



SFMTA Powered Scooter Share Program Permit Application

The Powered Scooter Share Program Permit allows permitted Powered Scooter Share Operators to operate a Powered Scooter Share Program in the City and County of San Francisco. The SFMTA shall implement this Program consistent with the SFMTA's "Guiding Principles for Emerging Mobility Services and Technologies" and Transportation Code, Div. II, Section 916.

The SFMTA will review the completed applications, determine whether each applicant conforms to the SFMTA's requirements, and evaluate applications according to the scoring criteria described in this application. The SFMTA anticipates issuing a limited number of Powered Scooter Share Program permits in consideration of maintaining clarity and usability for customers, and ease of program administration.

Applicant Information

Please Print Clearly			
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Application Agreement

By signing this application, the applicant verifies on behalf of the Powered Scooter Share Operator that all the information provided is true and accurate; that if issued a permit, the applicant agrees to comply with the Permit Requirements in Appendix A, without change to its terms and conditions, and any other requirements of the Powered Scooter Share Program Permit as issued; and, further, that the applicant agrees that all submitted documents and materials, and their contents, are subject to public review, and that no documents or other materials provided to the SFMTA will be considered confidential or otherwise withheld from public disclosure if requested after the deadline for submitting applications has passed.	
Name of Applicant	RAZOR USA LLC
Authorized Signature	
Printed Name, Title and Date	DANIEL SIMON, PRESIDENT 8/20/19



Razor USA LLC

CITY AND COUNTY OF SAN FRANCISCO SFMTA Powered Scooter Share Program Permit Application

August 21, 2019

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RIDER ASSISTANCE
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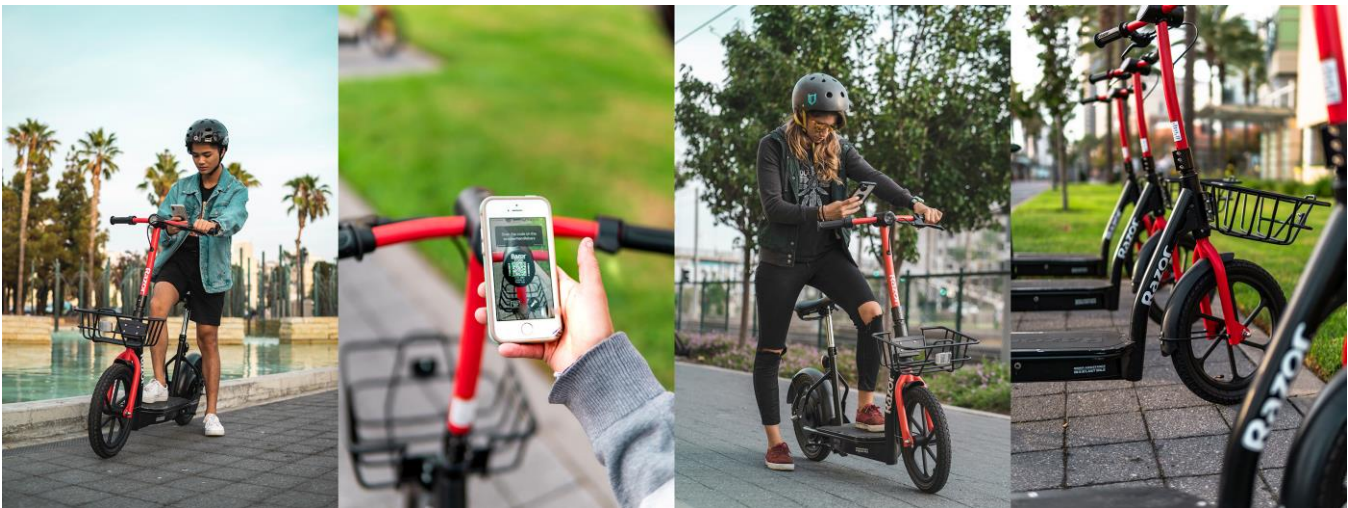
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Exhibits

- Exhibit 1: UL 2271 CERTIFICATION REPORT**
- Exhibit 2: PROOF OF REQUESTED UL 2272 CERTIFICATION TESTING**
- Exhibit 3: TEST REPORT – CALIFORNIA VEHICLE CODE §21223 REQUIREMENTS**
- Exhibit 4: RAZOR SHARED SCOOTER RENTAL AGREEMENT, WAIVER OF LIABILITY RELEASE**
- Exhibit 5: RAZOR’S PRIVACY POLICY**
- Exhibit 6: PROOF OF INSURANCE**





A. Device Standards and Safety Assurances

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

Please see Exhibit 1 for UL 2271 battery certification report. Please see Exhibit 2 for proof of requested UL 2272 battery certification testing.

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

- a) Brake that will enable the operator to make a braked wheel skid on dry, level, clean pavement.
- b) 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.
- 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.
- d) A white or yellow reflector on each side visible from the front and rear of the motorized scooter from a distance of 200 feet.

Please see Exhibit 3 for test reports that demonstrate Razor scooters' compliance with California Vehicle Code §21223 requirements, as described above.

3) Describe commitments applicant makes to ensure that devices are safe for operation, and what permittee commits to do if a safety issue with device(s) is discovered.

Razor's scooters have been independently tested by accredited third party laboratories for both mechanical and electrical safety. Razor Share scooters meet or exceed U.S. and international scooter safety standards. In the U.S., while scooters are not federally regulated as "motor vehicles" by the National Highway Traffic Safety Administration (NHTSA), Razor's products comply with all applicable product safety requirements, such as ASTM International's consensus standards for mechanical and electrical systems, UL's voluntary electrical standards for chargers and lithium ion battery packs, and the Consumer Product Safety Improvement Act (CPSIA) of 2008's federally-mandated standards for toxic substances.

Due to the unique design of our scooters and our robust maintenance operations, Razor has an exemplary safety record. Razor has not had a major safety incident relating to the structural integrity of our shared scooters in any market. Razor has also never submitted an insurance claim related to a shared scooter injury, and we only receive an average of 1.2 injury-related customer service contacts per month in each operating market. Finally, Razor's shared scooters have never been recalled or involved in a fatal scooter accident.

Razor's product development team has nearly two decades of experience in designing safe and reliable micromobility products. In addition, Razor hires full-time Mechanics in each of our markets who ensure that every scooter meets a high threshold of safety before being it is deployed within a city. If a safety issue is discovered, our Mechanics will repair it within our local warehouse and notify our Design team that a more substantive design change may be needed to improve the hardware and reduce further incidences.



B. Sample Scooters

1) Two samples of the scooter to be used under this program for inspection by the SFMTA to verify scooters adhere to the device specifications outlined in this application. The samples shall be delivered on Friday, August 23rd. The SFMTA will contact applicants to assign a 30 minute timeslot for delivery and to provide further delivery instructions after their application is submitted. Note: any time a new scooter version is introduced into the fleet, this requirement will need to be met. The SFMTA will return vehicles to the applicant following inspection. Sample scooters must comply with all device requirements in Appendix A.



C. Pricing Structure (Maximum of 2 pages)

- 1) Low-income user plan that waives any applicable scooter deposit and offers a minimum 50% discount off rental fees or unlimited trips under 30 minutes, and a cash option, to any user with an income level at or below 200% of the federal poverty guidelines, including details on the enrollment process.

As part of our ongoing efforts to expand accessibility to new mobility options, we offer an affordability program that charges the rider a discounted \$0.50 fee to start a ride and a discounted \$0.15 per minute until the ride is complete. Our low-income pricing structure is well over a 50% discount off of our base fare of \$1.00 to start a ride and \$0.34 per minute. Riders who want to apply for the program can fill out an enrollment form and submit supporting documentation at <https://www.razor.com/share/affordability-program/>. To qualify for Razor's affordability program, a rider must demonstrate that he or she participates in or qualifies for any federal, state, locally-administered assistance program.

Razor offers a cash-based program to any interested rider. By offering scooters from a central distribution facility in San Francisco, Razor will allow riders to pay in cash to rent a scooter for any fixed period of time. Razor will also accept prepaid debit cards, which can be purchased in cash at most convenience stores, as a payment option on its mobile application.

- 2) Any other discounted customer plans, along with corresponding participant qualification requirements.

Razor commits to offering discounted rates to all San Francisco Unified School District (SFUSD) TK–12 educators. This plan charges \$1.00 to start a ride and a discounted \$0.18 per minute. Applicants to our Educators program can fill out an online enrollment form and provide verification of employment with SFUSD, which can be either a copy of a recent pay stub or a current school/union ID card.

Razor is also committed to supporting our active-duty military and veteran communities by charging \$1.00 to start a ride and a discounted \$0.18 per minute. Those who wish to apply for a military discount can fill out an enrollment form at www.razor.com/share/military-discounts/, and our customer service team will follow up with further instructions. Active-duty servicemembers only need to provide a verifiable “.mil” email address, and veterans only need to provide a scan of their discharge papers (e.g. DD Form 214).

- 3) Strategy for achieving the goal of one low-income plan member for every five scooters authorized.

Razor will aggressively promote our Affordability Program at public events, job fairs, and Razor's pop-up events. We will also partner with local organizations to share information about our program with their members, customers, and community contacts. These organizations include those who are members of our San Francisco Scooter Share Advisory Board, as listed and further described in Section H. Razor is willing to share the number of Affordability Program enrollees with SMFTA and looks forward to collaborating with the City on achieving higher numbers of enrollees.

- 4) Proposed rates, including any membership plans.

Razor's base fare is \$1.00 to start a ride and \$0.34 per minute for the duration of the ride. Further, all ride payments will be subject to state & local sales tax and a scooter registration fee of \$0.15. Please see Section (C)(1) for our low-income rate; Section (C)(2) for our military/veteran rate, and Section (C)(7) for our variable rates.

- 5) Cash payment options.



Razor currently offers a cash-based program to riders without access to a smartphone and/or credit card. By offering scooters from a central distribution facility in San Francisco, Razor allows riders to pay in cash to rent a scooter for any fixed period of time. Razor also accepts prepaid debit cards, which can be purchased in cash at most convenience stores, as a payment option on its mobile application.

6) Plan for offering service to users without a smart phone.

Razor will also provide a text-to-ride option for non-smartphone users by the City's anticipated re-launch date. In order to utilize this option, users will first create an online account to verify their driver's license and agree to Razor's Terms & Conditions. Then, the user will be provided with a unique, individualized code. In order to unlock a scooter and begin a ride, the user will simply text the code and the scooter's visible ID number to the phone number provided during the registration process.

7) Variable rates (or other incentives) based on trip duration to prioritize short term trips, maximize fleet availability, and discourage an overconcentration of scooters in the downtown core.

- **Base Rate:** \$1.00 to unlock + \$0.34 per minute + sales tax + \$0.15 scooter registration fee
- **Long-Ride Rate:** \$1.00 to unlock + \$0.34 per minute for the first 60 minutes + \$0.50 per minute after 60 minutes + sales tax + \$0.15 scooter registration fee
- **Transit Pass Rate:** \$1.00 to unlock + \$0.29 per minute + sales tax + \$0.15 scooter registration fee
- **Downtown Parking Rate:** \$1.00 to unlock + \$0.34 per minute + \$0.50 surcharge for parking in the Downtown Core + sales tax + \$0.15 registration fee

8) Billing and customer service business rules for lost scooters.

Razor does not and will not charge its users for lost or stolen scooters.

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.

Razor has a wide array of technological capabilities, some of which are related to integrating our service with existing public transportation. Razor currently utilizes geofencing technology for prohibited "no parking" zones, which appear as red-shaded zones in our mobile app, and which prevent customers from ending their rides in those areas.

We would easily be able to leverage this technology to incentivize customers to start or end their rides in areas such as bus stops or other transit hubs. Razor is committed to working with local transit authorities on integrating our service to the community's existing public transit infrastructure. We can also offer discounted rides to verified public transportation users and customers who begin and end rides at public transit stops and stations. Should Razor Share be permitted to operate in San Francisco, we are able to implement a dynamic pricing model that is directly tied to starting and ending rides near transit hubs, based on the scooter's geographical location.

10) Plan for promoting the low-income user plan. Applicants that demonstrate a strong commitment to expanding affordable access (by promoting low-income plans in-app, for example) will receive higher marks in the application review.

Razor will heavily advertise the availability of low-income pricing plans in a variety of ways – through all social media channels (including Facebook, Twitter, and Instagram), Razor's blog, in-app banner notifications, mobile push notifications, in-app local pricing page, and multilingual written materials to be distributed at all community events.



D. Operations Plan (Maximum of 5 pages, inclusive of any maps)

The SFMTA, after a determination of the total number of permittees is made, will determine the total permitted citywide fleet size, and will split this fleet size. The SFMTA expects to permit between 1,000 and 2,500 shared scooters per permittee to operate in the City.

As indicated in the accompanying Distribution Guidelines and Requirements (Appendix 5), all applicants must begin their initial phase of operations with service, at a minimum, in the entire Core Service Area defined in the corresponding Service Area Map. Subsequent phases may extend to Expanded Service Areas. The Distribution Guidelines and Requirements also identify minimum thresholds and percent coverage targets for portions of the Service Area. Authorization for subsequent phase expansions and fleet size increases will depend on meeting the metrics specified in the Distribution Guidelines and Requirements. The SFMTA reserves the right to require permittees to serve one or more of the neighborhoods in the Expanded Service Area, as defined in the Distribution Guidelines and Requirements, under the initial permitted fleet.

Applicants must also provide the SFMTA with an Adaptive Scooter Pilot Plan that describes Permittee's commitment to piloting Adaptive Scooters, and details permittee's plans to deploy Adaptive Scooters to increase accessible travel options. For purposes of this application, "Adaptive Scooter" is defined as a powered shared scooter that is adapted to expand access to people with various physical disabilities. Examples can include, but are not limited to, scooters with wide floorboards and/or seats. Applicant's plan should detail the proposed timeline for piloting Adaptive Scooters as part of their program fleet within the first three months of the permit, as well as the type and number to be made available. Applicant should also provide information on the selection and/or development of the device, and demonstrate how input and feedback from people with disabilities was incorporated. SFMTA may determine a percentage floor and/or cap on adaptive scooters prior to permit issuance.

Each applicant's Operations Plan must include the following details:

1) Hours of operation;

Razor operational hours are 24/7 unless otherwise directed by the City. Razor believes in extending access to our affordable and environmentally-friendly mode of transportation to all, which includes those with non-traditional work hours.

2) Storage of scooters during non-operational hours;

As noted in section (1), Razor does not have non-operational hours, unless otherwise directed. Instead, Razor continuously rebalances its deployed scooters to optimize the balance between supply and demand. If a scooter is taken off the street for maintenance, it will be transported to and repaired at a centrally located, leased facility in the Bay Area. This facility will also recharge the battery packs that are continuously rotated into deployed scooters, as low-battery conditions are remotely detected by our operations platform.

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

Razor will meet the minimum threshold of deployed scooters in each Key Neighborhood, as required by SFMTA. We are also open to increasing the number of deployed scooters in each neighborhood beyond the minimum threshold if demand is sufficient or if requested by the City. Razor will have dedicated operations team cohorts that will be assigned to specific areas and will be responsible for ensuring necessary deployment in each neighborhood. This will include ensuring an appropriate spread of scooters within each neighborhood to cover at least 75% of the total area of the neighbor, as calculated in the Distribution Guidelines and Requirements.



4) Service to neighborhoods without existing powered scooter share service;

Given that Razor plans to deploy in all service areas outlined by the City, this will cover the areas not currently served by existing powered scooter share services. We will accomplish this with a robust labor force that will be continuously rebalancing and evenly distributing scooters throughout the City.

5) Methods for deploying and redistributing scooters consistent with the accompanying Distribution Guidelines and Requirements;

Every scooter that receives a new battery pack is rebalanced or adjusted to ensure that it complies with all San Francisco regulations governing proper deployment and parking. This means that our entire San Francisco fleet will be proactively adjusted at least several times per week, not including the immediate corrections that our field associates make in response to customer service or SF311 reports.

Because Razor maintains a full-time operations team that is continuously collecting, rebalancing, charging, and maintaining our fleet on a 24/7 basis, we are easily able to withdraw all or part of our fleet in the event of inclement weather. Should the City of San Francisco advise or request us to do so, we would be able to rebalance or withdraw all or part our fleet within 24 hours. Extreme weather conditions, such as severe flooding and/or major storms, would likely preclude the deployment of our devices, but we would work closely with the City on a determination in any such event.

6) Proposed methods for avoiding over-crowding of scooters in high-demand area(s)

Please refer to Section (E)(6) for further detail on preventing over-crowding of scooters in high demand areas.

7) Adaptive Scooter Pilot Plan; (Note: this will not count towards Section D page limit)

As Razor is only deploying its hybrid-position scooter model, the EcoSmart, 100% of our fleet will be adaptive and more accessible to those with physical disabilities and limited mobility. Our EcoSmart offers 16" pneumatic air tires to provide a smoother ride, a **double-wide floorboard** to allow side-by-side foot placement, a comfortable **cushioned seat**, as well as a front basket to hold personal belongings. Razor carefully crafted this device based on 20 years of product design expertise and consumer feedback to broaden usage to a wider audience. Our design process incorporated input by individuals of varying abilities who would benefit from its use. Razor is proud to have been ahead of the curve as one of the first in the industry to introduce an adaptive seated scooter model to expand accessibility.

Razor did not wait for any mandates or regulations from government bodies to innovate this new model—we have always been committed to serving a broader demographic of riders, and that commitment translated into rolling out new adaptive products before they were even a policy discussion.

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;

As stated in Section (G)(1), we will employ Fleet Associates, Shift Leads, Mechanics, and an Operations Manager. The scale of our San Francisco Operations would be analogous to the size and scope of our current operations in the City of San Antonio, Texas, in which we maintain a fleet size of 1,000 EcoSmarts in a significantly larger geographic area. Based on our proposed initial launch fleet of 1,000 to 1,500 in San Francisco, Razor plans to begin operations with a full-time staff of 17 employees and assess thereafter if an increase in staff is needed. Razor has the Human Resources capabilities to quickly scale our labor force if necessary.



9) Plan for proper scooter parking based on submittal under Section E of the application;

Razor is committed to heavily influencing rider parking behavior in a variety of ways:

- **Education:** Razor displays education modules during user registration to remind our users to ride and park responsibly. We also show users a list of applicable local laws governing shared scooter parking before every ride.
- **Incentives:** Riders who demonstrate consistent proper parking via end-of-ride photos will be given discounted rates for future rides
- **Fines:** Razor has the ability to fine specific users (including an appeals process) for various infractions reported to us by San Francisco law enforcement or other channels. We will charge a user a \$25 penalty for ending a ride in a prohibited area or repeatedly submitting noncompliant end-ride parking pictures.
- **Sanctioning:** Razor tracks parking complaints by user, and we prevent users who are habitually non-compliant from continuing to use our service through a permanent account suspension.
- **Lock-To:** Riders will be required to lock their scooter to a fixed object and take a picture of their properly locked unit in order to conclude their ride.
- **End Ride Photo:** Razor will require riders to take a picture of their properly parked scooter in order to conclude their ride.
- **Geofences:** Razor is able to prevent a user from ending a ride in a prohibited area via geofencing technology.

10) Proposed fleet size at launch;

Razor proposes to operate a fleet between 1,000 and 1,500 scooters at initial launch.

11) Describe your commitments to modifying your operations in response to a major transit issue (e.g. Muni tunnel shutdown)?

Because Razor maintains a 24/7 full-time Operations team on the ground, we are able to rapidly redirect our rebalancing efforts to accommodate any major transit issues which may arise. For example, Razor is able to move scooters to areas where other transit options are temporarily unavailable to provide a stop-gap service for commuters.



E. Plan for Safe Scooter Riding & Parking (Maximum of 4 pages, inclusive of any images or screenshots)

1) Proposed approach to ensure user compliance with laws. Please note, the SFMTA takes compliance with laws and regulations—including those related to sidewalk riding and safe parking—seriously and, if a permit is granted, will require compliance with commitments made in the application.

a) Describe all education, incentives, training, scooter modifications, notification systems, infrastructure, etc. that you commit to implementing to ensure legal operation of scooters that ensures the safety of users and those around them.

In addition to the robust set of in-app tools that we utilize to educate our riders, Razor is committed to engaging with the broader community to encourage proper rider behavior. As part of its regular programming, Razor holds multiple pop-up educational events inviting residents, city staff, and San Francisco organizations to test out our EcoSmart scooters. Attendees can also receive a complimentary helmet after signing up for an account on our mobile application. At these events, Razor staff provide information, show videos, and offer training demonstrations on safe riding and parking procedures, while also creating safe areas where attendees can practice riding. Topics discussed in these demonstrations include “rules of the road”, familiarization with San Francisco requirements, and city and ADA-compliant parking when the ride is finished. We plan on holding instructional pop-ups that coincide with major City events, such as Pride Week, festivals, concerts, etc.

Furthermore, should Razor be permitted to participate in San Francisco’s Powered Scooter Share Program, we will commit to offering free rider safety courses open to all current and prospective users, which will focus on instructing Razor customers on how to safely and respectfully ride our scooters. At these complimentary in-person classes, we will explain the various rules of the road governing dockless vehicles in San Francisco and allow first-time users the opportunity to get accustomed to our scooters in a safer, more comfortable environment. We will reach out to and partner with local community advocacy groups, such as the San Francisco Bicycle Coalition and various Neighborhood Associations, to ensure that these courses are tailored to the residents and community needs of San Francisco.

b) Describe commitments to conveying information about proper parking to users on the mobile application and/or on the scooters, including detailed educational tools and reminders.

Razor displays education modules during user registration to remind our users to ride responsibly. We also show users a list of applicable local laws governing the use of our shared scooters before every ride. To improve safety and promote further rider education within San Francisco, our mobile app includes the following features:

- All riders must validate their age (18+) via driver’s license
- Riders are reminded to always wear a helmet while riding
- All riders must agree to terms of use that describe standards of riding behavior, as well as acknowledging that violating these standards can result in warnings, fines, and account suspension.
- All riders view a tutorial on how to ride, where to park, and helmet safety prior to their first ride
- At the start of every ride, riders are shown San Francisco and California regulations on how to ride properly, including reminders to yield to pedestrians and stay off the sidewalk, as well as where and how to park

c) Describe any incentive programs you 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.



Using its existing technology, Razor will incentivize consistent good parking behavior by requiring riders to take a picture of their properly parked scooter in order to conclude their ride. With a combination of machine learning and final review by staff, Razor will use these parking photos to classify users into three rate categories:

- **Standard:** new riders or riders with fewer than 10 photos submitted
- **Preferred:** riders who have submitted at least 10 good parking photos in a row
- **Expert:** riders who have submitted at least 20 good parking photos in a row

Riders in the "Preferred" category will receive a discounted rate of \$0.32 per minute, and in the "Expert" category, riders will be further discounted to \$0.30 per minute. Riders in these elevated categories who subsequently fail to submit a good photo will be demoted to the next lower rate category. This "status retention" model is well-proven as an incentive structure (e.g., in language learning or mobile health applications) to create positive behavior change.

d) Describe 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.

Razor also has a variety of technological tools available to enforce proper parking behavior that complies with local regulations. These tools include:

- Preventing a user from ending a ride in a prohibited area via geofencing technology
- Charging a user a \$25 penalty for ending a ride in a prohibited area or repeatedly submitting noncompliant end-ride parking pictures
- Utilizing push notifications through the user's phone to inform them that they cannot park and/or ride in a prohibited area

In addition, we have the ability to fine specific users (including an appeals process) for various infractions reported to us by San Francisco law enforcement or other channels. Razor commits to working with the City of San Francisco to set or revise these penalties as desired. Finally, because Razor tracks parking violations and complaints by user, we prevent users who are habitually non-compliant from continuing to use our service through a permanent account suspension.

e) Describe 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 users who are noncompliant.

If a rider engages in poor behavior, we issue warnings for the first and second offense. Such behaviors include, but are not limited to, improper parking, sidewalk riding, riding in prohibited or non-serviced areas, and reckless riding (e.g. riding with two or more individuals on one scooter, texting while riding, not obeying traffic laws, etc.). Using geo-fencing technology, a user cannot end their ride in a prohibited parking zone. The user's fare will continue to increase until the scooter is removed from the prohibited area and the user ends the ride properly. Such functionality is already active in several of Razor's markets, including the Cities of Long Beach and Portland. In addition, if a user attempts to end a ride in a non-serviced area outside of the allowed riding boundaries of the City of San Francisco, the user is notified that a \$25 parking fee will be assessed if the user ends their ride in that location. The user will be given an opportunity to return to a serviced area upon receiving the fee warning, in which case the notification and associated fee are dismissed. Razor tracks riding and parking violations by user, and we prevent users who are habitually non-compliant from continuing to use the service through a permanent account suspension.

f) Describe your safety complaint investigation and resolution process.

If a rider reports to Customer Service that a scooter is operating unsafely (or appears to be unsafe due a potential hardware or technology issue), our Customer Service team immediately and remotely disables the scooter, so that it



is no longer available for rent. Our Customer Service team then notifies our Operations team of the location of the scooter, who are dispatched to retrieve the scooter and return it to our centrally located warehouse for assessment and any necessary repairs. The scooter will not be re-deployed until the scooter passes a full maintenance inspection and is returned to safe functionality. If the reporting rider had already begun the ride at the time of the report, our Customer Service team will issue a full refund for the ride.

In addition, as previously described in Section (E)(1)(d), if Razor receives a report of unsafe riding behavior from the City of San Francisco or any relevant law enforcement authorities, Razor is able to fine specific users (including an appeals process) for various infractions. Razor commits to working with the City of San Francisco to set or revise these penalties as desired. Razor tracks safety complaints and incidents by user, and we prevent users who are habitually non-compliant from continuing to use our service through a permanent account suspension.

g) Describe what additional measures you will phase in if your initial approach does not achieve desired levels of compliance.

Razor will deploy every current capability upon initial launch and make every effort to ensure compliance. If there is an opportunity or need for improvement, we will consult with the City for recommendations and requests. Unlike most shared scooter operators, Razor owns and directly controls the manufacturing, supply chain, and distribution of its scooters. This means that Razor's systems and technology can be easily modified based on the needs of the communities in which we operate. As San Francisco officials identify opportunities to improve our service for its residents, we have the capability to quickly upgrade our scooter design and mobile application to leverage these recommendations.

2) Describe the locking mechanism(s) you commit to deploying upon program launch that will allow scooters to be secured to fixed objects as specified in Appendix 1.

Razor will attach an electronic cable lock permanently and securely to each scooter, with a flexible, coiled, industrial-gauge vinyl-coated cable ½' in diameter and approximately 4 feet in length. This lock will be opened automatically via wireless connection with the Razor app at the beginning of each ride. Users will be responsible for securing the scooter to appropriate fixed objects at the end of their ride using this cable, and they must also submit a photo of their locked scooter that will be evaluated for incentives or penalties as outlined in section (E)(c) above. The sample scooters provided with our application include the locking mechanism that we will deploy. However, because we have not yet integrated this lock manufacturer's software development kit (SDK) into the production app, the currently released Razor app does not demonstrate live unlocking as part of its current ride sequence. We commit to completing and demonstrating this app functionality for the City before program launch.



3) Describe your commitment(s) to ensure customers have a valid driver's license, and the notification process for registered users who do not have one.

All riders must validate their age (18+) by scanning their driver's license through our ID verification function in our mobile application.



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.

As part of our efforts to promote rider safety, Razor has made complimentary helmets available to registered riders at safety demonstration events around San Francisco. Riders can also call (833) LAST-MILE or email sharesupport@razorusa.com to request a complimentary helmet with free shipping to any Bay Area address. In addition, riders are reminded to always wear a helmet while riding during our education module at the beginning of each ride.

The Razor organization also has substantial community presence in the form of our retail partners, both large and small, throughout the City. Razor will reach out to our local retail partners to discuss the opportunity to serve as complimentary helmet distribution points for Razor Share users, which will also provide benefits to these local merchants in the form of increased foot traffic.

5) Describe procedures for noncustomers 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 as described in Appendix A #29.

Riders and non-users are able to report maintenance issues to us directly. They can chat with us through our mobile app, call our 24/7 customer service line at (833) LAST-MILE, email us at sharesupport@razorusa.com, or submit a Help form online at <https://www.razor.com/share/help/>. The 24/7 customer service phone number is prominently displayed on the scooter to allow non-users to easily contact us. Through all of these channels, individuals can highlight maintenance needs, report improperly parked scooters, and provide general feedback on the operations of our scooter share program. Razor’s smartphone application will be available in Spanish, Chinese, English, and Filipino/Tagalog on both iOS and Android platforms by the City’s anticipated launch date.

6) Describe procedures you commit 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). Include operational measures like scooter valet, or other incentive programs to re-locate such scooters to less crowded areas.

Razor relies on our experienced team of in-house field associates—not “gig economy” workers—to deploy, swap batteries, and rebalance our scooters to avoid overconcentration in certain areas. We also work to optimize the balance of our scooters across the community based on local demand patterns.

Razor has custom-built an internal mobile operations app to assist its local operations team in managing the fleet, along with custom dashboard software used by local managers in each city. Every deployed scooter is immediately accessible via the app, and our team can identify the scooters location, status, battery level, and history. Each cohort of our local team is assigned a group of scooters through this app, which allows the company’s local Operations Manager to constantly monitor and adjust our operations in real-time if scooters have become too heavily concentrated in a particular area and need to be deployed elsewhere in the community.

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.

Razor will display specific instruction within our app at the beginning of every ride on our “start ride” screen, which will instruct users to report a collision or any safety incident to our Customer Service team via the methods described in Section (E)(5), San Francisco Police Department, and/or 9-1-1, if applicable. Our in-app chat functionality is prominently visible within the app interface and is available at *any time*, regardless of whether the user is in the middle of a ride or has already ended a ride.



F. Recharging, Maintenance, Cleaning, and Sustainability Plan (Maximum of 3 pages)

1) Describe how scooters will be recharged.

a) Describe how staff and/or independent contractors will know when a scooter needs to be recharged. Describe any information and training you will provide to staff and/or contractors concerning safe charging practices.

Every time a scooter reaches low battery, or is reported as damaged or improperly parked through our 24/7 customer service channels, our professional maintenance team is dispatched to the scooter to replace the swappable battery and run a proactive, five-point maintenance inspection. Our mobile maintenance teams can perform minor repairs on location. If a scooter requires more substantial repairs, our mobile maintenance team will bring it back to our centrally-located facility for repair. In practice, this means that every Razor Share scooter is professionally maintained every 1-2 days.

b) Describe how you will educate and train staff and/or independent contractors on how to safely and legally park when retrieving scooters for recharging, rebalancing, or maintenance.

Upon hiring, all Razor staff are required to go through a two-week training and familiarization “probationary period” before becoming full fleet associates or mechanics. This training period requires that probationary work be performed alongside an experienced associate or manager. A key part of this training involves understanding the specific requirements of San Francisco’s deployment and operational rules, as well as general safety guidelines, ADA compliance principles, safe driving instruction, OSHA instruction, and basic reporting procedures.

On a weekly basis, all employees are required to read and confirm San Francisco deployment and operational rules, including how to safely and legally park when retrieving scooters for recharging, rebalancing, or maintenance. Sensitive areas are highlighted in our mobile operations app so that our field employees remain keenly aware of where our scooters should and should not be. To assist them in the full execution of their responsibilities, every Razor employee is issued a company iPhone with this digital map, an accurate geographic tracking system for all employees working on a shift, and effective two-way communications tools. Our Operations Manager or Shift Leads also have the ability to immediately dispatch labor to remedy reports of an improperly parked or damaged scooter, which usually come through our own customer service channels or through City enforcement officials.

c) Describe your commitments to minimize potential negative impacts (e.g. congestion, double parking, excessive vehicle-miles traveled) associated with practices related to collecting, redistributing, and recharging scooters.

Razor utilizes replaceable battery technology in 100% of its scooters to allow for more efficient 24-hour operations. Every time a scooter reaches low-battery, our professional field operations team is immediately notified via Razor’s internal operations app and is dispatched to the scooter to replace the battery and run a pro-active, five-point maintenance inspection. This drastically reduces the energy use and carbon emissions from our fleet vehicles by eliminating the need to return scooters to the warehouse for charging and then to drive them back out into the field.

Razor has also innovated its operations to use our own scooters to service our fleet. This allows us to reduce the number of sprinter vans required. Further, since Razor only uses employees in San Francisco, rather than gig-economy workers, we can streamline operations and prevent excessive use of personal vehicles in our operations. For routine operations in San Francisco, we will typically use 2-3 cargo vans with 12-15 miles driven per day on each van. Given that we swap batteries in the field instead of collecting and redeploying the whole unit for recharging, we estimate that we use 10-12 times fewer total operating miles on our fleet than our major competitors.

Our EcoSmart unit has a robust steel frame, a seat, and can safely tow over 600 lbs. on a flat surface. That allows us to service one-third to one-half of our San Francisco units with an EcoSmart unit itself, instead of a van. Regular field operations consist of parking a van, finding a nearby EcoSmart, loading the basket with fresh batteries and other



maintenance accessories, and servicing our fleet by riding our own EcoSmart into the surrounding area. We have found this not only to be more efficient, but emission-free and safer for our employees. Again, this is all possible because Razor does not utilize gig-economy workers; our operating structure ensures strict oversight, training, standardization, and accountability of our entire team's activities.

- d) Describe how the applicant will document and report to the SFMTA on new nonrevenue vehicle miles traveled (VMT), and the number and length of trips generated by collecting, redistributing, and charging activities.
- i) When reporting non-revenue VMT and trips generated to support program operations, how does the applicant plan to provide the SFMTA with this data by vehicle type and/or average fuel efficiency? Refer to the Sustainability Guidelines and Requirements.

Razor's San Francisco Operations Manager will log the vehicle miles traveled (VMT) and gasoline consumption for each of its fleet vehicles at the end of every month to ensure that our vehicles are being utilized as efficiently as possible. As previously discussed, Razor's fleet vehicles are company-owned and solely used for company operations, including scooter deployment, scooter rebalancing, battery swapping, and scooter maintenance. The manager will also continuously track the number of vehicle trips and length of each trip, which will be included in the same logs for reporting to the City. The reported data will also be broken down by vehicle make and model, as well as the manufacturer-reported Miles Per Gallon (MPG) for each vehicle. Razor will provide all data as listed in the Sustainability Guidelines and Requirements (Appendix 6) with the reporting template provided by the SFMTA.

- 2) Provide a complete Life-Cycle Analysis (LCA) of your scooter model(s) to be deployed, or describe how you plan to conduct and share a life-cycle analysis with the SFMTA within 6 months of permit issuance. Your LCA should include the following: a) Two distinct phases: i) Inventory Analysis, ii) Impact Assessment; b) Life expectancy of component parts, including but not limited to the following: i) Deck, ii) Wheels, iii) Motor, iv) Battery.

Razor is currently in the process of gathering information and generating an ISO-compliant Life Cycle Assessment to be submitted within six (6) months of permit issuance. Razor has already requested the necessary information from relevant third-party companies, including all suppliers and vendors.

- 3) Describe the applicant's approach to maintenance, cleaning, and repair of scooters, safety check protocols, and minimum standards for repair and cleaning. If applicant plans to use independent contractors for these services, include how you will train independent contractors to execute applicant's approach.

Please refer to Section (F)(1)(a) and (F)(1)(b).

- 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.

Please refer to Section (E)(1)(f).

- 5) Describe how you will comply with the City's Zero Waste and Producer Responsibility policies, including taking responsibility for the scooters throughout their life cycles by properly managing hazardous components including batteries, reducing the need for new scooters through repair, redistributing for reuse, and recycling or otherwise properly disposing of all component parts. Refer to the Sustainability Guidelines and Requirements.

Razor will full comply with the City's Zero Waste and Producer Responsibility policies and Sustainability Guidelines and Requirements, as outlined below:

- **Energy Use and Efficiency:** Razor's proactive maintenance program maximizes the useful life of our scooters. The estimated lifespan of our scooters under heavy use is six to twelve months. Within each scooter, our batteries



have an estimated lifespan of two years, as do our GPS/IoT devices. These components can be reallocated to other scooters in the fleet as necessary.

- **Responsible Recycling:** When our scooters or batteries reach end of life, we work with local recycling partners to ensure that they are disposed of properly. Razor has comprehensive existing recycling programs in place in each of our Share markets, as well as in Southern California for both scooters and batteries as parts of our manufacturing business. We have extended these programs to our shared scooters in San Francisco to ensure that we align with the City's sustainability goals and producer responsibility policies.
- **Swappable Batteries:** All of Razor's shared scooters feature swappable battery packs that are switched out in the field, which eliminates the need to bring our scooters back to a central warehouse to charge. Consequently, our scooters are not redeployed in large, cluttered groups every morning but are instead continuously redistributed on a rolling basis. Our associates are out in the field every day to replace low batteries, and "rebalance" a scooter every time its battery is exchanged. In practice, this means that each of our scooters is rebalanced several times per week.
- **Extended Battery Life:** Razor is developing a new version of our EcoSmart scooter with a 100% increase in battery capacity. This will further improve our operational efficiency, reduce our carbon footprint from company vehicles, and ensure that nearly all of Razor's permitted scooters are charged and available each day. The overall look of the scooter will remain the same, but efficiency and strength will be greatly improved. All batteries will be charged in a centrally-located facility within San Francisco.
- **Sustainable Resources:** In addition to our scooters' zero-carbon emissions, our company policy is to use low-emission resources as much as possible. For example, Razor operates out of LEED-certified warehouses wherever available. Because Razor does not utilize "gig economy" workers like most other operators, we do not utilize any contractors' vehicles, which allows Razor to retain more direct control over its fleet vehicles' carbon emissions. Razor does not currently utilize electric vehicles or bicycles in its operations, but we are actively considering the purchase of electric vehicles in current markets.
- **Non-Toxic Cleaning Products:** Razor's local maintenance teams also clean every scooter at least once per week in our local warehouses, using an all-purpose non-toxic cleaning solution, cloths, and a power washer to remove dirt, grime, and other debris. In addition, our scooters may be cleaned more frequently on the street, after an evaluation by a member of our field team, whenever a scooter's low battery is being replaced with a charged battery.

6) Describe your commitments to ensure scooters do not defoul the environment. This includes, but is not limited to, your commitments to respond to reports that scooters are found in the bay or another body of water.

Reports of scooters in or near protected or sensitive environmental areas, including any body of water, will be immediately escalated to first priority response by our Operations recovery team. Please refer to Section (E)(5) for additional details on Razor's efforts to protect the environment.

7) What overall fleet size to Permitted Scooter ratio is needed to maintain a given number of Permitted Scooters? For example, 2 total scooters on hand for every 1 Permitted Scooter (2:1). "Permitted Scooters" are defined as scooters being rented or left on public property, whether they are available for hire, or whether they are unavailable due to needing recharging or other maintenance.

As previously discussed, because Razor uses in-house labor and swappable batteries to conduct highly efficient operations and minimize the number of missing or vandalized scooters, we are able to maintain high levels of on-street scooter availability. As such, our overall fleet size to Permitted Scooter ratio is 3:2.



G. Hiring and Labor Plan (Maximum of 3 pages)

1) Describe the staffing plan, including hired staff and contractors, for operation and maintenance of your Powered Scooter Share program.

Razor's operations will be conducted on a 24-hour per day basis by local, San Francisco employees and managers. As stated earlier, we do not utilize any gig-economy workers in our business, which allows us to run a more efficient, more compliant operation. The primary tasks of our operations team are to rebalance, recharge, monitor, and maintain our fleet of scooters while fully complying with city regulations. All employees are screened and interviewed before entering a two-week "probationary" and training phase. During that time, they adhere to a pre-planned weekly schedule and are trained and evaluated under Razor's internal human resources standards. As the key element of our labor strategy, we expect our employees to be a part of a long-term team that demonstrates a strong understanding of local regulations and the unique operational needs of the San Francisco market.

Our labor roster will contain nearly two dozen local San Francisco residents who will work in Razor's San Francisco operations as their primary full-time job. On average, our current employees have been in their respective positions for 3-6 months. This team will be led by an Operations Manager, who is assisted by his full-time operations and support personnel in a variety of roles. As Razor conducts 24-hour operations to support our business, we schedule and execute our operations with the following types of employees:

- **Fleet Associates:** Razor's primary role for servicing, collecting, and repairing our fleet. Associates typically work 8-hour shifts covering the entire day and service our fleet while travelling via cargo van, foot, or scooter.
- **Fleet Operations Shift Leads:** These individuals manage Fleet Associates while collecting remote or missing units, answering 311 calls, and responding to customer complaints in real time. Every 8-hour shift in a typical day will have at least one Shift Lead.
- **Mechanics:** Razor's team of employees who repair and maintain our scooter fleet. All units are inspected multiple times each week by our Fleet Associates when they swap out battery packs; any unit showing damage or requiring monthly maintenance is retrieved and serviced by our Mechanics in our local warehouse. Our Mechanics collaborate with our corporate Head of Maintenance and mechanics in other U.S. markets to continually share knowledge and best practices across the company. Mechanics typically work daytime shifts on both weekdays and weekends, as well as assist with fleet operations when required.
- **Operations Manager:** Razor's San Francisco operations will fall under the leadership of a local Operations Manager, who will be specifically recruited for their fleet management, team development, and community engagement capabilities. In addition to managing fleet personnel, our Operations Manager will also maintain active relationships with community advocates and City officials, and particularly with "on-the-ground" City enforcement individuals, to ensure that we remain as responsive as possible to any regulatory issues in real-time.

Razor does not utilize "gig economy" or third-party contract workers for any aspect of its Share operations in any market. We believe that a safe, reliable, and efficient operation cannot be achieved with unaccountable "gig" workers, and we remain committed to keeping our labor entirely employee-based for all operations tasks.

2) Describe employment standards, whether independent contractors or full-time employees.

Employees are eligible to participate in a benefits program if they are full-time employees scheduled to work at least 30 hours per week. New employees who are working full-time will be eligible to enroll in benefits in the first week of the month following at least 30 days of employment.



Benefits include:

- Medical
- Dental
- Vision
- Flexible Spending Account (FSA)
- 401(k) Retirement Savings Plan
- Holiday pay
- Paid vacation and sick days

Razor's operations team is also instructed to wear red, Razor-branded T-shirts with large lettering, so that they are easily recognizable as Razor employees by the public, city staff, and San Francisco law enforcement. This also holds our staff to a higher degree of accountability as visible representatives of our company.

Further information on Razor's training practices, employment standards, and wages can be found below in Sections (G)(3), (G)(5), and (G)(6).

a) If independent contractors will be used, describe the incentive structure you will implement for charging scooters and/or performing other operations duties.

Razor does not utilize independent contractors.

3) Describe how permittee's hiring plan will comply with state and local laws, and best practices regarding equal opportunity, local hiring, and fair wages.

Razor is an equal opportunity employer. Consistent with requirements of various state and federal laws, it is our policy to consider applicants for all positions without regard to race, creed, color, gender, pregnancy or related condition, age, national origin, disability, medical condition, marital or veteran status, religion, sexual orientation, or any other class protected by local, state or federal civil rights laws.

Razor also prioritizes a thorough understanding of local laws, complex employment and workforce dynamics, and community needs for all our employees nationwide. Razor solicits input and advice from long-time community leaders who inform us on how best to provide valuable jobs targeted towards underserved segments within the community. Local job creation that effectively serves residents is important to Razor, which is why we hire and train local professionals for our operations and maintenance teams. Razor provides skills training to all of our locally-hired employees to allow for upward mobility in their career paths—ensuring that they can remain a productive member of the local workforce even after they leave our employment. All skills gained on the job are translatable across a wide variety of industries and occupations.

4) Describe how permittee will be transparent with any contractors in regards to hourly rate and net of job related expenses.

Razor does not utilize contract labor.

5) Describe the skills and training procedures for staff and contractors.

As previously described in Sections (F)(1)(b) and (G)(1), all newly hired Razor staff are required to go through a two-week training and familiarization "probationary period" before becoming full fleet associates or mechanics. This training period requires that probationary work be performed alongside an experienced associate or manager. A key



part of this training involves understanding the specific requirements of San Francisco's deployment and operational rules, as well as general safety guidelines, ADA compliance principles, safe driving instruction, OSHA instruction, and basic reporting procedures.

On a weekly basis, all employees are required to read and confirm San Francisco deployment and operational rules. Sensitive areas are highlighted in our mobile operations app so that our field employees remain keenly aware of where our scooters should and should not be.

In addition to these specific training procedures, Razor also provides invaluable skills training to all of our locally-hired employees to allow for upward mobility in their career paths. All skills that are gained on the job are translatable across a wide variety of industries and occupations, including:

- Development of interpersonal skills and the ability to work on a team
- Navigating relationships with supervisors and a diverse set of colleagues in a dynamic work environment
- Management of parts and product inventory
- Literacy in complex operational mobile application platforms
- Intricate knowledge of our products' mechanics and best practices for repair procedures

6) Provide a labor harmony plan including the means by which labor and labor harmony has been considered in your operations, specifically as it relates to consistent distribution, operations, and maintenance (including steps taken to avoid potential service disruptions), and information regarding employee work hours, working conditions, and wages.

Razor has never experienced any labor disputes and fairly compensates employees above minimum wage. It is no accident that Razor has never experienced a service disruption as a result of labor issues. Razor is deliberate and diligent in its recruiting and hiring practices. Upon hiring, Razor heavily invests in training and providing the necessary resources to ensure our employees feel supported and valued in their work environment. As such, we continue not to anticipate any disruptions to our service.



H. Community Engagement Plan (Maximum of 6 pages)

Provide a plan that complies with the accompanying SFMTA's Powered Scooter Share Program Community Engagement Guidelines and Requirements (Appendix 3). Please refer to the Appendix 3 for required components.

Since the launch of our dockless scooter program one year ago, we have been committed to inclusive public outreach in each of the cities that we have operated in. Razor shares the SFMTA's belief that the success of any micromobility program in San Francisco is directly tied to a company's ability to engage with the community in a substantive, deliberate manner.

Multilingual Communications Services

Razor's website as well as our smartphone application will be available in Spanish, Chinese, English, and Filipino/Tagalog by the City's anticipated launch date. Razor will also provide written materials such as safety information, event advertising, and educational brochures in the aforementioned languages as well. Our 24/7 call center and in-app chat customer service agents will be able to assist customers in their preferred language, including Spanish, Chinese, English, and Filipino/Tagalog.

Communication Strategy

Razor commits to routinely updating its public facing communications upon any service change including but not limited to pricing, service area, device functions, membership programs, and operational model. Razor is able to communicate with users of its app via text messages, push notifications, prominent in-app message banners, and dynamic messaging on the start-ride screen. Razor will also provide social media posts regarding any updates and will publish news bulletins on its website which will be archived and easily searchable by date and keyword.

Adaptive Scooters

As previously mentioned, Razor will utilize its adaptive scooter, the EcoSmart, for 100% of its San Francisco fleet. Razor launched its operations in August 2018 and quickly recognized the need for an adaptive scooter to expand its use to typically underserved demographics. By December 2018, only 4 months after the launch of Razor Share, we were able to incorporate new functional design changes and bring the first Razor adaptive scooter to market. See Section (D)(7) for further detail regarding product design and community input, as well as Section (D)(3-4) for deployment information.

Community Feedback Database

Razor commits to implementing SFMTA's designated searchable format of a shared database containing community feedback which includes questions, comments, concerns, and input. This database will be accessible by SFMTA.

Expanded Outreach

Razor's San Francisco Scooter Share Advisory Board

Razor has invited 27 organizations to comprise Razor's San Francisco Scooter Share Advisory Board. These organizations are located throughout the City's neighborhoods and include: BMAGIC, Calle 24, Chinatown Community Development Corporation, Chinese for Affirmative Action, Chinese Newcomers Association, Chinese Progressive Association, Daylaborer Association, Senior Disability Action, Excelsior Action Group, Excelsior Works, Filipino-American Development Foundation, Healthy Southeast, Mission Asset Fun, Mission Economic Development Association, Mission Neighborhood Centers, MoMAGIV, Independent Living Resource Center, PODER, Safe Passage, SF Rising, SOMA Pilipinas, SOMCAN, Tenderloin Community Benefit District, Tenderloin Neighborhood Development Corporation, The Village Project, United to Save the Mission, Mayor's Office on Disability.



It is our hope that this board will serve as a mechanism through which San Francisco’s diverse community stakeholders can share their thoughts on how we can tailor our shared scooter service to address their needs. We hope to incorporate the stakeholder feedback we generate through this advisory board on an ongoing basis and ensure that all of San Francisco’s residents—particularly those who belong to the low-income community, communities of color, and other historically marginalized communities—are better served by shared scooters.

Should Razor be accepted into San Francisco’s permit program, this advisory board will play a key role in shaping how we operate in the City.

Razor’s San Francisco Community Listening Sessions

If accepted into San Francisco’s permit program, Razor would set up Community Meetings/Listening Sessions in each of the service areas as delineated by SFMTA. In these sessions, Razor would discuss the proposed and approved operations, deployment, payment plans, low-income options, overview our scooter hardware and mobile app, local laws, proper scooter riding and parking behavior – and most importantly, solicit feedback from the very communities in which we will be serving with our shared scooter service. Specifically, Razor would like to know how our current operations plan has affected their community, how our deployment practices may be improved to fit the unique needs of each neighborhood, and how we can further increase access to those who are underserved. At these events, Razor will provide free food and drink. In addition, all children will be welcome.

Razor Community Pop-Up Events

As part of its regular programming, Razor will hold multiple pop-up educational events inviting residents, city staff, and San Francisco organizations to test out our EcoSmart scooters. Attendees can also receive a complimentary helmet after signing up for an account on our mobile application. At these events, Razor staff provide information, show videos, and offer training demonstrations on safe riding and parking procedures, while also creating safe areas where attendees can practice riding. Topics discussed in these demonstrations include “rules of the road”, familiarization with San Francisco and California requirements (no sidewalks riding, helmet use, proper parking behavior, etc.), and city and ADA-compliant parking when the ride is finished. We will also provide assistance in signing up for our discount pricing, non-smartphone payment, and cash-based payment options, which are described previously in Section C. Razor will provide free food and drink at these events. In addition, all children will be welcome.

Disability Outreach

Razor has proactively reached out to multiple disability-specific advocacy groups to request their input and perspective on shared scooters. Razor will make every effort to tailor our service to negate the potentially adverse impacts that our operations may have on individuals with disabilities, and to promote increase accessibility amongst those who are interested in using our service. The following advocacy groups have been contacted: The Arc San Francisco, DCARA, DeafHope, Hearing and Speech Center of Northern California, LightHouse for the Blind and Visually Impaired, and Positive Resource Center.

Record of Community Engagement Efforts

Razor will post an online public record of all community engagement meetings and outreach, including minutes, discussion notes, agendas, and community feedback within 72 hours of the event. Within a week of each meeting, Razor will also upload a specific action plan on how it will address and execute upon the feedback and suggestions solicited.

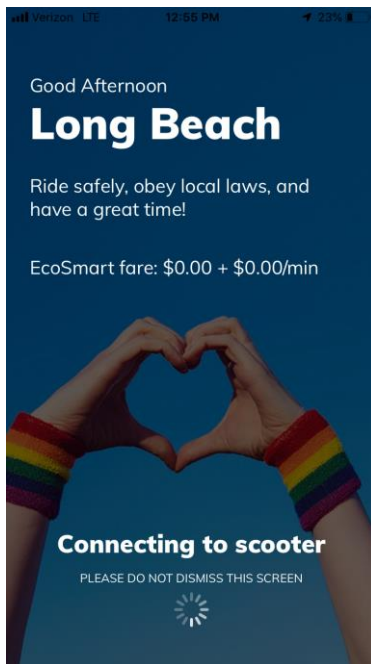


Community Engagement Staffing Plan

Each member of Razor’s Government Relations team has an extensive background in community relations and constituent services. As such, a Government Relations representative will be in attendance at every outreach event in addition to hired Public Affairs consultants who specialize in cultural and community outreach.

Culturally Sensitive Marketing Plan

One-size doesn’t fit all, and at Razor, we acknowledge and celebrate the various cultures and differences that make San Francisco, like all of our markets, so unique. Currently, Razor is already engaged in culturally sensitive marketing. For instance, every June, Razor celebrates Pride Month by rebranding our mobile application and wrapping our scooters with rainbow artwork, as shown below:



In addition, as previously mentioned, Razor will hire a Public Affairs firm which specializes in culturally diverse outreach. Our marketing materials will be printed and available in Spanish, Chinese, English, and Filipino/Tagalog, as well as actively distributed in the neighborhoods in which these communities live and work.

Partner-Ready Programs

Local Hiring

Local job creation is important to Razor, which is why we solicit input and advice from long-time community leaders who inform us on how best to provide valuable jobs targeted towards underserved segments within the community. Razor will participate in job fairs held throughout the City in various neighborhoods in order to recruit those who are the makeup of the very communities they will serve. Razor also plans to reach out to local family support organizations, such as Compass Family Services, to partner with their job readiness programs by offering job interviews.

Community Based Organizations

Razor will work with the members of its San Francisco Scooter Share Advisory Board, as previously listed in Section H, who represent a diverse array of organizations, including many service and non-profit organizations. In addition to Razor’s general promotions as described in Sections (C)(3) and (C)(10), Razor will work with these organizations to directly promote our low-income plan to their respective members, such as



through the organizations' current email contact lists and social media channels. We are open to further suggestions from these organizations on how we can maximize distribution of these promotions and the visibility of these programs.

Razor's Free Rider Safety Courses

As referenced in Section (E)(1)(a), should Razor be accepted into San Francisco's permit program, we will commit to offering free rider safety courses open to all current and prospective users, which will focus on instructing Razor customers on how to safely and respectfully ride our scooters. At these complimentary in-person classes, we will explain the various rules of the road governing dockless vehicles in San Francisco and allow first-time users the opportunity to get accustomed to our scooters in a safer, more comfortable environment. We will reach out to and partner with local community advocacy groups, such as San Francisco Bicycle Coalition and various Neighborhood Associations, to ensure that these courses are tailored to the residents and community needs of San Francisco.

Culture and Arts

Razor has already made great strides in emphasizing culture and art. For example, Razor's scooter "skins", which are decorative wraps on our units, are used to celebrate diversity and special cultural events. This last June, Razor wrapped half its units in rainbow print to celebrate Pride month. The feedback from our friends in the LGBTQ community was overwhelmingly positive. If granted a permit, Razor commits to working with the San Francisco Arts Commission to produce future "skin" designs for events around the City.



Local Small Business

Razor will partner with local businesses to offer mutual pricing incentives to our riders to visit local shops and restaurants. Furthermore, we will work with local business to strategically deploy our scooters in a way that incentivizes start and end trips in their vicinity, thereby creating greater visibility and foot traffic. Razor looks forward to participating in numerous San Francisco Chamber of Commerce events to maximize our interaction with small business across the City.



I. Data-Sharing End Point

Email the internet address for your data-sharing end point to scootershare@sfmta.com. This end point will be used to verify that all data-sharing protocols are in place prior to permitting.

Our data feed complies fully with the MDS 0.3.2 specification, including APIs for trips, status changes, and a real-time GBFS feed. Access details for our endpoint have been emailed to scootershare@sfmta.com.



J. Experience and Qualifications (Maximum of 2 pages)

1) Describe your qualifications to operate a Powered Scooter Share program.

Razor is the world's leading producer of electric scooters. Since 2003, we have sold more than 13 million electric scooters around the world, and that's why we continue to be the global authority in our industry. Our brand has become synonymous with scooters, and Razor scooters can be found in millions of garages around the country. We have proudly built our company around innovation, quality, and customer service – values which we are committed to in every facet of our business.

Razor launched its shared scooter business in August 2018. Since that time, we have expanded to the following markets – Los Angeles, CA; San Diego, CA; Long Beach, CA; Dallas, TX; San Antonio, TX; Denver, CO; Salt Lake City, UT; Portland, OR; Tempe, AZ; Tucson, AZ; and Washington, D.C. We have delivered over 1.2 million rides in those cities to over 540,000 unique riders. More importantly, we have established a strong relationship with the residents and officials in those communities, working to provide great rides and great service every day.

There are a few factors that make Razor different from other vendors that are applying for San Francisco's pilot program:

1. **Razor makes scooters.** We have leveraged 18 years of scooter experience, designing our shared scooters from the ground up to be safe, secure, and fun.
2. **Razor is self-funded.** We are a profitable, privately-held company with a long-standing reputation for responsibility and accountability.
3. **Razor uses locally-hired employees.** We use a trained workforce to swap batteries, rebalance, repair, and regularly maintain our fleet; we do not use "gig-economy" workers.
4. **Razor follows the rules.** We have never violated state or local ordinances, and we have never had to recall our shared scooters.

We take great pride in the scooters we've built, and we want to make sure our fleet quality and operational excellence is on display every day in San Francisco. We are committed to growing our shared scooter business responsibly in San Francisco, while reliably partnering with local government and community stakeholders. This means being responsive to feedback, forthcoming with data analytics, and compliant with local regulations. We look forward to becoming a partner of choice for San Francisco.

2) If you have operated a shared scooter service in San Francisco and/or another similarly dense, urban North American city, provide a list of each city in which you have operated, describe how you complied with applicable laws, and share the following for each city (if you are a wholly-owned subsidiary, include experience of your parent company, as applicable):

- a) Dates when you operated a shared scooter service.
- b) If required, did you have a permit to operate?
- c) If you had a permit to operate, in what time period did you deploy your permitted number of devices?
- d) What was the average daily active fleet size in your first six months of operation?
- e) How many total trips were provided during the first six months of operation?
- f) How long have you operated?
- g) Did you pay applicable permit fees on time?
- h) If you received any citations from local authorities, how many did you receive, and did you pay them on time?
- i) Has your service ever been suspended? If so, why?
- j) One reference/point of contact, per city, for the SFMTA to call to verify. If the SFMTA calls to verify information, it will apply the same reference checking criteria to all applicants.



	<u>SAN ANTONIO, TX</u>	<u>PORTLAND, OR</u>	<u>DENVER, CO</u>
a) Operating Dates	Oct. 2018 – present	June 2019 – present	Sept. 2018 – present
b) Permitting	Yes	Yes	Yes
c) Deployment Timeline	1 week	5 days	1 week
d) Average Daily Active Fleet Size	649	286	230
e) Total Trips (first 6 months)	110,876	54,801 (2 months in operation so far)	135,000
f) Operating Duration	10 months	2 months	11 months
g) On-Time Permit Fee Payment	Yes	Yes	Yes
h) Citations	No	No	No
i) Suspensions	No	No	No
j) Point of Contact	<p>John Stevens Assistant to the Director of Center City Development & Operation</p> <p>(210) 207-6516 John.Stevens3@sanantonio.gov</p>	<p>Briana Orr Transportation Demand Management Specialist II</p> <p>(503) 823-7566 briana.orr@portlandoregon.gov</p>	<p>Nicholas Williams Deputy Chief of Staff – Public Works, Office of Policy, Legislative Affairs and Special Initiatives</p> <p>(720) 865-8709 Nicholas.Williams@DenverGov.org</p>



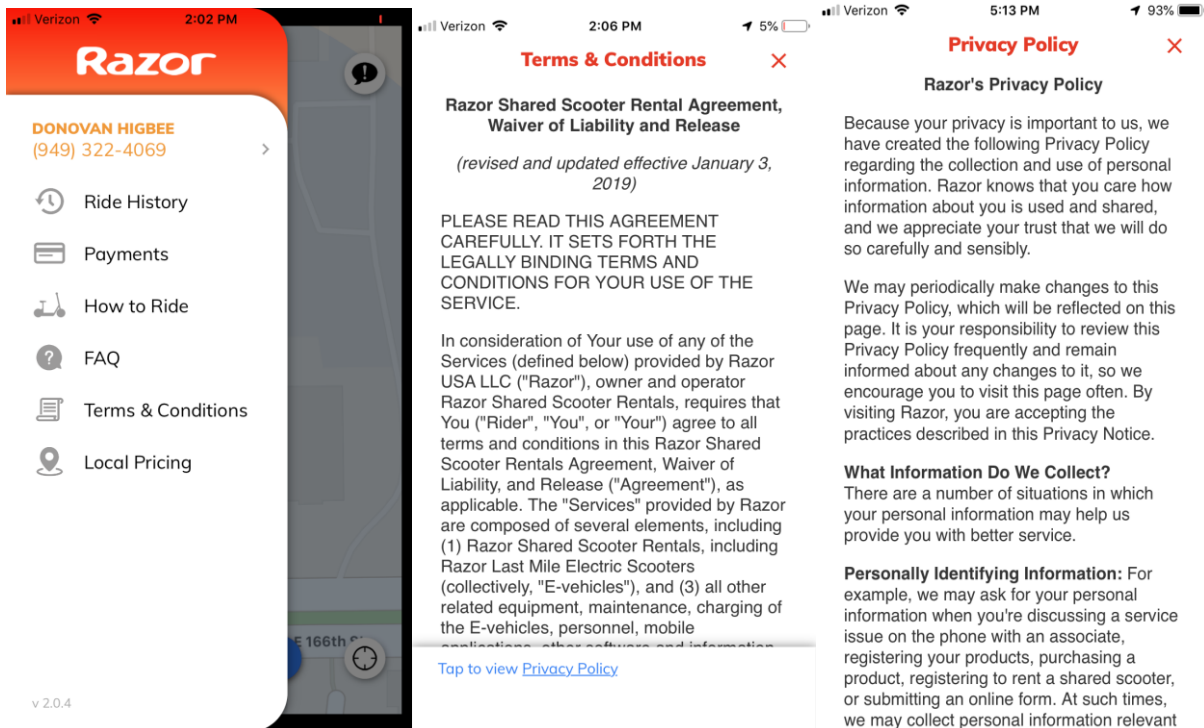
K. Privacy Policy, User Agreements, and Terms of Service

1) Provide any privacy policies, user agreements, and/or terms of service in plain text (and a searchable electronic format) for review.

Please see Exhibit 4 for Razor's Rental Agreement and Waiver of Liability and Release. Please see Exhibit 5 for Razor's Privacy Policy.

2) Provide screen shots of all locations where these provisions would be shared with customers, including the method for obtaining user acknowledgement/agreement.

Razor's Terms & Conditions can be easily located on a tab within the main menu of our mobile application. Upon open the Terms & Conditions tab, users also see an option to view Razor's Privacy Policy. Please see below screenshots for further reference:





L. Images and Description of Powered Scooter (Maximum of 1 page, including images)

Provide images and description of powered scooter.

Razor's product design team has custom-developed scooters specifically for its dockless shared scooter program in a way that allows the scooters to handle heavy daily use. Razor's EcoSmart scooters include 36-volt lithium-ion battery packs that are compliant with Underwriter Laboratories requirements under UL 2271. Our EcoSmart offers 16" pneumatic air tires to provide a smoother ride, a front basket to hold personal belongings, a comfortable cushioned seat, as well as a 36-volt rear hub motor and disc brake to provide quality performance. Our scooters have a white LED headlight and red LED taillight with a visibility of at least 500 feet. Razor's EcoSmarts run for 80+ minutes of ride time on a single charge and travel at a maximum speed of 15 miles per hour. Every scooter is GPS tracked to provide location accuracy within 3-6 meters.



- Overall Dimensions: 57.48" x 20.67" x 42.72"
- Weight: 57 lbs
- Wheels/Tires: one-piece alloy wheel with sealed, maintenance-free bearings; rubber pneumatic tires; 16" x 2.125"
- Maximum Load Capacity: 220 lbs
- Battery: 36V / 12AH; lithium-ion cells
- Charger: Input: AC100-240V, 50/60Hz, 3.0A; Output: 42V, 3.0A
- Motor: 36V, 350W
- Throttle: Twist-grip, variable-speed throttle on right handlebar
- Kickstand: center kickstand to significantly decrease likelihood of tipped and fallen scooters
- Basket: Aluminum basket affixed to front of T-bar and above front fender; 13.2lbs maximum cargo load
- Handlebars: steel (Q195) with powder-coating to prevent rust; 19.9" x 16.3"
- Deck: steel construction with powder-coating to prevent rust; 20.65" x 8.46"

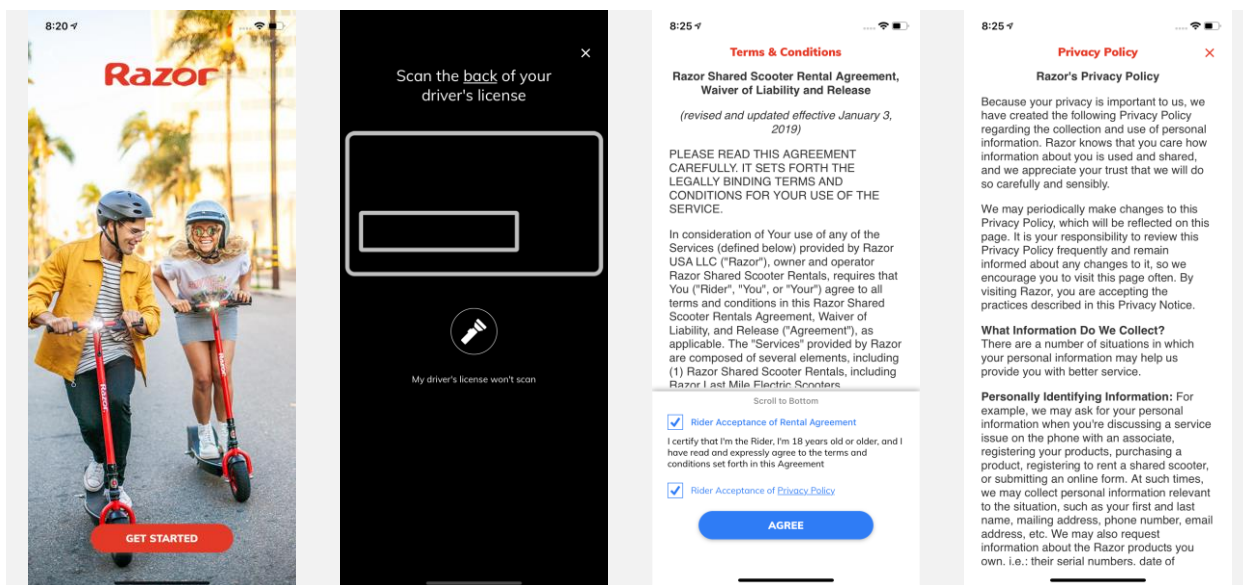


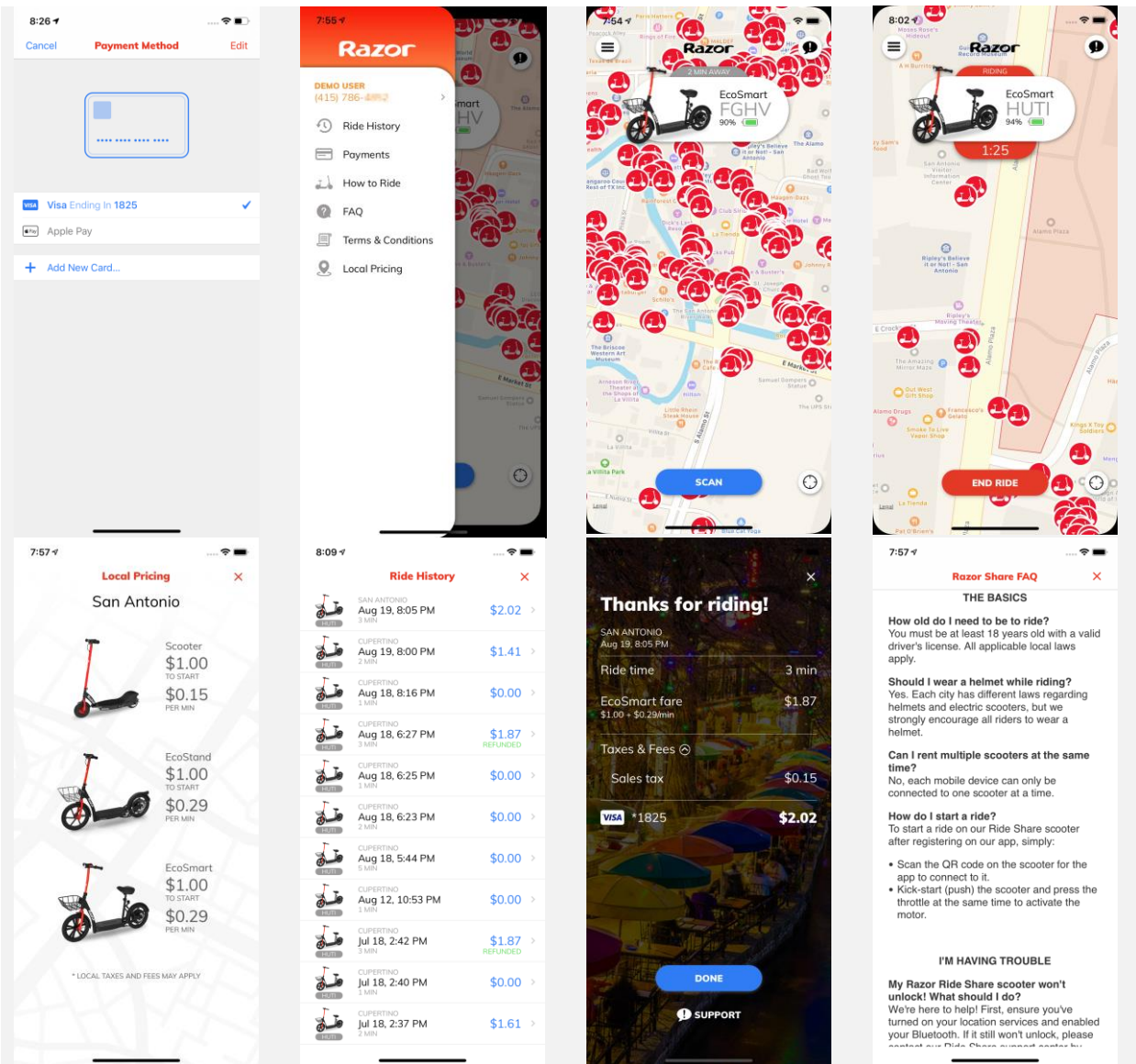
M. Images and Description of Mobile Application (Maximum of 4 pages, including images) Provide images and description of mobile application.

Razor’s mobile application is compatible with both iOS and Android devices, and it is designed to leverage cellular and Bluetooth communications with our scooters to create a seamless user experience. The Razor Cloud serves as the home of our relational database and administrative configurations, enabling us to manage the entire fleet quickly and easily. We host our application on Google Cloud, ensuring that our platform is scalable, stable, and secure. The cloud application can communicate with both the user’s phone and the scooter to ensure that we effectively monitor the status of every vehicle and every ride. The data we collect in our relational database can easily be shared via dashboard, export, or real-time Application Program Interface (API) at a rate of 30 seconds or less to a third-party mobility manager platform.

Registration for Razor’s shared scooter service is very quick. Users simply enter their phone number, scan their driver’s license, provide a credit card, and agree to the terms of use to get started. All users then walk through a rider education tutorial on appropriate parking and safety requirements before using the service. After that, they can easily scan a scooter with their phone and start a ride.

Please see below for images of our app’s registration process, main menu options, scooter map, riding display, ride history, pricing preview, and receipts.





In addition to the Pricing displayed on the Local Pricing tab and at the beginning of every ride, as shown above, an itemized receipt is immediately displayed upon ending a ride.

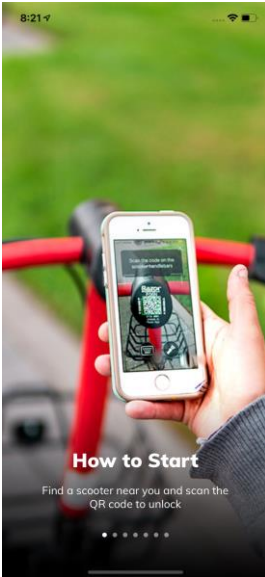
Razor also displays education modules during user registration to remind our users to ride responsibly. We also show users a list of applicable local laws governing the use of our shared scooters before every ride

To improve safety and promote further rider education, our mobile app includes the following features:

- All riders must validate their age (18+) via driver's license or other form of photo identification when registering
- Riders are reminded to always wear a helmet while riding
- All riders must agree to terms of use that describe standards of riding behavior, as well as acknowledging that violating these standards can result in warnings, fines, and account suspension.
- All riders view a tutorial on how to ride, where to park, and helmet safety prior to their first ride
- At the start of every ride, riders are shown California and San Francisco regulations on how to ride properly, including reminders to yield to pedestrians and stay off the sidewalk, as well as where and how to park



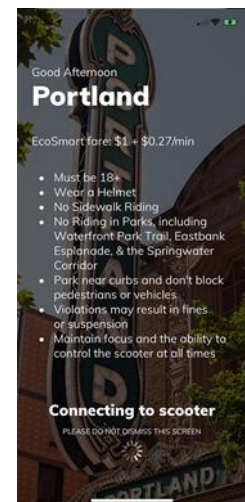
Generic images from Razor’s interactive rider education tutorial can be found below. Razor will amend the content of this tutorial to address the needs of San Francisco.



In addition, at the start of every ride, our mobile application displays a screen with the specific local and state regulations that apply to riders in that area. This screen will be customized to comply with the SFMTA’s most up-to-date dockless vehicle regulations. A sample screenshot from our Portland, Oregon market is shown on the right.

In order to discourage parking and/or riding in prohibited areas, Razor implements both No Parking Zones and No Riding Zones that are clearly delineated as red-shaded areas in our mobile application.

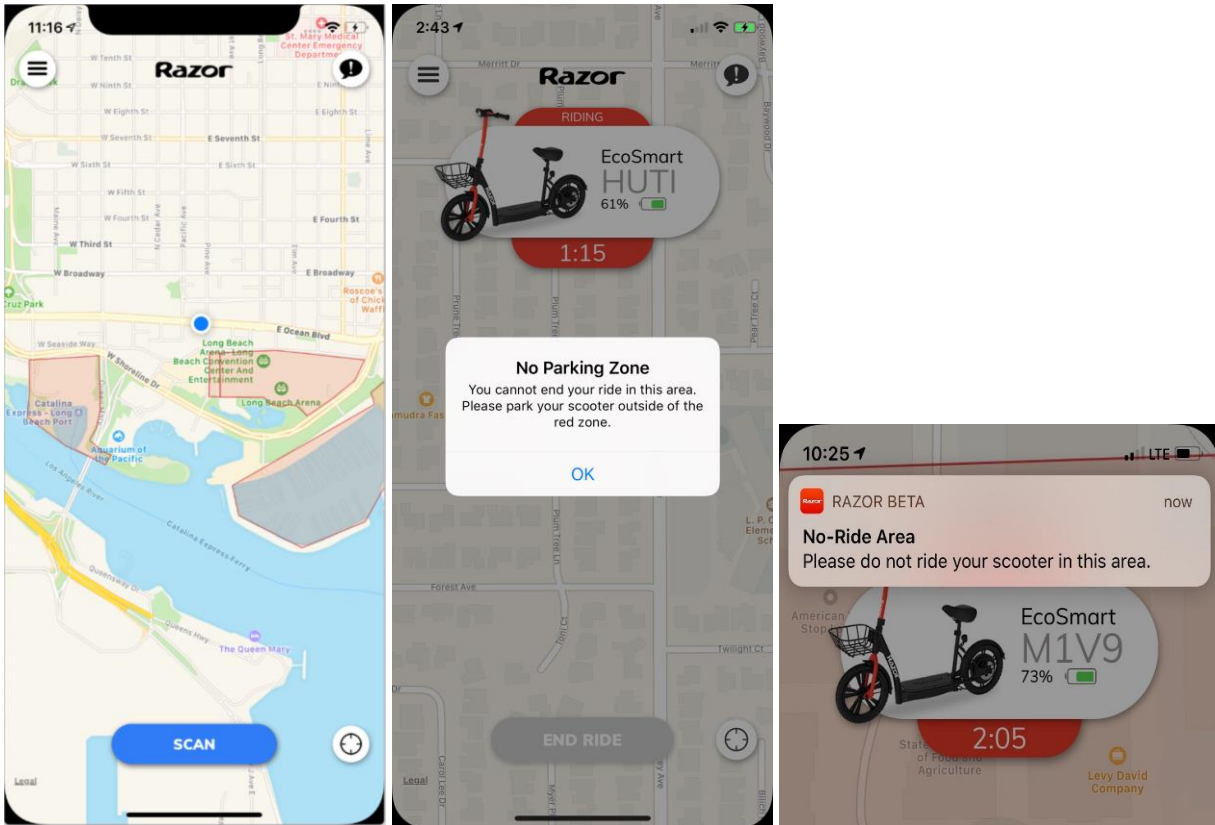
Using geo-fencing technology, a user cannot end their ride in a prohibited No Parking Zone. The user’s fare will continue to increase until the scooter is removed from the prohibited area and the user ends the ride properly.





Upon entering a No Riding Zone, a scooter's throttle is disengaged and cannot be re-engaged until the rider leaves the prohibited area. Riders will also receive a push notification that instructs them not to ride in that area. Razor also has the ability to implement reduced speed limits for any low-speed zones that are designated by the City of San Francisco.

Such functionalities are already active in several of Razor's markets, including the Cities of Long Beach and Portland. Please see screenshots of referenced red-shaded areas and notifications:





N. Proof of Insurance

Attach a certificate of insurance, as well as an endorsement of additional insured, per requirements set forth in Appendix B. If you have not yet purchased insurance meeting these specifications, supply a statement of intent to obtain this insurance in advance of being issued a permit. The SFMTA will require certificates of insurance as well as an endorsement of Commercial General Liability and Commercial Automobile Liability insurance showing the City as an additional insured before issuing a permit to accepted applicants.

Please refer to Exhibit 6 for three Certificates of Insurance and endorsement of additional insured.

Please note that Razor's Commercial Automobile Liability Insurance policy covers the first \$1 million requested and our Excess Liability policy covers the second \$1 million – for \$2 million total of automobile liability coverage for each accident.

Razor does not currently carry Professional Liability insurance, as our insurance broker states that professional advisement services are not being offered to the City. However, if the City requires such coverage, Razor will obtain the required insurance upon being granted a permit.

EXHIBIT 1

UL 2271 Certification Report

File MH61527
Project 4788504721

0000-00-00

REPORT

on

COMPONENT - Battery for Use In Light Electric Vehicle

SHENZHEN ELITE ELECTRONIC CO LTD
Shenzhen, China

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DESCRIPTION

PRODUCT COVERED:

USR - Components - Batteries for Use in E-scooters, Model is HY-RAZ-S1003L8U-29E.

GENERAL:

These products are lithium ion battery packs to be used in Personal E-Mobility Devices.

BATTERY PACK ELECTRICAL RATING:

EESA Model	Voltage (Nominal), Vdc	Capacity (Nominal), Ah/Wh
HY-RAZ-S1003L8U-29E	36.5 Vdc	8.25 Ah, 301.1 Wh
Note: The packs have been tested based upon their electrical ratings but no capacity performance testing has been conducted.		

CELL CHEMISTRY AND CONFIGURATION:

EESA Model	Cell Model	Cell Chemistry and Type#	Number of Cells	Configuration*: X-S/Y-P
HY-RAZ-S1003L8U-29E	INR18650-29E	Lithium ion, Cylindrical	30	10-S / 3-P
* - X = No. of cells in series; Y = Number of parallel strings # - e.g. lithium ion cylindrical, lithium ion prismatic, lithium ion polymer (soft pouch), Ni-Cad prismatic, electrochemical capacitor cylindrical etc.				

and Report

MANUFACTURER'S RECOMMENDED CHARGING PARAMETERS:

EESA Model	Temperature Range, °C	Normal Charging Voltage, Vdc	Normal Charging Current, A	Maximum Charging Voltage, Vdc	Maximum Charging Current, A
HY-RAZ-S1003L8U-29E	0 to 40	42.0	1.65	42.0	3.0

MANUFACTURER'S RECOMMENDED DISCHARGE PARAMETERS:

EESA Model	Temperature Range, °C	Normal Discharging Current, A	Maximum Discharging Current, A	End of Discharge Voltage, Vdc
HY-RAZ-S1003L8U-29E	-10 to 50	1.65	15	27.5

MANUFACTURER'S SPECIFIED NORMAL OPERATING REGION FOR CELL/CAPACITOR:

BATTERY PACK Model	Cell Model	Operating Ambient Temperature Range, °C	Upper Limit of Charging Voltage, Vdc	Upper Limit of Charging Current, A	Upper Limit of Discharge Current, A	Discharge Voltage Cutoff, Vdc	Upper Limit of Cell surface Temperature, °C
HY-RAZ-S1003L8U-29E	INR18650-29E	Charging: 0~45°C Discharging: -20~60°C	4.25	2.75	5.5	2.5	75°C

TECHNICAL CONSIDERATIONS (NOT FOR FIELD REPRESENTATIVE'S USE):

1. Products indicated as USR have been investigated using requirements contained in the First Edition of ANSI/UL 2271, Standard For Safety For Batteries for Use In Light Electric Vehicle (LEV) Applications, issued December 11, 2013.
2. The products are to be used in Personal E-Mobility Devices, the end product use conditions are considered together during battery pack tests.
3. It was determined that the system did not release flammable emissions through examination of the cells after testing that they did not vent as a result of the test.

Condition of Acceptability - When installed in the end product, consideration shall be given to the following:

1. These Battery Packs have been evaluated based upon manufacturer's specifications for charging, discharging and temperature limits. They have not been evaluated in combination with charger(s) or other control systems in the end use application. Additional evaluations are needed in the end product to determine the compatibility of assemblies with other systems and to ensure that the assemblies are used within their normal operating regions.
2. The BATTERY PACKS were subjected to the Overcharge Test of UL 2271 based upon the parameters noted in the table below, with acceptable results. The end product evaluation shall determine that the maximum current and the maximum voltage limit noted below are not exceeded under any single fault conditions of the charging circuit.

Overcharge Test Values		
BATTERY PACK Model	Maximum Charging Current, A	Maximum Charging Voltage Limit, V
HY-RAZ-S1003L8U-29E	3	42.0

3. The BATTERY PACKS have been subjected to Temperature Test under maximum charging and discharging conditions and for use in a maximum ambient as noted below. If used in an ambient in excess of the maximum values noted, additional evaluation may be necessary.

BATTERY PACK Model	Ambient Use Temperatures, °C
HY-RAZ-S1003L8U-29E	Maximum 40°C for charge, maximum 50°C for discharge.

4. The BATTERY PACK are build-in type battery, it has not been evaluated for use in outdoor locations. It has not been evaluated to any IP rating per the Standard for Degrees of Protection Provided by Enclosure (IP Code), IEC 60529, it also had not been evaluated to immersion test per section 38 of UL2271, the acceptance should be determined in the end use application.
5. The BATTERY PACK are build-in type battery, it does not has an UV / Water exposure rating for use in outdoor locations, additional evaluation needed if exposed to sunlight or water in the end use application.
6. The electronic circuits for the Battery Pack should be determined in the end use application and the functional safety of the electronic circuits should be considered in the end use application combined with the end controls.
7. The electronic circuits for the Battery Pack provide two independent levels of over-voltage protection and over-discharge current protection and over-temperature protection for the battery pack. However, it only provides one level of under-voltage for the battery pack. Additional level of under-voltage and reliable over-charge current protection should be provided in the end application. The acceptance should be determined in the end use application.
8. The battery pack models HY-RAZ-S1003L8U-29E had been subjected to a Crush in each of 3 mutually perpendicular directions with the ribs centered on the sample in each direction of press in the section 32 of UL2271. Additional tests may be needed in the end application if not use in the Personal E-Mobility Devices, and the acceptance should be determined in the end use application.
9. The battery pack had not been subjected to a Roll over test per section 36 of UL2271, additional tests may be needed if not used in Personal E-Mobility Devices application and the acceptance should be determined in the end use application.
10. The battery pack had been subjected to vibration test per section 30 of UL2271, but only under the room temperature condition without temperature variation during vibration, additional tests may be needed in the end application if not used in Personal E-Mobility Devices, and the acceptance should be determined in the end use application.
11. The battery pack are build-in type battery, it has not been evaluated for use as EESAs intended to be removable by the user. If it used as EESA intended for removal from the vehicle for charging, the endurance test of UL 2251 should be determined in the end use application.

MARKINGS:

See Also Section General for details.

Nameplate Marking -

1. The Recognized Company, trade name, trademark or other descriptive marking;
2. Part number or model number;
3. Chemistry and Electrical rating in Volts dc, and Ah or Wh for battery;
4. Recognition Marking;
5. Date of Manufacturer Marking that does not repeat within 10 years;

The external terminals are keyed in a manner that prevents incorrect connections in the end use vehicle, it was marked "+" and "-" to indicate polarity.

The BATTERY PACKs shall be marked with a cautionary marking indicating to read all instructions before installation, operation and maintenance of the system. If using symbols, their meaning shall be explained in the instruction manual.

Battery pack shall be marked with charging instructions.

The BATTERY PACKs shall be marked as follows or with the sign M002 of the Standard for Graphical Symbols Safety Colours and Safety Signs, Safety Signs Used in Workplaces and Public Area, ISO 7010, No. W001 (i.e. exclamation point in triangle):

In the United States:

In English: "WARNING - To reduce the risk of injury, user must read instruction manual".

INSTRUCTIONS:

See Detail in Section General.

GENERAL CONSTRUCTION:

See Section General for General Construction details.

CONSTRUCTION DETAILS:

Spacings - The battery pack, Model HY-RAZ-S1003L8U-29E only involves maximum working voltage of 42.0 Vdc, there are no accessible dead metal parts for the battery pack, thus no spacings is required for this battery pack.

Lithium-ion Battery Pack - HY-RAZ-S1003L8U-29E

Fig.1 to 8 for whole battery pack

Figs	Represents	Ills	Represents
1,2	Overall View	1	Dimension Drawing for the Battery Pack
3~5	Internal View	2	Cell holder
6,7	PCB view	3	PCB layout and circuit diagram
8~13	Cell view	4	Marking

- Overall dimensions - 330.0 mm x 81.0 mm x 44.5 mm outside diameter. See ILL.1 for further details.
- Cell(s) - See tables and information below:

EESA Model	Cell Manufacturer	File No	Cell Model	Nominal Voltage, Vdc	Nominal Capacity, Ah
HY-RAZ-S1003L8U-29E	SAMSUNG SDI CO LTD	MH21015	INR18650-29E	3.65	2.75
Note: See Cell Chemistry and Configuration Table at beginning of report for information on type of cells, number of cells and their configuration in the battery pack circuit.					

Cells are secured in the Battery Holder.

- Enclosure - Top and bottom enclosure consists of polymeric material, R/C (QMFZ2, E162823), FORMOSA CHEMICALS & FIBRE CORP PLASTICS DIV, Type AC310(+). Rated V-0, minimum 1.5 mm thick, RTI Electric = 90°C, RTI Impact = 85°C, RTI Strength = 90°C.
Enclosure parts are secured by: Screws.
- Cell holder - R/C (QMFZ2, E45329), SABIC INNOVATIVE PLASTICS B V, Type CX7240 (GG) (f2). Rated V-0, minimum 0.75 mm thick, RTI Electric = 90°C, RTI Impact = 90°C, RTI Strength = 90°C.
- Printed Wiring Board - R/C (ZPMV2), rated minimum 105 degree C, V-1 or better.
- Power Connector for discharge - R/C (ECBT2, E482722), CHANGZHOU AMASS ELECTRONICS CO LTD, Type XT60U-F, rated 500 Vac, 30 A, 130°C.
- Power Connector for charge - R/C (ECBT2, E482722), CHANGZHOU AMASS ELECTRONICS CO LTD, Type XT30U-F, rated 500 Vac, 30 A, 130°C.
- Power wires - R/C (AVLV2), minimum 20 AWG for charge, minimum 14 AWG for discharge, minimum 300 V, minimum 150°C, marked VW-1 and FT-1(or FT1).

9. Internal Wirings - R/C (AVLV2), minimum 26 AWG, minimum 30 V, minimum 105°C, marked VW-1 and FT-1(or FT1).
10. Glue for PWB - R/C (QMFZ2), Rated minimum V-2.
11. Insulation Tape - R/C (OANZ2), located on Temperature controller, minimum 130°C.
12. Insulation Tube - R/C (YDPU2), located on connector, rated 600V, 125°C, VW-1.
13. Protective Circuitry - Consists of the following Components:

Type of Protective Component	Location of Protective Component	Component Manufacturer	Component File No.	Component Part No.	Component Ratings
Discharge control FETs	M3, M4, M5, M6, M7, M8	HOOYI SEMICONDUCTOR	--	HY1906D	$V_{DSS}=60V$, $I_S=70A$, $T_j=175^\circ C$
Charge control FETs	M0, M1	HOOYI SEMICONDUCTOR	--	HY1906D	$V_{DSS}=60V$, $I_S=70A$, $T_j=175^\circ C$
Protective IC	U1, U2	MITSUMI	--	MM3474G05	OVP : 4.25V UVP : 2.75V
Protective IC	U3, U4	RICOH	--	R5640G	OVP : 4.22V
Resistor (current sensing)	RS1, RS3	Interchangeable	--	Interchangeable	6mohm, 2W
Fuse (Discharge)	F1	ADVANCED SURGETECH MATERIALS LTD	E355868	PB01	72V, 30A
Temperature controller	RT1	BAOYING SAFETY ELECTRONIC TECHNOLOGY CO LTD	E336656	BW-DCP	50°C
	RT2	YANGZHOU BAOZHU ELECTRIC APPLIANCE CO LTD	E305764	TB02-BB8D	65°C
	RT3				70°C

EXHIBIT 2

Proof of Requested UL 2272 Certification Testing

Work Estimate

TEST LOCATION:

TAICANG ACT SPORTING GOODS TESTING
CO.
NO. 35 ZHENGHE ROAD
TAICANG CITY
SUZHOU, JIANGSU PROVINCE
215412
CN



QUOTE ID: QUO-02992-W3M0D8

REVISION: 0

EFFECTIVE FROM: 8/19/2019

EFFECTIVE TO: 11/19/2019

SALES PERSON: DEVIN WALTON

ACCOUNT MANAGER: KAREN CHEN

BILL TO CUSTOMER:

RACHEL GAO
SUITE 906 JH PLAZA
NO. 2008, HUQINGPING ROAD
QINGPU DISTRICT
SHANGHAI

CN

RGAO@RAZORCHINA.COM

CUSTOMER REQUESTOR:

RAZOR US
RACHEL GAO
RGAO@RAZORCHINA.COM
+86 (21) 59768802 X 125

CUSTOMER PURCHASE ORDER:

DESCRIPTION:

PRODUCT: ECOSMART

MODEL#: 13136610

NUMBER OF MODELS: 1

MANUFACTURER: ZHEJIANG FEISHEN
VEHICLE INDUSTRY CO., LTD

CHILDREN'S PRODUCT: NO

AGE GROUP: ADULT

AGE GRADING: 16+

REPORT TYPE: COMPLIANCE

SERVICES FOR: 00248.03356_ECOSMARTUL2272

TEST	TEST UNITS	UNIT PRICE	TOTAL
UL 2272 Electrical Systems for Personal E-Mobility	1.00000	USD7,500.00	USD7,500.00
TECHNICAL NOTES:		SUBTOTAL	USD7,500.00
		FREIGHT	
		TOTAL DUE	USD7,500.00

To execute Work Estimate, see additional pages for:
Acceptance, Product Disposal/Return, & Terms and Conditions



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>.

EXHIBIT 3

Test Report

California Vehicle Code §21223 Requirement

SAFETY AND COMPLIANCE TESTING FOR RAZOR US

Tested Sample(s)	: E-Scooter
Brand	: Razor
Model	: Unit 582
Color	: Black/Red
Size	: Not Specified
Stock / Model Number	: QPV2
Country of Origin	: USA
Age Grading	: 18+ years
Children's Product	: No

Prepared For:

Razor US
PO Box 3610
Cerritos, CA 90703



Issue Date: 16 August 2019

Final Report: 248.03317.001

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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

248.03317.001 – Razor, Unit 582 E-Scooter (Black/Red)		
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:	Razor	Job No.:	248.03317
Model:	Unit 582	Sample ID:	248.03317.001
Manufacturer:	Razor	Type:	E-Scooter
Model No.:	QPV2	Material:	Not Specified
Stock No.:	Not Specified	Size:	Not Specified
UPC:	Not Specified	Color(s):	Black/Red
Serial No.:	Not Specified	Weight (kg):	29.1
Serial No.:	Not Specified	Country of Origin:	USA





DATE AND PLACE OF TEST

Sample(s) received on : 09 August 2019
 Testing was initiated on : 09 August 2019
 Testing was completed on : 15 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 Motorized Scooters

CVC 21235			
Ref. #	Test Description	Result	Observations and Notes
21235	The operator of a motorized scooter shall not do any of the following:		
(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

EXHIBIT 4

Razor Shared Scooter Rental Agreement, Waiver of Liability and Release

(revised and updated effective January 3, 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 Services (defined below) provided by Razor USA LLC ("Razor"), owner and operator Razor Shared Scooter Rentals, requires that You ("Rider", "You", or "Your") agree to all terms and conditions in this Razor Shared Scooter Rentals Agreement, Waiver of Liability, and Release ("Agreement"), as applicable. The "Services" provided by Razor are composed of several elements, including (1) Razor Shared Scooter Rentals, including Razor Last Mile Electric Scooters (collectively, "E-vehicles"), and (3) all other related equipment, maintenance, charging of the E-vehicles, personnel, mobile applications, other software and information provided or made available by Razor.

You should CAREFULLY READ all terms and conditions before entering into this Agreement, but here is a partial list of some of the terms that Razor 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.

Each Razor Shared Scooter rental session must be terminated by You, through your confirmation notification via the mobile application at the conclusion of the ride. If the Razor Shared Scooter is not terminated by You via the application, the trip will continue and you will continue to be charged. Upon conclusion of your ride, the Razor Shared Scooter must be parked at a lawful parking spot, i.e. the scooter cannot be parked on private property or in a locked area or in any other non-public space, or in any manner that violates local laws or ordinances.

Razor Shared Scooters are intended for adult use only by riders aged 18+ on public streets and property. All locally applicable vehicle, traffic and bicycling laws must be obeyed, including any helmet laws and any restrictions on use based on locations, speed or rider age in your area. Such rules exist for your safety and the safety of others.

You must promptly report any damaged or malfunctioning Razor Shared Scooter to Razor via the App or via e-mail.

Razor expressly agrees to let, and the Rider expressly agrees to take on, rental of the Razor Shared Scooter subject to the terms and conditions set out herein, including provisions concerning arbitration of disputes and class action restrictions. Unless otherwise indicated, all monetary values set forth in this Agreement shall be deemed to be denominated in U.S. dollars.

GENERAL RENTAL AND USE OF RAZOR SHARED SCOOTER.

1.1 Rider is Sole User: Razor and the Rider are the only parties to this Agreement. The Rider is the sole renter and is solely responsible for compliance with all terms and conditions contained herein. You understand that when You activate a Razor Shared Scooter, the Razor Shared Scooter must be used only by You. You must not allow others to use a Razor Shared Scooter that You have activated.

1.2 Rider is At Least 18 Years Old: Rider represents and certifies that Rider is at least 18 years old and that Rider is thus legally able to enter this contractual Agreement. Razor does not authorize or agree to the use of the Razor Shared Scooter by persons under the age of 18, even if the Service is subscribed for by and under the responsibility of the minor's parent or legal guardian. By authorizing use of the Service by a minor, the parent or legal guardian agrees s/he is fully responsible and liable for all injuries, damages, and costs and expenses arising from or related to the minor's use of the Service. Operation or use of Razor Shared Scooter product by any minors not at least 18 years old is expressly prohibited under this Agreement, as use of electric scooter products by younger riders on public streets or around traffic has long been recommended against by Razor, which advises and recommends that any rider must check local laws applicable to scooter use, avoid public streets and vehicular traffic, and avoid use in reduced visibility conditions.

1.3 Rider is a Competent Operator, Physically and Mentally Fit to Ride Motorized Scooters: Rider represents and certifies that he/she is familiar with the operation of the Razor Shared Scooter and is reasonably competent and physically fit to ride the Razor Shared Scooter. Persons with any mental or physical conditions that may make them susceptible to injury, impair their physical dexterity or mental capabilities to recognize, understand and follow safety instructions and to understand the hazards inherent in the product's use, should not use or be permitted to use products inappropriate for their abilities. Persons with heart conditions, head, back or neck ailments (or prior surgeries to these areas of the body), or pregnant women, should not operate Razor Shared Scooters or similar products.

By choosing to ride a Razor Shared Scooter, Rider assumes all responsibilities and risks for any injuries or medical conditions. You are responsible for determining whether conditions, including darkness or impaired visibility, fog, rain, snow, hail, ice or electrical storms, make it dangerous to operate a Razor Shared Scooter. You are advised to adjust Your riding behavior and braking distance to suit the weather and traffic conditions, and are also advised to recognize that riding in low visibility conditions decreases your ability to see and be seen, thus enhancing risks of injury associated with the use of riding products, especially on public streets and around vehicles or pedestrians. The Razor Shared Scooter light and reflectors may reduce such risks, and riders also are encouraged to seek to enhance their visibility/conspicuity through use of higher visibility garments, lights or other reflective materials when using Shared Scooters in reduced visibility circumstances.

1.4 The Razor Shared Scooter is the Exclusive Property of Razor: Rider agrees that the Razor Shared Scooter and any Razor equipment attached thereto, at all times, remains the exclusive property of Razor. You must not dismantle, write on, or otherwise modify, repair or deface a Razor Shared Scooter, any part of a Razor Shared Scooter, or other Razor equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Razor Shared Scooter in any way. You must not use a Razor Shared Scooter, or other Razor equipment for any advertising or similar commercial purpose.

1.5 Operating Hours and Availability: Rider agrees and acknowledges that the Razor Shared Scooters are available during specific operating hours established for each market in which Razor Shared Scooters are offered, except in the case of events outlined in section 4.6. Such operating hours will be communicated clearly in the Razor app within each market. Razor Shared Scooters must be rented within the maximum

rental time limits set forth below. The number of Razor Shared Scooters are limited and availability is never guaranteed.

1.6 Use and/or Operation only in Metropolitan Areas: Rider agrees to only use, operate and/or ride the Razor Shared Scooter in metropolitan areas. Razor Shared Scooters may be equipped with "geo-fencing" capabilities which restrict usage to limited geographic areas and may cease to operate if ridden or removed from the Razor Shared Scooter's electronically restricted range.

1.7 Rider Must Follow Laws Regarding Use and/or Operation of Motorized Scooters on Public Land: Rider agrees to follow all laws pertaining to the use, riding and/or operation of motorized scooters, including all state and local laws and the rules and regulations pertaining to such motorized scooters in the area where you are operating the Razor Shared Scooter, including without limitation any helmet laws. There is no "universally applicable" federal law governing operation of motorized scooters and laws therefore can and do differ in different locales.

1.8 Prohibited Acts: Rider agrees to the following:

- Both hands are required to safely operate a Razor Shared Scooter - the throttle is on the right handlebar and the brake lever is on the left. You must not ride a Razor Shared Scooter while carrying any briefcase, backpack, bag, or other item if it impedes Your ability to operate safely the Razor Shared Scooter.
- While riding a Razor Shared Scooter, You must not use any cellular telephone, text messaging device, portable music player, or other device that may distract You from safely operating the Razor Shared Scooter. You must not operate a Razor Shared Scooter while under the influence of any alcohol, drugs, medication, or other substance that may impair Your ability to safely operate a Razor Shared Scooter.
- You must not ride with a second person on a Razor Shared Scooter.
- You may not do anything to the Razor Shared Scooter that impedes a subsequent authorized rider from using it.
- The Razor Shared Scooter must be parked at a lawful parking spot, i.e. the Razor Shared Scooter cannot be parked on private property or in a locked area or in any other non-public space. It must be visible to Razor 's service staff for collection, recharging, etc.

1.9 Razor Shared Scooter is Intended for Only Limited Types of Use: The Razor Shared Scooter is intended for use on flat, dry surfaces such as pavement or level ground, without loose debris such as sand, leaves, rocks or gravel. Wet, slick, bumpy, uneven or rough surfaces may impair traction and contribute to possible accidents. Watch out for potential obstacles that could catch your wheel or force you to swerve suddenly or lose control. Avoid sharp bumps, drainage grates, or sudden surface changes.

1.10 Weight Limit: You must not exceed the maximum weight limit for the Razor Shared Scooter of 250 pounds.

1.11 No Tampering: You must not tamper with, disassemble, or attempt to gain unauthorized access to the Razor Shared Scooter. You must not use the Razor mobile application system or other Razor equipment other than for purposes of using a Razor Shared Scooter pursuant to this Agreement.

1.12 Reporting of Damage or Crashes: Rider must report any accident, crash, damage, personal injury, stolen or lost Razor Shared Scooter, to Razor as soon as possible. If a crash involves personal injury, property damage, or a stolen Razor Shared Scooter, Rider shall file a report with the local police department within 24 hours. Rider agrees that he/she may be held 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 Razor Shared Scooter.

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

1.14 Availability and Usage of Razor Shared Scooter: Rider agrees and acknowledges that Razor Shared Scooters are not available all the time. Razor Shared Scooters require periodic charging of their batteries in order to operate. Rider agrees to use and operate the Razor Shared Scooter safely and prudently and comply with all restrictions and requirements associated with the Razor Shared Scooters provided by Razor from time to time. Rider understands and agrees with each of the following:

- The level of charge power remaining will decrease with use (over both time and distance), and that as the level of charge power decreases, the speed and other operational capabilities may decrease (or cease in their entirety).
- The level of charging power at the time Rider initiates the rental or operation is not guaranteed and will vary with each rental use.
- The rate of loss of charging power during use is not guaranteed and will vary based on the particular scooter road conditions, weather conditions and other factors.
- It is Rider's responsibility to check the level of charge power in the Razor mobile application and to ensure that it is adequate for the ride before initiating operation.
- Razor does not guarantee the distance and/or time that Rider may operate the Razor Shared Scooter before it loses charging power completely. A Razor Shared Scooter may run out of charging power and cease to operate at any time during Rider's rental, including before reaching Rider's desired destination.

2 PAYMENT AND FEES.

2.1 Fees. Rider may use Razor Shared Scooters on a pay per ride basis or as otherwise in accordance with the pricing described in the app. 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 Razor. Razor will charge the Rider's credit card, debit card or other agreed payment methods the amount of the fees as described in this Agreement.

2.2 Promo Codes. Promo codes (discounts) are one-time offers and can only be redeemed via Razor's mobile application. Razor reserves the right to modify or cancel discounts at any time. Discounts are limited to one per customer and account and may not be combined with other offers. Discounts are non-transferable and may not be resold.

2.3 Maximum Rental Time and Charges. Maximum rental time is 24 hours. Rider agrees that Rider will deactivate the Razor Shared Scooter rental within 24 hours of time that rental began. Rider may then rent again. Rider agrees that he/she is solely responsible for being aware of any elapsed time related to the timely online closure of a Razor Shared Scooter ride/rental. The maximum day charge is \$200 for each Razor Shared Scooter, based on a calendar day. After online closure/return of the Razor Shared Scooter, the rider will be charged the accumulated rental charges, or the maximum day charge; whichever is less. Razor Shared Scooters not returned (online closure of a ride concluded within service zone) within 48 hours will be considered lost or stolen, and Rider may be charged up to \$600 for each such Razor Shared Scooter Rental, and a police report may be filed. Razor may also charge a service fee of \$25 for rentals in excess of 24 hours where the Razor Shared Scooter is not lost or stolen.

2.4 Valid Credit Card or Debit Card. Rider must input a valid credit or debit card number and expiration date before Rider will be registered to use the Service. Rider represents and warrants to Razor that Rider is authorized to use any cards Rider furnishes to Razor. Rider authorizes Razor to charge the card for all fees incurred by Rider. All fees are subject to applicable sales taxes and other local government charges, which may be charged and collected by Razor. If Rider disputes any charge on credit or debit card account, then Rider must contact Razor within 10 business days from the end of the month with the disputed charge, provide to Razor 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.

2.5 Preauthorized Funds. In order to avoid or reduce instances of invalid, unauthorized or underfunded credit or debit card use, Razor may, in its discretion, elect to place a \$10 preauthorization "hold" on Rider's credit card or debit card prior to each ride. Razor will cancel such holds at the end of each ride and will charge the Rider an amount equal to the cost of the ride itself. However, the Rider's use of the remaining preauthorized funds may be restricted until released by the Rider's bank.

2.6 Pick Up Fees. If You are unable to return a Razor Shared Scooter to a valid area (i.e. You deactivate a ride on private property, a locked community, or another unreachable area), and request that the Razor Shared Scooter be picked up by Razor staff, Razor, at its sole discretion, may choose to charge You a pick-up fee up to \$120. If any Razor Shared Scooter Rental accessed under Your account is abandoned without notice, or You move to a location outside of the valid operating area, You will be responsible for all Trip Fees until the Razor Shared Scooter is recovered and deactivated, plus a service charge (currently \$120.00) to recover the Razor Shared Scooter. Fees are subject to change.

3 RELEASES; DISCLAIMERS; LIMITATION OF LIABILITY; ASSUMPTION OF RISK.

3.1 Releases. "Claims" means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys' fees, whether incurred at trial, on appeal, or otherwise), damages (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the Services, including any of the Razor Shared Scooter Rentals, equipment or related information, or (b) Rider's use of any of the foregoing. "Released Persons" means, collectively Razor and all of its owners, managers, affiliates, employees, agents, representatives, successors, and assigns, and (ii) every sponsor of any of the Services and all of the sponsor's owners, officers, directors, affiliates, employees, agents, representatives, successors, and assigns. In exchange for Rider being allowed to use any of the Services, Razor Shared Scooters, and other equipment or related information provided by Razor, Rider (acting for Rider and for all of Rider's family,

heirs, agents, affiliates, representatives, successors, and assigns) hereby fully and forever releases and discharges all Released Persons for all Claims that Rider has or may have against any Released Person, except for Claims caused by the Released Person's gross negligence or willful misconduct. Such releases are intended to be general and complete releases of all Claims. The Released Persons may plead such releases as a complete and sufficient defense to any Claim, as intended third party beneficiaries of such releases. Rider expressly agrees to indemnify, release and hold harmless Released Persons from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the sole or partial negligence of Razor and/or the negligence of others, whether based upon breach of contract, breach of warranty, active or passive negligence or any other legal theory, in consideration for using and/or operating the Razor Shared Scooter.

3.2 Disclaimers.

YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT YOUR USE OF ANY OF THE SERVICES OF RAZOR, INCLUDING BUT NOT LIMITED TO RAZOR SHARED SCOOTERS OR RELATED EQUIPMENT, IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITH RESPECT TO YOUR USE OF ANY OF THE SERVICES OF RAZOR, INCLUDING BUT NOT LIMITED TO RAZOR SHARED SCOOTERS OR RELATED EQUIPMENT, RAZOR AND ALL OTHER RELEASED PERSONS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ALL OF THE SERVICES OF RAZOR, INCLUDING BUT NOT LIMITED TO RAZOR SHARED SCOOTERS OR RELATED EQUIPMENT, ARE PROVIDED "AS IS" AND "AS AVAILABLE" (AND YOU RELY ON THEM SOLELY AT YOUR OWN RISK).

RAZOR AND ALL OTHER RELEASED PERSONS DO NOT REPRESENT OR WARRANT THAT ANY OF THE SERVICES OF RAZOR, INCLUDING BUT NOT LIMITED TO RAZOR SHARED SCOOTERS OR RELATED EQUIPMENT, WILL BE IN GOOD REPAIR OR ERROR-FREE, AND DELAYS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES COULD EXIST WITH RESPECT TO ANY OF THE SERVICES OF RAZOR, INCLUDING BUT NOT LIMITED TO RAZOR SHARED SCOOTERS OR RELATED EQUIPMENT.

3.3 Limited Liability.

RIDER DOES HEREBY ACKNOWLEDGE AND AGREE THAT, EXCEPT AS MAY OTHERWISE BE LIMITED BY LAW, RAZOR AND ALL OTHER RELEASED PERSONS ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, INCLUDING THOSE THAT ARISE OUT OF OR RELATE TO (A) ANY RISK, DANGER, OR HAZARD DESCRIBED IN THIS AGREEMENT, (B) RIDER'S USE OF, OR INABILITY TO USE, ANY OF THE SERVICES OF RAZOR, INCLUDING BUT NOT LIMITED TO RAZOR SHARED SCOOTERS OR RELATED EQUIPMENT, OR RELATED INFORMATION, (C) RIDER'S BREACH OF THIS AGREEMENT OR RIDER'S VIOLATION OF ANY LAW, (D) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION BY RIDER, (E) RIDER'S FAILURE TO WEAR A SCOOTER HELMET WHILE USING A RAZOR SHARED SCOOTER, OR (F) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION OF ANY THIRD PARTY.

RIDER DOES HEREBY WAIVE ALL CLAIMS WITH RESPECT TO ANY OF THE FOREGOING, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, EVEN IF RAZOR OR ANY OF THE OTHER RELEASED PERSONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS.

THE TOTAL LIABILITY OF RAZOR AND ALL OTHER RELEASED PERSONS FOR ALL CLAIMS, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHER GROUNDS, IS LIMITED TO THE SUM OF \$100.

SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES; AND, IF ANY OF THOSE LAWS APPLY TO RIDER, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MIGHT NOT APPLY TO RIDER, AND RIDER MIGHT HAVE ADDITIONAL RIGHTS.

3.4 Assumption of Risk by Rider. Rider is solely and fully responsible for the safe operation of the Razor Shared Scooter at all times. Rider agrees that Razor Shared Scooters are machines that may malfunction, even if the Razor Shared Scooter is properly maintained, and that such malfunction may cause injury. Rider agrees that riding a Razor Shared Scooter involves many obvious and not-so-obvious risks, dangers, and hazards, which may result in injury or death to Rider or others, as well as damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. Rider agrees that such risks, dangers, and hazards are Rider's sole responsibility, including, but not limited to, choosing whether to wear a helmet as required by law or utilize other protective gear. Rider agrees that if Rider's use of Razor Shared Scooters causes any injury or damage to another person or property, then Rider may be liable for all resulting injuries, damages, and related costs. By choosing to ride a Razor Shared Scooter, Rider assumes full and complete responsibility for all related risks, dangers, and hazards, and Rider agrees that Razor and all other Released Persons are not responsible for any injury, damage, or cost caused by Rider with respect to any person or property, including the Razor Shared Scooter itself.

3.5 Indemnification. You will indemnify and hold the Released Persons harmless from all losses, suits, claims or other proceedings arising out of or relating to Your use of a Razor Shared Scooter and any breach of the terms of this Agreement; provided, however, that Released Persons must notify You as soon as practicable after the date notice of such loss, suit, claim or other proceeding is served on Released Persons directly (as opposed to service on a statutory agent for service of process) or otherwise brought to the attention of Released Persons.

4 Additional Terms of Use.

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

4.2 Lost or Stolen Razor Shared Scooter. If a Razor Shared Scooter is not returned within 48 consecutive hours, then the Razor Shared Scooter is deemed lost or stolen and a police report may be filed with local authorities. The data generated by Razor's application is conclusive evidence of the period of use of a Razor Shared Scooter by a Rider. Rider must report disappearance or theft to Razor immediately or as soon as possible.

4.3 Helmets; Safety. Razor recommends that all Riders wear an approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. If wearing a helmet is required by the laws, regulations or ordinances applicable to the area in which the Razor Shared Scooter is

operated, Rider agrees to comply with such laws and regulations at all times. Rider agrees that neither Razor nor its Released Parties are liable for any injury suffered by Rider while using the Service, whether or not Rider is wearing a helmet at the time of injury. Rider may need to take additional safety measures or precautions not specifically addressed in this Agreement.

4.4 No Endorsed Razor Shared Scooter Routes. Rider agrees that Razor does not provide or maintain places to ride Razor Shared Scooters, and that Razor does not guarantee that there will always be a safe place to ride a Razor Shared Scooter. Roads, bike lanes, and normally satisfactory routes may become dangerous due to weather, traffic, or other hazards.

4.5 Limitations on Rental. Rider agrees that Razor 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. Razor provides Razor Shared Scooters 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 Razor Shared Scooter on their own and who have agreed to all terms and conditions of this Agreement.

4.6 Limitations on Availability of Service. Razor makes every effort to provide the Service 365 days per year but does not guarantee that the Service will be available at all times, as force majeure events or other circumstances might prevent Razor from providing the Service. Access to the Service is also conditioned on the availability of Razor Shared Scooters. Razor does not represent or warrant the availability of any Service or the availability of any Razor Shared Scooters at any time. Rider agrees that Razor may require Rider to return a Razor Shared Scooter at any time.

5 Term and Termination.

5.1 Term. The term of this Agreement begins when Rider first uses the Service, and the term ends 10 years after Rider's last use of the Service; provided, however, that Rider's personal financial responsibility under this Agreement expires one year after the Rider's last use of the Service.

5.2 Termination by Razor. At any time and from time to time, and without Rider's consent, Razor may unilaterally terminate Rider's right to use Razor Shared Scooters, in Razor's sole discretion and without any notice or cause. Rider may terminate Rider's use of Razor Shared Scooters at any time; provided, however, that (i) no refund will be provided by Razor, (ii) the term of this Agreement continues in accordance with this Agreement, (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 conditions, after any termination of Rider's right to use any of the Service, regardless of how the Agreement is terminated.

6 Confidentiality of Information; Privacy Policies. All personally identifiable information that is held by Razor and pertains to Riders, including all names, addresses, phone numbers, email addresses, credit and debit card numbers, pass numbers, and card numbers will be kept by Razor in accordance with its privacy policy linked to <https://www.razor.com/privacy-policy/>; provided, however, that (i) if there is any accident where a Rider is unable to communicate personal information to the appropriate authorities, then Razor may, in its sole discretion, provide the Rider's name, address, phone number, and other important information to such authorities, (ii) if Razor receives a subpoena from any court or other authority, then Razor will provide all requested information in accordance with applicable law, and (iii) Razor may disclose aggregate and other data about Riders in accordance with applicable law. In

addition, Razor may disclose individual data to a third party upon Rider's express permission and consent (e.g. enrollment in a study).

7 Notice. Razor may be contacted by emailing customerservice@razorusa.com.

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 County, California; and (iv) the parties must submit the dispute to mandatory mediation held in the State of California. The parties agree that any dispute will be first subject to mediation. Every mediation must be completed within 6 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 6-month period, then the parties may continue seeking to resolve the dispute by use of any process, including litigation by trial.

9. ARBITRATION; CLASS ACTION WAIVER; DISPUTE RESOLUTION.

9.1 Dispute Resolution: Certain portions of this Section 9 are deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and Razor expressly agree and intend that this Section 9 satisfies the "writing" requirement of the Federal Arbitration Act. This Section 9 can only be amended by mutual agreement.

9.2 Informal Resolution of Disputes and Excluded Disputes : If any controversy, allegation, or claim arises out of or relates to the Services, the Content, Your User-Submissions, this Agreement, or any Additional Terms, whether heretofore or hereafter arising (collectively, "Dispute"), or to any of Razor's actual or alleged intellectual property rights (an "Excluded Dispute"), then You and Razor agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to You will be sent to You based on the most recent contact information that You provide us. But if no such information exists or if such information is not current, then We have no obligation under this Section 9.2. Your notice to us must be sent to: Razor, 12723 166th Street, Cerritos, California 90703 (Attn: Legal Department). For a period of sixty (60) days from the date of receipt of notice from the other party, Razor and You will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either You or Razor to resolve the Dispute or Excluded Dispute on terms with respect to which You and Razor, in each of our sole discretion, are not comfortable.

9.3 Binding Arbitration : If We cannot resolve a Dispute as set forth in Section 9.2 (or agree to arbitration in writing with respect to an Excluded Dispute) within sixty (60) days of receipt of the notice, then ANY AND ALL DISPUTES ARISING BETWEEN YOU AND RAZOR (WHETHER BASED IN CONTRACT, LAW, STATUTE, RULE, REGULATION, ORDINANCE, TORT INCLUDING, BUT NOT LIMITED TO, FRAUD, ANY OTHER INTENTIONAL TORT OR NEGLIGENCE, COMMON LAW, CONSTITUTIONAL PROVISION, RESPONDEAT SUPERIOR, AGENCY AND/OR ANY OTHER LEGAL OR EQUITABLE THEORY), WHETHER ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION. THIS INCLUDES ANY AND ALL DISPUTES BASED ON ANY PRODUCT, SERVICE OR ADVERTISING CONNECTED TO THE PROVISION OR USE OF THE SERVICES. The Federal Arbitration Act

("FAA"), not state law, shall govern the arbitrability of all disputes between Razor and You regarding this Agreement (and any Additional Terms) and the Services, including the "No Class Action Matters" Section below. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. Razor and You agree, however, that State or federal law shall apply to, and govern, as appropriate, any and all claims or causes of action, remedies, and damages arising between You and Razor regarding this Agreement and the Services, whether arising or stated in contract, statute, common law, or any other legal theory, without regard to any State's choice of law principles.

9.4 Applicability of JAMS Rules and Location of Arbitration: A Dispute will be resolved solely by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the Judicial Arbitration and Mediation Services Inc. ("JAMS") using JAMS' streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that You and an officer or legal representative of Razor consent to in writing. If an in-person arbitration hearing is required, then it will be conducted in the "metropolitan statistical area" (as defined by the U.S. Census Bureau) where You are a resident at the time the Dispute is submitted to arbitration. You and Razor will pay the administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require Razor to pay a greater portion or all of such fees and costs in order for this Section 9 to be enforceable, then Razor will have the right to elect to pay the fees and costs and proceed to arbitration. The arbitrator or arbitration panel, as the case may be, will apply and be bound by this Agreement and any Additional Terms, and will determine any Dispute according to applicable law and facts based upon the record and no other basis, and will issue a reasoned award. All issues are for the arbitrator to decide, including arbitrability. This arbitration provision shall survive termination of this Agreement or the Services. You can obtain JAMS procedures, rules, and fee information as follows: JAMS: 800.352.5267 and <http://www.jamsadr.com>.

9.5 Arbitrator's Decision: The Arbitrator will render a written decision within the time frame specified in the JAMS Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. The Arbitrator's decision shall be final and binding on all parties. The prevailing party in the arbitration shall be entitled to an award of attorneys' fees and costs, as long as the Arbitrator includes such an award of attorneys' fees and costs in the written decision.

9.6 Limited Time to File Claims : TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR RAZOR WANT TO ASSERT A DISPUTE (BUT NOT AN EXCLUDED DISPUTE) AGAINST THE OTHER, THEN YOU OR RAZOR MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH HEREIN) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES OR IT WILL BE FOREVER BARRED. Commencing means, as applicable: (a) by delivery of written notice as set forth herein; (b) filing for arbitration with JAMS as set forth herein; or (c) filing an action in state or Federal court.

9.7 Injunctive Relief: The foregoing provisions of this Section 9 will not apply to any legal action taken by Razor to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Services, any Content, Your User Submissions and/or Razor's intellectual property rights (including those that Razor may claim are in dispute), Razor's operations, and/or Razor's Products and/or Services.

9.8 No Class Action Matters: YOU AND RAZOR 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 OR AS AN ASSOCIATION. Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. There shall be no right or authority for any Dispute to be arbitrated on a class action basis or on any basis involving Disputes brought in a purported representative capacity on behalf of the general public, or other persons or entities similarly situated. But if, for any reason, any court with competent jurisdiction holds that this restriction is unconscionable or unenforceable, then our agreement in Section 9 to arbitrate will not apply and the Dispute must be brought exclusively in court. Notwithstanding any other provision of this Section 9, any and all issues relating to the scope, interpretation and enforceability of the class action waiver provisions contained herein (described in this "No Class Action Matters" section), are to be decided only by a court of competent jurisdiction, and not by the arbitrator. The arbitrator does not have the power to vary these class action waiver provisions.

9.9 Federal and State Courts in Los Angeles County, California: Except where arbitration is required above or with respect to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute or Excluded Dispute arising out of or related to this Agreement, any Product, and/or any of the Services, may only be instituted in state or Federal court in Los Angeles County, California. Accordingly, You and Razor consent to the exclusive personal jurisdiction and venue of such courts for such matters.

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.

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

12 Final Agreement; Modification by Razor. 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, Razor may unilaterally amend, modify, or change this Agreement, in its sole discretion and without any notice or cause. By continuing to use any Service 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, Razor shall provide an opportunity for You to explicitly assent prior to any changes to Razor's data practices, including uses of data collected under a prior policy.

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.

RIDER ACCEPTANCE OF AGREEMENT

I certify that I am the Rider, I am 18 years old or over, and I have read and expressly agree to the terms and conditions set forth in this Agreement.

EXHIBIT 5

Razor's Privacy Policy

Because your privacy is important to us, we have created the following Privacy Policy regarding the collection and use of personal information. Razor knows that you care how information about you is used and shared, and we appreciate your trust that we will do so carefully and sensibly.

We may periodically make changes to this Privacy Policy, which will be reflected on this page. It is your responsibility to review this Privacy Policy frequently and remain informed about any changes to it, so we encourage you to visit this page often. By visiting Razor, you are accepting the practices described in this Privacy Notice.

What Information Do We Collect?

There are a number of situations in which your personal information may help us provide you with better service.

Personally Identifying Information: For example, we may ask for your personal information when you're discussing a service issue on the phone with an associate, registering your products, purchasing a product, registering to rent a shared scooter, or submitting an online form. At such times, we may collect personal information relevant to the situation, such as your first and last name, mailing address, phone number, email address, etc. We may also request information about the Razor products you own, i.e.; their serial numbers, date of purchase, and information relating to a support or service issue. You can choose not to provide certain information, but then you might not be able to take advantage of many of our features of our site. To the extent that you voluntarily give us this information, we collect this information in order to provide you with quality customer service, respond to any purchase issues, or communicate with you for the reason you provided us the information. We may, from time to time, use any email address or physical address to send you information regarding special news regarding our products and services.

As a general matter, you can browse the Razor Shared Scooter App without submitting your personal information to us. However, there are a number of circumstances in which you may supply us or our agents with your personal information. These may include, for example:

- Registration for an account on the app
- Use of the account through the app, including rental of a scooter
- Payment information submitted when renting a scooter
- Profile information that you provide for your user profile
- Social media information that you authorize
- Certain location data
- Uploading content to the app
- Participation in surveys, contests, or sweepstakes
- Sign up to receive alerts or other information via email, text or instant message from Razor

- Request for customer service, support requests or other assistance
- App related communications, e.g. account verification; technical notification
- Participation in communities, commenting to blog entries and participation in other forums
- Submission of content or other data and information on any part of the app that permits it
- Any other place on the app where you knowingly volunteer personal information

Basic Account Information: If you chose to create an account with us, along with any personally identifying information you choose to share with us, this will also store your communication preferences, past purchases, and information relating to any past purchases. We do not collect or store any credit card information. Any online purchases of our products are made through a secure online third-party payment processor. We use the information provided to respond to your requests, customize future shopping experiences for you, improve our services, and communicate with you.

Anonymous and Aggregate Information: This is a type of information that does not identify a single user individually, but information related to group demographics, interests, traffic data, Google analytical data, and aggregate information. This includes, but is not exclusive to, the use of cookies and pixels to determine website traffic, amount of time a user may spend on our website or any affiliate website of ours, when a user travels from one affiliate website to another, and total views during a certain period of time.

Non-Personal Information

In addition, when you interact with the app, we may collect certain information that does not identify you individually and our servers may automatically keep an activity log of your use of our app (“Non-Personal Information”). Generally, we collect and store the following categories of Non-Personal Information:

- Non-identifiable demographic data such as age, gender, and five-digit zip code as part of collecting personal information
- Device information about your computer, browser, mobile device, or other device that you use to access the app. This information may include IP address, geolocation information, unique device identifiers, browser type, browser language, and other transactional information.
- Analytics and usage information about your use of the app, including GPS routes, and status of GPS chips.
- Device information about scooters used in the Razor Shared Scooter program, including time stamps, battery status.
- Additional “traffic data” and log files such as time of access, date of access, software crash reports, session identification number, access times, and referring app addresses.
- Other information regarding your use of the app.

Collection of Your Source IP Address/Location Information

We collect and store location information about you on the app and associated with your account that you volunteer on the app or enable through the app or your device. We will collect location information regarding the location of the Razor Shared Scooters, the routes taken by these scooters, and the rental status of these Scooters. We will not collect any location information that you do not volunteer or enable, but you must agree to provide certain location information in order to use the service. We also collect and store your device's source IP address which may disclose the location of your device at the time you access the app.

User Activity Information: We, from time to time, collect information for all visitors which includes IP addresses, page requests, pages visited, content viewed, clicks and search queries. We collect user activity information through cookies and pixels.

Does Razor Share the Information It Receives?

Information about our customers is an important part of our business, and we do not sell or rent your contact information to other marketers. We also do not share customer information with any outside parties unaffiliated with our company.

Conditions of Use, Notices, and Revisions

If you choose to visit Razor, your visit and any dispute over privacy is subject to this policy and our Terms of Use, including limitations on damages, arbitration of disputes, and application of the law of the State of California.

Our business changes constantly, and our Privacy Policy and the Terms of Use will change also. We encourage you to check our website frequently for updates. Unless stated otherwise, our current Privacy Notice applies to all information that we have about you and your account. We stand behind the promises we make, however, and will never materially change our policies and practices to diminish protection of customer information collected in the past, without the consent of affected customers.

Special Note About Children

The information-gathering portions of this site are not intended for or directed to persons under the age of 18. The products that Razor sells are not intended for purchase by children. Razor sells children's products for purchase by adults and rents shared scooters to and for adults. By registering your Razor product or providing Razor with any information, you represent to Razor that you are 18 years of age or older and that any information you provide to Razor about a third party is for a third party that is 18 years of age or older.

Conditions of Use

By using this website, you agree to be bound by the terms of use of this policy and website. By creating an account, you represent that all the information is correct and your own and you have at least 18 years of age or age of majority in your state, whichever is older. You agree that you will not use this website to further any illegal activity, or engage in any abusive, harmful, or improper use of this website. You will not use this site to submit or upload any harmful content, including offensive, sexually explicit, obscene, harassing, defamatory, abusive, or discriminatory content. You will not interfere with the website operator in any way, including falsifying account information, hacking, probing, scanning, transmitting viruses or other harmful computer code, use automated code to attempt to collect information from this website, use or post intellectual property of another without their prior express permission, use or borrow any content from Razor in any unauthorized manner. Razor assumes no responsibility for monitoring or modifying the posting of any user content. However, Razor reserves the right, in its sole judgment, to take down any content which Razor deems inappropriate or which violates the terms of use or the policy of this website.

Do Not Track

We currently do not respond to "Do Not Track" requests. Please check back at a future time for updates to our policies.

Copyright

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, and data compilations is the property of or under license by Razor and protected by United States and international copyright laws. The compilation of all content on this site is the exclusive property of Razor and protected by U.S. and international copyright laws.

In compliance with the Digital Millennium Copyright Act ("DMCA"), Razor responds to any notifications of copyright infringement with respect to user content and will take swift action to remove or disable access to allegedly infringing content. Razor may, in its sole discretion, terminate any users or accounts or any users who are deemed to be repeat infringers.

If you believe that any content displayed violates the DMCA, please contactprivacy@razorusa.com or write to Razor, ATTN: Customer Service, DMCA, 12723 166th St., Cerritos, California 90703.

Cookies and Other Technologies

Razor uses "cookies" and "pixel" technology to track e-commerce customer online activities. As is standard practice on many corporate websites, we gather certain information automatically and store it in log files. As you browse our website, we may gather navigational and click stream data revealing pages visited and how long various features are used. This information will not reveal your identity or be linked to you personally. This information includes Internet Protocol (IP) addresses, browser type, Internet Service Provider (ISP), referring/exit pages, operating system, date/time stamp, and click stream data. We use this information (which does not identify individual users) to analyze trends, administer the site, track users' movements around the site and gather demographic information about our user base, as a whole.

Remarketing/Targeted Advertising

Razor may work with third party online or mobile network advertisers that use cookies, pixels, transparent GIF files, or other non-cookie technology to help us manage advertising at our websites or apps, and measure the effectiveness. This includes our websites, razor.com and store.razor.com. These technologies enable third party ad networks to recognize a unique cookie on your computer, tablet or mobile device and may be placed by us, our network advertising firm(s), or by another advertiser that works with our third party network advertiser(s). The information that is collected and shared in this fashion does not contain your name, address, telephone number, or email address. However, it is linked to the device identifier of the device you are using to keep track of all the sites you have visited that are associated with the ad network. This information may be used for the purpose of targeting advertisements on our sites and other sites based on those interests, and to learn which ads bring users to our sites. To opt out, you can clear cookies from your browser or change your browser preferences to determine which cookies you choose to accept. Please keep in mind that your web browser may not permit you to block the use of non-cookie technologies, and browser settings that block cookies may have no effect on non-cookie technologies.

We support the cross-industry Self-Regulatory Program for Online Behavioral Advertising as managed by the Digital Advertising Alliance (DAA). As part of this service, we are working to create policies so that our online advertisements and websites will sometimes be delivered with icons that help consumers understand how their data is being used and provide choice options to consumers that want more control. For more information about how these policies will work in the future, you can visit websites operated by the Network Advertising Initiative and Digital Advertising Alliance to access opt-out tools available from those participating in the program. Participating network advertisers will be listed at

those sites. Opting out means that you will still see ads, but they may not be tailored to your specific interests.

Third-Party Sites

Razor Scooter Share App may contain links to third party websites. Razor is not responsible for the privacy practices or the content of such websites. Your use of these third-party websites is entirely at your own risk. When you click on a link to a third party site, you are essentially taken to that site. Any log-in, registration or purchases you perform there are done directly with these third-party websites. Please refer to the third party's Terms of Use or Privacy Policy for more information if you have any questions about their practices.

Privacy Questions

If you have any concern about privacy at [Razor.com](https://www.razor.com) or the Razor Scooter Share App, please send an email to privacy@razorusa.com with a thorough description, and we will try to resolve it.

Razor may update its Privacy Policies, including this Policy from time to time. When we change the policy in a material way, a notice will be posted on our website and/or on the App, along with the updated Privacy Policy.

EXHIBIT 6

Proof of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/13/2019

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 Hays Companies Inc. 4200 Concourses, Suite #350 Ontario CA 91764		CONTACT NAME: Leidy Rivera PHONE (A/C, No, Ext): (909) 243-8200 E-MAIL ADDRESS: lriviera@hayscompanies.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Certain Underwriters at Lloyds	NAIC #
		INSURER B: Ohio Security Insurance Company	24082
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL197282390

REVISION NUMBER:

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CAS-0000354-02	07/01/2019	07/01/2020	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person)	\$ Excluded
	OTHER:						PERSONAL & ADV INJURY	\$ 1,000,000
	GENERAL AGGREGATE			\$ 2,000,000				
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BAS(20)56421285	03/20/2019	03/20/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y					BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
				\$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CAS 0000355.02	07/01/2019	07/01/2020	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 2,000,000
								\$
							DED	RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N		N / A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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 and its officers and employees are named as additional insureds as respects to General Liability and Automobile Liability only. Policy is primary and non contributory.

30 day cancellation except 10 days for non payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

San Francisco Municipal Transportation Agency Powered Scooter Share Program 1 So. Van Ness Ave., 7th Fir 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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/19

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 Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida	
	PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): 800-522-7514 EMAIL ADDRESS: ADP.COI.Center@Aon.com	
INSURED ADP TotalSource DE IV, Inc. 10200 Sunset Drive Miami, FL 33173 L/C/F Razor USA LLC 12723 166th street Cerritos, CA 90703	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: American Home Assurance Co.	19380
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2604101 **REVISION NUMBER:**

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. **LIMITS SHOWN ARE AS REQUESTED.**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC 080374317 CA	07/01/19	07/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All worksite employees working for RAZOR USA LLC, paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy.
 WAIVER OF SUBROGATION IN FAVOR OF SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS AS RESPECTS OF JOB PERFORMED BY RAZOR USA LLC AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER **CANCELLATION**

San Francisco Municipal Transportation Agency 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 <i>Aon Risk Services, Inc of Florida</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>State Or Governmental Agency Or Subdivision Or Political Subdivision:</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph **A.1.** - WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph **d. (2)** of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph **A.1.** - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph **A.1.** - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, **2.a.** Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic 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.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion **B.5.** FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4.** Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or



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- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following: "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, **A. COVERAGE**, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, **A. COVERAGE**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

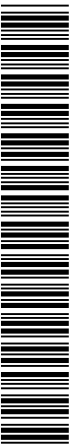
SECTION III - PHYSICAL DAMAGE COVERAGE, **B. EXCLUSIONS** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, **B. EXCLUSIONS**, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:



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Exclusion **4.c.** and **4.d.** do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

A. Paragraph **C.**, LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

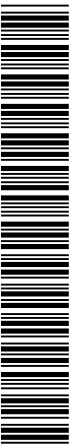
If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.



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To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.5.**, Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **B.7.**, Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph **A.** - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.