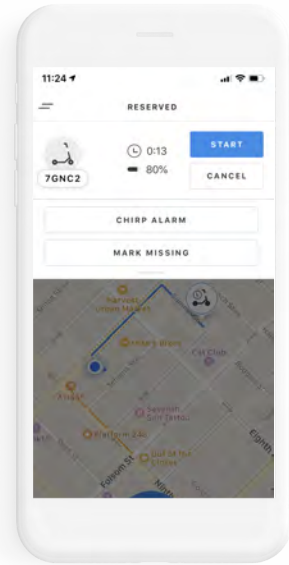
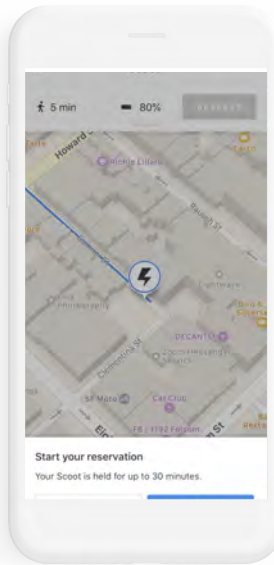
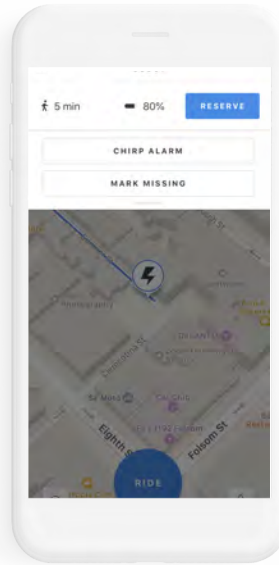
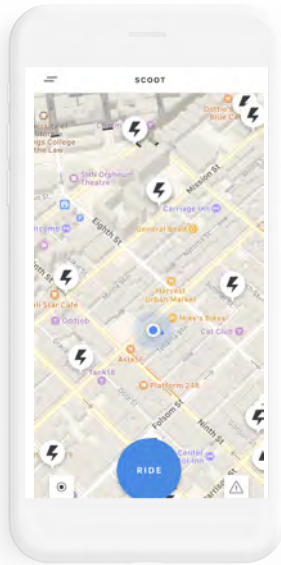
1. Images of Mobile Application

The Scoot app incorporates the latest user interface design techniques, and uses logical menus, tabs, and screens, which enable users to learn the app quickly and begin riding. Following is an overview of the app and its relevant screens.

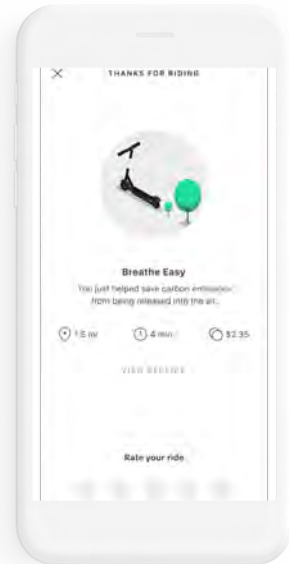
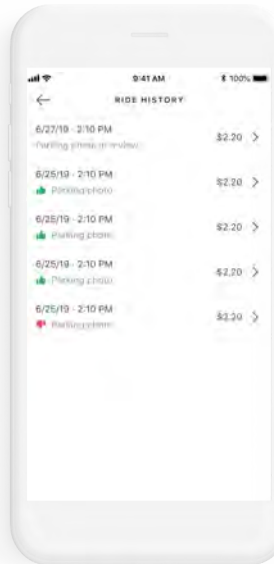
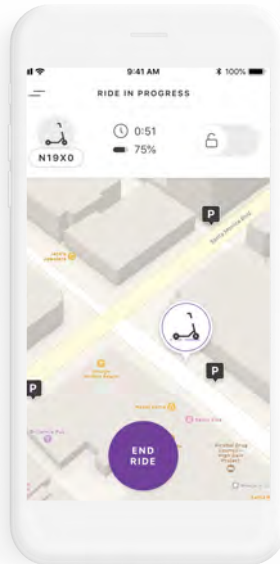
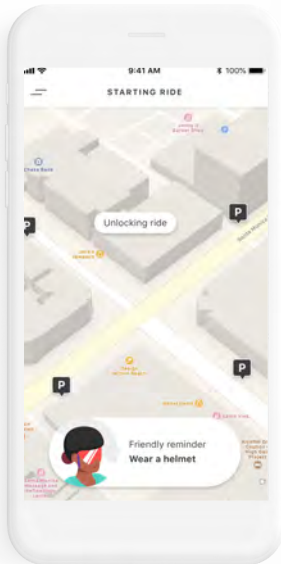
Safety Education



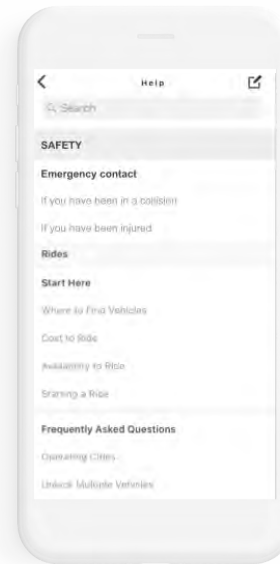
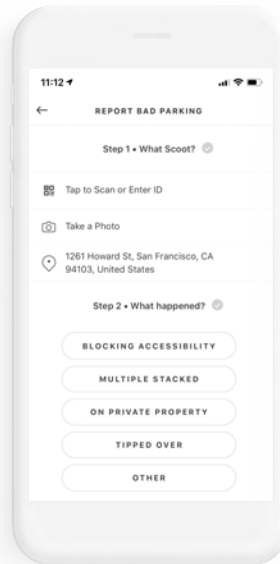
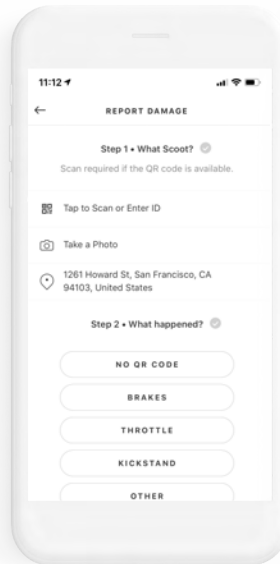
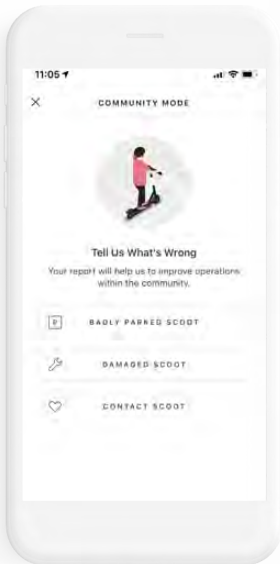
Find and Reserve a Scoot Scooter / Begin a Ride / End a Ride



Parking Instruction

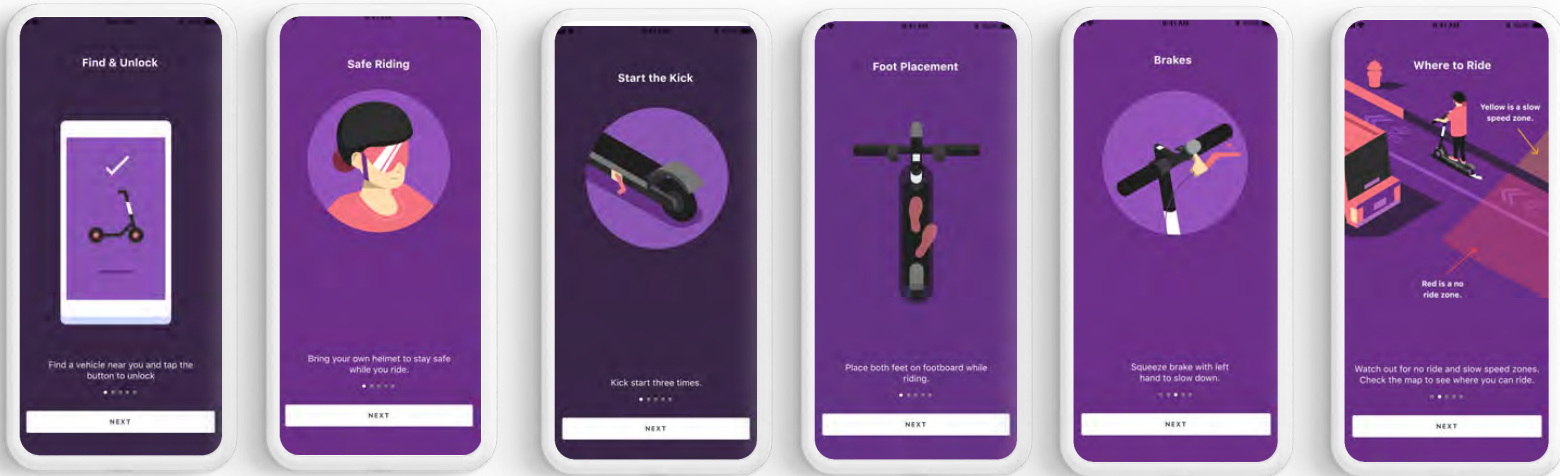


Community Mode / Support



2. Description of Mobile Application

The Scoot mobile application is compatible with both iOS and Android operating systems. To register for an account, riders must download the Scoot smartphone app. When downloading the app for the first time, riders are prompted to provide general signup information, including name, email address, ID verification and payment details. Riders then go through a responsible riding and parking tutorial. We also provide a safety section in our app, which features local rules. We will work with San Francisco officials to customize the rules that riders see displayed in our app. The app will be translated and usable across the following 28 languages at the time of permit, in addition to others designated by the MTA: Arabic, Catalan, Chinese, Czech, Danish, Dutch, English, Filipino (Tagalog) Finnish, French, German, Hebrew, Hungarian, Italian, Japanese, Laotian, Polish, Portuguese (Brazil), Portuguese (Portugal), Romanian, Russian, Somali, Spanish (Mexico), Spanish (Spain), Swedish, Turkish, Ukrainian, and Vietnamese.



Finding a Scoot

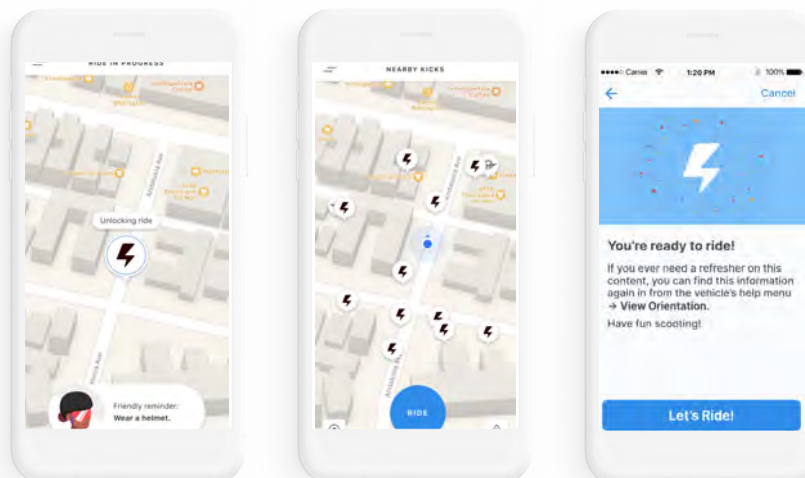
Fleet Staff maintain fully charged and operational scooters at pre-designated nests. These nests are virtual and dynamic, meaning they can be changed or repositioned at any time while adhering to lock-to requirements under law. Riders can find a Scoot through the map section of their smartphone app, or by spotting one in the community.

Reserving a Scoot

Upon locating a Scoot, riders simply open the Scoot scooter smartphone app, press the Ride button at the bottom of their screen, and scan the individual scooter's unique QR code. The Scoot smartphone app also includes a feature that allows riders to manually input a the scooter's unique vehicle code, as well as a flashlight feature.

Beginning a ride

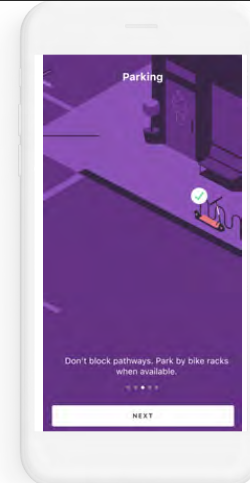
Through the app, riders can see the closest Scoot on the map, then walk to it, unlock it, and begin a ride. Riders are instructed to wear a helmet and to not ride on sidewalks. Safety reminders are also included on labels that are placed on each device. After putting on a helmet, riders are instructed to push the scooter forward a few times with their feet to engage the motor.



Ending a ride

At the end of the trip, our in-app messaging instructs riders to park Scoots out of public pathways and at bike racks, near public transit stops, or in parklets, where available. Riders lock their scooter and end the ride using the app. At the end of every ride, riders are also instructed to take a photo of their Scoot scooter to verify proper parking. The prompt reminds riders of proper parking etiquette.

Riders are prompted to acknowledge and agree to the Rental Agreement, Terms of Service, and Privacy Policy when they first download the app. In the event that there are changes or updates to the Rental Agreement, Terms of Service, and/or Privacy Policy, riders are notified through the app and required to agree to the changes or updates prior to riding.



a. Accessibility

Per MTA's prescribed requirements, our mobile app and other customer interface technologies are fully accessible to persons with disabilities, accessible to screen readers, and comply with Section 508 of the United States Workforce Rehabilitation Act of 1973.

In-App ADA Accessibility

Our mobile app is ADA accessible and will be compatible with screen readers for the MTA Powered Scooter Permit Program. Scoot and Bird's comprehensive Accessibility Plan consists of extensive hardware, software, educational, and outreach strategies. We are committed to making our service ADA compliant and accessible. We will make technology accessible to screen readers and comply with Section 508 of the 1973 Rehabilitation Act. Below is our comprehensive technology accessibility plan to address those needs.

Accessible technology: Scoot's comprehensive accessibility plan begins by ensuring that each of our informational resources is accessible to individuals with visual or hearing impairments.

Scoot app: Our app adheres to ADA standards and features an intuitive, easy to navigate rider interfaces built with simplicity, perception, and other core accessibility design principles in mind. Additional aspects include:

- Visible and audio text to allow for various navigation types;
- Videos, images, and animations use clear imagery and closed captioning;
- Core functionality leveraging large, prominent, well labeled touch targets; and
- Voiceover support in our iOS and Android apps (working toward completing screen reader compatibility within the time frame of the pilot period).

Software: Our riders interact with our software through the app and through the scooter. As noted in these sections, Our app is compliant with ADA design guidelines that make our app easy to navigate and understand.



N. PROOF OF INSURANCE

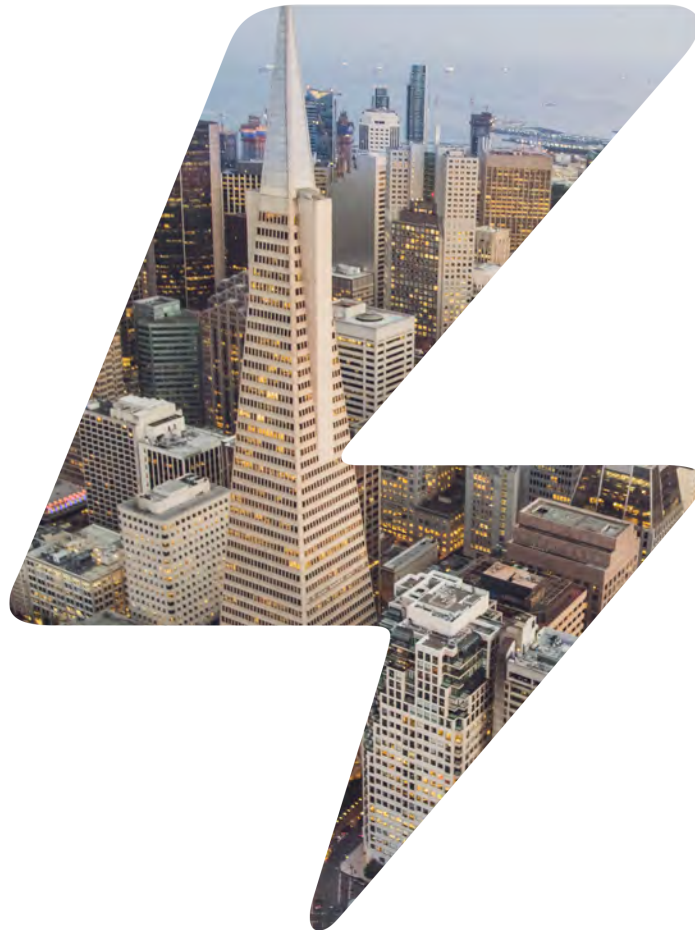
Please see Appendix F for our Certificate of Insurance and Endorsement of Additional Insured.

Additional requirement: Payment of any penalties

Scoot does not have any outstanding penalties.



APPENDIX



APPENDIX A

CERTIFICATIONS



BBCA2.MH61514 - BATTERIES FOR USE IN LIGHT ELECTRIC VEHICLES - COMPONENT

Batteries for Use in Light Electric Vehicles - Component


See General Information for Batteries for Use in Light Electric Vehicles - Component

RADIO FLYER INC.

6515 W GRAND AVE
CHICAGO, IL 60707-3436 USA

MH61514

Model	Chemistry	Voltage, V dc	Capacity, Ah	Ambient Use Temp Range, °C	Max Charging Rate		Max Discharging Rate	
					Current, A	Voltage, V dc	Current, A	
Battery pack								
590-305088	Lithium-ion	37	12.8/473.6	0 to 35 for charge, -20 to 45 for discharge	4.4	42	12	
HY-RDF-S1004UM-MH1	Lithium-ion	37	12.8 A,473.6 Wh	0 to 45 for charging; -10 to 60 for discharging	4.0	42.75	15	

Marking: Company name, model designation and the Recognized Component Mark 

Last Updated on 2019-07-12

The appearance of a company's name or product in this database does not in itself assure that products so identified have been manufactured under UL's Follow-Up Service. Only those products bearing the UL Mark should be considered to be Certified and covered under UL's Follow-Up Service. Always look for the Mark on the product.

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SAFETY AND COMPLIANCE TESTING FOR BIRD RIDES, INC.

Tested Sample(s) : E-Scooter
Brand : Bird
Model : Bird One
Color : Black
Size : Not Specified
Stock / Model Number : #590
Country of Origin : USA
Age Grading : 18+ years
Children's Product : No

Prepared For:

Bird Rides, Inc.
1625 Electric Avenue
Venice, CA 90291



Issue Date: 16 August 2019

Final Report: 1073.03290.001

This document shall not be reproduced except in full without written approval from ACT Lab LLC.



This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer joint ISO-ILAC-IAF Communiqué dated January 2009.) The Joint Communiqué is available on publications and resources page of the ILAC website at <http://www.ilac.org>. Accreditation listing and certificate can be found at <http://www.iasonline.org>.



CONCLUSION

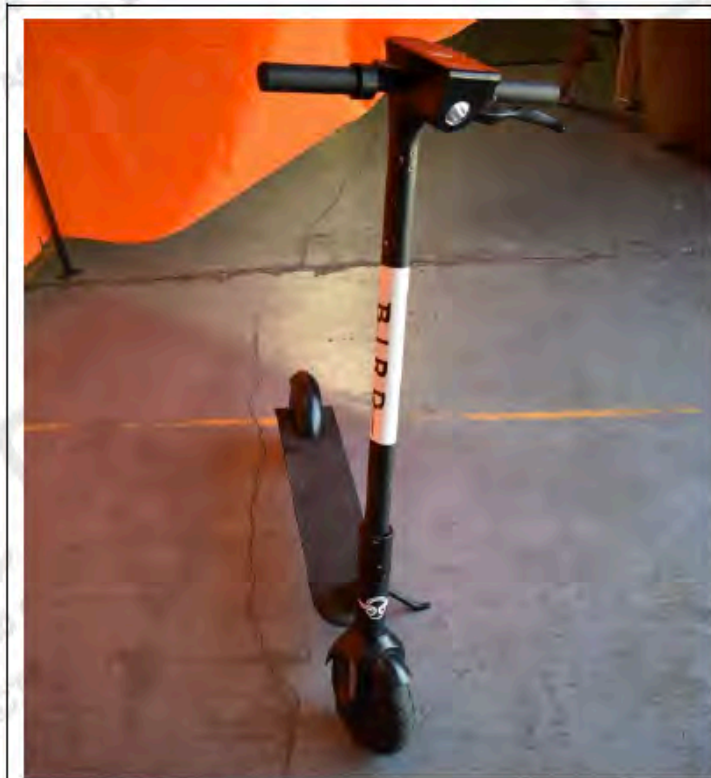
1073.03290.001 – Bird, E-Scooter (Black), (T69SV)		
Purpose of Test - Each test performed is intended to check compliance with the following:	Result	Comment
CVC 21223 – California Vehicle Code, VEH, Division 11, Rules of the Road, Chapter 1, Obedience to and Effect of Traffic Laws, Article 5, Operation of Motorized Scooters, Section 21223	C	
CVC 21235 – California Vehicle Code, VEH, Division 11, Rules of the Road, Chapter 1, Obedience to and Effect of Traffic Laws, Article 5, Operation of Motorized Scooters, Section 21235	C	

President,

John A. Bogler

SAMPLE IDENTIFICATION

Brand:	Bird	Job No.:	1073.03290
Model:	Bird One	Sample ID:	1073.03290.001
Manufacturer:	Not Specified	Type:	E-Scooter
Model No.:	#590	Material:	Not Specified
Stock No.:	Not Specified	Size:	Not Specified
UPC:	Not Specified	Color(s):	Black
Serial No.:	T69SV	Weight (kg):	Not Specified
Serial No.:	Listed Above	Country of Origin:	USA



1073.03290.001 – Bird One (Black)

DATE AND PLACE OF TEST

Sample(s) received on : 05 August 2019
Testing was initiated on : 06 August 2019
Testing was completed on : 09 August 2019
Testing was performed at : ACT Lab LLC
Long Beach, CA

TEST METHODS

Method for each test conducted is as follows:

- California Vehicle Code, VEH, Division 11, Rules of the Road, Chapter 1, Obedience to and Effect of Traffic Laws, Article 5, Operation of Motorized Scooters, Section 21223
- California Vehicle Code, VEH, Division 11, Rules of the Road, Chapter 1, Obedience to and Effect of Traffic Laws, Article 5, Operation of Motorized Scooters, Section 21235

TEST RESULTS

C: Compliant; Product meets specified standard
NC: Non-Compliant; Product does not meet specified standard
NA: Not Applicable to this design
NR: Not Requested by the Applicant
NP: Not Present

ND: None Detected
IC: Inconclusive
NT: Not Tested
FTR: Further Testing Recommended
PPM: Parts Per Million
***:** See Comments



CVC 21223 Motorized Scooters

CVC 21223			
Ref. #	Test Description	Result	Observations and Notes
21223	Operation Requirements		
(a)	Every motorized scooter operated upon any highway during darkness shall be equipped with the following:	C	
(a)(1)	Except as provided in subdivision (b), a lamp emitting a white light which, while the motorized scooter is in motion, illuminates the highway in front of the operator and is visible from a distance of 300 feet in front and from the sides of the motorized scooter.	C	
(a)(2)	Except as provided in subdivision (c), a red reflector on the rear that is visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle.	C	
(a)(3)	A white or yellow reflector on each side visible from the front and rear of the motorized scooter from a distance of 200 feet.	C	
(b)	A lamp or lamp combination, emitting a white light, attached to the operator and visible from a distance of 300 feet in front and from the sides of the motorized scooter, may be used in lieu of the lamp required by paragraph (1) of subdivision (a).	C	
(c)	A red reflector, or reflectorized material meeting the requirements of Section 25500, attached to the operator and visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle, may be used in lieu of the reflector required by paragraph (2) of subdivision (a).	C	

CVC 21235 Operations of Motorized Scooters

CVC 21235			
Ref. #	Test Description	Result	Observations and Notes
21235	Operation Requirements		
(a)	Operate a motorized scooter unless it is equipped with a brake that will enable the operator to make a braked wheel skid on dry, level, clean pavement.	C	

END OF REPORT



UL GmbH
Ringstrasse 1
8603 Schwerzenbach
Switzerland

Radio Flyer China Limited
Account No.: 2234667

Order Date: 2019/05/02
Order Number: 12845645
Quote Number: 1101672815
Version: 1
PO Number: Selner, Eric (Apr 29, 2019)

Jeff Zeng
Radio Flyer China Limited
West 602, Block 427, Bagua 4th Road, Bagua Industrial park,
Futian District
Shenzhen, Guangdong 518000
China

Bill To:
Account No.: 1059144
Jeff Zeng
Radio Flyer Inc.
6515 W GRAND AVE
CHICAGO, IL 60707-3436
United States

UL2272 for bird flyer Scooter model# 590 (include UL991, w/c battery pack)

Greetings,

On behalf of UL, it is my pleasure to submit to you this order for services.

Around the globe, UL works to help customers, purchasers and policymakers navigate market risk and complexity. UL builds trust in the safety, security and sustainability of products, organizations, and supply chains –enabling smarter choices and better lives.

With more than 11,000 employees dedicated to delivering testing, inspection, auditing, certification, marketing claim verification, training, advisory services, and software solutions in more than 143 countries, we are present everywhere you need us to be. In all we do, we apply science and expertise to enable the responsible design, production, marketing and purchase of the goods, solutions and innovations of today and tomorrow.

Thank you for this opportunity. We look forward to the opportunity to help your business.

Yours sincerely,

Wai Man Esther Yuen

Phone: +85222769206;
E-mail Esther.Yuen@ul.com



Order Acknowledgement

UL GmbH
Ringstrasse 1
8603 Schwerzenbach
Switzerland

Radio Flyer China Limited
Account No.: 2234667

Order Date: 2019/05/02
Order Number: 12845645
PO Number: Selner, Eric (Apr 29, 2019)

Account No.:2234667
Jeff Zeng
Radio Flyer China Limited
West 602, Block 427, Bagua 4th Road, Bagua Industrial park,
Futian District
Shenzhen, Guangdong 518000
China

Bill To:
Account No.:1059144
Jeff Zeng
Radio Flyer Inc.
6515 W GRAND AVE
CHICAGO, IL 60707-3436
United States

Thank you for your acceptance of Quote Number: 1101672815, Version Number: 1. The Order Number: 12845645 has been established to cover the scope of your request. A member of our UL staff may contact you shortly to discuss any details of this project. Below is the brief summary of the requested services.

UL2272 for bird flyer Scooter model# 590 (include UL991, w/c battery pack)

#	Product/Services Ordered (Summary table of requested product/services.)	Quantity	Unit Price (USD)	Net Price (USD)
1	Consumer Technology Services UL Mark (New Certification)	1	26,192.00	26,192.00
	Subtotal			26,192.00
	Total			26,192.00

Order is based on the following:

Notes
Project # 4788995177

APPENDIX B

TARGETED MARKETING

Targeted Marketing

Per the MTA prescribed requirements, Scoot will advertise its low-income plan and other discount programs during the sign-up process and during in-app checkouts. Please see below for details.

Information circulation	Partnering with community-based organizations to conduct scooter demonstrations, sign up riders, and circulate discount program information at civic events.
Pop-up events	Events that Scoot has already attended and will continue to attend include: West Coast Craft, the San Francisco Marathon, Sunday Streets, 20th Street Block Party, Urban Air Market, Bayview, NBCI Earth Day, Salesforce Earth Day, the San Francisco Pride Parade, Butchertown Jazz Fest, TGIM at WeWork, Transportation Fair at Zuckerberg General Hospital, Green Fair at JLL, and several Caltrain popup events. Scoot also plans to hold events at transit stops, parks, and community clinics, and at neighborhood gatherings, such as Juneteenth in Bayview, Carnival in the Mission, the Castro Street Fair; the Fillmore Festival, and National Night Out.
Social media	Since 2014, Scoot has engaged San Francisco communities through social media to uplift community events and promote the low-income program.
Email and flyers	Scoot has sent several mass emails to our rider networks of over 140k people in the Bay Area to enroll in Scoot Community Plan. At community events, distribute hundreds of flyers in English, Spanish, and Chinese promoting the discount programs. Upon new fleet deployments, Scoot will equip each scooter with a flyer that provides information on low-income plans, including simple instructions to sign up for Scoot Access.
Multilingual marketing and promotion	Scoot will translate marketing and sign-up materials into commonly spoken languages, as determined by MTA. Local staff will distribute information, and will promote and advertise in ethnic media to reach targeted audiences.
In-app checkouts	In addition to social media, Scoot will use email blasts and in-app messaging to promote ridership and discount plans for low-income riders, non-profit employees, teachers, students, and veterans.

APPENDIX C

PAY-NEAR-ME:

**Locations where Riders can add credit
to their Scoot accounts using cash**

Merchant	Address Line 1	City	State
7-Eleven	2200 Bayshore Blvd	San Francisco	CA
7-Eleven	3080 San Jose Ave	San Francisco	CA
7-Eleven	2000 Ocean Ave	San Francisco	CA
7-Eleven	2222 Taraval St	San Francisco	CA
CVS	701 Portola Dr.	San Francisco	CA
7-Eleven	644 Mission St	San Francisco	CA
CVS	1900 19th Avenue	San Francisco	CA
7-Eleven	3998 18th St	San Francisco	CA
CVS	445 Castro Street	San Francisco	CA
7-Eleven	1388 46th Ave	San Francisco	CA
ACE Cash Express	2038 Mission St	San Francisco	CA
CVS	499 Haight St.	San Francisco	CA
CVS	377 32nd Ave.	San Francisco	CA
7-Eleven	5100 Geary Blvd	San Francisco	CA
7-Eleven	4850 Geary Blvd	San Francisco	CA
CVS	3600 Geary Blvd	San Francisco	CA
CVS	1101 Market St.	San Francisco	CA
CVS	701 Van Ness Avenue	San Francisco	CA
CVS	1059 Hyde St.	San Francisco	CA
CVS	2025 Van Ness Ave	San Francisco	CA
7-Eleven	527 Sutter St #531	San Francisco	CA
CVS	731 Market St.	San Francisco	CA
CVS	400 Sutter St.	San Francisco	CA
CVS	601 Mission Street	San Francisco	CA
CVS	581 Market St	San Francisco	CA
7-Eleven	564 Market St	San Francisco	CA
CVS	500 Pine St	San Francisco	CA
7-Eleven	221 Sansome Street	San Francisco	CA
CVS	351 California St	San Francisco	CA
7-Eleven	43 Drumm St	San Francisco	CA
CVS	799 Beach Street	San Francisco	CA
7-Eleven	2650 Mason St	San Francisco	CA
CVS	1 Jefferson St.	San Francisco	CA

APPENDIX D

**RIDER SAFETY
AND EDUCATION**

More on Rider Safety and Education

Scoot's rider safety record has been exemplary. We start with a comprehensive communications strategy including Public Service Announcements, events, and web & social media campaigns, to educate riders and non-riders on system use and driving safely around scooters. It's important that we always emphasize safety on a regular basis to keep positive momentum

Pre-launch:

Our events team can work with the City to create an in-market event strategy aimed at early rider education and safety. Scoot can host pop-up events to show what life can be like with Scoot added to current service offerings. Scoot representatives can provide safety demonstrations and answer riders' questions about the rules of the road. Members of the press will also be invited to speak with us, in addition to other city officials and community leaders, to talk about how Scoot will contribute to the local economy and environment.

At launch:

In conjunction with San Francisco, Scoot will push out a shared announcement of our launch with local press and once again provide important information regarding safe use and our value proposition for the area. We would also spend the week of launch doing interviews for broadcast and radio to get the message out about our arrival, and express our sincere commitment to being an integral part of the extended community.

- Launch announcement and service information will be shared on social channels and amplified on partner channels owned by the City and partner organizations.
- Scoot will then be listed as a commuter option on their site and incorporated into routes
- Scoot will work with local event hosts to integrate scooters as safe transportation options for events at heavily trafficked locations.

Post-launch:

Continue promoting stories of Scoot's impact on the community through external communications opportunities, such as op-eds, partner blog posts, and more. We will also leverage in-market partnerships with local organizations, business groups, environmental groups, and bike activists to engage in positive press opportunities regarding Scoot's integration into the San Francisco area.

Bird takes a proactive approach to educate riders about safe and responsible riding practices; we educate users through the following programs, among others:

Initial education

Scoot is committed to educating riders and the community about local rules, safety guidelines, and other regulations at the time of sign-up, and before and following every ride. Information displayed on Scoot scooters, and provided on our website, through email, and on social media, further informs riders of safe scooter operation practices, safety precautions, courteous use of the public way, and proper parking behavior.

Continuing education – Interactive safety messaging

In addition to safety videos and tutorials, we regularly push out new video content focused on responsible riding and parking behavior. We send riders new content every fifth ride (four times a month for frequent riders) to remind them of local rules. We also send riders interactive quizzes on safe riding behavior and offer rewards for high scores. In addition, we reach out to our riders via email with safety reminders no less than once a month.

Continuing education – ride responsibly, in-person training events

We will immediately begin planning multiple safety education trainings and demonstration events in San Francisco, where we will have a visible presence to conduct safety tutorials and provide handouts with safety information. At these events, we will also distribute free helmets.

In-person training: Bird's S.H.A.R.E. responsible riding training

Scoot augments our video, in-app, and online training with the administration of a free comprehensive in-person training that is provided locally in cooperation with leading local riders and safety advocates who have invaluable experience with the local traffic and street environment. While not every rider chooses to attend our comprehensive, in-person training, we believe that by taking the time to provide in-depth education to a critical number of leading riders, we can establish a safe code of conduct for the broader riding community.

Specifically, the S.H.A.R.E. training imparts dozens of critical skills and safe riding practices, organized into the following 5 categories:

- Safe riding: Navigate traffic and bike lanes with care.
- Heightened awareness: Anticipate what others might do.
- Always alert: Save the selfies and music for after the ride.
- Respect for pedestrians: Yield and keep walkways accessible.
- Every voice matters: Get involved to help your city reshape its streets.

To date, Bird has completed scores of S.H.A.R.E. trainings in dozens of cities

After an initial series of in-person safety trainings, we will hold regular safety events in San Francisco to educate community members, and will implement comprehensive online and offline rider safety campaigns and tutorials.

Educating motor vehicle drivers

Recognizing that motor vehicle drivers are often unsure how to safely interact with scooters, Scoot will execute public awareness campaigns that will raise driver awareness about the main types of driver and rider conflicts, and how to avoid them. These include, but are not limited to, dooring, “right hook” turning maneuvers, unsafe speed, and passing.

APPENDIX E

SAMPLE MAINTENANCE LOG

Scooter Inspection Checklist

Service Center:	Inspector:
Date:	Vehicle Serial Number:
	Vehicle QR Code:

Notes: The vehicle inspection checklist is designed by the Bird Manufacturing and Industrial Engineering team and recommended to be completed for each scooter that comes into a Service Center. The checklist will ensure your vehicles are in proper working order and upheld to the level of safety and quality standards.

Number	Item	Criteria	Required/Optional	Criteria Met:
1. Handlebar				
1	Handlebar	Is the handlebar straight (i.e. not bent)?	Required	<input type="checkbox"/>
2		Is the bar centered in the stem (i.e. equal length on both sides of the stem)?	Required	<input type="checkbox"/>
3		Is the handlebar tight in the stem?	Required	<input type="checkbox"/>
Neck				
4	Neck	Is the neck straight and tightly fit to the chassis?	Required	<input type="checkbox"/>
5		Is the neck in good cosmetic condition?	Required	<input type="checkbox"/>
6		Are collar bolts tightened to 4.3 ft-lbs	Required	<input type="checkbox"/>
Collar				
7	Collar	Is the collar uncracked and in good condition?	Required	<input type="checkbox"/>
8		Are collar bolts tightened to 8.7 ft-lbs	Required	<input type="checkbox"/>
9		Does the collar cover the neck?	Required	<input type="checkbox"/>
Brake Assembly				
10	Brake Assembly	Can the brake lever be actuated freely, without binding?	Required	<input type="checkbox"/>
11		Is the brake assembly cosmetically acceptable?	Required	<input type="checkbox"/>
12		Does the brake lever stop before it would contact the handlebar grip when pulled?	Required	<input type="checkbox"/>
13		Is the green hall sensor present inside the assembly?	Required	<input type="checkbox"/>
Throttle switch				
14	Throttle switch	Can the throttle switch be actuated freely, without binding?	Required	<input type="checkbox"/>
15		Is the throttle switch cosmetically acceptable?	Required	<input type="checkbox"/>
Bell Assembly				
16	Bell Assembly	Is the bell assembly clamp in good condition and functioning?	Required	<input type="checkbox"/>
17		Does the bell ring?	Required	<input type="checkbox"/>
QR Code (If Applicable)				
18	QR Code (If Applicable)	Is the QR code legible?	Required	<input type="checkbox"/>
19		Is the Bird logo legible?	Required	<input type="checkbox"/>
20		Are all screws present?	Required	<input type="checkbox"/>
Grips				
21	Grips	Are grips straight and fully on handlebar tube?	Required	<input type="checkbox"/>
22		Is the grip surface in good condition?	Required	<input type="checkbox"/>
Head Light				
23	Head Light	Does the light lense appear free of scratches, punctures, or damage?	Required	<input type="checkbox"/>
Brain enclosure				
24	Brain enclosure	Is the enclosure free of cosmetic damage?	Required	<input type="checkbox"/>
2. Chassis				
Chassis				
25	Chassis	Is chassis straight and in good cosmetic condition?	Required	<input type="checkbox"/>
26		Is the base plate front cover present and in good condition?	Required	<input type="checkbox"/>
Serial Number Barcode				
27	Serial Number Barcode	Does the chassis have the barcode and serial number?	Required	<input type="checkbox"/>
28		Is the barcode and serial number legible?	Required	<input type="checkbox"/>
Charge Port				
29	Charge Port	Is the charge port undamaged?	Required	<input type="checkbox"/>
Headset				
30	Headset	Does the steering mechanism stop before it would spin all the way around (i.e. 360°)	Required	<input type="checkbox"/>
31		Is the headset tightly fit in the chassis?	Required	<input type="checkbox"/>
32		Are the neck and bearings tightly fit when moved in the forward/aft direction?(i.e. is there any play/wiggle noticed?)	Required	<input type="checkbox"/>

Scooter Inspection Checklist

Service Center: _____

Inspector: _____

Vehicle Serial Number: _____

Date: _____

Vehicle QR Code: _____

Notes: The vehicle inspection checklist is designed by the Bird Manufacturing and Industrial Engineering team and recommended to be completed for each scooter that comes into a Service Center. The checklist will ensure your vehicles are in proper working order and upheld to the level of safety and quality standards.

Number	Item	Criteria	Required/Optional	Criteria Met:
33		Are the bearings operating smoothly when turning the handlebar clockwise and counter clockwise?	Required	<input type="checkbox"/>
34	Fork Covers	Are the fork covers uncracked and free of other cosmetic damage?	Required	<input type="checkbox"/>
35	Fork	Are the fork arms straight?	Required	<input type="checkbox"/>
36		Is the fork stem straight [i.e. does the scooter ride straight or pull to one side?]	Required	<input type="checkbox"/>
37	Front Fender	Is the front fender in good cosmetic condition?	Required	<input type="checkbox"/>
38	Front Wheel Assembly	Is the tire seated properly on the rim?	Required	<input type="checkbox"/>
39		Is the rim free of damage?	Required	<input type="checkbox"/>
40	Kick Stand	Is the kickstand straight and unbroken?	Required	<input type="checkbox"/>
41		Does the kickstand function as intended?	Required	<input type="checkbox"/>
42	Tires (Front and Rear)	Is there visible tread left on the tire?	Required	<input type="checkbox"/>
43		Is the tire cut or damaged in any way?	Required	<input type="checkbox"/>
44	Rear Fender	Is the rear fender present and undamaged?	Required	<input type="checkbox"/>
45		Does the rear fender have all reflectors and stickers applied?	Required	<input type="checkbox"/>
46	Brake Drum (Bird One Only)	Does the shoe actuator arm move freely when the brake cable is pulled?	Required	<input type="checkbox"/>
47		Is the brake drum free of any visual damage?	Required	<input type="checkbox"/>
48	Reflector Stickers	Are reflectors present on fork covers?	Required	<input type="checkbox"/>
49		Is the reflector present on the rear fender?	Required	<input type="checkbox"/>
50	Stickers and Branding (If Applicable)	Is the "Ride Safely" sticker present on the chassis downtube?	Required	<input type="checkbox"/>
51		Is the "Ride Safely" in good condition (i.e. not torn or damaged)?	Required	<input type="checkbox"/>
52		Is the license plate sticker present on the front of neck?	Required	<input type="checkbox"/>
53		Is the license plate sticker in good condition (i.e. not torn or damaged)?	Required	<input type="checkbox"/>
54		Is the Bird Logo on the front chassis tube legible and in good condition?	Required	<input type="checkbox"/>
55		Is the label on top of the headset legible and in good condition? (i.e. not torn or damaged)	Required	<input type="checkbox"/>
56	Lights (forward)	Are the lenses in good condition (i.e. uncracked with no cosmetic damage)?	Required	<input type="checkbox"/>
57	Lights (Rear)	Are the lenses in good condition (i.e. uncracked with no cosmetic damage)?	Required	<input type="checkbox"/>
58	Deck Pad	Is the deck pad in good condition (i.e. not damaged, torn, overly worn, peeling up etc.)	Required	<input type="checkbox"/>
59	Brake Cable	Does the cable move freely within the brake cable sheath?	Required	<input type="checkbox"/>
60		Is the brake cable free of any kinks, fraying, or other damage?	Required	<input type="checkbox"/>
61		Are the ends of the cable in good condition?	Required	<input type="checkbox"/>

3. Chassis - Internal Inspection

These inspections need to be performed with the top cover removed.

Scooter Inspection Checklist

Service Center: _____

Inspector: _____

Vehicle Serial Number: _____

Date: _____

Vehicle QR Code: _____

Notes: The vehicle inspection checklist is designed by the Bird Manufacturing and Industrial Engineering team and recommended to be completed for each scooter that comes into a Service Center. The checklist will ensure your vehicles are in proper working order and upheld to the level of safety and quality standards.

Number	Item	Criteria	Required/Optional	Criteria Met:
62	Screws	Are all screws that hold the bottom cover on present and undamaged?	Required	<input type="checkbox"/>
63	Internal Chassis	Is the internal chassis free of any evidence of water damage (corrosion, water stains, etc.)?	Optional	<input type="checkbox"/>
64		Is the internal structure of the chassis free of any damage, cracking, thinning?	Optional	<input type="checkbox"/>
65	Battery	Are battery connectors in good condition?	Optional	<input type="checkbox"/>
66		Is the wire sheathing in good condition?	Optional	<input type="checkbox"/>
67		Is the battery pack fully intact and un-punctured?	Optional	<input type="checkbox"/>
68		Is the battery pack free of any visible moisture/humidity?	Optional	<input type="checkbox"/>
69		Does the battery read +41.4V at 100% SoC	Optional	<input type="checkbox"/>
70	Brake Cable	Is the brake cable free of any kinks, fraying, or other damage?	Optional	<input type="checkbox"/>
4. Functional Inspection Criteria				
71	Brain	Does the scooter take the unlock command?	Required	<input type="checkbox"/>
72		Does the scooter take the lock command?	Required	<input type="checkbox"/>
73	Red LED Tail Lights	Do the red LED tail lights illuminate/blink when the brake lever is depressed?	Required	<input type="checkbox"/>
74	Battery	Will the battery charge to Full?	Required	<input type="checkbox"/>
75	Motor	Does the motor operate without vibration?	Required	<input type="checkbox"/>
76	Throttle Switch	Does the throttle switch turn the wheel with the motor?	Required	<input type="checkbox"/>
77	Brake Lever Kill Switch	Does the brake lever kill switch stop operation of the motor when the brake is pulled?	Required	<input type="checkbox"/>
5. Individual Chassis Part Inspection/Validation				
78	Main cable (Handlebar to Neck)	Is the main cable quick connect intact and working?	Optional	<input type="checkbox"/>
79		Is the cable unsevered and intact?	Optional	<input type="checkbox"/>
80	Motor	Does the motor run?	Required	<input type="checkbox"/>
81		Is the visible wire sheathing intact and undamaged?	Optional	<input type="checkbox"/>
82		Are the connectors on the motor cables in good condition?	Optional	<input type="checkbox"/>
83	Rear Wheel Assembly	Is the bearing snug with no side-to-side play?	Required	<input type="checkbox"/>
84		Is the bearing snug with no forward/aft play?	Required	<input type="checkbox"/>
85		Does the wheel spin freely?	Required	<input type="checkbox"/>
86	Internal Brake Drum	Is the inner diameter of the drum less than 3.15 inches (80mm)?	Optional	<input type="checkbox"/>
87		Can the brakes be tightened without maxing out the motion of the lever arm?	Required	<input type="checkbox"/>
88	Brake Shoes	Is the thickness greater than 0.207 inches (5.25mm) thick?	Optional	<input type="checkbox"/>
89		Is the pad free of any visible metal on the contact side?	Optional	<input type="checkbox"/>
90	Fork	Is the fork straight in relation to the handlebars?	Required	<input type="checkbox"/>
91	Battery	Will the battery charge to at least 42V?	Required	<input type="checkbox"/>
92	Outer Brake Drum	Does the shoe actuator arm move freely when the brake is depressed?	Required	<input type="checkbox"/>

Scooter Inspection Checklist

Service Center: _____

Inspector: _____

Vehicle Serial Number: _____

Date: _____

Vehicle QR Code: _____

Notes: The vehicle inspection checklist is designed by the Bird Manufacturing and Industrial Engineering team and recommended to be completed for each scooter that comes into a Service Center. The checklist will ensure your vehicles are in proper working order and upheld to the level of safety and quality standards.

Number	Item	Criteria	Required/Optional	Criteria Met:
93		Is the brake drum free of any visual damage?	Required	<input type="checkbox"/>
94		Is a Jam Nut present to secure rear brake adjustment nut?	Required	<input type="checkbox"/>
95		Is the shoe actuator arm straight and undamaged?	Required	<input type="checkbox"/>
96	Motor Cable	Is the motor cable intact?	Optional	<input type="checkbox"/>
97	(Requires Disassembly)	Is the wire sheathing on the motor cable intact?	Optional	<input type="checkbox"/>

APPENDIX F

**CERTIFICATE OF INSURANCE &
ENDORSEMENT OF ADDITIONAL
INSURED**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 120046401--GAWUE-19-20	CONTACT NAME: PHONE (A/C. No. Ext):	FAX (A/C. No):
	E-MAIL ADDRESS:	
INSURED Scoot Rides, Inc. 1251-1255 Howard Street San Francisco, CA 94103	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Apollo Syndicate Management Ltd	
	INSURER B : Atlantic Specialty Insurance Company	
	INSURER C : Lexington Insurance Company	
	INSURER D : Zurich American Insurance Company	
	INSURER E : Syndicate 2623/623 at Lloyd's	
INSURER F :		NAIC #

COVERAGES **CERTIFICATE NUMBER:** SEA-003621978-11 **REVISION NUMBER:** 13

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		B0509BOWCN1900681	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		7110162380001	05/10/2019	07/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			023627636	03/08/2019	02/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC454048000 (MA) WC454047600 (AOS)	08/11/2019 08/11/2019	08/11/2020 08/11/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Technology Errors & Omissions/ Cyber Liability			W2639E190101	03/01/2019	03/01/2020	Limit \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City and County of San Francisco and SFMTA, its Officers, Agents, and Employees are included as additional insured where required by written contract with respect to General and Auto Liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of Subrogation is applicable where required by written contract with respect to Workers Compensation. 30 day notice of cancellation per attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

San Francisco Municipal Transportation Agency Powered Scooter Share Program Attn: Miriam Sorell 1 South Van Ness Avenue, 7th Floor San Francisco, CA 94103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Janie Upchurch <i>Janie Upchurch</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED Scoot Rides, Inc. 1251-1255 Howard Street San Francisco, CA 94103	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The General Liability, Umbrella Liability, and Cyber Liability policies evidenced above are subject to self-insured retentions for various perils insured.

The General Liability, Umbrella Liability, and Tech E&O/Cyber Liability policies evidenced above are subject to self-insured retentions for various perils covered.



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED Scoot Rides, Inc. 1251-1255 Howard Street San Francisco, CA 94103	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Property: Other deductibles may apply as per policy terms and conditions.

The General Liability and Umbrella Liability policies evidenced above are subject to self-insured retentions for various perils insured.

The General Liability, Umbrella Liability, and Tech E&O/Cyber Liability policies evidenced above are subject to self-insured retentions for various perils covered.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM AUTOMOBILE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

<p>A. Drive Other Car Coverage – Executive Officers and Certain Individuals</p> <p>B. Section II – Covered Autos Liability Coverage</p> <ol style="list-style-type: none"> 1. Additional Insured – Written Contract, Agreement, Permit or Authorization 2. Broadened Named Insured 3. Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage) 4. Newly Acquired or Formed Organizations 5. Supplementary Payments – Bail Bonds and Loss of Earnings <p>C. Section III – Physical Damage Coverage</p> <ol style="list-style-type: none"> 1. Hired Auto Physical Damage Coverage 2. Towing – Any Covered Autos 3. Transportation Expenses Increased 	<ol style="list-style-type: none"> 4. Loss of Use Expenses Increased 5. Other Coverage Extensions <ol style="list-style-type: none"> a. Airbag Discharge b. Auto Theft Reward c. Loan/Lease Gap Coverage d. Rental Reimbursement 6. Diminution in Value 7. Communications Equipment 8. Deductible Waived For Glass Repair <p>D. Section IV – Business Auto Conditions</p> <ol style="list-style-type: none"> 1. Duties in Event of Accident, Claim, Suit or Loss 2. Waiver of Subrogation When Required by Written Contract or Agreement <p>E. Section V – Definitions</p> <ol style="list-style-type: none"> 1. Bodily Injury – Includes Mental Anguish 2. Executive Officer
--	---

A. Drive Other Car Coverage – Executive Officers and Certain Individuals

1. The following is added to **Section I – Covered Autos**:

Drive Other Car Coverage

- a. For Covered Autos Liability Coverage and Physical Damage Coverage, “autos” in the care, custody or control of an “insured” described in Paragraph 2. below, which you do not own, hire, lease or borrow, are covered “autos”. But this does not include any “auto”:

- (1) Owned by any “insured” described in Paragraph 2. below, or any member of their household, including any “auto” that is owned but not insured;
- (2) Used by an “insured” described in Paragraph 2. below while working in the business of selling, servicing, repairing or parking autos; or
- (3) Insured or covered under another policy.

- b. If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are provided by this policy, then an “insured” described in Paragraph 2. below, and their family members residing in the same household, are “insureds” while:

- (1) Occupying as a passenger; or
- (2) A pedestrian when struck by;

any “auto” you do not own, hire, lease or borrow, except an “auto” owned by an “insured” described in Paragraph 2. below or members of their household, or an “auto” insured or covered under any other policy.

2. With respect to Drive Other Car Coverage only, Paragraph **A.1. Who is an Insured of Section II – Liability Coverage** is amended to include as an “insured” the following:

If you are designated in the Declarations as:

- a. An individual, you and your spouse.
- b. A partnership, your partners and their spouses.
- c. An organization other than an individual or a partnership, your “executive officers” and their spouses.

3. **Limit of Insurance and Deductible**

The most we will pay for Drive Other Car Coverage is the single highest Limit of Insurance for the applicable coverage for an “auto” you own. The Deductible for Drive Other Car Coverage is the largest Deductible for the applicable coverage for an “auto” you own.

4. **Other Insurance**

Regardless of the existence of other insurance or Paragraph **B.5. Other Insurance of Section IV – Business Auto Conditions**, Drive Other Car Coverage is primary.

B. Section II – Covered Autos Liability Coverage

1. **Additional Insured – Written Contract, Agreement, Permit or Authorization**

Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as an additional “insured” any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance such as is afforded under this Coverage Form but only with respect to liability for “bodily injury” or “property damage” caused in whole or in part by your maintenance, operation or use of a covered “auto”. But this insurance does not apply:

- a. Unless the written contract or agreement has been executed or the permit or authorization has been issued prior to the “accident” that caused the “bodily injury” or “property damage”;
- b. To any person or organization included as an “insured” under any other provisions of this policy, including this or any other endorsement;
- c. To the independent acts or omissions of such person or organization; or
- d. To any lessor of “autos” when their contract or agreement with you for such leased “auto” ends or the lessor or its agent takes possession of the “auto”.

2. **Broadened Named Insured**

Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on or after the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. **Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage)**

- a. Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as an “insured” your “employee” while:

- (1) Using a covered “auto” you do not own, hire or borrow in your business or your personal affairs.

- (2) Operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

- b. Exclusion **B.5. Fellow Employee of Section II – Covered Autos Liability** is deleted.

- c. The following is added to **B.5.b of Section IV – Business Auto Conditions**:

Any covered “auto” hired or rented without a driver by your “employee” under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business is also deemed to be a covered “auto” you own.

4. Newly Acquired or Formed Organizations

Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as an “insured” any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. But:

- (1) Coverage under this provision is afforded only until the end of the policy period; and
- (2) Coverage does not apply to “bodily injury” or “property damage” caused by an “accident” that occurred before you acquired or formed the organization.

5. Supplementary Payments – Bail Bonds and Loss of Earnings

In Paragraph **A.2.a. Supplementary Payments of Section II – Covered Autos Liability**, the following replaces Paragraphs (2) and (4):

- (2) Up to \$3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Section III – Physical Damage Coverage

1. Hired Auto Physical Damage Coverage

- a. If hired “autos” are covered “autos” under **Section II – Covered Autos Liability Coverage** and this policy provides Comprehensive, Specified Causes of Loss Coverage or Collision Coverage for any “auto” you own, a hired “auto” will be deemed a covered “auto” for Physical Damage Coverage subject to the provisions in Paragraph **b.** below.
- b. For Hired Physical Damage Coverage provided by paragraph **a.** above:
 - (1) The most we will pay for “loss” to any hired “auto” is the lesser of:
 - (a) \$75,000 for “autos” of the private passenger type and \$50,000 for all other “autos”;
 - (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - (2) The Deductible is the largest Deductible for the applicable coverage for an “auto” you own.
 - (3) This insurance is excess over any other valid and collectible insurance, whether such insurance is primary, excess, contingent or on any other basis.

2. Towing – Any Covered Autos

The following replaces Paragraph **A.2. Towing of Section III – Physical Damage Coverage**:

We will pay up to \$100 for towing and, if labor is performed at the place of disablement, labor costs incurred each time a covered “auto” is disabled if a premium charge for towing and labor is shown in the Schedule or the Declarations.

3. Transportation Expenses Increased

In Paragraph **A.4.a. Transportation Expenses of Section III – Physical Damage Coverage**, the amounts we will pay amounts we will pay for temporary transportation expenses incurred by you because of the total theft of a covered “auto” of the private passenger type are increased to \$75 per day, to a maximum of \$2,250.

4. Loss of Use Expenses Increased

The following replaces the last paragraph in Paragraph **A.4.b. Loss Of Use Expenses of Section III – Physical Damage Coverage**:

However, the most we will pay for any expenses for loss of use is \$1,000.

5. Other Coverage Extensions

If you have Physical Damage Coverage, the following are added to Paragraph **A.4. Coverage Extensions of Section III – Physical Damage Coverage**:

a. Airbag Discharge

We will pay to reset or replace a covered "auto's" airbag that accidentally discharges without the "auto" being involved in an "accident" if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the discharge. No Deductible applies to this Coverage Extension.

b. Auto Theft Reward

If you have Comprehensive or Specified Cause of Loss Coverage, we will pay a reward up to \$2,000 for information leading to the arrest and conviction of anyone stealing a covered "auto". But we will not pay a reward to you, any family members or "employees" or any public officials while performing their duties.

c. Loan/Lease Gap Coverage

If a covered "auto" is subject to a long-term loan or lease that requires, in writing, that the lender or lessor be an additional "insured", and you are legally obligated for the remaining balance on the loan or lease, we will pay the difference between the actual cash value of the "auto" at the time of "loss" and the remaining balance on your loan or lease. But we will not pay for:

- (1) Any amount paid under the policy's Physical Damage Coverage; or
- (2) Any amounts for abnormal or excess wear and tear, additional or high mileage charges, carry-over balances from previous loans or leases, extended warranties or insurance purchased with the loan or lease, lease termination fees, taxes, overdue payments, unreturned security deposits or any penalties, interest or charges resulting from overdue payments.

d. Rental Reimbursement

We will pay for expenses to rent an "auto" of the private passenger type because of "loss" to a covered "auto" of the private passenger type. But:

- (1) We will only pay expenses incurred during the policy period at the time of the "loss" and ending, regardless of the policy period, six days after the "loss".
- (2) The most we will pay is the lesser of:
 - (a) Reasonable and necessary expenses actually incurred; or
 - (b) \$50 per day.
- (3) This coverage does not apply if a spare or reserve "auto" is available to you.
- (4) If "loss" is because of the total theft of a covered "auto", we will pay only those amounts that are not already covered under Transportation Expenses.

No Deductible applies to this Coverage Extension.

6. Diminution in Value

The following is added to Exclusion **B.6.** of **Section III – Physical Damage Coverage**:

This exclusion does not apply to "diminution in value" of a covered "auto" of the private passenger type used in the conduct of the "insured's" business that is leased, rented, hired or borrowed without a driver for a period of 30 days or less. But the most we will pay for such "diminution in value" is the lesser of:

- a. 20 percent of the actual cash value of the "auto" as of the time of the "loss"; or
- b. \$7,500.

7. Communications Equipment

The following is added to Paragraph **B. Exclusions** of **Section III – Physical Damage Coverage**:

Exclusions **4.c.** and **4.d.** do not apply to communications equipment, including its antenna and other accessories, that is permanently installed in, and not removable from, a covered "auto" and designed for use as a:

- a. Citizen's band radio;
- b. Two-way mobile radio or telephone;

- c. Scanning monitor receiver; or
- d. GPS navigation system.

No Deductible applies to "loss" to such communications equipment. But the most we will pay for all such communications equipment is \$5,000 for any one "loss".

8. Deductible Waived For Glass Repair

The following is added to Paragraph **D. Deductible** of **Section III – Physical Damage Coverage**:

No Deductible applies if glass that is damaged is repaired rather than replaced.

D. Section IV – Business Auto Conditions

1. Duties in the Event of Accident, Claim, Suit or Loss

The following is added to Paragraph **A.2. Duties in the Event of Accident, Claim, Suit or Loss** of **Section IV – Business Auto Conditions**:

The requirements that you must notify us of an "accident", claim, "suit" or "loss", or send us documents concerning a claim or "suit", apply only if the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance or risk manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an "accident", claim, "suit" or "loss" does not apply if you report the "accident", claim, "suit" or "loss" to your workers' compensation insurer and the "accident", claim, "suit" or "loss" later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an "accident", claim, "suit" or "loss" is a liability claim rather than a workers' compensation claim, you must comply with all parts of Paragraph **A.2. Duties in the Event of Accident, Claim, Suit or Loss** of **Section IV – Business Auto Conditions**.

2. Waiver of Subrogation When Required by Written Contract or Agreement

The following is added to Paragraph **A.5. Transfer of Rights of Recovery Against Others to Us** of **Section IV – Business Auto Conditions**:

We will waive any right of recovery against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", but only if the "insured contract" is executed before the "accident" or "loss" occurs.

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph **C.** of **Section V – Definitions**:

"Bodily injury" includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

2. Executive Officer

The following is added to **Section V – Definitions**:

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION
WHEN REQUIRED BY CONTRACT, AGREEMENT OR PERMIT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following is added to Paragraph 5, **Other Insurance** of **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of Paragraph **a.** above, any Liability Coverage under this Coverage Form is primary to, and will not seek contribution from, any other insurance available to an additional "insured" if:

- (1) Such additional "insured" is a Named Insured under that other insurance; and
- (2) You have agreed in writing in a contract, agreement or permit that this insurance would be primary and would not seek contribution from any other insurance available to such additional "insured".

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**BLANKET ADDITIONAL INSURED WITH PRIMARY
AND NON-CONTRIBUTORY WORDING**

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II - WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs A. through K. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:

- (1) is currently in effect or becomes effective during the term of this Coverage Part; and
- (2) was executed prior to:
 - (a) the "bodily injury" or "property damage"; or
 - (b) the offense that caused the "personal and advertising injury",

for which such additional insured seeks coverage.

However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- (1) a higher limit of insurance than required by such contract or agreement; or
- (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1. such person or organization's financial control of a Named Insured; or
- 2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a Named Insured and covered under this insurance but only with respect to such co-owner's liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

If placed on a policy, this box
must be signed
by the
Contract Leader

06/19

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C. Grantor of Franchise

Any person or organization that has granted a franchise to a Named Insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury" as grantor of a franchise to the Named Insured.

D. Lessor of Equipment

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury", "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a Named Insured leases land but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such land, provided that the "occurrence" giving rise to such "bodily injury", "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.


F. Lessor of Premises

An owner or lessor of premises leased to the Named Insured, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to the Named Insured, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage", or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the Named Insured's ownership, maintenance, or use of a premises by a Named Insured.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.


 If placed within this box
 will be signed
 Contract Leader

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H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

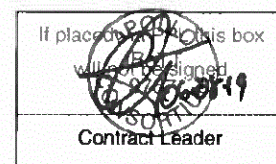
- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the Named Insured to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising ink-11y" caused by:
 - a. the Named Insured's acts or omissions; or
 - b. the acts or omissions of those acting on the Named Insured's behalf,

in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.



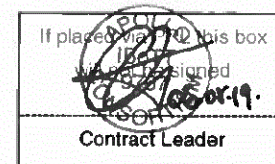
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2. The coverage granted by this paragraph does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

J. Vendor

Any person or organization but only with respect to such person or organization's liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
 - a. "bodily injury" or "property damage" for which such person or organization is obligated to pay damages by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the Named Insured;
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the Named Insured, have been labelled or relabelled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. "bodily injury" or "property damage" arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs d. or f. above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the Named Insured to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph J. does not apply to any insured person or organization, from whom the Named Insured has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
3. This Paragraph J. also does not apply:



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- a. to any vendor specifically scheduled as an additional insured by endorsement to this Coverage Part;
- b. to any of "your products" for which coverage is excluded by endorsement to this Coverage Part; nor
- c. if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded by endorsement to this Coverage Part.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an Insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of the Named Insured's acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:


- 1. who is specifically scheduled as an additional insured on another endorsement to this Coverage Part; nor
- 2. for "bodily injury" or "property damage" included within the "products-completed operations hazard" except to the extent all of the following apply:
 - a. this Coverage Part provides such coverage;
 - b. the written contract or agreement described in the opening paragraph of this Additional Insureds Endorsement requires the Named Insured to provide the additional insured such coverage; and
 - c. the "bodily injury" or "property damage" results from "your work" that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this Coverage Part.

ADDITIONAL INSURED — PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

- A. The following paragraph is added to SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS, item 4 Other Insurance:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this provision, the additional insured's own insurance means insurance on which the additional insured is a Named Insured.

- B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K of this endorsement, the following sentence is added to the paragraph above:


 If placed in the APOLLO box
 witness is signed
[Signature]
 106-01-19
 Contract Leader

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Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

All other terms and conditions of this policy remain unchanged.

If placed in this box
with the original
signature
Contract Leader



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 10 WEC AD5VPD

Endorsement Number:

Effective Date: 07/11/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: BIRD RIDES, INC.

406 BROADWAY 369
SANTA MONICA CA 90401

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

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RISK AND ENDORSEMENT IDENTIFICATION DETAILS

NAMED INSURED: Bird Rides, Inc.

CONTRACT CHANGES

This contract is amended as follows:

**ENDORSEMENT
EFFECTIVE DATE:** 14th May 2019

It is hereby noted and agreed that the clauses as previously agreed under Endorsement 7, 12 and 29 of the Besso Limited Policy Number B0595XN5846019 are restated as attached.

All other terms, clauses and conditions remain unchanged.

Dated 6th August 2019

If placed in this box
it will be signed
06-08-19
Contract Leader

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CANCELLATION NOTICE (30 DAYS) TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY

It is hereby understood and agreed that the Cancellation condition of this Policy is amended to add the following:

If we cancel this Policy, we will mail written notice of cancellation to the person(s) or organization(s) as are required by written contract with the Named Insured at least 30 days before the effective date of cancellation. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions remain unaltered.


 If placed in this box
 will be signed
 08.19.
 Contract Leader

APPENDIX G

PRIVACY POLICY

Privacy Policy

Last Updated: 07/17/2019

WHO WE ARE:

We are Scoot Rides, Inc. We work at 1255 Howard St., San Francisco, CA 94103. We have created a network for sharing electric scooters through a mobile application that enables users to locate, rent, and operate electric scooters from the available locations (“App”) and we maintain a corporate Web site at <https://scoot.co> (“Site”) as well as all related applications, widgets, software, tools and other services provided by us and on which a link to this policy is displayed (collectively, together with the Site and App, our “Services”).

WHAT THIS IS:

This is our Privacy Policy (“Policy”) and it applies to our Services and describes our collection of Personal Information, as defined below, from users who have registered for the Services (“Members”) and visitors, whether Members or not, to the Site or the App, (“Visitors”) (together, “You”, “Your” or “Users”). We take Your privacy seriously and make it a priority to protect personally identifiable information that we obtain from and about You both online and off-line. If You have questions about our Policy, please send an email to hi@scoot.co.

By using the Services (whether or not You are a Member), You expressly consent to the information handling practices described in this Policy. If You do not want information about You to be used in the manner set forth in this Policy, please do not use the Services.

This Policy is incorporated into and is subject to the Scoot Terms of Use, located [here](#) and the [Membership Agreement](#) if you are a Member. Your use of the Services and any Personal Information You provide via the Services are subject to the terms of this Policy and Scoot’s Terms of Use.

PERSONAL INFORMATION

“Personal Information,” as used in this Policy, is information that specifically identifies an individual, such as an individual’s name, address, telephone number, or e-mail address. Personal Information also includes information about an individual’s activities, such as information about his or her activity on our Services, demographic information, such as date of birth, gender, geographic area (including location), and preferences, when any of this information is linked to Personal Information that identifies that individual.

ANONYMOUS AGGREGATED DATA:

Anonymous data is information (originally personally identifiable or non-personally identifiable) that subsequently is used in aggregate form. Although anonymous data may be based in part on personal data, it does not identify You personally. We may collect anonymous data whether or not You are a Member. We and/or third parties that are providing services in

INFORMATION SCOOT COLLECTS:

Collection of Voluntarily-Provided Information

- **User Provided Information.** When You register and set up an account, use or visit the Services, or contact us by e-mail or other means for any reason, You may provide Personal Information to Scoot. Personal Information may also be collected if You provide such information in connection with creating a profile or group, leaving comments, posting content, sending an email or message to another User or participating in any features of the Services. In addition, from time to time we may collect other Personal Information You provide in connection with Your participation in promotional offers and other activities on the Services. If You use the Services with Your mobile device, we may have access to Your phone number, Unique Device Identifier or other device information that uniquely identifies individual smartphones or mobile devices.
- **Payment Information.** If You purchase services or products from the Services, we will collect the billing and financial information necessary to process Your charges, which may include Your postal and email addresses. We may also receive the billing and payment information that You provide when Your purchase is processed by another party.
- **Invitation Service.** Scoot may offer an invitation service to tell a friend about the Services. If You choose to use our invitation service to tell a friend about the Services, we may ask You for information needed to send the invitation, such as Your friend's email address or phone number. We may also offer You the opportunity to invite Your friend via third party services such as Facebook or Twitter. We will automatically send Your friend a one-time email or text message inviting him or her to try the Service. By providing email addresses or phone numbers of non-Users, You represent that You have the right to do so and that such information may also be provided to the third party service that You have designated to contact the non-User. We store and use this information to send this invitation, to register a friend if Your invitation is accepted, and to track the success of our invitation service. Your friend may contact us at hi@scoot.co to request that we remove this information from our database.

Passively Collected Information

- **Automatically Collected Information.** When You use the Services, some information is also automatically collected, such as Your Internet Protocol (IP) address, Your operating system, the browser type, the address of a referring Web site and Your activity on the Services. We treat this information as Personal Information if we combine it with or link it to any of the identifying information mentioned above. Otherwise, it is used in the aggregate only and is not considered by Scoot to be subject to the restrictions in this Privacy Policy.
- **"Cookies" and Clear Gif Information.** We may automatically collect certain information through the use of "cookies" and/or clear gifs. Cookies are small data files that are stored on a User's hard drive at the request of a Web site to enable such Web site to recognize Users who have previously visited them and retain certain information such as customer preferences and history. If we combine cookies with or link them to any Personal Information, we would treat this information as Personal Information. Clear gifs (also known as web bugs or web beacons) are small, invisible graphic images that may be used by the Services or in emails relating to the Services to collect certain information and monitor user activity on the Services and may be combined with Your IP address or other information that we have gathered with respect to a User's use of the Services. If You wish to block, erase, or be warned of cookies, please refer to Your browser instructions or help screen to learn about these functions. However, if a browser is set not to accept cookies or if a User rejects a cookie, some portions of the Services may not function properly. For example, You may not be able to sign in and may not be able to access certain features of the Services.
- **Location Information.** Scoot may offer features designed to help You use the Services, such as to locate scooters available through the network, including in whole or in part based on Your location. You will be given the opportunity to opt-in to location-based services, normally through an opt-in screen on the App. If You choose to enable location-

- We use analytics tools to track how You get to our Site and to understand how You use the Site after You arrive. Although this allows us to see and analyze Your movements around the Site, our systems do not provide a way for that information to be tied to any Personal Information You choose to give us.

Information from Other Sources

- We may receive information about You, including Personal Information, from third parties and third party Web sites (e.g., Facebook, Twitter, etc.) (“Third Party Sites”), in accordance with the policies and terms of such Third Party Sites. Scoot may combine this information with other Personal Information we maintain about You. If we do so, this Policy governs any combined information that we maintain in a personally identifiable format.

THE WAY SCOOT USES AND DISCLOSES INFORMATION:

- In general, we use Personal Information we collect to process Your requests or transactions, to provide You with information or services You request, to inform You about other information, events, promotions, products or services we think will be of interest to You, to facilitate Your use of, and our administration and operation of, the Services, and for the purpose for which the information was provided. For example, we may use the information we collect:
 - to send You a welcoming email and to contact You about Your use of the Services, to provide other services, products or information You request and to complete any transactions in connection therewith;
 - to enable Your use of the Services, including to determine your service eligibility and credit-worthiness, access Your driving safety records, and obtain insurance;
 - to respond to Your emails, submissions, comments, requests or complaints;
 - to request feedback and to enable us to develop, customize and improve the Services;
 - to contact You about our or a third party’s services, products, activities, special events or offers and for other marketing, informational, product development and promotional purposes;
 - for the specific purpose for which the information was provided; and
 - to conduct an aggregate analysis of the performance of the Services.
- Scoot may use “cookies” or clear gif information for a number of reasons related to the Services, including to: (a) remember Your information so that You will not have to re-enter it during Your visit or the next time You use the Services; (b) monitor aggregate site usage metrics such as total number of visitors and pages viewed; and (c) track Your entries, submissions, and status in any promotions or other activities.
- We have a policy that Scoot’s employees, agents and contractors must have a legitimate business reason to obtain access to the Personal Information You may provide to register as a member of the Site and/or to use the Services. We may share Your Personal Information with companies that provide services to us, including outside contractors or agents who help us manage our information activities (for example, for payment processing, insurance, services to search driving records, data storage, customer service, email delivery, and to assist us in our marketing efforts), but we limit the Personal Information that is provided to these service providers to that which is reasonably necessary to provide us with a specific service and not for any other purpose and we require them to maintain the confidentiality of the Personal Information.

information with the other Personal Information we maintain about You. In either case, this Policy governs this information.

- We may disclose Personal Information in the good faith belief that we are lawfully authorized or required to do so, or that doing so is reasonably necessary or appropriate to comply with the law or with legal process or authorities, respond to any claims, or to protect the rights, property or safety of the Services, our Users, our employees or the public, including without limitation to protect Scoot or our Users from fraudulent, abusive, inappropriate or unlawful use of the Services.
- You understand that when You use the Services, information You post in Your public profile and in any other interactive areas of the Services will be available to other Users and in some cases may be publicly available and You provide that information at Your sole risk.
- We may disclose Personal Information in connection with the reorganization, reincorporation, acquisition, debt financing, merger, sale of Scoot's relevant assets or business or similar transaction, as well as in the event of an insolvency, bankruptcy, or receivership in which Personal Information is transferred to one or more third parties as one of our business assets.
- We may use the location information that You provide or that we collect to provide content and services to You based on Your location, such as for making You offers based on your geographic location.
- We use all of the information that You provide or that we collect and/or aggregate to understand and analyze the usage trends, interests, and preferences of our Users, to improve the way the Services work and look and to create new features and functionality.

HOW SCOOT PROTECTS INFORMATION:

- Scoot uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of Your Personal Information. We cannot, however, ensure or warrant the security of any information You transmit to Scoot, and You do so at Your own risk and this is not a guarantee that such information will not be accessed, disclosed, altered, or destroyed by breach of any of Scoot's physical, technical, or managerial safeguards.
- If Scoot learns of a security systems breach, then we may attempt to notify You electronically through the contact information that You have provided to Scoot so that You can take appropriate protective steps. Scoot may also post a notice on the App and/or the Site if a security breach occurs. Depending on where You live, You may have a legal right to receive notice of a security breach in writing.

CHOICES YOU HAVE REGARDING THE USE OF YOUR PERSONAL INFORMATION:

- You may, of course, decline to share Your Personal Information with Scoot, in which case Scoot will not be able to provide to You some of the features and functionality found in the Services. If You register as a member of Scoot, You may update, correct, or delete Your profile information and preferences at any time by emailing us at hi@scoot.co.
- You may "opt out" of receiving promotional and marketing materials by emailing us at hi@scoot.co. However, this shall not affect our ability to send You service and account related emails and to use Your Personal Information as otherwise described in this Privacy Policy. Please be aware that if You "opt out" of receiving commercial email from us, it may take up to ten business days for us to process Your "opt out" and You may receive commercial email from us during that period.
- To protect Your privacy and security, we take reasonable steps to verify Your identity before granting You account access or making corrections to Your information but You are solely responsible for maintaining the secrecy of Your unique password and account information at all times.

LINKS TO OTHER WEBSITES:

services, please be aware that this Policy will not apply to Your activities or any information You disclose while using third party products or services or otherwise interacting with third parties. We are not responsible for the privacy practices of these Third Party Sites and third party services. Additionally, please be aware that the Services may contain links to Web sites and services that we operate but that are governed by different privacy policies. We encourage You to carefully review the privacy policies applicable to any Web site or service You visit other than the Services before providing any Personal Information on them.

THIRD PARTY CONNECTED SERVICES

We may permit Users with accounts on certain Third Party Sites (including social networking, search, sharing, and other services delivered by third parties) to bypass standard registration processes on our Services. If You connect to our Services through an authorized Third Party Site, You may be able to use Your third party login information to log into our Services, and You may be able to publish Your comments and any other activity on our Services to the Third Party Site. We are not responsible for the sharing, posting, commenting, or other content and information-gathering practices on any Third Party Site. Please review their terms of service and privacy policies carefully before using their services and connecting to our Services.

By using any Third Party Site to log in to our Services, or otherwise connecting to any Third Party Site, You permit us to access and use all information related to Your account on the Third Party Site that may be accessible to us through the Third Party Site pursuant to this Policy. To limit or control the information that is available to us through such Third Party Site, or to disconnect the Third Party Site from our Services, You should check (and, if applicable, modify) the applicable settings on the Third Party Site.

OUR COMMITMENT TO CHILDREN'S PRIVACY:

Protecting the privacy of young children is especially important. For that reason, our Services are not directed to persons under 21 years-of-age and Scoot does not knowingly collect or maintain Personal Information from persons under 21 years-of-age, including children under the age of 13. If Scoot learns that Personal Information of persons under 13 years-of-age has been collected in the Services without verifiable parental consent, then Scoot will take the appropriate steps to delete this information. If You are a parent or guardian and discover that Your child under the age of 13 has obtained a Scoot account, then You may alert Scoot at hi@scoot.co and request that Scoot delete that child's Personal Information from its systems.

International Visitors

Our Services are hosted in the United States and generally are intended for United States visitors. If You visit from the European Union or other regions with laws governing data collection and use that may differ from United States law, please be aware that You are transferring Personal Information to the United States. The United States does not have the same data protection laws as the European Union and other jurisdictions. By providing Personal Information to us, You consent to the transfer of it to the United States and the use of it in accordance with this Policy and applicable law.

CHANGES AND UPDATES TO THIS PRIVACY POLICY:

This Policy may be revised periodically and this will be reflected by a "Last Updated" date above. We may not notify You of any changes to this Policy except by posting a new privacy policy. Please revisit this page to stay aware of any changes. Your continued use of the Services constitutes Your agreement to this Policy and any future revisions. However, if we change this Policy in a manner that is materially less restrictive of our use or disclosure of Your Personal Information, we

SCOOT CONTACT INFORMATION:

Please contact Scoot with any questions or comments about this Policy, Your Personal Information, our third-party disclosure practices, or Your consent choices by email at hi@scoot.co or by mail at:

Attention: Customer Service

Scoot Rides, Inc.

1255 Howard St

San Francisco, CA 94103

APPENDIX H

USER AGREEMENT

Scoot Rental Agreement, Waiver of Liability and Release

Effective Date: July 12, 2019

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE.

In consideration of Your use of any of the Scoot Services (defined below) provided by Scoot Rides, Inc. d/b/a Scoot ("Scoot"), Scoot requires that You ("Rider," "You," or "Your") (acting for all of Rider's family, heirs, agents, affiliates, representatives, successors, and assigns) agree to all terms and conditions in this Scoot Rental Agreement, Waiver of Liability and Release ("Agreement").

The services provided by Scoot include, among other things, (1) Scoot Electric Vehicles ("Vehicle" or "Vehicles"), and (2) all other related equipment, personnel, services, applications, websites, and information provided or made available by Bird (collectively, the "Scoot Services"). In addition, use of Scoot Services may require use of the 'Scoot' mobile application ("Scoot App") developed and owned by Bird Rides, Inc. ("Bird Rides"), subject to Bird Rides' Terms of Service. For purposes of clarification, Bird Rides is not a party to this Agreement but may be a third party beneficiary under the provisions of Section 15.

In addition to the Bird Terms of Service, located at <https://www.bird.co/terms>, that You expressly agreed to when you signed up for the Scoot App, You should CAREFULLY READ all terms and conditions before entering into this Agreement. Here is a partial list of some of the terms that Scoot wants to bring to Your initial attention in the event You are on a smartphone or other device with a small screen. Capitalized terms have the meanings given to them where defined in this Agreement.

- **THIS AGREEMENT CONTAINS RELEASES, DISCLAIMERS, ASSUMPTION-OF-RISK PROVISIONS, AND A BINDING ARBITRATION AGREEMENT THAT MAY LIMIT YOUR LEGAL RIGHTS AND REMEDIES. FOR MORE DETAILS, PLEASE REFER TO SECTIONS 9 AND 15 BELOW**
- You must end your ride on the Scoot App at the conclusion of the ride. If you fail to do so, You will continue to be charged. The maximum charge for a single trip under such circumstances is \$100 for 24 hours. For more details, please refer to Section 2.3 below.
- Upon conclusion of Your ride, the Vehicle must not be parked at a prohibited parking spot, i.e. unauthorized private property, in a locked area, blocking the right of way, or in any other unapproved non-public space.
- All applicable laws and regulations (including, without limitation, those applicable to traffic, pedestrians, parking, charging and electric Vehicles) must be obeyed, including any helmet laws in Your area.
- You must promptly report any damaged or malfunctioning Vehicles to Scoot via the Scoot App or e-mail.

Scoot expressly agrees to let, and the Rider expressly agrees to take on, rental of the Vehicle subject to the terms and conditions set out herein. Unless otherwise indicated, all monetary values set forth in this Agreement shall be deemed to be denominated in United States dollars.

responsible for compliance with all terms and conditions contained herein. You understand that when You activate a Vehicle from the location, the Vehicle must be used only by You. You must not allow others to use a Vehicle that You have activated from the location.

1.2 Rider is At Least 18 Years Old. Rider represents and certifies that Rider is at least 18 years old.

1.3 Rider is a Competent Vehicle Operator. Rider represents and certifies that he/she is familiar with the operation of the Vehicle, is reasonably competent and physically fit to ride the Vehicle, and has reviewed the safety materials provided in the Scoot App and/or Scoot's website. By choosing to ride a Vehicle, Rider assumes all responsibilities and risks for any injuries or medical conditions. You are responsible for determining whether conditions, including, without limitation, rain, fog, snow, hail, ice, heat or electrical storms, make it dangerous to operate a Vehicle. You are advised to adjust Your riding behavior and braking distance to suit the weather, visibility, surrounding environment, and traffic conditions.

1.4 Vehicle is the Exclusive Property of Scoot. Rider agrees that the Vehicle and any Scoot equipment attached thereto, at all times, remain the exclusive property of Scoot. You must not dismantle, write on, or otherwise modify, repair or deface a Vehicle, any part of a Vehicle, or other Scoot equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Vehicle in any way. You must not use a Vehicle, or other Scoot equipment, for any advertising or other commercial purpose without the express written permission of Scoot.

1.5 Vehicle Operating Hours and Vehicle Availability. Rider agrees and acknowledges that the Vehicles are not available 24 hours a day, 7 days/week, 365 days per year. Vehicles must be rented during operating hours and within the maximum rental time limits set forth below. The number of Vehicles are limited and Vehicle availability is never guaranteed. Rider agrees that Scoot may require Rider to return a Vehicle at any time.

1.6 Operating Area. Rider agrees not to use, operate, and/or ride the Vehicle in any no-ride zone and further agrees not to transport the Vehicle outside of permitted service areas.

1.7 Rider Must Follow Laws Regarding Use and/or Operation of Vehicle. Rider agrees to follow all laws pertaining to the use, riding, parking, charging, and/or operation of the Vehicle, including all state and local laws and the rules and regulations pertaining to Vehicles in the area where You are operating the Vehicle, including any helmet laws. Rider also agrees to act with courtesy and respect toward others while using the Scoot Services.

1.8 Prohibited Acts. Rider agrees to the following:

- Scoot recommends against operation of a Vehicle while carrying or holding a briefcase, backpack, bag, or other item that can alter balance, add extra weight, or impair safe operation of the Vehicle. If You choose to use such an item, You do so at your own peril; Scoot recommends that You ensure the item fits snugly to Your body and does not impede Your ability to operate the Vehicle safely.
- You must not place any objects on the handlebar of the Vehicle, such as backpacks or bags.
- While riding a Vehicle, You must not use any cellular telephone, text messaging device, portable music player, or other device that may distract You from operating the Vehicle safely.
- You must not operate a Vehicle while under the influence of any alcohol, drugs, medication, or other substance that may impair Your ability to operate a Vehicle safely.
- You must not carry a second person or child on a Vehicle.
- You may only use locking mechanisms provided by Scoot. You may not add another lock to the Vehicle or lock a Vehicle other than in accordance with Scoot's instructions.

The Vehicle must be parked in a space that is visible, and in an upright position using the kickstand.

1.9 Vehicle is Intended for Only Limited Types of Use. Rider agrees that he/she will not use the Vehicle for racing, mountain riding, or stunt or trick riding. Rider agrees that he/she will not operate and/or use the Vehicle on unpaved roads, through water (beyond normal urban riding), or in any location that is prohibited, illegal, and/or a nuisance to others. Rider agrees that he/she will not use the Vehicle for hire or reward, nor use it in violation of any law, ordinance or regulation.

1.10 Weight and Cargo Limits. You must not exceed the maximum weight limit for the Vehicle (220 pounds unless otherwise indicated).

1.11 No Tampering; No Unauthorized Use. You must not tamper with, attempt to gain unauthorized access to, or otherwise use the Scoot Services other than as specified in this Agreement.

1.12 Reporting of Damage or Crashes; Traffic Violations and Enforcement. Rider must report any accident, crash, damage, personal injury traffic violation, or stolen or lost Vehicle to Scoot as soon as possible. If a crash involves personal injury, property damage, or a stolen Vehicle, Rider shall file a report with the local police department within 24 hours. **Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Vehicle.**

• YOUR AUTOMOTIVE INSURANCE POLICIES MAY NOT PROVIDE COVERAGE FOR ACCIDENTS INVOLVING OR DAMAGE TO THIS VEHICLE. TO DETERMINE IF COVERAGE IS PROVIDED, YOU SHOULD CONTACT YOUR AUTOMOTIVE INSURANCE COMPANY OR AGENT

Rider agrees that traffic violations and related citations, fines or impound charges are at the risk and expense of the Rider, including in connection with improper or unauthorized parking at the end of the rental period.

Rider agrees and acknowledges that Scoot may cooperate with law enforcement to provide any information necessary as they may request or may otherwise be required.

1.13 Rider Responsibility for Vehicle Use and Damage. Rider agrees to return the Vehicle to Scoot in the same condition in which it was rented. Rider will not be responsible for normal wear and tear.

1.14 Electric Vehicle. The Vehicle is an electric Vehicle that requires periodic charging of its battery in order to operate. Rider agrees to use and operate the Vehicle safely and prudently in light of the Vehicle being an electric Vehicle and all of the limitations and requirements associated therewith. Rider understands and agrees with each of the following:

- The level of charge power remaining in the Vehicle will decrease with use of the Vehicle (over both time and distance), and that as the level of charge power of the Vehicle decreases, the speed and other operational capabilities of the Vehicle may decrease (or cease in their entirety).
- The level of charging power in the Vehicle at the time Rider initiates the rental or operation of the Vehicle is not guaranteed and will vary with each rental use.
- The rate of loss of charging power during the use of the Vehicle is not guaranteed and will vary based on the Vehicle, road conditions, weather conditions, and other factors.
- It is Rider's responsibility to check the level of charge power in the Vehicle and to ensure that it is adequate before initiating operation of the Vehicle.
- The distance and/or time that Rider may operate the Vehicle before it loses charging power is never guaranteed.

1.15 No Charging of Vehicle. If the Vehicle runs out of charging power during a rental, Rider shall conclude the ride in compliance with all terms of this Agreement.

Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, property or fire or other damages, injuries, costs, and expenses, penalties, attorney's fees, judgments, suits, or disbursements of any kind or nature whatsoever related to Rider charging or attempting to charge the Vehicle. By choosing to charge a Vehicle, Rider assumes full and complete responsibility for all related risks, dangers, and hazards, and Rider agrees that Scoot and all other Released Persons (defined below in Section 15) are not responsible for any injury, damage, or cost caused by Rider with respect to any person or property, including the Vehicle itself, directly or indirectly related to the charging of the Vehicle.

1.16 Mobile Device Requirements and Active Internet Connection. Unless otherwise instructed by Scoot in writing, to activate Scoot Services with the Scoot App, You must use a smartphone or any other (mobile) device that meets the technical requirements for and is compatible with the Scoot App. Certain functions of the Scoot App, such as the possibility to register with Scoot, to unlock, rent and end the rental of the Vehicle require that the Scoot App has an active network connection. You are responsible for the availability and costs of Your mobile data communication services. You are also responsible for ensuring that Your mobile device has adequate battery capacity. Scoot shall not be responsible if You are unable to unlock, use or end the ride of the Vehicle as a result of lost or interrupted network connection, mobile device malfunction, or depleted battery. You shall remain responsible for and Scoot may charge You all costs (including rental fees) incurred until the ride is ended.

2. PAYMENT AND FEES.

2.1 Fees. Rider may use the Vehicle in accordance with the pricing described in the Scoot 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 Scoot. Scoot will charge the Rider (through credit, or debit card or through another agreed payment method) the amount of the fees as described in this Agreement, including any recurring payment you choose.

2.2 Referral and/or Promotional Codes.

Scoot may, in its sole discretion, create referral and/or promotional codes ("Promo Codes") that may be used for discounts or credits on Scoot Services or other features or benefits provided by Scoot, subject to any additional terms that Scoot 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, unless expressly permitted by Scoot; (iii) may be disabled by Scoot at any time for any reason without liability to Scoot; (iv) may only be used pursuant to the specific terms that Scoot establishes for such Promo Code; (v) are not valid for cash; (vi) may be subject to quantity or value limits; and (vii) may expire prior to your use. Scoot 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 Scoot 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 or specific terms applicable to such Promo Codes.

2.3 Maximum Rental Time and Charges.

The maximum rental time is 24 hours. Rider agrees that Rider will deactivate the Vehicle rental within 24 hours of renting a Vehicle. Rider may then rent again. Rider agrees that he/she is solely responsible for being aware of the length of any

Rental time will be calculated from the moment of unlocking the Scoot through the Scoot App until the Rider receives the confirmation through the Scoot 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 Rider will continue to be charged. If you have technical issues terminating a ride for any reason, You should report this to Scoot through the Scoot App immediately. Failure to report an issue in terminating a ride may result in continued charges.

Vehicles not returned (with the ride concluded) within 48 hours will be considered lost or stolen, and Rider may be charged up to the value of the Vehicle plus administrative and processing fees. Scoot may also charge additional service fees for rentals in excess of 24 hours where the Vehicle is not lost or stolen.

2.4 Valid Payment Method. To be registered to use the Scoot Services, Rider must provide Scoot with a valid credit, debit card or prepaid card number and expiration date or other valid payment method information. Rider represents and warrants to Scoot that Rider is authorized to use any credit, debit or prepaid card or other payment method information Rider furnishes to Scoot. By providing your payment method, You agree that Scoot is authorized to charge You for your ride and any other fees incurred by Rider under this Agreement, including all applicable governmental and regulatory charges and applicable sales and other taxes.

When you provide a payment method or in accordance with Scoot policies, our system will attempt to verify the information you entered. We do this by processing an authorization hold, which is a standard practice. We do not charge you in connection with this authorization hold. If Your payment method expires and You do not update your information or cancel your account, You authorize us to continue billing, and You will remain responsible for any uncollected amounts. We reserve the right to retry billing all payment method(s) on file after any failed billing attempt. You will remain liable for all such amounts and all costs incurred in connection with the collection of these amounts, including, without limitation, bank overdraft fees, collection agency fees, reasonable attorneys' fees, and arbitration or court costs.

Rider agrees that Scoot may, in its sole discretion, pay all traffic tickets, impound fees, fines and/or charges on Rider's behalf directly to the appropriate authority or applicable party. If Scoot is required to pay and/or process such fees or associated costs, Rider agrees that Scoot may charge You for the amount Scoot pays plus a reasonable administration charge for dealing with these matters; Scoot will provide notice of any such costs or fees.

In the event Scoot uses a third party collection and/or administrative agent to resolve any tickets, damages, infringements of law or of this Agreement, fines and/or penalties, Rider agrees to pay all costs and collection fees including, but not limited to, administrative and legal costs to such agent upon demand without protest.

If Rider disputes any charge on Rider's payment method, then Rider must contact Scoot within 10 business days from the end of the month with the disputed charge, and provide to Scoot all trip information that is necessary to identify the disputed charge, such as the date of the trip and the approximate starting and ending times of the ride associated with the disputed charge. Rider agrees to immediately inform Scoot of all changes relating to the payment method.

If You have agreed to make automatic or recurring payments, such payments will continue until you cancel or your account is terminated. You can cancel by following the instructions on the Scoot App. If you cancel, You may use any remaining balance on your account but may not be able to continue using Scoot Services until you have reauthorized an applicable payment method. Scoot may continue to charge your payment method for any additional fees or charges incurred under this Agreement.

2.5 Pick Up Fees. If You are unable to return a Vehicle to a valid area (i.e. You deactivate the Vehicle on private property, a locked community, or another unreachable area), and request that the Vehicle be picked up by Scoot staff, Scoot, at its

3. ADDITIONAL TERMS OF USE.

3.1 Safety Check. Before each use of a Vehicle, Rider shall conduct a basic safety inspection of the Vehicle, which includes inspecting the following: (i) trueness of the wheels; (ii) safe operation of all brakes and lights; (iii) good condition of the frame; (iv) sufficient battery charge power; and (iv) any sign of damage, unusual or excessive wear, or other open and obvious mechanical problem/maintenance need. Rider agrees not to ride the Vehicle if there are any noticeable issues, and to immediately notify customer service to alert Scoot of any problems.

3.2 Lost or Stolen Vehicle. A Vehicle may be deemed lost or stolen if (a) the Vehicle is not returned within 24 consecutive hours, (b) the Vehicle's GPS unit is disabled, (c) the Vehicle is parked on unauthorized private property, in a locked area, or in any other non-public space for more than ten minutes after a ride ends, (d) the Vehicle moves more than thirty feet after a rental has ended and Scoot believes such movement was not caused by another Rider or authorized third party, or (e) other facts and circumstances that suggest to Scoot in its reasonable, good faith determination that a Vehicle has been lost or stolen. Scoot and You agree that the last Rider of a Vehicle shall be responsible for a lost or stolen Vehicle unless facts and circumstances suggest otherwise to Scoot in its reasonable, good faith determination. If Scoot deems a Vehicle lost or stolen, Scoot shall have the authority to take any and all actions it deems appropriate (with respect to the last Rider of a Vehicle or otherwise), including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. Rider agrees the data generated by Scoot's computer is conclusive evidence of the period of use of a Vehicle by a Rider. Rider agrees to report Vehicle disappearance or theft to Scoot immediately or as soon as possible.

3.3 Helmets; Safety. Scoot recommends that all Riders wear a Snell, CPSC, ANSI or ASTM approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. **Scoot and all other Released Persons (defined below in Section 15) do not represent or warrant the quality or safety characteristics of any helmet, and Rider agrees that none of the Released Persons is liable for any injury suffered by Rider while using any of the Scoot Services, whether or not Rider is wearing a helmet at the time of injury. Rider assumes all risk of not wearing a helmet or other protective gear.** Rider may need to take additional safety measures or precautions not specifically addressed in this Agreement.

3.4 Vehicle Routes. Rider agrees that Scoot does not provide or maintain places to ride Vehicles, and that Scoot does not guarantee that there will always be a safe place to ride a Vehicle. Roads, sidewalks, vehicle lanes, and vehicle routes may become dangerous due to weather, traffic, or other hazards.

3.5 Limitations on Vehicle Rental. Rider agrees that Scoot is not a common carrier. Alternative means of public and private transportation are available to the general public and to Rider individually, including public buses and rail service, taxis, and pedestrian paths. Scoot provides Vehicles only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate a Vehicle on their own and who have agreed to all terms and conditions of this Agreement.

4. Termination. At any time and from time to time, and without Rider's consent, Scoot may unilaterally terminate Rider's right to use the Scoot Services, in Scoot's sole discretion and without any notice or cause. Rider may terminate Rider's use of the Scoot Services at any time; provided, however, that (i) no refund will be provided by Scoot, (ii) the term of this Agreement continues in accordance with this Agreement, and (iii) Rider may still be charged any applicable additional fees in accordance with this Agreement. This Agreement remains in full force and effect, in accordance with its terms and

5. Confidentiality of Information; Privacy Policies. You understand and agree that all personal information that is held by Bird Rides and pertains to Riders, including all names, addresses, phone numbers, email addresses, passwords, payment information, and other information will be kept by Bird Rides in accordance with its privacy policy located at <http://www.bird.co/privacy/>

6. License to Image and Likeness. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, You do hereby knowingly, voluntarily, and irrevocably: (1) give Your full and unconditional consent to Scoot and its affiliates, successors, and assigns to use at any time and from time to time, without any restriction, Your appearance and voice in photographs, videos, and other recordings related to Your use of the Scoot Services, on all websites and for all press, promotional, advertising, publicity, and other commercial purposes, including all formats and media, whether now known or hereafter devised, throughout the world and in perpetuity; (2) grant to Scoot and its affiliates, successors, and assigns (a) the right to photograph, videotape, and otherwise record Your appearance and voice related to Your use of the Scoot Services, at any time and from time to time, (b) all rights, copyrights, title, and interests in the results of such photographs, videos, and other recordings, as a work for hire for copyright purposes, and (c) the right to use, reproduce, exhibit, distribute, transmit, alter, and exploit, at any time and from time to time and as Scoot may decide in its sole discretion, such photographs, videos, and other recordings, or any component thereof, and all related merchandising, promotions, advertising, and publicity; and (3) waive, release, and discharge all Released Persons from all Claims (defined below in Section 15) that You have or may have for any libel, defamation, invasion of privacy, right of publicity, infringement of copyright, or violation of any right granted by You in this paragraph.

7. Notice. Scoot may be contacted by emailing hello@scoot.co or by mail at 406 Broadway #369, Santa Monica, CA 90401

8. Choice of Law; Dispute Resolution. This Agreement is governed by, and must be construed and enforced in accordance with, the laws of the State of California, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the State of California and agrees that those courts have personal jurisdiction over each party; (iii) venue must be in Los Angeles, California.

9. Binding Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

9.1 Initial Dispute Resolution. Rider Support is available via the Scoot App to address any concerns you may have regarding your use of a Vehicle and/or this Agreement. The parties shall use their best efforts through this support process to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating mediation, arbitration, or a lawsuit.

9.2 Binding Arbitration

If the parties do not reach an agreed upon solution through the support process, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to use and rental of a Vehicle, this Agreement, and the parties' relationship with each other shall be finally settled by binding arbitration administered by JAMS, or alternatively a mutually agreed upon arbitrator or arbitration service, under the applicable commercial arbitration rules for JAMS or the mutually agreed upon arbitration service, excluding any rules or procedures governing or permitting class actions.

The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Scoot will pay the additional cost. The arbitration rules also permit you to recover attorney's fees in certain cases. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

9.3 Location. The arbitration will take place in Los Angeles, California or a mutually agreed upon location.

9.4 Class Action Waiver. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND SCOOT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

9.5 Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

9.6 Right to Opt Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address: Scoot Rides, Inc., 1255 Howard St., San Francisco, CA 94103. The notice must be sent within 30 days of the effective date or your first use of the Service, whichever is later, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, Scoot also will not be bound by them.

9.7 Changes to this Section

Scoot will provide prior written notice of any changes to this section. Changes will become effective only after prior written notice and will apply prospectively only to any claims arising after the notice period.

For any dispute not subject to arbitration you and Scoot agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Los Angeles, California. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

10. Waiver and Severability. No waiver of any breach of any provision of this Agreement is a waiver of any other breach or of any other provision of this Agreement. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

12. Final Agreement; Modification by Scoot. This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement supersedes all other prior agreements, written or oral, relating to such subject matter. At any time and from time to time, and without Rider's consent, Scoot may unilaterally amend, modify, or change this Agreement, in its sole discretion. By continuing to use any of the Scoot Services after any amendment, modification, or change, Rider has agreed to be bound by all such amendments, modifications, and changes. Rider must carefully review this Agreement on a regular basis to maintain awareness of all amendments, modifications, and changes. Whenever a change is made to this Agreement, Scoot will post a notification on the Website. The pricing set forth on the Website or Scoot App supersedes all pricing set forth in this Agreement.

13. Contract Interpretation. The headings in this Agreement do not affect the interpretation of this Agreement. "Or" is not to be exclusive in its meaning. "Including" means "including, but not limited to." Unless the context otherwise requires, words in the singular number or in the plural number shall each include the singular number or the plural number. All pronouns include the masculine, feminine, and neuter pronoun forms.

14. Voluntary Execution of this Agreement. This Agreement is entered into voluntarily, with consideration, and without any duress or undue influence on the part or behalf of Scoot. Rider acknowledges that he/she (a) has read this Agreement; (b) understands the terms and consequences of this Agreement, including the releases it contains; and (c) is fully aware of the legal and binding effect of this Agreement.

15. RELEASES; DISCLAIMERS; ASSUMPTION OF RISK.

In exchange for Rider being allowed to use Scoot Services, Vehicles, and other equipment or related information provided by Scoot, Rider agrees to fully release, indemnify, and hold harmless Scoot, Bird Rides, and all of their respective owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, assigns, and to the fullest extent permitted by law any Municipality (including its elected and appointed officials, officers, employees, agents, contractors, and volunteers) in which Rider utilizes Scoot Services, and every property owner or operator with whom Scoot has contracted to operate Scoot Services and all of such parties' owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, and assigns (collectively, the "Released Persons") from liability for all "Claims" arising out of or in any way related to Rider's use of the Scoot Services, Vehicles, or related equipment, including, but not limited to, those Claims based on Released Persons' alleged negligence, breach of contract, and/or breach of express or implied warranty, except for Claims based on Released Persons' gross negligence or willful misconduct. Such releases are intended to be general and complete releases of all Claims.

"Claims" means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorney's fees, whether incurred at trial, on appeal, or otherwise), damages (including but not limited to, for personal injury, wrongful death, property damage, and injury to rider or to third parties, consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the Scoot Services, including any of the Vehicles, placement, equipment, maintenance, related information, this agreement or (b) Rider's use of any of the foregoing.

To the fullest extent permitted by law, and as to Rider's use of any of the Scoot Services, Vehicles, or related equipment, Scoot and all other Released Persons disclaim all express and implied warranties, including warranties of

Rider is aware that Rider's use of any of the Scoot Services, Vehicles, and related equipment involves obvious and not-so-obvious risks, dangers, and hazards that may result in injury or death to Rider or others and damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. Risks, dangers, and hazards, include, but are not limited to:

- vehicles and other objects;
- pedestrians;
- traffic;
- Vehicle or component malfunction;
- road conditions;
- weather conditions;
- failure to follow applicable laws regarding use and/or operation of the Vehicle pursuant to Section 1.7;
- commission of any of the prohibited acts listed in Section 1.8;
- failure to perform the required safety check pursuant to Section 3.1;
- failure to wear a helmet where required by law; and
- negligent acts or omissions by Scoot, any other Released Person, Rider, or third party.

Rider is solely and fully responsible for the safe operation of Vehicle at all times. Rider agrees that Vehicles are machines that may malfunction, even if the Vehicle is properly maintained and that such malfunction may cause injury. Rider assumes full and complete responsibility for all related risks, dangers, and hazards.

To the fullest extent permitted by law, this release and hold harmless agreement includes any and all Claims related to or arising from the sole or partial negligence of Scoot, the Released Parties, any Municipality or any other party. Rider hereby expressly waives any claims against the Released Parties, any Municipality or any other party which Rider does not know or suspect to exist in his or her favor at the time of use of Scoot Services, and expressly waives Rider's rights under any statutes that purport to preserve Rider's unknown claims.

APPENDIX I

TERMS OF SERVICE

Terms of Service

Last Updated: 07/19/2019

Welcome and thank you for your interest in Scoot Rides, Inc. The following Terms of Service, and any additional terms incorporated by reference herein (collectively, the “**Terms**”), govern your access and use of the services available through our website located at scoot.com (the “**Site**”), any third party platforms and services approved by Scoot (e.g., Facebook, Google) (“**Third Party Sites**”), our proprietary software application accessible via a mobile device (the “**App**”), and the rental and usage of shared transportation vehicles, including electric motor-scooters (each a “**Light Electric Vehicle**”, “**LEV**” or “**Vehicle**”). The Site, the App, any access through Third Party Sites, and the rental and usage of LEVs are, collectively, the “**Services**.” The terms “**we**”, “**our**”, and “**Scoot**” refer to Scoot Rides, Inc. These Terms of Service apply to the ‘Scoot’ app. 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 LEVs, who are referred to as “**Users**”).

PLEASE NOTE: THIS AGREEMENT GOVERNS HOW DISPUTES BETWEEN YOU AND SCOOT CAN BE RESOLVED. IT CONTAINS A BINDING AND FINAL ARBITRATION PROVISION AND CLASS ACTION WAIVER (SECTION 14). PLEASE READ CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING, IF APPLICABLE, YOUR RIGHT TO OPT OUT OF ARBITRATION.

IN ADDITION, BY REGISTERING FOR, ACCESSING, AND/OR OTHERWISE USING THE SITE OR SERVICES IN ANY MANNER, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THIS AGREEMENT (INCLUDING THE DISPUTE RESOLUTION AND ARBITRATION PROVISIONS IN SECTION 14) AND YOU ACCEPT ALL OF FOLLOWING TERMS, INCLUDING ANY FUTURE MODIFICATIONS, AND ALL POLICIES OF THE SITE AND APP ARE INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT USE – AND ARE NOT AUTHORIZED TO USE – THE SERVICES. IF THE INDIVIDUAL WHO SUBMITS AN APPLICATION DOES SO ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND THAT ENTITY TO THE AGREEMENT. The Services are available only to persons who can form legally binding contracts under applicable law. 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.

Any personal data you submit to the Service or which we collect about you is governed by our [Privacy Policy](#) (as defined below) as set forth in Section 7. You acknowledge that by using the Service you have reviewed the Privacy Policy.

Your use of the Service constitutes your acceptance of and agreement to all of the terms and conditions in these Terms of Service, the Privacy Policy, the [Rate Schedule](#) (as defined below), the [Rules to Ride](#) (as defined below), the [Collision and Insurance Policy](#) (as defined below), and any future amendments and additions to these Terms as we may publish from time to time. The Privacy Policy, the Rate Schedule, the Rules to Ride, and the Collision and Insurance Policy are incorporated by reference into these Terms of Service and together form and are hereinafter referred to as these “**Terms**”.

Services and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

1.2. Changes to these Terms. The Site, App, and other portions of the Services are owned and operated by Scoot. Scoot reserves the right to revise these Terms, including changes to the Rate Schedule, the Rules to Ride, and the Collision and Insurance Policy, in its sole discretion at any time and without prior notice to you other than by posting the revised Terms on the Site, App, or on or within the Service. Any revisions to the Terms are effective upon posting. The Terms will be identified as of the most recent date of revision. You should visit this page regularly to ensure your continued acceptance of these Terms. Your continued use of the Services after any revision to these Terms constitutes your binding acceptance of the revised Terms. Notwithstanding the preceding sentences of this Section 1.2, no revisions to these Terms will apply to any dispute between you and Scoot that arose prior to the date of such revision.

1.3. Light Electric Vehicle Use. The Services include the rental and use of Light Electric Vehicles through the App subject to these Terms. You may use LEVs belonging to Scoot after registering and being approved for a User Account and paying any corresponding User Fees, if applicable. The User does not, by these Terms or otherwise, acquire any rights of ownership or control over Scoot, its operations or finances, or any LEVs or other transportation device made available for use by Users. Scoot is the owner of the LEVs and any item it makes available to User during the term of these Terms.

1.4. Corporate User Agreement. Scoot may enter into agreements (each a “**Corporate User Agreement**”) with businesses and other legal entities to provide the Services (each an “**Entity**”) to the employees or members of such businesses or other legal entities (each a “**Corporate User**”). A Corporate User shall be treated as a User for purposes of these Terms, provided however, if the Corporate User Agreement specifies usage for specific purposes, the Entities, not Scoot, shall be responsible for communicating such allowable usage to such Corporate Users. Each Entity and their respective Corporate Users are jointly and severally responsible for their commitments to Scoot and for any claim or other action Scoot might take against them.

1.5. Evolving Nature of Services. The Services are new and subject to change at any time. We are continually looking to improve the Services but if you are at any time dissatisfied with the Services, then your sole remedy is to discontinue use of the Services. However, we do want to hear from our users so do not hesitate to send us an email at hi@scoot.com to let us know what you think.

2. DEFINITIONS

“Collision and Insurance Policy” means the Collision and Insurance Policy available at scoot.com/united-states/collision-and-insurance-policy and found on the App for your geographic location, as it may be updated by Scoot from time to time, which policy is incorporated here by reference.

“Application” means the application process which must be completed on the App in order to become a User of LEVs provided by Scoot.

“Orientation” means training provided by Scoot, for no additional charge, to Users to orient Users with Scoot LEVs and their appropriate use. Such training may include, but not limited to, video, animations, and other visuals with text and verbal instructions on our Site or App.

“Privacy Policy” means the privacy policy available at scoot.com/united-states/privacy-policy and found on the App for your geographic location, as it may be updated by Scoot from time to time, which policy is incorporated here by reference.

“Rules to Ride” means the rules available at scoot.com/united-states/rules-to-ride and found on the App for your geographic location, as it may be updated by Scoot from time to time, and which is expressly incorporated herein by reference.

“User” means an individual that has submitted an Application, registered for a User Account and been approved for use of the LEVs.

“User Account” means an application-based portal provided on the App by Scoot that is used by a User to manage its account, billing information and other User information (e.g., name, address, email address, use privileges).

“User Fees” means the agreed upon fees set forth in the Rate Schedule in the App for your geographic location, and as adjusted from time to time. User Fees may be reduced or waived, depending on promotional offers.

“User Term” means the agreed upon time period set forth in an Application, and all subsequent renewal periods.

3. USE OF THE SERVICES

Scoot may provide the Services through the App, Site, Third Party Sites, and any other media or channels now known or hereafter developed. The Services may require that you agree to additional terms and conditions in order to use the Services, including those contained on Third Party Sites, the **Rules to Ride** (also available on the App for your geographic location), the **Rate Schedule** (also available on the App for your geographic location), and the **Collision and Insurance Policy** (also available on the App for your geographic location). Any terms and conditions required by Scoot for use of any portion of the Services offered by Scoot (but not those of any Third Party Site) will, unless otherwise expressly stated in such terms, supersede these Terms in the event of a conflict only as to the Services with respect to which those terms relate. Such additional terms and conditions (but not those of any Third Party Site), are hereby incorporated into and made a part of these Terms by reference. You may also be subject to the terms of use of any Third Party Sites and you are solely responsible for your acceptance of and compliance with such terms. You should review the terms of use and privacy policies of Third Party Sites before using such Third Party Sites.

You are responsible for obtaining at your own expense all equipment and services needed to access the Services, including but not limited to a mobile device that is compatible with the App. If you are accessing the Services by a mobile device, your wireless carrier may charge you fees for data, text messaging, and other wireless access or communications services. 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.

4. REGISTRATION

4.1. Children. The Services are not intended for persons under 18, including children under the age of 13. 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.

4.2. Log-In Credentials. In order to rent and use the LEVs, you will have to register for an account on the App, and agree to these Terms and any applicable policies for your geographic location. When registering you will be required to provide Scoot with certain personal information, which may include your name, birth date, email address, payment information, and a driver’s license. This information will be held and used in accordance with the Privacy Policy. You may also register using log in credentials from Third Party Sites if provided such an option. You are responsible for maintaining the confidentiality of your log-in credentials in order to use the Services, and are fully responsible for all

or loss of your credentials. You understand that on certain Scoot websites or Third Party Sites your user name and profile picture may be publicly available and that search engines may index your name and profile photo.

4.3. Accuracy of Information. You agree to provide true, accurate, current, and complete information about yourself as requested in any registration forms required by Scoot. 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, Scoot reserves the right to terminate your account immediately with or without notice to you and without any liability to you or any third party.

4.4. Invitation Service. Scoot may offer an invitation service to tell a friend about the Services. If you choose to use our invitation service, we may ask you for information needed to send the invitation, such as your friend's email address. We may also offer you the opportunity to invite your friend via Third Party Sites. We will automatically send your friend an email inviting him or her to try the Service. By providing email addresses of non-users, you represent that you have the right to do so and that such information may also be provided to the Third Party Sites that you have designated to contact the non-user. We store and use this information to send this invitation, to register a friend if your invitation is accepted, and to track the success of our invitation service. Your friend may contact us at hi@scoot.com to request that we remove this information from our database.

5. RATES; SECURITY DEPOSIT; PAYMENT OPTIONS

5.1. Fees. The User agrees to pay to Scoot the User Fees (when applicable) and other charges and fees, in accordance with the type of Service User has selected and as set forth in the Rate Schedule.

5.2. No Refunds. All fees relating to the Services, including any User Fees, if charged, and other costs and fees as provided in these Terms and the Rate Schedule are final and nonrefundable. If an application fee is required in connection with submitting an Application, such application fee is nonrefundable once Scoot has paid to check the applicant's motor vehicle record.

5.3. RENEWAL: IF YOU SELECT A USER PLAN THAT INCLUDES A MONTHLY USER FEE, SCOOT WILL IMMEDIATELY CHARGE THE MONTHLY PAYMENT TO YOUR SELECTED PAYMENT METHOD FOR THE FIRST MONTH, AND WILL RENEW SUCH USER PLAN AUTOMATICALLY AT THE END OF THE MONTHLY PERIOD, AND CHARGE THE MONTHLY USER FEE FOR SUCCESSIVE MONTHS, UNLESS YOU CANCEL YOUR USER PLAN, OR SELECT A DIFFERENT PLAN, WITHIN 30 DAYS OF SELECTING YOUR USER PLAN.

5.4. Security Deposit. Users may be required to pay Scoot a refundable security deposit, depending on their User Account, geographic location, type of LEVs being rented, or because Scoot determines (at its sole discretion) that the User, or potential User, may present a higher risk than other potential Users. No interest will be calculated or paid on any security deposit. Within 60 days following the termination of a User Account, any security deposit shall be reimbursed to the User, less any amounts owed to Scoot by the User under the Terms. Should the security deposit be insufficient to cover the amounts owed, Scoot reserves the right to take any actions necessary to recover the full amount and charge User any and all reasonable fees associated with its collection efforts.

5.5. Method of Payment. User shall pay all fees and costs incurred when due, including application fees (if applicable), User Fees (if applicable), and other costs and fees as provided in these Terms and the Rate Schedule. User agrees that Scoot may charge User's selected payment method for any such payments. Scoot accepts payments through payment methods detailed on the applicable payment screen, which may include various credit and debit cards, Stripe, Square,

5.6. Pre-Authorization. Scoot may seek pre-authorization of User's credit card account prior to a fee or cost becoming due to verify the credit card is valid and/or has the necessary funds or credit available to cover such fees or costs. Such pre-authorization may be in an amount up to the full replacement cost of the Scoot LEV. These pre-authorizations will reduce User's available balance by the authorization amount until it is released or reconciled with the actual charge. User should contact its card issuer if it has additional questions regarding when an authorization amount will be removed from a statement. Charges occur within a reasonable time of the transaction or shortly thereafter, and multiple charges during the same period may be aggregated together. Scoot does not accept payment forms other than those specified on the applicable payment screen.

5.7. Taxes. User is responsible for paying any governmental taxes imposed on User's use of the Services, including, but not limited to, sales, use or value-added taxes. To the extent Scoot is obligated to collect such taxes, the applicable tax will be added to User's invoice.

5.8. DISPUTED CHARGES. USER AGREES TO SUBMIT ANY DISPUTES REGARDING ANY CHARGE TO USER IN WRITING TO SCOOT WITHIN 30 DAYS OF SUCH CHARGE, OTHERWISE SUCH DISPUTE WILL BE WAIVED AND SUCH CHARGE WILL BE FINAL AND NOT SUBJECT TO CHALLENGE. DURING SUCH TIME AS THE DISPUTED CHARGES ARE OUTSTANDING, SCOOT RESERVES THE RIGHT TO SUSPEND A USER ACCOUNT.

5.9. Delinquent Accounts. Any User Account which is delinquent will be suspended or terminated solely at Scoot's discretion. Any payment option which is rejected may result in suspension or termination of a User Account solely at Scoot's discretion. The User must notify Scoot 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. Scoot may seek third party assistance with unpaid or delinquent accounts if the User does not pay outstanding charges.

6. GUIDELINES FOR USE; PROHIBITED ACTIVITIES

6.1. Rules to Ride. Users agree to abide by the Rules to Ride.

6.2. Operating a Scoot LEV under this Agreement requires maintaining a good driving record, and therefore, Scoot may, from time to time, check User's driving records and reserves the right to terminate a User Account at any time, without notice, if User's driver's license is suspended, revoked, invalid or if the User is convicted of driving under the influence of drugs or alcohol or while intoxicated, of reckless driving, or driving more than 20 miles per hour over the legal speed limit.

6.3. Duties and Responsibilities of Users. In addition to the rules set forth in the Rules to Ride, Users agree to the following duties and responsibilities:

6.3.1. Orientation. User agrees to complete an Orientation, which may vary depending on the LEV User wants to rent and use. A User Account will not be activated until a User successfully completes an Orientation for the specific LEV. Successful completion is determined solely in Scoot's discretion.

6.3.2. Driving Record. User shall promptly notify Scoot in the event that User's 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 20 miles per hour over the legal speed limit.

6.3.3. Promotional Code Abuse. Scoot may, in its sole discretion, create referral and/or promotional codes ("**Promo Codes**") that may be redeemed for discounts on future Services and/or a Third Party Provider's services, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms

Scoot at any time for any reason without liability to Scoot; (iv) may only be used pursuant to the specific terms that Scoot establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Scoot 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 Scoot 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 these Terms.

6.4. Other Prohibited Activities. In using the Services, you agree not to:

- a. Upload or otherwise transmit to or through the Services any information that is unlawful, harmful, harassing, defamatory, libelous, threatening, vulgar, sexually explicit, hateful or otherwise objectionable material of any kind or information that contains a link to such objectionable material;
- b. Attempt to, or harass, abuse, or harm or advocate or incite harassment, abuse or harm of another person or group, including Scoot employees;
- c. Upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation (commercial or otherwise);
- d. Create a false identify or impersonate another person or entity in any way;
- e. Solicit or attempt to solicit personal information from other users of the Services;
- f. Restrict, discourage or inhibit any person from using the Services, disclose personal information about a third person on the Services or obtained from the Services without the consent of such person or collect information about users of the Services;
- g. Use the Service, without Scoot' express written consent, for any commercial purpose, including, communicating or facilitating any commercial advertisement or solicitation;
- h. Undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of any aspect of the Services or any part thereof, or attempt to do any of the foregoing, except and solely to the extent permitted by these Terms, the authorized features of the Services, or by law, or otherwise attempt to use or access any portion of the Services other than as intended by Scoot;
- i. Gain unauthorized access to the Services, to other users' accounts, names or personally identifiable information, or to other computers or websites connected or linked to the Services;
- j. Reproduce, distribute, publicly display, publicly perform, sell, trade, resell or exploit any portion of the Services, use of the Services, access to the Services or content obtained through the Services, for any purpose other than expressly permitted by these Terms, including, by way of example and not limitation, by doing or engaging in any of the following without Scoot' express written consent:
 - i. framing, embedding and/or passing off User Content obtained from the Services in such a manner as to present them as originating from a source other than the Services;
 - ii. copying, caching or reformatting any User Content for commercial purposes in any manner whatsoever, whether by copying to physical or electronic media for purposes of buffering delivery or converting transmissions from the Service to alternative delivery formats;
 - iii. altering, defacing, mutilating or otherwise bypassing any approved software through which the Services are made available; and
 - iv. using any trademarks, service marks, design marks, logos, photographs or other content belonging to Scoot or obtained from the Services.
- k. Post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or

- features that prevent or restrict the use or copying of any part of the Services or any content on the Services, or features that enforce limitations on the use of the Services or any content on the Services;
- m. Use any scraper, spider, cheats, exploits, robots or other automated means of any kind to access, modify or interfere with the Services, or harvest or manipulate data, except and solely to the extent permitted by these Terms and the features of the Services, deep-link to any feature or content on the Services, bypass any robot exclusion headers or other measures we may use to prevent or restrict access to the Services;
 - n. Interfere with or disrupt the Services, or servers connected to the Services or violate the regulations, policies or procedures of such or servers;
 - o. Violate any applicable federal, state or local laws or regulations or these Terms; or
 - p. Assist or permit any persons in engaging in any of the activities described above.

6.5. Suspension of Account. Any User Account which is found to be created with fraudulent information will be suspended or terminated solely at Scoot' discretion. Further, Scoot reserves the right to suspend or terminate any account solely at Scoot' discretion.

7. PRIVACY; SERVICE SECURITY

7.1. Privacy. Use of the Services is governed by the Privacy Policy.

7.2. Personal Security. Be smart when using the Services or any Third Party Sites. You should not disclose personal information to strangers that would enable them to locate you offline. This means you should not give out your name, address, place of employment, school, etc., while communicating with other users of the Services.

7.3. Service Security. You are prohibited from violating, or attempting to violate, the security of the Services. Any such violations may result in criminal and/or civil penalties against you, as well as the termination of your privilege to use the Services, at Scoot' sole discretion. Scoot reserves the right to investigate any alleged or suspected violations and, if a criminal violation is suspected, refer such suspected violation to the appropriate law enforcement agencies and cooperate fully with such investigations, including, but not limited to, the disclosure of any or all of your activities on or related to the Services.

8. INTELLECTUAL PROPERTY

8.1. Materials submitted to the Services; License Grant from you to Scoot

8.1.1. User Content. This section governs any material that you upload or transmit to or through the Services including, without limitation, comments, messages, photographs, or any other form of copyrighted material (collectively, "**User Content**"). You are solely responsible for all User Content you submit to or through the Services. You agree, represent, and warrant that (i) any User Content you upload or transmit to or through the Services is truthful, accurate, not misleading, and offered in good faith, (ii) you have all rights, licenses, permissions, and authorizations necessary to upload or transmit the User Content to the Services and grant the rights to the User Content as set forth in these Terms, and (iii) the Use (as defined below) of such User Content in a manner consistent with these Terms will not (a) infringe the rights of any third party, including copyright, trademark, patent and other intellectual property rights or other protected rights, such as the rights of privacy or publicity, or (b) require Scoot or any Third Party Site on or through which the Services are made available to pay any fees of any kind to any third party. We have the right, but not the obligation, to monitor, review, access, and remove any or all of your User Content from the Services at our sole discretion.

the public, make available, publicly perform (including by means of digital audio transmissions) on a through-to-the-audience basis, create derivative works from, and otherwise use and exploit (collectively, "Use") all User Content you upload to or through the Services in any media or technology now existing or developed in the future; to advertise, market, and promote your User Content, Scoot, and the Services, with your name, image, voice, likeness, and/or any photographs or artwork made available by or on your behalf through the Services; and to sublicense any User Content, in each of the foregoing instances, in Scoot' sole discretion.

8.1.3. Reporting of User Content. If you locate any User Content on or through the Services that you find offensive or objectionable, or if you believe any User Content is infringing your intellectual property rights, please report such User Content to Scoot by sending an email to hi@scoot.com. Scoot reserves the sole right, but not obligation, to remove any message that it deems inappropriate in its sole discretion and without any liability to you.

8.2. Intellectual Property Rights

8.2.1. Generally. The content made available on or through the Services, including without limitation, any text, software, graphics, photos, sounds, music, videos and interactive features, but excluding User Content, may be protected by copyright or other intellectual property rights and owned by Scoot or third party licensors of Scoot. No material made available on or through the Services may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without written permission of the copyright owner. Modification of materials obtained from the Services, including, but not limited to, User Content, for any other purpose, including, without limitation, any commercial purpose, is a violation of the copyrights and other proprietary rights of Scoot or its licensors, unless you have obtained express written authorization to the contrary. All design rights, databases and compilations and other intellectual property rights, in each case whether registered or unregistered, and related goodwill are proprietary to Scoot.

8.2.2. Trademarks. All trademarks, service marks, logos and trade names on the Services, whether registered or unregistered, are proprietary to Scoot or to other companies where so indicated. You may not reproduce, download or otherwise use any such trademarks, service marks, logos or trade names without the prior written consent of the appropriate owner thereof.

8.2.3. No Implied Rights. There are no implied licenses granted in these Terms.

8.2.4. Feedback. You agree that Scoot shall acquire, and you hereby grant and otherwise transfer to Scoot, any and all right, title, and interest in and to any actual or suggested modifications, design changes, improvements, and other information regarding the features and performance of the Services you offer ("**Feedback**") to Scoot, without the payment of additional consideration.

8.3. Notice and Procedure for Making Claims of Copyright or Other Intellectual Property Infringements

8.3.1. If you are a copyright owner or an agent thereof, and you believe that any content posted on the Site or App infringes your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("**DMCA**") by providing our Designated Copyright Agent with the following information in writing (see 17 U.S.C. § 512(c)(3) for further detail):

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

is to be removed or access to which is to be disabled;

- d. Information reasonably sufficient to permit Scoot to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- e. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

8.3.2. The Scoot Designated Copyright Agent to receive notifications of claimed infringement can be reached as follows: Copyright Agent at Scoot Rides, Inc., 1255 Howard St., San Francisco, CA 94103, or by email at: hi@scoot.com. For clarity, only DMCA notices should go to the Scoot Designated Copyright Agent. Any other feedback, comments, requests for technical support or other communications should be directed to Scoot customer service. You acknowledge that if you fail to comply with all of these requirements, your DMCA notice may not be valid.

9. LINKS TO THIRD PARTY SITES

As you use the Services you may notice links to Third Party Sites. These links are for convenience only. If you use these links, you will leave the Services. Certain of these Third Party Sites may make use of Scoot' proprietary intellectual property rights (such as copyrights, trademarks, service marks, logos and trade names) under license from Scoot. Scoot is not responsible for the availability or content of these Third Party Sites or for any viruses or other damaging elements encountered in linking to a Third Party Site, whether or not Scoot is affiliated with the owners of such Third Party Sites. In addition, the provisioning of these links to Third Party Sites is not an endorsement or approval by Scoot of the organizations sponsoring such Third Party Sites or their products or services. These Terms do not apply to Third Party Sites, and you should review applicable terms and policies, including any relevant privacy policies, associated with any Third Party Sites, applications, software or services.

YOU AGREE THAT SCOOT WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS YOU MAY HAVE ON OR THROUGH A THIRD PARTY SITE OR AS THE RESULT OF THE PRESENCE OF ANY THIRD PARTY ADVERTISING ON THE SERVICES.

10. INDEMNITY

10.1. General Indemnification. You agree to indemnify, defend, and hold harmless Scoot and its parent, subsidiaries, affiliates, investors, sublicensees or any related companies, licensors and suppliers, and their respective directors, officers, employees, agents, representatives, contractors, 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; (2) your User Content, including Scoot' or any user's Use of your User Content consistent with these Terms; (3) your breach or other violation of these Terms, including any representations, warranties and covenants herein; or (4) your violation of the rights of any other person or entity, including, but not limited to, claims that any User Content infringes or violates any third-party intellectual property rights or other proprietary rights.

10.2. Indemnification for Use of LEVs by Users. User agrees to indemnify, defend, and hold Scoot harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorneys' fees, and other expenses incurred by Scoot arising from or related to User's use of a Scoot LEV or any person permitted by User to use a Scoot LEV.

Accounts.

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

11. 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.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SCOOT AND ITS AFFILIATES, PARTNERS, LICENSORS, AND SUPPLIERS 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. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SCOOT, AN EMPLOYEE OR REPRESENTATIVE OF SCOOT OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. SCOOT AND ITS AFFILIATES, PARTNERS, LICENSORS, AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES OR ANY PART THEREOF, OR ANY PRODUCTS OR CONTENT OFFERED THROUGH THE SERVICES, WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH THE SERVICES OR ANY ASSOCIATED SITES OR APPLICATIONS 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.

FOR USERS OF LEVS: SCOOT SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF, OR DAMAGE TO, ANY GOODS IN OR ON THE SCOOT LEV, INCLUDING USER'S 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 ANY USER DURING THE PERIOD USER IS RESPONSIBLE FOR A SCOOT LEV.

Approval of a User Account does not guarantee the availability of a Scoot LEV for use by User. The use of Scoot' LEVs by Users is subject to availability, on a first-come, first-served basis, and although Scoot makes an effort to meet the demand for LEVs by Users, Scoot cannot guarantee that supply will be adequate to provide an LEV to a User at any given time. Scoot cannot and does not guarantee the availability or functionality of a Scoot LEV, 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 Scoot LEV, even if it has been advised of the possibility of such damages.

12. LIMITATION OF LIABILITY

IN NO EVENT WILL SCOOT OR ITS OFFICERS, DIRECTORS, LICENSORS OR SUPPLIERS BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH: (1) THE USE OR ACCESS OF OR INABILITY TO USE OR ACCESS THE SITE, APP, OR THIRD PARTY SITES; (2) ANY PRODUCTS

LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, OR OTHERWISE, WHETHER BASED IN TORT, CONTRACT OR OTHER LEGAL THEORY, EVEN IF SCOOT OR ITS LICENSORS OR SUPPLIERS ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SCOOT OR ITS LICENSORS OR SUPPLIERS BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES INCURRED BY YOU THAT EXCEED THE GREATER OF (A) ONE HUNDRED DOLLARS OR (B) THE AMOUNT OF FEES YOU HAVE PAID SCOOT IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY.

ANY USE OF A SCOOT LEV THAT IS PROHIBITED BY THESE TERMS VOIDS ALL INSURANCE, ACCIDENT, OR LIABILITY COVERAGES PROVIDED IN THE Collision and Insurance Policy, INCLUDING ANY COLLISION DAMAGE WAIVER (WHERE PERMITTED BY LAW); MAKES THE LEV SUBJECT TO IMMEDIATE RECOVERY BY SCOOT WITHOUT NOTICE TO USER; AND MAKES USER RESPONSIBLE FOR ALL LOSS OR DAMAGE TO, OR CONNECTED WITH THE LEV, INCLUDING SCOOT' EXPENSES, TO THE EXTENT THAT SUCH LOSS OR DAMAGE IS DUE TO SUCH PROHIBITED USE.

A User is responsible for the safe use of any LEV accessories and must check their condition before each use. If any accessory is found not to be in good condition or working order, User should not use such accessory and should promptly notify Scoot and request a replacement.

13. LIMITATIONS; BASIS OF THE BARGAIN

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. 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 SCOOT, AND ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND SCOOT, SCOOT' LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU UNDERSTAND AND AGREE THAT SCOOT WOULD NOT BE ABLE TO OFFER THE SERVICES TO YOU ON AN ECONOMICALLY FEASIBLE BASIS WITHOUT THESE LIMITATIONS.

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

USERS RESIDING IN THE UNITED STATES: PLEASE READ THIS SECTION CAREFULLY – IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND SCOOT CAN BRING CLAIMS AGAINST EACH OTHER. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE YOU AND SCOOT TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS.

14.1. Informal Negotiations

To expedite resolution and reduce the cost of any dispute, controversy or claim between you and Scoot (each a “**Claim**” and collectively “**Claims**”), you and Scoot agree to first attempt to negotiate any Claim (except those Claims expressly excluded below) informally for at least thirty (30) days before initiating any arbitration. This pre-arbitration negotiation shall be initiated by providing written notice to the other party—including a brief written statement describing the name, address, and contact information of the notifying party, the facts giving rise to the Claim, and the relief requested. You must send such written notice to Scoot Rides, Inc. located at 1255 Howard Street, San Francisco, California, 94103 Attention: Legal. If necessary to preserve a Claim under any applicable statute of limitations, you or Scoot may initiate arbitration while engaging in the informal negotiations.

During this pre-arbitration negotiation, all offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, and attorneys are confidential, privileged and inadmissible for any purpose, including as evidence of liability, in arbitration or other proceeding involving the parties.

(available at adr.org) must be provided to the other party, as specified in the Commercial Arbitration Rules (the “**AAA Rules**”).

14.2. Agreement to Binding Arbitration

IN EXCHANGE FOR THE BENEFITS OF THE SPEEDY, ECONOMICAL, AND IMPARTIAL DISPUTE RESOLUTION PROCEDURE OF ARBITRATION, YOU AND SCOOT MUTUALLY AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO RESOLUTION OF ALL CLAIMS BETWEEN YOU (EXCEPT THOSE EXPRESSLY EXCLUDED BELOW) IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTES BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS AS SET FORTH HEREIN.

This agreement to arbitrate contained in this Section 14 (“**Arbitration Agreement**”) is governed by the Federal Arbitration Act and survives the termination of this Agreement and your relationship with Company.

Claims covered by this Arbitration Agreement include, but are not limited to, any dispute, claim or controversy whether based on past, present or future events arising out of or relating to: this Agreement and prior versions (including the breach, termination, enforcement, interpretation or validity thereof); the Scoot Site, App, Services, or LEVs; your relationship with Scoot; the threatened or actual suspension, deactivation or termination of your Account or this Agreement; breach of any express or implied contract or breach of any express or implied covenant; claims arising under federal or state consumer protection laws; claims arising under antitrust laws; claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Civil Rights Act of 1964, Uniform Trade Secrets Act, Americans With Disabilities Act, and state statutes, if any, addressing the same or similar subject matters; and all other federal and state statutory and common law claims.

If there is a dispute about the arbitrability of any Claim (including questions about the scope, applicability, interpretation, validity, and enforceability of this arbitration agreement), you and Scoot agree that this threshold dispute shall be delegated to the arbitrator (not a court) and that the arbitrator shall have initial authority to resolve such threshold disputes, except as expressly provided below.

YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU AND SCOOT ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, UNLESS EXPRESSLY EXCLUDED IN THIS ARBITRATION AGREEMENT. THIS ARBITRATION AGREEMENT IS INTENDED TO REQUIRE ARBITRATION OF EVERY CLAIM OR DISPUTE THAT CAN LAWFULLY BE ARBITRATED, EXCEPT THOSE CLAIMS AND DISPUTES WHICH BY THE TERMS OF THIS ARBITRATION AGREEMENT ARE EXPRESSLY EXCLUDED FROM THE REQUIREMENT TO ARBITRATE.

14.3. Agreement Prohibiting Class Actions and Non-Individualized Relief

Except as otherwise required under applicable law, you and Scoot agree that any arbitration will be limited to the Claim between Scoot and you individually. YOU ACKNOWLEDGE AND AGREE THAT YOU AND SCOOT ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR ANY OTHER REPRESENTATIVE PROCEEDING (“**Class Action Waiver**”). Further, unless both you and Scoot otherwise agree, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class or representative proceeding. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis.

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules (as defined below), disputes regarding the scope, applicability, enforceability, revocability or validity of the Class Action Waiver may be

court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible.

14.4. Rules and Logistics Governing Arbitration

The arbitration will be commenced and conducted under the AAA Rules in effect at the time the arbitration is initiated and modified by the terms set forth in this Agreement, and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("**AAA Consumer Rules**"), both of which are available at the AAA website adr.org or by calling the AAA at **+1 (800) 778-7879**. Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules, but in no event shall the arbitrator consolidate more than one person's Claims, or otherwise preside over any form of representative, collective, or class proceeding. You and Scoot agree that the arbitration shall be administered before a single arbitrator mutually agreed upon by the parties, and if the parties cannot agree within thirty (30) days after names of potential arbitrators have been proposed, then by a single arbitrator who is chosen by the AAA.

As part of the arbitration, both you and Scoot will have the opportunity for reasonable discovery of non-privileged information that is relevant to the Claim(s). The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. The arbitrator will provide a reasoned written statement of the arbitrator's decision, which shall explain the award given and the findings and conclusions on which the decision is based.

The arbitrator will decide the substance of all Claims in accordance with applicable law, and will honor all claims of privilege recognized by law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Your arbitration fees and your share of arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer Rules) subject to the following modifications:

- a. If Scoot initiates arbitration under this Arbitration Agreement, Scoot will pay all AAA filing and arbitration fees.
- b. If you file a Claim in accordance with this Arbitration Agreement and the associated claim for damages does not exceed USD \$10,000, Scoot will pay all AAA filing and arbitration fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).
- c. If you file a Claim in accordance with this Arbitration Agreement and the associated claim for damages exceeds USD \$10,000, Scoot shall pay all costs unique to arbitration (as compared to the costs of adjudicating the same claims before a court), including the regular and customary arbitration fees and expenses, and you shall be responsible for contributing up to an amount equal to the filing fee that would be paid to initiate the claim in the court of general jurisdiction in the state in which they perform Tasks, unless a lower fee amount would be owed by you as required by law or the applicable AAA Rules. Any dispute as to whether a cost is unique to arbitration shall be resolved by the arbitrator. If the arbitrator finds that the substance of your claim or the relief sought is frivolous or brought for an improper purpose, however, then the allocation of fees will be governed by the applicable AAA Rules.
- d. Except as required by law or the applicable AAA Rules, each party shall pay its own attorneys' fees and pay any costs that are not unique to the arbitration (i.e., costs that each party would incur if the Claim(s) were litigated in a court, such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.).

in which you received the Services. If AAA arbitration is unavailable in your county, the arbitration hearings will take place in the nearest available location for a AAA arbitration.

14.5. Exceptions to Arbitration

The following types of Claims may be, but are not required to be, arbitrated under the Arbitration Agreement:

- a. Small claims actions that are within the scope of small claims court jurisdiction and brought on an individual basis;
- b. Applications for provisional remedies, preliminary injunctions, and temporary restraining orders, including those relating to actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; and
- c. Claims that may not be subject to arbitration as a matter of general law not preempted by the Federal Arbitration Act.

This Agreement and Arbitration Agreement do not prevent you from participating in an investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Agreement and do not prevent you from receiving an award for information provided to any government agencies.

14.6. Severability. Except as otherwise provided in the severability provisions in Section 14.3 above, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

14.7. Right to Opt Out of Arbitration Agreement. You may opt out of the Arbitration Agreement by notifying Scoot in writing within thirty (30) days of your agreement to these Terms. To opt out, you must send a written notification to Scoot Rides, Inc. located at 1255 Howard Street, San Francisco, California, 94103, Attention: Legal, that includes (a) your account username, (b) your name, (c) your address, (d) your telephone number, (e) your email address, and (f) a clear statement indicating that you do not wish to resolve claims through arbitration and demonstrating compliance with the 30-day time limit to opt out of the above arbitration and class action/jury trial waiver provisions.

15. TERM AND TERMINATION

15.1. Term. These Terms, as amended, will be effective commencing with your first use, pre-registration or registration of the Services and will remain in full force and effect throughout your use of the Services.

15.2. Termination by Scoot.

Scoot may terminate your use of the Services or any of our features or services at any time and for any reason, with or without notice, for conduct violating these Terms, including but not limited to, violations of the Rules to Ride, Rate Schedule, or Collision and Insurance Policy, or upon Scoot' sole determination. You hereby agree to Scoot' broad right of termination. You agree that if your use of the Services is terminated pursuant to these Terms, you will not attempt to use the Services under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold us harmless from any and all liability that we may incur therefor.

15.3. Termination by You.

You are free to terminate your use of the Services at any time. You can simply choose to stop visiting or using any aspect of the Services. If you wish to terminate your account on the Services, you may do so by sending an email to hi@scoot.com or using any other account termination functionality that may be offered through the Services.

might have in its possession belonging to Scoot.

15.5. User 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 these Terms, Scoot reserves the right to impose service fees on User, in case of non-observance by User of any provision of these Terms, in the manner and amounts specified in the Terms and/or the Rate Schedule.

16. MISCELLANEOUS

16.1. Jurisdiction. The Site and App are controlled and operated by Scoot from its offices within the State of California and any country for which it operates LEVs. Scoot 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 LEVs are governed by the applicable laws and regulations of the geographic location where you access the App and rent the LEVs.

16.2. Notices. You must provide any notice required in accordance with these Terms via the User Account, if applicable, or the following email address: hi@scoot.com. Scoot' routine communications regarding the Services and any legal notices will be sent to the you either electronically (via User Account, the email address on record or by text message to the your mobile device using the number provided by you), by postal mail or by courier, except that Scoot may give notice of an amendment to the Terms by posting the notice on the Site, the App, the User Account, or by email to the email address on record. By providing your mobile telephone number to Scoot, you consent to receive text messages from Scoot relating to the provision of the Services. Notices are deemed received as of the time delivered. Scoot may periodically send you messages of an informational or advertising nature via email or text messages. You may choose to "opt-out" of receiving these messages by selecting the "opt-in" or "opt-out" link, as the case may be, at the foot of every such email, 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, Scoot may still send and you may still receive emails or text messages reasonably required for the proper conduct of the Services. If you do not wish to receive any messages from Scoot, you must terminate your User Account, as applicable, and/or cease using the Services.

16.3. Choice of law; Venue. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the federal laws of the United States and the laws of the State of California, USA for all claims, without regard to or application of choice of laws, rules or principles. The parties hereby consent to the exclusive jurisdiction of the state and federal courts in California, USA, for all claims and both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue. 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.

16.4. Waiver. No delay or omission by Scoot to exercise any right or power occurring upon any noncompliance or default by you with respect to any of the Terms shall impair any such right or power or be construed to be a waiver thereof. A waiver by Scoot of any of the covenants, conditions, or agreements to be performed by you shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. 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.

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

16.7. No Agency. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Scoot as a result of these Terms or use of the Services.

16.8. Survival. The provisions of these Terms that are intended to survive the termination of these Terms by their nature will survive the termination of these Terms, including, but not limited to, Sections 5 (Rates; Security Deposit; Payment Options), 6 (Guidelines for Use; Prohibited Activities), 7 (Privacy; Service Security), 8 (Intellectual Property), 9 (Links to Third Party Sites), 10 (Indemnity), 11 (Disclaimers), 12 (Limitations of Liability), 13 (Limitations; Basis of the Bargain), 14 (Dispute Resolution – Arbitration & Class Action Waiver (U.S. Users)), 15 (Term and Termination), and 16 (Miscellaneous).

16.9. 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.

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

16.11. Entire Agreement. This is the entire agreement between you and Scoot 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. These Terms shall not be modified except in a writing, signed by both parties, or by a change to these Terms made by Scoot as authorized in these Terms.

16.12. Disclosures. The services hereunder are offered by Scoot Rides, Inc. 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 hi@scoot.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.

APPENDIX J

**DESCRIPTION OF POWERED
SCOOTER**

Scoot scooter

The world's most advanced, durable e-scooter.



Highlights



Highest Safety and Manufacturing Standards: Certified to the highest level of U.S. and international safety standards covering 31 Certifications. Some of which include UL 2271/IEC 62133 (Battery Safety), CE, ISO 12001 (Safety Risk Assessment). Manufactured by a certified ISO 9001:2015 supplier.



Maximum Durability: Steel-reinforced aluminum frame and durable fixed neck gives Scoot scooter an anticipated lifespan nearly 5x that of consumer scooters used in shared fleets. Features include: increased frame durability, responsive brake system, enhanced lighting, and greater stability on diverse road types.



Extended Battery and Protection: 2x longer lasting battery results in a longer range than any other shared electric scooter available. Unique Energy Storage System provides superior resistance against rain and dust and improved operation in inclement weather.



Designed to Last: Leading engineers with expertise across EV and micromobility industries developed Scoot Scooter. Custom-designed semi-solid tubeless wheels for increased protection from flats and a smoother, more comfortable ride regardless of the terrain.

Details

Specs

Top Speed	18 mph
Range	30 mi
Battery Charge Time	6.4 Hours
Hill Grade	10% grade (175 lb load)
Riding Mode	Eco, Normal, Sport
Firmware	Over-the-Air updates
Lights	Automatic front and rear LEDs, 30-40 lumens
Lock	Digital security
Braking	Regenerative front motor brake, rear drum brake
Connectivity	Bluetooth and cellular
Splash Resistant	IP67
Weight Limit	220 lbs
Wheels	9" Semi solid pneumatic
Battery	12800 mAh, 12.8 Amp-Hr
Charging	Fast charge port

Dimensions

Length	43.2"
Width	18.25"
Height	46.80"
Weight	38.6 lbs

APPENDIX K

ADAPTIVE SCOOTER PLAN

Adaptive Scooter Plan

Scoot was founded with the mission to provide *Electric Vehicles for Everyone*, regardless of economic status, age, race, gender, orientation, or physical ability. Over the next four months, Scoot will develop and launch an adaptive scooter pilot program in San Francisco with the goal to prepare our fleet to accommodate the approximately 5% of San Franciscans who are mobility-challenged that need help walking or climbing stairs and use wheel-chairs.

Just as we introduced the industry leading lock-to mechanism for scooters here in San Francisco, we look forward to introducing a world-class solution for adapted mobility here in our hometown. Scoot is testing and will introduce in San Francisco prior to other cities a mount that connects any manual wheelchair to our electric scooter. This inclusive solution converts any manual wheelchair into an electric wheelchair, giving wheelchair users the same access to our scooters as someone who is a non-wheelchair user.

We look forward to receiving additional input from external partners, advocates, and experts in the disability mobility field, including WalkSF, Senior and Disability Action, and the Mayor's Office on Disability. The pilot will consist of these phases. Below is the proposed timeline:

September 2019 - collect input from experts and stakeholders in the disability community on the range of devices and prototypes that can work best at scale for a pilot program here in San Francisco.

October 2019 - Design plan of a closed, off-street pilot in San Francisco with 10 devices. We will work with community organizations, the MTA, and others to devise a pilot program here in SF with 10 devices. The pilot will allow manual wheelchair users to test and enjoy the device for leisure and pleasure, to provide feedback on the device and its functionality, and share knowledge about daily usage that can help Scoot to better understand how the device would be included as part of our shared fleet, or provided directly to wheelchair users as part of an ownership or rental model.

December 2019 - Launch of a 3-month pilot program in San Francisco.

March 2020 - Share results of the 3-month pilot with experts and stakeholders from the disability community, as well as MTA staff and leadership, and collect their feedback to inform the next phase of the pilot project.

June 2020 - Launch a citywide San Francisco pilot to collect data and compare results, feedback, and to further iterate before launching an ongoing program with **a goal of 5% of the total fleet to include a successful adaptive device** - commensurate with the wheelchair-user population in San Francisco.

Based on the advice, feedback and input from local and national disability advocates, experts and stakeholders, and in consultation with MTA, we are confident we will design an effective pilot program that exceeds the goals and meets the needs of the people with disabilities that seek to use powered scooters to assist their mobility.

In addition to a mount that connects any manual wheelchair to our electric scooter, we are exploring other vehicles and device types to expand the accessibility of our service. Below is a rendering of an initial concept vehicle to initiate feedback from stakeholders.



APPENDIX L

PARKING GUIDELINES

Features that eliminate improper parking

Bird has implemented the following features and technology to further encourage proper parking:

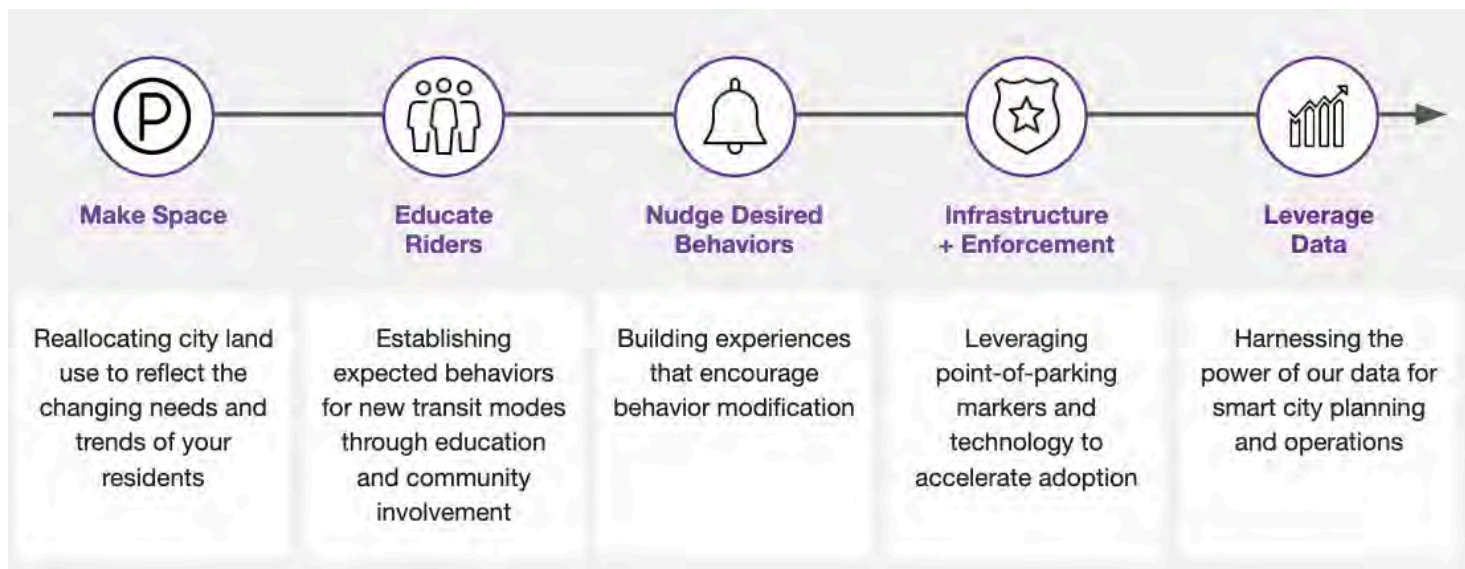
Feature	Description	Example city
New innovations, including Beacons	Scoot uses technology more precise than GPS to ensure that riders stay in designated areas (such as bike lanes), ride in the direction of traffic, and park only in designated areas. We are the only company to offer this product.	We are working with the City of San Jose to implement bluetooth beacons.
One-of-a-kind Community Mode	Community Mode allows anyone to report inappropriate behavior, including improper parking, in real time. Concerns flagged in Community Mode are addressed immediately and repeat offenders can have their account suspended or terminated.	Every city in which we operate.
Cutting-edge technology	The following range of cutting edge technologies eliminates sidewalk riding. Using the frequency of speed and brake fluctuations to determine if a rider is traveling on a sidewalk or going against the flow of traffic. Installing floorboard cameras that ingest downward and lateral data to determine surroundings and apply machine learning to distinguish between crowded sidewalks and bike paths or street conditions. Using cameras that apply machine learning to determine the difference between pedestrians and other objects surrounding the scooter	We are working with multiple jurisdictions across the globe such as Paris, France; Atlanta, GA; and Los Angeles, CA on these technologies.
Geo-fencing capabilities	Geo-fencing eliminates sidewalk riding and improper parking by prohibiting riders from using Scoot scooters in a no ride zone or ending rides in no-parking zones.	Every city in which we operate.
Anti-tip Detection	Anti-tip sensors eliminate improper parking. Scoot scooters are equipped with sensors which send an alert when a scooter is tipped over, enabling us to send a Field Team members to adjust and properly repark the scooter. We can provide the City with a regular scorecard on how many scooters are tipped over a month.	Every city in which we operate.
Signage	<p>In addition to showing riders proper parking spaces in our app, we can add physical signage to the designated parking spaces, allowing riders to easily identify where to park, and quickly learn new behavior patterns.</p> <ol style="list-style-type: none"> 1. Stencil Parking: Scoot has designed a stencil with a 75 cm width and a 55 cm height decal, and separate corners that allow it to be adjusted to fit any space. 2. Parking Mats: Scoot has worked with multiple cities and private organizations across the world to locate and mark scooter parking corrals. These designated scooter parking areas promote lawful and neat parking, and are particularly useful in busy corridors and neighborhoods, and at high-traffic community events. We designed the parking mat, which measures 120 cm by 185 cm, to fit five scooters. 3. Near-Field Location Accuracy Devices: We can also use multi-purpose infrastructure, like parking racks that contain technology, including near-field communication (NFC) and Bluetooth Beacons, to ensure high-precision location accuracy. This would allow the infrastructure to serve double duty by both showing a rider where to park, and technologically enforcing parking in that location. 	We are working with multiple jurisdictions across the globe, including Paris, France; Atlanta, Georgia; and Los Angeles, California on these technologies and products

Other Products

Feature	Description	Example city
Preferred Parking zones	<p>Bird highlights Preferred Parking locations in the app to encourage parking in designated areas. These areas can be determined in collaboration with the Municipality.</p> <p>Bird sends push notifications when riders are near Preferred Parking areas, directing them to appropriate parking stations. Bird implemented Preferred Parking after tests concluded that parking behavior is more likely to change if riders are incentivized with discounts.</p> <p>Our study also found that creating Preferred Parking spaces next to bike lanes encourages riders to ride in bike lanes instead of on sidewalks. Scoot will offer discounts and incentives to encourage riders to park in Preferred Parking areas.</p>	Every city in which we operate.
GPS Tracking	<p>GPS tracking eliminates sidewalk riding and improper parking. We lead the industry in GPS technology and Scoot scooter "brain" to cell-tower connectivity, allowing us to create custom policy zones for sending notices to riders when they have entered no-ride or no-parking zones. Using GPS tracking, we are able to manage rider speed in pedestrian areas more effectively than any other operator. Compared to other operators, we have more incentives encouraging riders to park in designated parking areas, and our accurate GPS tracking allows us to know where a Bird is within two feet. We have more methods for disallowing rides to end in no-parking zones, and a greater ability to customize our top-tier educational materials based on local rules. As mentioned above we have technology on every device that prevents a rider from ending their ride until the device is parked standing upright.</p>	Every city in which we operate.

A Phased Approach to Parking Improvement

Parking is a fundamental element of transportation. In addition to providing roadways for scooters to move, cities must also account for the space it takes to store them. Bird works closely with cities to address parking needs today, but also build toward a future where cities are better able to accommodate new forms of shared mobility like dockless scooters. To create a balanced parking approach, we envision a continuum of interventions over time -- operator-driven actions that are attainable in the near term, and city-driven initiatives with longer implementation horizons but also greater potential for more fundamental change. Moving from left to right, interventions go from more active and visible to more unconscious and ingrained -- building shared responsibilities and norms over time.



APPENDIX M

**SAMPLE COMMUNITY MARKETING
MATERIALS**

**Scoot está
comprometido con
nuestra misión:
Vehículos Eléctricos
Para Todos. Eso significa
un descuento del 50%
en viajes para los
usuarios que califican
a través de nuestro
Plan Comunitario.**



Queremos que los vehículos eléctricos sean accesibles para todos. El Plan Comunitario de Scoot entrega un 50% de descuento para moverse en nuestros scooters, a las personas que califiquen.

Así, son solo 50¢ para desbloquear un scooter y 7¢ por minuto en hasta 4 viajes diarios.

Los usuarios del Plan Comunitario también tienen la opción de pago en efectivo. Si eres estudiante, profesor, trabajas para una organización sin ánimo de lucro o si recibes ayuda del gobierno, ¡podrías calificar!

Envía un correo electrónico a hi@scoot.com y te ayudaremos en el proceso de aplicación.

Comunícate con nosotros si tienes alguna pregunta, estamos aquí para ayudar.

Correo electrónico: hi@scoot.com

Teléfono: (415) 418-7579 **Twitter:** @scootnetworks

Descarga la app en scoot.com SMARTPHONE REQUERIDO

Scoot 致力的使命：為每個人提供電動交通工具。通過Scoot的社區計劃獲得資格的騎手可享受50%的優惠折扣。



我們希望每個人都可以方便使用電動交通工具。 Scoot的社區計劃為符合資格的任何人提供50%的折扣在使用Scoot的電動滑板車的時候。

通過Scoot社區計劃，只要0.50美元就可以解鎖和開始使用Scoot的電動滑板車，解鎖後每分鐘0.07美元，每天最多可以解鎖4次。

Scoot社區計劃的乘客也有機會獲得現金支付方式。如果您是學生，教師，為非盈利組織工作人員或獲得政府援助的人，都可以獲得資格！

如果有任何提問可發送電子郵件至hi@scoot.com，我們將在最快的時間回覆您。

對我們服務有任何想更進一步了解的話，歡迎使用電子郵件或通話來聯絡我們。

電子郵箱: hi@scoot.com 電話: (415) 418-7579 Twitter: @scootnetwork

請在scoot.com下載Scoot的app 必須用智能手機

APPENDIX N

LETTERS OF SUPPORT



235 Montgomery St., Ste. 760, San Francisco, CA 94104
tel: 415.352.4520 • fax: 415.392.0485
sfchamber.com • twitter: @sf_chamber

August 19, 2019

Mr. Tom Maguire
Interim Director, San Francisco Municipal Transportation Agency
1 South Van Ness Ave.
San Francisco, CA 94103

RE: Scooter Application Renewals and Expansion

Dear Director Maguire,

I write to first congratulate you on your recent appointment as Interim Director of the San Francisco Municipal Transportation Agency, as we at the San Francisco Chamber of Commerce appreciate your tireless service to the City and County of San Francisco over the years.

I also write in support of the renewal and expansion of electric scooter service in the City of San Francisco. We support an increase in the number of scooters and scooter operators providing this service. Electric scooters have proven to be an affordable and environmentally friendly way of transporting people to the local shops, restaurants and recreation areas in our City. They help people connect from transit and make it easy for people to leave their cars at home, and more likely to patronize San Francisco businesses when there are convenient options for alternative mobility.

Further, electric scooter companies in the city have shown their willingness and eagerness to work with businesses of all sizes to locate scooter pick up/drop-off locations that would best benefit local businesses and commuter demands. Finding better ways to move people across our beautiful city is good for business and good for our environment.

The electric scooter pilot program has shown to be an asset to the local population and has alleviated congestion by providing alternate modes of transportation. Its demonstrated success in "last mile" solutions, affordability, congestion relief, and climate consciousness calls for pathways to continue their use and expansion. We support the renewal of existing operators and approval of new operators in the space, with a higher cap on scooter limits per operator. Right now, selected companies are limited to 625 scooters each. This number does not meet the demand of residents, and should thus be increased.

As we are all aware, our beloved City needs urgent solutions to its transportation and climate challenges, and one of the most innovative solutions was developed here in our backyard. We hope the city continues to embrace a new mobility future and that it continues to spur local jobs and local innovation by continuing to work with scooter companies in the city.

Sincerely,

A handwritten signature in black ink, appearing to read "Rodney Fong".

Rodney Fong
President & CEO
San Francisco Chamber of Commerce

CC: Hon. London N. Breed, Mayor; Board of Supervisors; Mr. Adrian Leung; and SFMTA Staff



Transportation
Research and
Improvement
Project

August 16, 2019

Dear Ms. Bhuiyan,

We are writing to you on behalf of the Chinatown Transportation Research and Improvement Project (Chinatown TRIP) to share our feedback on your article titled, "Scooter start-up promised to serve a whole city. Then it cut out two poor areas." Chinatown TRIP is a community volunteer organization with the mission to improve transportation and pedestrian safety in Chinatown through research and planning, bringing improvements to transit service, traffic circulation, quality of life, and pedestrian safety. We have a history of over 40 years of transportation advocacy in the primarily low-income and senior-heavy neighborhood of Chinatown and can provide some more context on why Chinatown is shown as a no parking zone in the Scoot network.

As noted in your article, Scoot was one of two companies awarded a permit in SFMTA's pilot program for dockless scooters on August 30, 2018. After these permits were awarded, Chinatown TRIP had the pleasure of meeting the community outreach teams of both companies, Skip and Scoot, during that Fall. The purpose of these meetings was to voice our community's concerns about how this new form of mobility would affect our community, particularly our low-income and elderly population. The following issues were flagged by Chinatown TRIP as reasons why Chinatown is an unsuitable neighborhood for parking scooters:

- **Narrow and Crowded Sidewalks:** Chinatown has a very old and outdated sidewalk infrastructure dating from its reconstruction after the 1906 earthquake. In most areas of Chinatown, the sidewalks are not even wide enough to comply with ADA-standard 6 feet clearances. Between alleys, the crowded shopping corridor of Stockton Street, and the throngs of tourists on Grant Avenue, there simply is not enough space to park a scooter. This is a concern particularly on Stockton Street, where many a multitude of grocery stores have vegetable stands along the sidewalk. As such, the presence of parked scooters impedes the flow of pedestrian traffic on an already-crowded space.
- **Elderly and Disabled Population:** According to the 2009-2013 American Community Survey US Census data, the median age of Chinatown residents is 50.4 years (compared to 35 years citywide), with 35% of residents over age 60 (compared to 20% citywide). Additionally, Chinatown sees a large number of seniors and people with disabilities commuting into the neighborhood on a daily basis from other parts of San Francisco, as evidenced by the 2018 Muni Service Equity Strategy Report showing that several Chinatown bus routes (8, 8AX, 8BX, 30) are among the routes most heavily used by seniors and people with disabilities (Table 15). The presence of scooters parked on already-crowded sidewalks creates yet another tripping hazard for seniors who are mobility and/or vision impaired, especially scooters that are improperly parked.
- **High Pedestrian Volumes:** According to the 2009-2013 American Community Survey US Census data, walking is the primary transportation mode in Chinatown (41.4% in Chinatown vs. 10.1%

citywide). As referenced in previous bullet points, these high pedestrian volumes create a lot of sidewalk congestion, which leaves no room for scooter parking. With four streets in our neighborhood identified as Vision Zero High-Injury Corridors (Broadway, Columbus, Kearny, and Stockton), pedestrian safety is a huge concern for our community. Therefore, we cannot support any initiatives that impede the flow of pedestrian traffic or create further hazards to pedestrians in an already-challenging environment.

Due to Chinatown TRIP's safety concerns listed above, we conveyed to both Scoot and Skip that the community would like a no-parking zone to be established in Chinatown. The map you show in your article is reflective of the intentions of the community. We were pleased to see Scoot cooperate with the wishes of our community, but unfortunately, Skip has not followed suit with our request. Chinatown TRIP also lodged a similar request with Jump Bikes (now a part of Uber), in April 2019 to establish a no-parking zone with similar boundaries due to similar challenges posed by their larger dockless bikes. Unfortunately, Jump to date has not granted our request.

Indeed, the statement made by the Scoot spokesperson quoted in your article holds true, "Scoot works closely with the SFMTA to ensure we are meeting the needs of the community," since Scoot is the only company to date that took our community feedback seriously and followed through with their promise to consider the unique needs of every community. Therefore, Chinatown TRIP takes exception to your article's characterization of Scoot as not serving the needs of the Chinatown neighborhood. We hope that any future articles written on this issue accurately reflect these facts and show that neighborhood context is a powerful tool to assessing the success or failure of any mode of transportation.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to be 'Jon Hee', with a long horizontal flourish extending to the right.

Jon Hee, Co-Chair, Chinatown TRIP

A handwritten signature in black ink, appearing to be 'Queenena Chen', with a long horizontal flourish extending to the right.

Queenena Chen, Co-Chair, Chinatown TRIP



Following Conflic to Success

跟隨衝突 邁步向前

April 1, 2019

Main Office & Computer Clubhouse
1038 Post Street
San Francisco, CA 94109
Tel: 415-775-2636
Fax: 415-775-1345

Bayview Branch Office
4438 Third Street
San Francisco, CA 94124
Tel: 415-550-1151
Fax: 415-775-1345

Richmond Branch Office
319 Sixth Avenue, Suite 201
San Francisco, CA 94118
Tel: 415-752-9675
Fax: 415-752-9033

Website: www.cycsf.org
Email: cyc@cycsf.org

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Mary Tsui

Executive Director
Sarah Wan, M.S.W.

A United Way Agency

SF Scoot
Santiago Delgadillo, Marketing and Events Manager
1255 Howard Street
San Francisco, CA 94103

Dear Friend,

On behalf of Community Youth Center of San Francisco (CYC) and the Board of Directors, staff, and youth and families, thank you and **SF Scoot** for participating in our 49th Annual Festival of Youth Gala held on March 8, at the Hyatt Regency San Francisco, with a generous donation to our silent auction. This year's event, our major fundraiser of the year, exceeded all our goals and expectations. Listed below is the donated item(s) and value:

E-Gift Certificate \$100

We deeply appreciate your support of CYC and value our shared vision of helping not only the youth and families in our community, but all youth and families in San Francisco and beyond.

Your support is making a significant difference in the programs and services we are providing, and on the impact we are having on the high need and at-risk youth who are primarily low income, limited English proficient immigrants. Through our programs under six major components – Behavioral Health, Community/School-Based Outreach, Education, Intervention, Leadership Development, and Workforce Development – we will continue to address the challenges and meet the needs of our community

CYC is a 501(c) (3) tax exempt organization, Tax ID # 94-1728818. All contributions are tax deductible to the extent allowable by law. We also confirm that no goods or services were rendered in exchange for the donation.

Once again, thank you for your continued support of CYC and of our efforts to motivate youth to succeed and reach their highest potential. I look forward to celebrating CYC's 50th Annual Festival of Youth Gala with you next year. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

Sarah Wan
Executive Director





Ryan Russo
Director Department of Transportation
City of Oakland
250 Frank H Ogawa Plaza, Suite 4314
Oakland, CA 94612

May 16, 2019

Director Russo,

On behalf of the Unity Council, we are writing in support of Bird's application to the City Of Oakland to participate in the e-scooter pilot program. Since June 2018, Bird has provided Oaklanders with a low-cost and sustainable solution to first and last mile transportation. In October of 2018, Bird reached out to our organization and was the only scooter company to participate in our Dia De Los Muertos Festival on International Boulevard. At their festival booth, Bird handed out over two hundred helmets, performed safe ride demonstrations, and provided information on Bird Access, their low-income ride program. Bird has also participated in all city organized community meetings and has done extensive outreach which they have promised to continue and build off of.

Following the Dia De Los Muertos Festival, Bird has now deployed vehicles in and around Fruitvale Bart Station and are working to increase their presence in East and West Oakland. Bird is also working with our workforce development and career center to inform our community about open positions with Bird, based out of their Jingtowntown facility, and to promote the Bird Access program among low-income residents in East Oakland.

Oakland has made a significant step in the right direction by allowing alternative, sustainable modes of transportation, please consider Bird's application so that they can continue the great work and service that they provide our city and residents.

Sincerely,

Chris Iglesias
Chief Executive Officer

IMPRINT•CITY

415•857•0638 // www.imprintcity.org
10 Clearview Court • San Francisco CA 94124

Mr. Tom Maguire
Interim Director, San Francisco Municipal Transportation Agency
1 South Van Ness Ave., San Francisco, Ca 94103

August 15th, 2019

Dear Director Maguire,

In my capacity as executive director of Imprint City, I strongly recommend and support SCOOT and their e-scooter service in the City and County of San Francisco.

SCOOT has been expanding and working in Bayview/Hunter's Point neighborhood for over a year now and has demonstrated itself as a trusted community partner in this emerging industry. They have proactively engaged our community and requested our input and priorities during its growth and implementation. Additionally, SCOOT has addressed our concerns about the shared-mobility options in our great city, and the importance of making those options available in our community.

For many months now, the Community and Government Relations Team at SCOOT has engaged the neighborhood and supported various events and initiatives in the community. SCOOT also continues to support and participate in community events, both here in District 10 and throughout the City.

I am confident that SCOOT will continue to support the vision to provide alternative modes of transportation through a racial and social equity lens. SCOOT continues to include Bayview/ Hunters Point neighborhoods in their operating area, where members of our community can get to their 'first and last mile' in a safe, timely, and affordable manner. With expanded options for e-scooters, we were excited to learn about their Community Rider program, which provides a fifty percent discount to low-income residents, students, teachers, veterans, and non-profit employees.

Once again, I would like to reiterate my support for SCOOT's proposal. SCOOT has focused on creating a proposal that reflects the neighborhood's vision by engaging neighbors in the implementation process and I look forward to seeing the proposal gain approval.

Please feel free to reach out should you have any questions or concerns

Respectfully,



A. Tyla Fennell
Executive Director

CC:
Hon. London N. Breed, Mayor
Hon. Hilary Ronen, Supervisor District 9
Hon. William Scott, Chief of Police
Hon. Mohammed Nuru, Director of Public Works
Hon. Art Torres, Director
Hon. Gwyneth Borden, Director

Hon. Lee Hsu, Director
Hon. Cheryl Brinkman, Director
Hon. Amanda Eaken, Director
Hon. Malcolm Heinicke, Director
Mr. Adrian Leung, SFMTA Staff



Success Centers- Workforce Partner:

"Scoot proactively reached out when roles at their SF facility opened up and we have created a pipeline and pathway which will enable our clients to continue to build their skillset, have access to entrepreneurship, and be an integral part of the first and last mile solution here in San Francisco and throughout the region."

Marcel Davis Sr.

Sr. Job Developer, Success Centers



Women Sound Off 2019 Conference:

"Bird/ Scoot financial commitment to the 2019 Women Sound Off Festival was greatly appreciated and necessary. As a grass-roots organization founded and based in Oakland our mission is to plan and program with women in mind. Bird joining as a 2019 Partner for the Women Sound Off Festival communicated to our organization that Bird cared about our audience and our mission. We look forward to more and larger scale partnerships with Bird in the future"

Fredia

Partnerships @WSO





Thank you